



Terms of Use

1. INTRODUCTION

Welcome to the website and online services of Talents ASCEND, Inc. ("**Talents ASCEND**," "**we**," or "**us**"). These Terms of Use are a **contract** between Talents ASCEND, Inc. and yourself (Candidate), or between Talents ASCEND, Inc. and the employer (Member), and explain the terms and conditions by which you may use and/or access our services and website (collectively, the "Services"). By accessing or using the Services, you signify that you have read, understood, and agree to be bound by this Terms of Use agreement (the, "**Agreement**"), whether or not you are a registered user, partner, or customer of the Services.

We reserve the right to amend this Agreement at any time by notifying you as provided in this Agreement. Your continued use of the Services after any such change constitutes your acceptance of the revised Terms of Use. If you do not agree to any of these terms of this Agreement, do not use or access (or continue to access), the Services.

2. USE OF THE SERVICES

A. Eligibility

You must be at least eighteen (18) years of age so that you can form a binding contract with Talents ASCEND. You may not use the Services if your use of the Services has been previously terminated or suspended by Talents ASCEND, unless we have provided you with specific written authorization to re-use the Services.

B. Functionality

By providing Talents ASCEND your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service.

By using the Services, you acknowledge that we do not have control over the integrity, responsibility or actions of Candidates (beyond requiring the candidate to attest to the accuracy of their information) or Clients.

C. User Accounts

The information in this section applies to all User accounts. You may control your profile information by changing the information in your Profile page (all) and Career Preferences page (candidates). When creating your account or uploading information to the Services through your account, you represent and warrant that you will provide accurate and complete information. You are solely responsible for the activity that occurs under your account. All Users must keep their account passwords secure. We encourage you to use "strong" passwords (passwords that use a combination of upper and lowercase letters, numbers and symbols) with your account. You must notify Talents ASCEND immediately of any breach of security or unauthorized use of your account. Talents ASCEND will not be liable for any losses caused by any unauthorized use of your account.



Users have no ownership rights in their accounts and in the event that your account is terminated by you or us, the contents of your account may not be available. Talents ASCEND reserves the right to delete a User Account in the event of any inactivity.

Talents ASCEND may suspend or terminate your account and/or your access to the Services, or any portion of the Services at any time without notice to you, if we believe that you have violated the terms of this Agreement. Upon any such termination, all the provisions of this Agreement shall continue to survive except for any provisions that grant you access to any of the Services. You agree that we will have no liability to you for any termination or suspension of your access to the Services or your account, or the deletion of information contained within such account.

D. General Rules for Use of Services

We may, without prior notice, change any aspect of the Services; stop providing the Services or features of the Services. We may permanently or temporarily limit, condition, terminate or suspend your access to the Services or any features thereof, without notice and liability for any reason, including if in our sole determination you breach or violate any provision of this Agreement, commit fraud or other abuse using the Services, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

You are solely responsible for your interactions with other Talents ASCEND Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Talents ASCEND shall have no liability for your interactions with other Users, or for any User's action or inaction. Talents ASCEND shall have no obligation to you to enforce this Agreement against any other User.

E. Support

If you have any questions about the Services or your Account, please email us at findtalent@talentsascend.com

3. USER CONTENT AND USERS

The Services may allow Users to post and/or provide content that may be viewable by other Users, including, but not limited to, Job Profiles, company information, a candidate's profile information, content of messages, photo, logos, trademarks, certifications, degrees, and other content or information ("**User Content**").

User Content is the sole responsibility of the person or entity that provided the User Content. You shall be solely responsible for your User Content and the consequences of posting, providing, or publishing it.

You agree that Talents ASCEND makes no representations, warranties, promises, or guarantees regarding any content provided or generated by third parties, including, without limitation, the content of messages, Job or Skills profiles. You further agree that Talents ASCEND acts as a passive conduit for the distribution, provision, and publication of User Content, and has no obligation to screen or verify the accuracy, legality, legitimacy, truthfulness, or completeness of User Content, and accordingly, you accept that Talents ASCEND is not responsible and has no liability, for User Content. You understand that you may be exposed to User Content that is inaccurate, incomplete, illegal, misleading, false, offensive, constitutes spam, or is otherwise



unsuited to your purpose, and you accept that it is your responsibility to verify the quality, accuracy, truthfulness, legality, or reliability of User Content, including, without limitation, veteran status, and Job Profiles. Your reliance on any User Content is at your own risk. Notwithstanding the foregoing, although Talents ASCEND has no obligation to screen User Content, to the extent that Talents ASCEND becomes or is made aware of, User Content that may or does (i) violate the terms of this Agreement or any other Agreement you have with Talents ASCEND, or (ii) violate any law or regulation, or (iii) violate the rights of third parties, or (iv) create liability for Talents ASCEND or otherwise negatively impact Talents ASCEND, Talents ASCEND reserves the right to reject and/or remove such User Content, and suspend and/or terminate any User Account associated with such User Content.

Please note Section 230 of the U.S. Communications Decency Act ("**CDA**") (and the equivalent or similar laws in your jurisdiction), which are intended to exclude or limit the liability of online service providers such as Talents ASCEND, which provide or make available access to third-party user generated content (see § 230 (c)(1) which states: *No provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information content provider*).

The decision by Talents ASCEND to remove or not post or distribute any User Content, does not by itself amount to participation in the creation of such User Content and accordingly, does not constitute a waiver of the immunity afforded by the CDA. Additionally, § 230 (c)(2) of the CDA specifically provides: *"No provider or user of an interactive computer service shall be held liable on account of (A) any action voluntarily taken in good faith to restrict access to or availability of material that the provider or user considers to be obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable whether or not such material is constitutionally protected....."*

You understand and agree that Talents ASCEND does not, and cannot, confirm that each User is who he/she/they claim to be. We are not responsible for authenticating Users and therefore it is your responsibility to conduct the appropriate due diligence before communicating or interacting with other Users, including, without limitation, Job Seekers, employers, staffing agencies, and recruiters. You assume all risks associated with Users with whom you come into contact. If you have any disputes or issues with any User you agree to pursue any remedies directly with the applicable User and you release Talents ASCEND, its subsidiaries, and their respective employees, directors, and agents from all claims, demands and damages of every kind (actual and consequential and direct and indirect) known and unknown, suspected, and unsuspected, disclosed and undisclosed, to the fullest extent permitted by law.

Talents ASCEND reserves the right to disclose User Content and any information related to the provider of such User Content, to third parties in connection with the operation and provision of the Services, to enforce the terms of any agreement that we have with you, to comply with legal obligations and requests from governmental authorities, law enforcement agencies, court orders, subpoenas, etc., and to protect the interests of Talents ASCEND where necessary. For the avoidance of doubt, you agree that we have the right to disclose your identity to a third party who is claiming that any User Content you posted, provided, or uploaded is fraudulent, false, or misleading or constitutes a violation of the law, or a violation of their intellectual property or ownership rights, or of their right to privacy.



A. Exporting Unlocked Candidate information

Users agree that upon exporting the unlocked candidate's information (name and email) from Talents ASCEND, the information cannot be sold to a third party or used for any reason other than to contact the candidate for employment.

4. OUR PROPRIETARY RIGHTS

With the exception of content owned by, or licensed from, third parties, the Services and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and content (the, "**Talents ASCEND Content**"), and all Intellectual Property Rights related thereto, are the exclusive property of Talents ASCEND. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under, any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any materials or content accessible on the Services. Use of the Talents ASCEND Content or materials on the Services for any purpose not expressly permitted by this Agreement is strictly prohibited.

5. PAID SERVICES

A. Billing Policies

Services are provided for a fee. If you elect to use the Services, you agree to the pricing and payment terms for the applicable Services, as we may update them from time to time. **Fees are billed in advance of service.** Talents ASCEND may add new services and products for additional fees and charges, or amend fees and charges for existing services, at any time in its sole discretion. Written notice will be provided for any change to the fees which shall become effective in the billing cycle following notice of such change to you.

B. No Refunds

You may cancel your membership at any time and you accept that you will not receive a refund of pre-paid fees for such cancellation. In the event that Talents ASCEND suspends, limits, conditions, or terminates your access to the Services and/or your account due to your breach of this Agreement or any other agreement that you have with Talents ASCEND, you understand and accept that you will not receive a refund for any unused time with respect to fees that you have pre-paid for a membership plan or service, and to the extent that you have not paid the applicable fees, you will remain liable to pay Talents ASCEND the entire fees due for the membership, product or service, as applicable.

C. Payment Information

All information that you provide in connection with a monetary transaction must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction at the prices in effect when such charges are incurred.

D. Credit and Debit Cards

In using a credit card or debit card to pay for any Services, you authorize Talents ASCEND to charge your credit or debit card (or other acceptable payment method that you have chosen from



those offered) ("**Payment Method**"), for the applicable fees for the duration of the applicable term of your selected membership plan. **You represent that you are authorized to use the Payment Method on your company's behalf**, and you agree to accept an electronic record of a receipt. If at any time your Payment Method will not accept the charge for fees due, you agree that Talents ASCEND may suspend or terminate your access to the applicable Services and that you will continue to remain liable for the full payment for such Services even after your access to the Services has been terminated or suspended. By providing any Payment Method, you agree that applicable credit card, debit card and billing information may be shared with third parties such as payment processors and credit agencies, and/or collection agencies for the purposes of checking your credit, effecting payment, collecting payments and late fees if applicable, and for providing the applicable Services to you or in order to enforce our agreement with you. We may also share this information with law enforcement authorities and in response to subpoenas, court orders, and search warrants.

E. Membership Services

(i) Membership Plans. Membership Plans will expire at the end of the plan term. Your Concierge Acquisition Manager (CAM) will contact you 30-days prior to the end of your plan term to update you on the plan changes and any Service enhancements. The membership can be extended or renewed at any time. Cancellation requests should be made in accordance with Section 5 E. (ii) below.

(ii) Cancellation. For paid Membership Plans, you may cancel at any time effective at the end of the Plan Term by sending an email to findtalent@talentsascend.com, and one of our representatives will contact you. Your account will be cancelled and expire at the end of the Plan Term. Once your membership expires, you will lose access to all content and features under your selected Membership Plan. You agree and accept that you will not receive any refund of any pre-paid fees.

(iii) Suspension or Termination for Breach. Talents ASCEND can suspend or terminate your access to the Services and/or this Agreement in the following instances: (i) if you breach this Agreement and cannot correct the breach within the period required by Talents ASCEND if the breach is capable of cure; (ii) immediately, if you fail to pay any monies owed to Talents ASCEND for paid services or if you become the subject of a bankruptcy, insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding; (iii) immediately in the event of recurring violations of this Agreement; and (iv) for convenience via email notification to you and in the event of such termination for convenience, you will receive a pro-rata refund of any pre-paid fees pertaining to Services paid for, but not provided, for the balance of the applicable term of your then-current Membership Plan. In the event of any termination or suspension of your access to the Services and/or termination of this Agreement or any other agreement you have with Talents ASCEND (other than a termination for convenience by Talents ASCEND as described in such agreements), you remain responsible for the entire amount of the fees pertaining to the applicable Services. Talents ASCEND may suspend your access to the Services without notice in the event of a suspected violation of this Agreement. You may terminate this Agreement if Talents ASCEND materially breaches this Agreement and does not cure the breach within ten (10) days after receipt of written notice from you, which notice must be emailed to: findtalent@Talentsascend.com. Pre-paid fees are non-refundable, except in the case of an



uncured material breach by Talents ASCEND, in which case you will receive a pro-rata refund of any pre-paid fees pertaining to Services paid for, but not provided, for the balance of the applicable term of your then-current Membership Plan.

6. PRIVACY

Your personal data will be collected and processed by Talents ASCEND in accordance with our Privacy Policy. The personal data collected may include, without limitation, your name, address, telephone and email address and other data as part of your Career Preferences/Skills Profile. Talents ASCEND does not sell this information to anyone.

7. SECURITY

We take every measure possible to protect our user's data. Unfortunately, the transmission of information over the Internet is not completely secure and we cannot, therefore, guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

8. INDEMNITY

To the maximum extent permitted by applicable law, you agree to defend, indemnify and hold harmless Talents ASCEND and its subsidiaries, and their respective directors, officers, board members, employees, agents, successors and assigns, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to all legal fees and expenses) arising from: (i) your use of and access to the Services, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement and any other agreement that you have with Talents ASCEND, including without limitation your breach of any of the representations and warranties herein; (iii) your violation of any third-party rights, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation, including, without limitation, your violation of the US Fair Credit Reporting Act and any applicable data protection laws; (v) any claims or damages that arise as a result of your User Content; (vi) any other party's access and use of the Services with your account or log-in information; and/or (vii) your intentional or willful misconduct, or negligence.

9. NO WARRANTY

A. Disclaimer of Warranties

Except as otherwise expressly provided in this agreement and to the maximum extent permitted by applicable law, Talents ASCEND does not guarantee any results from using the services, the services are provided on an "as is" and "as available" basis. Use of the services are at your own option and risk. To the maximum extent permitted by applicable law, the services are provided without warranties, conditions, or terms of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, satisfaction quality, fitness for a purpose or a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained by you from Talents ASCEND, its employees, or agents, or through the services, will create any warranty, term or condition not expressly stated herein. Without limiting the foregoing, we do not warrant that (1) Any content provided on or through the services is accurate, legally compliant, up-to-date, reliable or correct; (2) The services will meet your requirements; (3)



the services will be available at any particular time or location, or will be uninterrupted or secure; (4) Any defects or errors will be corrected; or (5) that the services are free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the services is downloaded or available at your own option and risk and you will be solely responsible for any damage to your computer system or loss of data or any other type of loss that results from such content or your use of the services.

10. LIMITATION OF LIABILITY

- (A) To the maximum extent permitted by applicable law and except as otherwise expressly stated in this agreement, in no event shall Talents ASCEND, its subsidiaries, and their respective board members, directors, officers, employees, agents, successor and assigns, be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise for any (I) Direct, Indirect, Punitive, Incidental, Special, Consequential or exemplary damages or losses; (II) Loss of profits, goodwill, use, data that result from the use of, or inability to use, the services. Under no circumstances will Talents ASCEND be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the services of your account or the information contained therein.
- (B) To the maximum extent permitted by applicable law, Talents ASCEND assumes no liability or responsibility for any (I) errors, mistakes, or inaccuracies of content; (II) Personal injury or property damage, of any nature whatsoever, resulting from your access to or use of the services; (III) Unauthorized access to or use of our systems or servers and/or any personal information stored therein; (IV) Interruption or cessation of transmission to or from the services; (V) Bugs, viruses, trojan horses, or the like that may be transmitted to or through the services by any third party; (VI) Errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the services; (VII) User content or (VIII) the defamatory, offensive, or illegal conduct of any user or third party.
- (C) In no event shall Talents ASCEND, its subsidiaries, and their respective officers, directors, employees and agents, successors and assigns be liable to you for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount you paid to Talents ASCEND in the 3 month period immediately preceding the event that gave rise to the claim or USD \$10, whichever is lesser.
- (D) This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, breach of statutory duty or any other basis and even if Talents ASCEND has been advised of the possibility of such damage.

11. GENERAL

A. Governing Law and Location

The Services are controlled and operated by Talents ASCEND from within the United States of America. Talents ASCEND makes no representations that the Services or the materials available via the Services, are appropriate or available for use in locations outside of the United States. Those who choose to access the Services from other locations do so on their own initiative and are responsible for compliance with all United States of America laws as well as local laws, if and to the extent local laws are applicable.



B. Assignment

This Agreement shall be personal to you and you may not assign, transfer, sublet, lease or delegate all or any of your rights and obligations, without the prior written consent of the General Counsel of Talents ASCEND or his/her designee. Talents ASCEND can assign this Agreement or delegate its obligations without restriction.

C. Relationship of the Parties

Nothing in this Agreement shall be construed as making either party the partner, joint venture, employer, contractor, or employee of the other. Neither party shall have or hold itself out to any third party as having any authority to make any statements, representations, or commitments of any kind, or to take any action, that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound. Except as set out in this Agreement, only you and Talents ASCEND may enforce this Agreement as this contract is between you and Talents ASCEND; no other party shall be entitled to enforce the terms of this Agreement.

D. Notification Procedures

Talents ASCEND may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on our websites, as determined by Talents ASCEND in its sole discretion. Talents ASCEND reserves the right to determine the form and means of providing notifications to Users. Talents ASCEND is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us.

Under California Civil Code Section 1789.3, California users of the Services receive the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

E. Compliance with Laws

You agree to comply with all applicable laws, regulations, and ordinances in the use of the Services and the conduct of your activities.

F. Confidentiality

Pursuant to your use of the Services, you may receive information or be exposed to features and functionality that are not known or available to the public, including, but not limited to, login credentials, technology, API Keys, dashboards, widgets, insertion codes, and guidelines and documentation relating to the Services ("**Confidential Information**"). You agree that: (i) all Confidential Information will remain the exclusive property of Talents ASCEND; (ii) you will use Confidential Information only as is necessary for your use of the Services and in accordance with this Agreement; (iii) you will not disclose Confidential Information to any third party; and (iv) you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Agreement. You further agree not to share with, or otherwise disclose to, any third party, log-in credentials or any other mechanism that permits access to the Services or any other non-public area of the Talents ASCEND websites.



G. Equitable Relief

You acknowledge that a breach by you of any confidentiality or proprietary rights provision of this Agreement may cause Talents ASCEND irreparable damage, for which the award of damages would not be adequate compensation. Consequently, Talents ASCEND may institute an action to enjoin you from any acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and additionally, Talents ASCEND may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which we may be entitled at law or in equity.

H. No Publicity.

You shall not publicly disclose, issue any press release nor make any other public statement, nor otherwise communicate with the media, concerning the existence of this Agreement or the subject matter hereof, or the relationship with us without the prior written approval of our legal department. You further agree not to misrepresent or embellish your relationship with us. You agree to refer any inquiry that you receive from the media or other third parties, concerning this Agreement, the Services, and/or Talents ASCEND, to: findtalent@talentsascend.com.

I. Electronic Contracting.

Your use of the Services includes the ability to enter into agreements and/or to make transactions electronically. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by this agreement, and that your intent to be bound by electronic submissions applies to all records relating to transactions you enter on any Talents ASCEND website, including notices of cancellation, policies, contracts, and applications.

J. Miscellaneous.

Any waiver of any provision of this Agreement will be effective only if in writing and signed by Talents ASCEND. No failure by Talents ASCEND to exercise, or to delay in exercising, any rights hereunder shall operate as a waiver hereof, nor shall any single or partial exercise of any right hereunder by Talents ASCEND preclude any other or future exercise of that right or any other right hereunder by Talents ASCEND. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from this Agreement.