

User Terms and Conditions and Privacy Statement

Please read these (i) Terms and Conditions and (ii) Privacy Statement carefully prior to using the Serena Job Board platform, as these will apply to your use of the Serena Job Board platform and our Services.

(i) Terms and Conditions

1. In general

Sompani UG (“Sompani”, “Sompani Talent Communities”, “us”, “we”, or “our”) has created several websites that operate as online Talent Pool and Job Board platforms that offer Services, as defined hereinafter for registered Users, as defined hereinafter that are active in a company. The present Terms and conditions together with our additional Privacy and Cookie Policy apply to the use of the Serena Job Board platform whether as a guest or a registered user. Use of the Serena Talent Pool platform includes accessing, browsing the Serena Job Board platform.

By using the Serena Job Board platform, you acknowledge and confirm that you have read and understood these Terms and conditions, and accept to be legally bound by the application of these Terms and conditions, including our additional Privacy and Cookie Policy.

We may modify these Terms and conditions and our Privacy and Cookie Policy from time to time by amending this page and therefore advise to regularly check this page, as these modifications are binding on you. Any derogation from the present Terms and conditions and our Privacy and Cookie Policy is excluded unless a prior explicit and written agreement by us.

2. Definitions

2.1. Users

Users as defined in the present Terms and conditions are natural persons and legal entities who visit the Serena Job Board platform to browse for open jobs in the Serena portfolio community

3. Operation of our Services on the Serena Job Board platform

Sompani Talent Communities sets up and operates the Serena Job Board online platform in the area of human resources where Users search and find open job opportunities in Serena portfolio community, hereinafter collectively called “Services”.

4.3. Unauthorised use by minors

You are not permitted to create a Serena Job Board account on the Serena Job Board platform if you are under 18 years of age and do not have the permission of your parent(s) or legal representative, if you in any other way lack capacity and did not obtain the consent of your legal representative or if Sompani Talent Communities has definitively or temporarily banned you from using the website.

4.5. References

By using the Serena Job Board platform, User-Recruiters allow Sompani Talent Communities to use their information (company logo, company name) to identify the startup-character and disclose it to third parties.

Users shall have the right to withdraw their authorization to Sompani Talent Communities at any time by sending an email at info@serena.talent.careers.

5. Property rights and intellectual property rights

5.1. “Sompani” is a registered trademark in the Federal Republic of Germany (Deutsches Patent- und Markenamt) that is owned and used by us and may not be used, copied, reproduced or transmitted by you without the explicit consent of the owner of this trademark. “Sompani Talent Communities” is a sub-brand of “Sompani”.

5.2. Sompani Talent Communities is the exclusive owner or the licensee of all intellectual property rights, whether or not registered; technology; trade secrets; know-how; software (whether in source code or object code); company names; product names; images and graphics; design; layout; pricing policies; strategies; or other content and materials published on the Serena Job Board platform.

5.3. Since the content on the Serena Job Board platform is subject to intellectual property rights protection, such as copyright law and other applicable laws of the Federal Republic of Germany, Sompani Talent Communities reserves all its rights. Therefore the User explicitly agrees not to infringe these intellectual property rights and to abide by the following principles:

- Information on this website, including but not limited to illustrations, photographs, video or audio sequences or any graphics may not be copied or used without our prior written consent, unless authorised by law under the exception for personal use;
- Our status and that of any identified contributors/advertisers (partners or third parties) as the authors of content on the Serena Job Board platform must always be acknowledged. In this regard we advise you to carefully read those partners or third parties policy on how to use/demonstrate their intellectual property on their website;
- You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from our licensors or us.
- In the event you print off, copy or download any part of the Serena Job Board platform in violation of these Terms and conditions, your right to use the Serena Job Board platform will cease immediately and you must, at our request, return or destroy any copies of the materials you have made;
- Any potentially infringing content can be brought to info@serena.talent.careers.

6. Disclaimer - Limitation of liability – No guarantee

6.1. Sompani Talent Communities merely assumes an obligation of means and no obligation of result in that respect. Despite the continuous care taken on and attention paid by Sompani Talent Communities to the content on its website and composition of its Services, Sompani Talent Communities does not offer any guarantee regarding the exhaustiveness, correctness or reliability of the information obtained through the Serena Job Board platform and it is not liable for this. Sompani Talent Communities will not be responsible, or liable to any User or third party, for the content or accuracy of any content posted by its Users on the website.

Sompani Talent Communities is not liable for any consequential loss arising from posted assignments, including but not limited to loss of time, viruses, emotional damage, loss of chance, data loss, loss of profit, loss of revenue, legal costs and/or lawyer’s fees.

6.2. Sompani Talent Communities is not liable either for the damage caused by the User- Candidate in his capacity of worker to the User-Recruiter during and as a result of his recruitment at the User-Recruiter.

6.3. Sompani Talent Communities is not liable for any possible damage, including but not limited to direct, indirect or consequential damages, loss of profit or any delay in the execution or the non-execution of our commitments as described in our Terms and Conditions as a result of events beyond our normal control. In the exceptional event that Sompani Talent Communities would be held liable, that liability is limited to the amount of an absolute maximum of EUR 500 per calendar year for all losses together, and only upon proof of written records by the claimant of its actual loss.

6.4. Users explicitly agree that Sompani Talent Communities is not liable for any loss of or damage caused to smartphone, tablet, computer, data or computer and telecommunication systems as a result of the use of the Serena Job Board platform.

7. Termination

8.1. Each User may hide/delete its Serena Job Board Account. Hiding account means that any User may hide his/her account from showing in the search results. Reactivation is possible. Deleting account implies that the account will be removed permanently. In this event no reactivation is possible. Please follow the instructions on the website on how to terminate or delete your account.

Both hiding and deleting accounts is settled via e-mail to info@serena.talent.careers. A termination will only occur after written confirmation by Sompani Talent Communities. Please take into account the notice period as specified in the written confirmation by Sompani Talent Communities.

8.2. Sompani Talent Communities reserves the right to terminate any relationship with a User at any time for any reason at its sole discretion. Sompani Talent Communities will not have any liability to any User for any termination.

9. Protection of personal data and our use of cookies

Sompani Talent Communities is committed to protecting and respecting your privacy. Sompani Talent Communities commits to respect the Laws of Germany, concerning the protection of the private life in relation to the processing of personal data and intends to comply with European General Data Protection Regulation (Reg. 2016/679).

The User has the right to obtain access to his personal data, to correct his personal data and to oppose to the processing of its data. With regard to direct marketing each User has the right to oppose, without any cost, against our use of your personal data by sending a request by e-mail to info@serena.talent.careers accompanied by a copy of your identity card or by mail to the following address:

Sompani UG (haftungsbeschränkt)
Wildenbruchstrasse 23
c/o Ritter
12045 Berlin
Germany

With regard to the processing of personal data and cookies we advise you to carefully read our (ii) Privacy Statement below.

10. Availability and technical systems requirements

10.1. In order to use the Serena Job Board platform, the User must have a compatible mobile phone, internet access and the necessary software requirements.

Software requirements means: Android operating system version 4.1 or higher and IOS operating system 8 or higher.

The requirements may over time be upgraded to offer support for new functions and services.

10.2. Although Sompani Talent Communities makes all reasonable efforts to avoid this, it is not reliable for any technical issues such as malfunctions, interruptions or problems with electronic supply of its Services. Sompani Talent Communities cannot guarantee that faults are repaired at any time, or that the platform or the server it uses is free from viruses or other contagious and/or harmful files. Sompani Talent Communities is in no way liable for any financial or other compensation.

10.3. Sompani Talent Communities is at any time, starting immediately and without any motivation, entitled to (temporarily) limit, suspend or terminate one or more Services, temporarily or permanently terminate and/or delete the Serena Job Board User account, delete user content and issue warnings, in particular if the users' actions are in conflict with these Terms and conditions or if Sompani Talent Communities deems that actions by Users may harm the User himself, other Users, third parties, Sompani Talent Communities or the Serena Job Board platform. Sompani Talent Communities will in no way be liable for this.

11. Hyperlinks

No link may be created from any website which may harm Sompani Talent Communities or the Serena Job Board platform. This means websites that are in conflict with the legislation, websites with unethical content, or any other non-moral webpage content.

This ban applies to any form or technique of connection in which the name, address or any other element pertaining to Sompani Talent Communities, is included or shown on another website or application that harms Sompani Talent Communities or which refers internet users from this website or application to the Serena Job Board platform.

Sompani Talent Communities is not liable for any possible damage for hyperlinks to the Serena Job Board platform originating from other applications or websites allowing direct access to the Serena Job Board platform.

12. Complaints procedure

In the event that a User or third party deems to have found forbidden content or a violation of the code of conduct and usage rules, he/she may send a motivated e-mail to Sompani Talent Communities on the following address: info@serena.talent.careers. Sompani Talent Communities will take all complaints seriously and will investigate them.

Sompani Talent Communities may intervene in disputes between Users and is entitled to delete any content, if this content is in conflict with these Terms and conditions or if the content is harmful to any or all Users, Sompani Talent Communities, or a third party. When judging, Sompani Talent Communities is discretionarily competent and will always have the final say.

13. Severability

If one or several provisions of these Terms and conditions are declared void, this shall not affect the validity of the remaining provisions of these Terms and conditions. Void provisions shall be substituted by provisions, which are valid and which most closely correspond to the aim and purpose of these Terms and conditions, including the void provisions. No waiver of its rights.

14. Transfer

Sompani Talent Communities is entitled to transfer all or part of its contractual rights and duties to a third party, without needing the User's consent and without any possibility for this User to claim compensation related to this assignment.

15. Applicable law and competence

The use of the Serena Job Board platform and the Services are subjected to German jurisdiction and shall be governed by and construed under the laws of Germany. Any possible dispute, claim procedure, arising from or incident to these Terms and conditions pertain to the exclusive jurisdiction of the Courts of the judicial district of Berlin.

(ii) Privacy Statement

1. In general

Sompani builds and operates private Job Boards as well as Job Boards for Venture Capital funds, Private Equity funds, Accelerator programs and other institutional investment bodies running under respective web-domains determined on a case-by-case basis (hereinafter "our website") that operate as an online platform that offers Services for registered Users that are active in an investment portfolio of the aforementioned institutional bodies.

Sompani is committed to protecting and respecting the privacy of any user of our website in accordance with the Laws of Germany, concerning the protection of the private life in relation to the processing of personal data and complies with the European General Data Protection Regulation (Reg. 2016/679, hereinafter "GDPR").

This Privacy Statement together with our Terms and Conditions and any other documents referred to in it sets out the basis on which any personal data we may collect from you, or that you provide to us, will be processed by us.

In this statement you will find important information on the type of Personal Data Sompani processes when you as a User uses our website and how and for what purpose Sompani uses this information. Unless otherwise stipulated in this Statement, Sompani collects and processes your (personal) data only if you personally provide Sompani with your data (e.g. by registering on your Sompani account on our website). We will not collect, process or disclose any data without your explicit consent to accept the following stipulations of this Privacy Statement and we will respect your legal rights as described in section 8 below.

2. Contact details

For the purpose of the GDPR, the data controller is Sompani UG (haftungsbeschränkt). In the event of questions about the processing of your Personal Data or should you wish to check your personal data or to have them corrected or deleted, you can contact us at the following address:

Sompani UG (haftungsbeschränkt)

Wildenbruchstrasse 23

c/o Ritter

12045 Berlin

Germany

Website: www.sompani.com

Email: support@sompani.com

3. Personal Data we may collect and use

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data). Sompani may collect, use, store and transfer different kinds of personal data about Users which we have grouped and explained as follows:

3.2. What information might be collected from Users?

As a User we may collect and process the following data:

- Company information (including company Logo + short description of company); vacancy information; all the other information you voluntary provide to us;

We need this information in order to:

1. present you with interested Candidates on the Serena Job Board;

3.3. In general

Furthermore, we process your data to keep you informed of important developments within the framework of our website. In addition, we keep anonymized data to allow us to analyse the use of the website, to enable us to enhance the functionalities and design of the website, to tailor the website to the preferences of users and to help us develop new functionalities and systems.

In conclusion, we might process personal data to prevent the abuse of website and/or criminal offences and to allow us to reply to your e-mails and deal with complaints about matters like the information you post on the website.

We only collect and process your information for a limited period in order to make use of our Services as determined in our Terms and conditions. All the information that is asked from the Users at the time of registration and henceforth while using our Services is obligatory and essential if you wish to use our website and our Services. We explicitly wish to abide the data minimization principle in the GDPR. Should your personal data change, we ask you to amend them as quickly as possible so that we are at all times in possession of your correct data in order to use our Services properly.

3.4 Legal basis for the processing

Art. 6(1) lit. a GDPR serves as the legal basis for processing operations for which we obtain Consent for a specific processing purpose. The processing of Personal Data is necessary for the performance of a contract to which the Data Subject is party, the processing is based on Article 6(1) lit. b GDPR.

4. Cookies

4.1. What are cookies?

A cookie is a piece of text, which asks permission to be placed on your computer's hard drive. Once you agree, your browser adds that text in a small file. A cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

Overall, cookies help to further tailor the website to the wishes and preferences of visitors. Cookies can also be used to give the content of a website or an advertisement on a website a more personal touch. A cookie does not give us access to your computer or any information about you, other than the data you choose to share with us. You may set your web browser to notify you of cookie placement requests or decline cookies completely. A cookie usually contains the name of the server that installed the cookie, an expiry date and a unique numerical code. You can delete the files that contain cookies - those files are stored as part of your Internet browser.

4.2. Cookies that are used by Sompani

Our Sompani website uses several types of cookies:

Indispensable/necessary cookies:

These cookies are indispensable/essential if you wish to use our website and all its components. Without these cookies, Services we would provide (such as permitting log-in into the Sompani account) cannot be provided. They also perform a secure identity check: when you log on, this cookie will ensure that your identity is checked before the website gives you access to your personal information.

Analytics/Performance cookies:

We use performance cookies to collect information about visitors' use of the website for the purpose of improving, optimising and making the content of our website more efficient.

These cookies help us learn how well our website and services are performing. We use these cookies to analyse data about web page traffic and to understand, improve, and research our services available via our website.

Advertising cookies:

Our website uses advertising cookies. While visiting the website, your browsing behaviour and your demographic and profile data are anonymously processed in an advertising cookie. The website's advertisers can also install advertising cookies. The information collected via these advertising cookies is used to measure the effectiveness of the ads and to tailor them better to your possible interests.

Functionality Cookies

These cookies improve your experience by enabling personalization (like remembering language and region) as well as enabling certain features like tracking progress on matching and mutually introducing user base.

Each type of browser has its own method of managing cookies. You can find that information on the websites of Internet Explorer, Edge, Chrome, Safari and Firefox. Cookies can be disabled (see the settings of your device). Disabling cookies may affect the proper functioning of the website.

5. Disclosure of your (personal) information

Within the framework of the aforesaid objectives, the data collected can be disclosed to other companies, within the Sompani Group being SOMPANI UG (haftungsbeschränkt) and Fandidates UG (haftungsbeschränkt) and to our Users. This transfer may also occur from one of the above mentioned entities to Sompani. On request, we will provide you with a list of the companies that form part of the Sompani Group. The Personal Data can also be passed on to subcontractors providing services on behalf of the Sompani Group or acting under our instructions and authority, government bodies and in any and all cases where we are compelled to do so.

We ask that all people who have access to personal data through their work for us to respect a duty of confidence.

In principle we do not pass on your personal data to any third parties. We pass on your personal data to third parties only if and when required in order to give you access to the functionalities of our website, to give you access to website and in the cases described in this Agreement (amongst others in section 6 below). Do bear in mind that, you remain responsible for any data you choose to disclose to another user yourself.

5.1 Social media platforms and widgets

Our Website includes social media features, such as the Facebook, Twitter and LinkedIn button. These features may collect information about your IP address and which page you are visiting on our Website, and they may set a cookie to make sure the feature functions properly. Social media features and widgets are either hosted by a third party or hosted directly on our Website. We also maintain presences on social media platforms including Facebook, Twitter, and LinkedIn. Any information, communications, or materials you submit to us via a social media platform is done at your own risk without any expectation of privacy. We cannot control the actions of other users of these platforms or the actions of the platforms themselves. Your interactions with those features and platforms are governed by the privacy policies of the companies that provide them.

5.2 Links to third-party websites

Our Websites include links to other websites, whose privacy practices may be different from ours. If you submit Personal Data to any of those sites, your information is governed by their privacy policies. We encourage you to carefully read the privacy policy of any Website you visit.

5.3 Use of Google Analytics

This website uses Google Analytics, a web analysis service provided by Google Inc. ('Google'). Google Analytics uses 'cookies,' which are text files placed on your computer, to help the website analyze how users use the site. The information generated by the cookie about your use of the website will be transmitted to and stored by Google on servers in the United States. IP anonymization is activated on this website, so your IP address will be shortened beforehand by Google within member states of the European Union or in other signatory states of the Treaty on the European Economic Area. The full IP address will be transmitted to a Google Server in the USA and shortened there only on an exceptional basis. Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators, and providing other services to website operators relating to website activity and Internet usage. Google will not associate the IP address transmitted under Google

Analytics by your browser with other data held by Google. You may prevent the storage of cookies by selecting the appropriate settings on your browser software; however, we must advise you that in this case, you might not be able to use all functions of this website to the full extent. You may prevent Google from recording the data generated by the cookie and pertaining to your use of the website (including your IP address), or processing these data by downloading and installing the following browser plug-in available through the following link <http://tools.google.com/dlpage/gaoptout>.

6. Where we store your personal data

Your Personal Data will be stored on servers located in Frankfurt, Karlsruhe, and Nürnberg Germany and will only exceptionally be transferred or exported to any third country outside the European Union provided that the following safeguards are respected at all times.

Sompani stores a limited amount of personal data (namely your CV) outside the European Economic Area (EEA), namely to a company named Cloudinary, which resides in Israel. Cloudinary participates in the EU-US privacy shield (Please read https://cloudinary.com/blog/yet_another_gdpr_blog_post) and is ISO/IEC 27001:2013 certified (Please read: <https://cloudinary.com/trust>).

Sompani currently uses the following Sub-Processors (evolutive list subject to modifications):

Entity name	Address and company number	Processing activities
Hubspot	<u>Cambridge, Massachusetts, United States</u>	CRM system storing name, email etc. of VCs, Recruiters, Candidates
Amazon Web Services (AWS)	440 Terry Avenue North Seattle, WA 98109 USA	Digital infrastructure provider
Google	1600 Amphitheater Parkway	Using Gmail for emailing services, Google Drive for data storage
Zappier Inc.	548 Market St. #62411. San Francisco, CA 94104-5401	Process automations with integrations into database
NetCup GmbH	Daimlerstraße 25 D-76185 Karlsruhe	Server Host, hosting webservices
Customer.io	921 SW Washington St #820, Portland, OR 97205, United States	CRM system storing user information

Mixpanel	One Front Street, Floor 28 San Francisco, CA 94111	Platform usage analytics
Segment	100 California St #700, San Francisco.	Data collection for marketing performance optimization

Sompani will only transfer Personal Data with companies (Processors or Sub-Processors) that (i) bind themselves to the Standard Contractual Clauses (SCC) in accordance with Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council; or alternatively should SCCs not be a possibility (ii) are part of the Privacy Shield which requires them to provide similar protection to personal data shared between the Europe and the US. For further details, please read European Commission: EU-US Privacy Shield.

7. Retention period

Personal Data is being held during the Agreement and six (12) months after the end of the Agreement. After that, server logs, backups and user-associated content is destroyed if not explicitly asked by you to keep it (opt-in).

8. Your legal rights

The User has the right to (1) obtain access to your Personal Data, (2) to request correction of your Personal Data when incorrect, out of date or incomplete; (3) to request erasure of your personal data; (4) to object to the processing of your Personal Data. With regard to direct marketing each User has the right to object, without any cost, against our use of your personal data by sending a request by e-mail to support@sompani.de accompanied by a copy of the front side (RECTO) of your identity card or by mail to the following address:

Sompani UG (haftungsbeschränkt)
Wildenbruchstrasse 23
c/o Ritter
12045 Berlin
Germany
www.sompani.com

We engage to respond to all legitimate requests within one month. However, we may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it.

You have the right to file a complaint at any time to the Berliner Beauftragten für Datenschutz und Informationsfreiheit (Berlin Data Protection Authority), supervisory authority for data protection issues (<https://www.datenschutz-berlin.de/ueber-uns/organisation/>). Sompani would, however, appreciate the opportunity to first discuss your concerns in good faith directly before you approach the competent Data protection authority and therefore kindly ask you to please contact us in advance.

9. Logging on via social media channels

In the future, you will also be able to log on to the website via an account with various social media networks, such as LinkedIn. In that case, please note that we can gain access to certain data in your social media account, such as your name, profile photograph and contacts. Furthermore, in that case, your social media username and profile photograph may become automatically visible on the website and information may be published on your social media page.

Please also bear in mind that in situations like these, the privacy provisions and the terms of business/use of the social media network in question prevail and we therefore advise you to carefully read their privacy policy and instructions.

10. Security of your (personal) information

We are aware about legitimate ongoing concerns you may have with regard to security of your (personal) information online and the current challenges on cyber threats and industrial espionage.

We have put an internal information policy framework in place based on our risk-assessment and our technical partners and ourselves have implemented state-of-the-art physical and stringent system security measures to protect your data.

However, threats to data are constant and evolving and therefore we cannot provide you any full guarantee with respect to the security of your (personal) information. Therefore, we commit and strive to take the appropriate technical and organizational measures to protect your personal data against loss, unauthorised access, disclosure and unlawful processing but we cannot assume any liability whatsoever.

11. Changes to our Privacy Statement

We may modify or make changes to our privacy policy. Any modifications will be posted on this page and, where appropriate, notified to you by e-mail. Please check this page, regularly to see any updates or changes to our Privacy Statement.