

TERM OF USE AND GENERAL CONDITIONS TO ENLIZT SIGNATURE

These Terms of Use and General Conditions (“T&C”) is a legal agreement between the USER (company) (the “USER”) and REZOLVE TECHNOLOGIES INC. 124 Broadkill Road Ste.410, Milton, DE 19968 (the “REZOLVE”) to access the Portal named ENLIZT, through the electronic address: web.enlize.com or through the mobile apps (together named as “ENLIZT”) through which REZOLVE will made available to the USER the following services, when applicable:

- Dissemination of vacancies in other job sites and in social networks, wherein the USER may opt for this functionality in the system itself;
- Creation of a COMPANY customized website to publicize the vacancy. When creating and approving a vacancy in Enlize is automatically created a site of disclosure to the COMPANY like: [https:// mycompany.enlize.me/](https://mycompany.enlize.me/);
- Use of the chat tool for communication between COMPANY and CANDIDATE. This feature is available on Enlize only when the CANDIDATE uses the Enlize Application on the smartphone;
- Registration of candidates for any of these vacancies;
- Presentation of the details of the vacancy by means of videos and texts in knowledge base;
- Conduct research and test questions with the CANDIDATE;
- Capture videos for the CANDIDATE'S remote interview;
- Dissemination of the information of the CANDIDATE to the company holding the vacancy or EMPLOYERS.

By using the ENLIZT, even if partial or for testing, the USER will be bound by the terms of this T&C, agreeing with it, principally CONSENTING WITH THE ACCESS, COLLECTION, USE, STORAGE, TREATMENT AND TECHNIQUES OF PROTECTION OF THE USER INFORMATION to the integral execution of the functionalities offered by the ENLIZT. In case of disagreement of the terms presented herein, the use of the ENLIZT must be interrupted immediately.

DEFINITIONS:

USER: Company who will register on the ENLIZT to offer jobs.

ENLIZT: means the following electronic address <http://www.enlize.com> and any mobile applications, so the USER and CANDIDATES may access the functionalities available.

CANDIDATE: individual interested (natural person) in one of the vacancies made available through the ENLIZT by an USER.

CONTENT: Any and all information provided through the ENLIZT, such as texts, personal data, information, passwords, username, images, videos, audios or interactive resources.

INFORMATION: Any information provided by the USER that in some way identifies it, such as, but not limited to: Company name, address, Tax number, videos, images, telephone number, fax number or e-mail address.

1. DECLARATION OF WILL:

1.1. THE USER DECLARES HIS SCIENCE OF THE RIGHTS AND OBLIGATIONS ARISING OUT OF THIS T&C, THIS INSTRUMENT CONSTITUTE THE FULL AGREEMENT BETWEEN THE PARTIES. DECLARE, STILL, HAVE READ, UNDERSTAND AND ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS INSTRUMENT

1.2. As soon as the USER accepts this T&C, the provisions herein shall govern the relationship between REZOLVE and the USER.

1.3. The USER acknowledges that transactions that correspond to the acceptance of certain options will be registered in the REZOLVE databases, together with the date and time when the acceptance was expressed by the USER, and such information may be used as proof of acceptance of the option by the USER, regardless any other formality.

1.4. The responsibility for the INFORMATIONS indexed in the ENLIZT will always be of USER. REZOLVE will not be, in any circumstance, responsible for the INFORMATION, therefore, the INFORMATIONS will not be review at any time.

1.5. The USER declares that it is not prohibited by legal and/or contractual determination to register the INFORMATION or any other data necessary in the ENLIZT, including that it has powers to represent the Company before this T&C, when applicable;

2. CONFIDENTIAL INFORMATION AND POLICY OF THE USER SECURITY

2.1. In order to guarantee the privacy of the USER as well as the security of its Information, REZOLVE undertakes to regularly reassess its security policy and adapt it as necessary.

2.2. The USER, in addition to fully accepting the T&C, also consents, freely and expressly, that REZOLVE collects, uses, stores and processes its Information and Content, which will be necessary for the service offered be provided in its entirety. To do so, the USER consents, freely and expressly, to provide the data that allow access to your Information and Content.

2.3. The USER agrees that when accessing REZOLVE's ENLIZT, it may collect technical information about navigation, such as the browser type of the computer used to access the ENLIZT, Internet protocol address, pages visited and average time spent in the ENLIZT. Such information may be used to guide the USER himself and to improve the services offered.

2.4. The USER freely and expressly consents that its Information or Content may be transferred to third parties as a result of the sale, acquisition, merger, corporate reorganization or any other change in the control of REZOLVE.

2.5. The USER freely and expressly agrees that REZOLVE uses cookies only to control the audience and navigation in its ENLIZT and to enable the identification of segmented and personalized services to the USER profile.

2.6. In case of any change in the registration information provided by the USER, the user undertakes to inform REZOLVE of such changes in order to ensure the correct use and operation of the ENLIZT.

2.7. Notwithstanding the Information provided by the USER is safe under this T&C, the login and the password to access the ENLIZT are confidential and of exclusive responsibility of the USER.

2.8. In case the USER believes that his login and password to access the ENLIZT have been stolen or are known to others, for any reason, the USER shall immediately communicate to REZOLVE, without prejudice to the immediate password change through ENLIZT.

3. USING THE ENLIZT

3.1. This T&C grants to the USER a revocable, non-exclusive and non-transferable license to use the features provided in the ENLIZT, provided that such functionalities are in the respective USER's contracting package.

3.2. Through the ENLIZT the USER will have access to the Information made available by the CANDIDATE in the ENLIZT.

3.3. The USER is required to comply, to the extent applicable, the data protection regulations. In particular, you agree to (i) access the CANDIDATE data for explicit and legitimate purposes in accordance with the services specifically contracted and in accordance with the provisions of this T&C; (ii) treat the information of the CANDIDATE with the maximum confidentiality and in accordance with the provisions of the legislation on the protection of personal data that results in all the moments of application; (iii) not transfer personal data to individuals or legal entities other than those that may have been expressly authorized and (iv) protect the personal data to which the USER has access, guaranteeing confidentiality and preventing unauthorized third parties from having access to them.

3.4. To do so, the USER will register in the ENLIZT, providing his INFORMATION pertinent to your type of registration that will be used to access the ENLIZT Content.

3.5. The USER is responsible for the veracity, validity and accuracy of the Information provided by him in his/her register, including in relation to the indication of valid email address of his/her title, and it is also incumbent on him/her to keep this register updated. Any attempt to create a false identity, age, or e-mail address shall be deemed to be in violation of the law and the terms of this instrument, resulting in immediate and automatic termination, and shall be liable to REZOLVE or third parties if such information cause any harm to REZOLVE or third parties, and

REZOLVE, its contractors, partners or service providers may, in its sole discretion, notify the competent authorities of the event and cooperate in any way for investigation and damages or crimes committed.

3.6. REZOLVE shall have no obligation to police or inspect the Information provided by the USER, but may, in its sole discretion, exclude information that appears to be untrue or offensive to us or to forward to the appropriate authorities any content that may be considered offensive, pornographic (involving or not minors), profane, obscene, threatening or contains any material that may give rise to compensation under civil law or that may be considered, crime or criminal contravention even in theory, including but not limited to material that violates ethics, morals, and good manners, that tends or may incite racial, cultural or religious discrimination or the practice of any other crimes or contraventions.

3.7. The information used by the USER for access to the ENLIZT is confidential and the sole responsibility of the USER, who should contact REZOLVE, immediately, in the event of compromise of its confidentiality.

3.8. The use of the ENLIZT by the USER is personal and non-transferable, solely for lawful purposes related to the purpose for which it is intended, under the terms of this T&C. In no case, the USER will have access to the source code of the ENLIZT, as this is the intellectual property of REZOLVE.

3.9. REZOLVE may, in its sole discretion, at any time, and without prior communication to the USER:

- a) Terminate, modify or suspend, totally or partially, the access of the USER to the ENLIZT, when said access or registration is in violation of the conditions established in this T&C;
- b) Exclude, totally or partially, the information registered by the USER that is not in accordance with the provisions of this T&C; and,
- c) Add, delete or modify the CONTENT offered in the ENLIZT by REZOLVE, as well as any and all functionality, layout, visual appearance available on the ENLIZT.

3.10. At any time, upon prior notice to the USER at the e-mail address indicated by him register or by means of notice on the Site, REZOLVE may also:

- a) Define prices for the offer of certain contents and/or services, even if they were initially offered free of charge, and the use thereof, after said notice, is considered as agreement of the USER with such prices; and,
- b) Send to the USER email messages or other correspondence of informative, commercial and/or promotional nature, unless expressly requested otherwise by the USER.

3.11. The Parties are aware and agree that REZOLVE:

- a) May exclude the USER and his login and password, if REZOLVES finds any undue action by the USER, such as trying to access pages or data not specifically intended for him, that are not clearly made available to the public, which are reserved or protected by the password of others, that have any type of limitation of access or that are in the internal directories of the ENLIZT, being certain that any right not expressly granted to the USER and/or users of the ENLIZT is reserved exclusively to REZOLVE; and
- b) May suspend the access of the USER to the services subject to this T&C, if any divergence is found in his registration or in the information provided by him, including videos, images or information that violate the terms of this T&C.

3.12. In the same sense, in relation to vacancies announced, REZOLVE, in carrying out its activities of inspection, audit and quality programs, reserves the right to suspend and exclude from its system advertisers that do not comply with current norms and legislation and that are not in the REZOLVE quality policy. Advertising, telephone, email or any other type of electronic means are prohibited, for example:

- a) That require of the CANDIDATE, in order to participate in the selective process announced before, during or after its termination, the payment of any fee or value, or even the rendering of services without due remuneration, or for the USER, or to third parties;
- b) That they refer to pyramids, "work at home" system, partnerships, currents, irregularities, illegalities or immoralities;
- c) Containing prejudiced, socially exclusive or otherwise contrary to the Federal Constitution and its principles, current legislation or third party rights, therefore, no job advertisements are allowed to make reference to gender, age, race, religion, health conditions, sexual orientation, family status, pregnancy, political opinion, nationality, social origin and any other forms of discrimination, except where the nature of the activity to be exercised, publicly and conspicuously, requires;
- d) Offering consulting services, other than a real employment opportunity;
- e) That use third party data without proper authorization;
- f) That the descriptive of the vacancy and/or professional profile requested are not consistent with the branch of activity of the advertiser or the USER that holds the vacancy announced;
- g) That diverge from the profile of the USERS of the ENLIZT;
- h) That offer services competing with the services offered by REZOLVE.

3.13. Considering that REZOLVE does not participate in any negotiations of the USER with CANDIDATES, advertisers, or not, of vacancies in ENLIZT, the USER expressly acknowledges and agrees that REZOLVE cannot be liable, before the USER or any third party, for damages and losses of any kind that may come to be known as a result of such negotiations, whether contractual, non-contractual or of any other nature.

3.14. The access of the USER to the ENLIZT, that is, the login and the password are of his knowledge and exclusive use, and REZOLVE will not be responsible for any damages resulting from illegal access by third parties or hackers to ENLIZT, using the login and password of the USER.

3.15. By adhering to this Agreement, the USER expressly authorizes REZOLVE to keep the USER Information in its register for a period superior to that contracted, as well as any other information that the USER includes on the site, and may use them exclusively for the purpose of disclosure in the ENLIZT. The USER is aware and agrees that it may revoke such authorization proceeding in the manner established in clause 12 of this instrument, at any time, without any prejudice.

4. REMUNERATION AND FORM OF PAYMENT

4.1. The USER shall pay to REZOLVE the value of the chosen plan, according to the periodicity and form defined among the payment options made available to the USER upon hiring.

4.2. Failure to pay any amounts on the respective due dates will not result in the automatic termination of T&C, but the USER's access to the ENLIZT will be suspended until the financial issues have been settled. The access to the ENLIZT will only be restored after the identification by REZOLVE of the full payment of all amounts due while it has been suspended. The identification may occur within two business days after the date of payment by the USER. If the USER does not resolve the financial dispute within 60 (sixty) days from the expiration of the unpaid amount, REZOLVE reserves the right to terminate this T&C and erase definitively and irrecoverably all information from the USER that, by chance stored in the ENLIZT.

4.3. With the suspension of the access of the USER to the ENLIZT, REZOLVE will keep the information of the USER stored in the ENLIZT for the period of 60 (sixty) days, counted from the suspension of access.

4.4. As described in clause 4.4 above, after 60 (sixty) days from the suspension of the USER's access to the ENLIZT, REZOLVE will notify the USER to pay the amounts owed, being that the non-discharge of the debts will result in the registration of the USER in the organs protection.

5. INTELLECTUAL PROPERTY

5.1. The USER does not acquire, by this instrument, any intellectual property rights or other exclusive rights, including patents, drawings, trademarks, copyrights or rights regarding confidential information or business secrets, about or related to ENLIZT or any part of it. The USER also does not acquire any rights over or related to the ENLIZT or any component thereof, other than the rights expressly licensed there to under this T&C or in any other Contract mutually agreed by written that the USER may have entered into with REZOLVE. Any rights not expressly granted herein are reserved.

5.2. REZOLVE shall also be the exclusive property of ENLIZT, including, but not limited to, texts, graphics, images, logos, icons, photographs, editorial content, notifications, software (including mobile applications) and any other material.

5.3. Subject to the terms and conditions of this instrument, this T&C grants the USER a revocable, non-exclusive and non-transferable license to use the ENLIZT functionality contracted by the USER. The USER may not use or permit the use of the ENLIZT for any purpose other than that established in this T&C. This license does not imply the ability to access other software than those originally located in the ENLIZT.

6. RESTRICTIONS

6.1. Under no circumstances is it allowed to the USER or third parties, in general:

- a) To copy, assign, sublicense, sell, lease or guarantee, reproduce, donate, sell in any way, transfer in whole or in part, under any conditions, free of charge or onerously, provisionally or permanently, the right to access ENLIZT object of this T&C or the features contained therein, as well as its modules, mobile applications, parts, manuals, trademarks or any information relating thereto;
- b) Reverse engineering, decompilation or disassembly of the ENLIZT or using automated mechanisms (robots) for access, inclusion, deletion or copying of information or content of the ENLIZT.

7. THE DEADLINE

7.1. This T&C shall enter into force on the date of its acceptance by the USER and shall remain in force for an indefinite period.

8. MODIFICATIONS

8.1. REZOLVE may, at any time, change this T&C in its sole discretion. Any changes to this T&C will be reported through the ENLIZT.

8.2. The date of the last update made by REZOLVE in T&C will always be indicated.

8.3. The USER understands and agrees that, once the change of this T&C in the ENLIZT is published, the use of the ENLIZT will be submitted to the updated T&C.

9. DISCLAIMER OF LIABILITY OF REZOLVE

- a) For damages or losses arising from administrative, managerial or commercial decisions taken on the basis of the information provided through the ENLIZT;
- b) Problems defined as "acts of God" or "force majeure" by the current legislation;

- c) Possible problems arising from actions of third parties that may interfere with the quality of the service;
- d) For non-publication of contents due to non-fulfillment of requirements, by the USER, necessary for publication;
- e) REZOLVE will not be responsible for reviewing the information provided by the USER, either with regard to the accuracy of the data, either the legality or threatened breach due to the provision of such information, and;
- f) REZOLVE will not be responsible for any products and/or services offered through the sites and/or third-party virtual media through the ENLIZT, and does not assume any responsibility arising from the existence of links between contents of this site and contents located outside it, or any other mention of contents external to this Website. Such links or statements are for information purposes only and do not in any way imply the support, approval, marketing or relationship between REZOLVE and the persons or entities that are the authors, owners and/or administrators of such content or sites.

10. LIMITED WARRANTIES

10.1. To the maximum extent permitted by applicable law, the ENLIZT is provided "as is" and "as available", with all faults and without warranty of any kind.

10.2. REZOLVE does not guarantee that the functions contained in the ENLIZT will meet your needs, that the operation of the ENLIZT and its functionalities will be uninterrupted or error free, that any service will remain available, that defects in the ENLIZT functionalities will be corrected.

11. LIMITATION OF LIABILITY

11.1. In no event REZOLVE shall be liable for personal injury or any incidental, special, indirect or consequential damages, including, without limitation, damages for loss of profit, corruption or loss of data, failure to transmit or receive data, non-business continuity or any other commercial loss or loss arising out of or related to your use or your inability to use the ENLIZT for any other reason. Under no circumstances the entire liability of REZOLVE in respect of the USER for all damages will exceed the amount of U\$ 1,000.00 (one thousand dollars).

12. TERMINATION

12.1. The USER may cancel this T&C at any time through opening a call in the "HELP" area available on the ENLIZT.

13. LEGAL PROVISIONS

13.1. This T&C obliges the parties and their successors and only the USER has a non-exclusive license for the use of the ENLIZT, being, however, prohibited from transferring the rights and obligations imposed by this instrument. Such limitation, however, does not affect REZOLVE,

which may, at any time, assign, in whole or in part, the rights and obligations inherent to this T&C;

13.2. The tolerance of one party towards the other regarding noncompliance with any of the obligations assumed in this contract shall not lead to novation or waiver of rights. The tolerant party may, at any time, demand from the other party the faithful and complete fulfillment of this contract;

13.3. The contractual termination does not constitute a breach of the obligations assumed herein as a result of facts that are independent of the will of the parties, such as those that constitute acts of God and force majeure;

13.4. If any provision of this T&C is held null, void, invalid or inoperative, no other provision of this T&C will be affected as a consequence thereof, and therefore the remaining provisions of this T&C will remain in full force and effect as if such void, voidable, was not contained in this T&C;

13.5. The USER agrees that REZOLVE may disclose the termination of the contract for commercial purposes, mentioning the USER's name and trademark in commercial campaigns, and may also disseminate messages sent in written or oral form, by telephone, for use on websites, newspapers, magazines and other campaigns, as long as this T&C is in force. The USER further agrees to receive notifications via e-mail, SMS, or any kind of communication, about training, partnerships and campaigns related to the ENLIZT;

13.6. In this act, the USER expressly authorizes REZOLVE to collect and use its technical and operational data present in the ENLIZT for purposes of studies and improvements in the same or in its functionalities.

14. APPLICABLE LAW

This T&C will be governed, interpreted and will be subject to the American laws and, in case of default of the obligations contracted herein, USER and REZOLVE, immediately elect, irrevocably and irreversibly, the jurisdiction of Delaware, to resolve any doubts or controversies arising from this T&C, to the exclusion of any other, however privileged it may be.

Milton/DE, December, 1st of 2018.

REZOLVE TECHNOLOGIES INC.