**TERMS OF SERVICE FOR CANDIDATES**

Effective from July 15, 2021

These Terms of Service together with any documents referenced below (Code of Conduct, Cookie Policy, Copyright Policy, Privacy Policy, Trademark Policy, etc.) are, collectively, *the Agreement*. As long as you comply with the Agreement, we will provide you with access to and use of the https://tlnt.li website, the Talentli system, as well as any technologies and/or features accessible within the Talentli system (collectively, *the Services*).

This Agreement is a legally binding contract between Talentli, a limited liability company (referred to throughout the Agreement as *Talentli*, *we*, *us*, *our*), and you, the person accessing and using the Services (referred to throughout the Agreement as *Candidate*, *you*, *your*) for your own, personal purposes.

Talentli and you are the parties to the Agreement (referred to throughout the Agreement as, each, *Party*, *it*, *its*, and, collectively, *Parties*, *they*, *their*).

**NOTE: The difference between Candidate and Employer.** You may access and use the Services for your own, personal purposes. You may also access and use the Services in connection with the work for your employer.

– If you sign up to the Services sing your personal email address (for your own, personal purposes, unaffiliated with the work for your employer) you are Candidate.

– If you sign up to the Services on behalf of an organization, using your corporate email address, the organization that you represent is Employer. By signing up to the Services on behalf of an organization, you warrant that you have all rights, power, and authority to bind such organization to the Agreement.

Our Terms of Service for Employers are available here.

By clicking that you accept the Agreement, you acknowledge that you have read the Agreement, understood the Agreement, and agree to be bound by the terms of the Agreement. If you do not agree to be bound by the terms of the Agreement, you must not click that you accept the Agreement and you must not access or use the Services.

**1 THE SERVICES**

**1.1 Authorized Users.** Candidate is not allowed to authorize any other individuals and/or contractors working on behalf of Candidate to access and use the Services (*Authorized Users*).

**1.2 Candidate Information.** You may add, create, post, share, submit, upload, or otherwise make available through the Services any information and materials, including but not limited to texts, documents, files, images, photos, audio and video materials (collectively, *Candidate Information*).

You have the sole right and responsibility for managing your access to and use of the Services, as well as use of Candidate Information. You are responsible for all your login credentials (e.g. usernames and passwords). Accordingly, you are responsible for all resulting damages, losses, and/or liabilities if your login credentials are not kept confidential by you. You are also responsible for actions taken on the Services by unauthorized third parties accessing and using the Services through your Account.

**1.3 Beta** **Services.** We may occasionally make new Services and/or new features within existing Services – available to you for evaluation and testing (*Beta* *Services*). Beta Services will always be identified within the Services as *beta*, *pre-release*, or *early-release* (or other words or phrases with similar meanings). Whether you choose to use Beta Services is completely within your control. If you choose to use Beta Services, you understand and agree that Beta Services are made available on an “AS IS” and “AS AVAILABLE” basis, without any warranties, indemnities, or support commitments of any kind.

**1.4** **Support Services.** Talentli uses commercially reasonable efforts to provide basic technical support for the Services to Candidate (*Support Services*).

**2 USE OF THE SERVICES AND RESTRICTIONS**

**2.1 License to** **Access and Use.** For the duration of the Agreement, Talentli grants to you a non-exclusive, non-transferable license to access and use the Services and any related technical documentation generally published by Talentli to all Candidates in accordance with this Agreement.

To the extent that we may make software components available, via app stores or other channels, as part of the Services, Talentli grants to you a non-sublicensable, non-transferable, non-exclusive, limited license to use the object code version of these components, but solely as necessary to use the Services and in accordance with this Agreement. There are no implied licenses granted to the Services, all of our rights not expressly granted by the license in this Section are retained by us.

**2.2 License Restrictions.** You agree to comply with any usage limitations of the Services. You also agree that you will not, and will not allow any third parties to, directly or indirectly:

a copy, create, modify, and/or translate derivative works based on the Services;

b decompile, reverse assemble, reverse compile, reverse engineer, and/or otherwise attempt to discover the object code, source code, non-public APIs, underlying ideas or algorithms of the Services, except as and only to the extent this restriction is prohibited by law;

c assign, distribute, lease, license, rent, resell, sell, sublicense, time share, transfer, and/or otherwise commercially exploit or make the Services available to any third party;

d remove or obscure any copyright, trademark, and/or other proprietary notices, legends or Talentli branding contained in or on the Services;

e use the Services in any way that violates any applicable local or international law or regulation;

f attempt to damage, disrupt any parts of, gain unauthorized access to, and/or interfere with the Services;

g use the Services to build or support (and/or assist a third party in building or supporting) any products or services competitive to the Services.

**2.3 Code of Conduct.** You agree to comply with our Code of Conduct, the current version of which is located at https://tlnt.li/code-of-conduct

We may update our Code of Conduct from time to time by posting an updated version to the forgoing URL and notifying you of any material changes. However, we agree that such changes will not have the effect of materially altering any limitations on liabilities, indemnities, or warranties made under this Agreement.

**2.4 Restrictions on Candidate Information.** You are responsible for the content of Candidate Information and the way you choose to use the Services to store, process, or protect Candidate Information.

Except for our own obligations of confidentiality and data security hereunder, you are therefore solely responsible for ensuring compliance with all applicable laws that may apply to Candidate Information, including but not limited to privacy laws.

Unless otherwise agreed to in writing by both Parties, you may not submit any Candidate Information that includes an ID number, passport number, driver’s license number, or similar identifier (e.g. IBAN, IIN, BIN, social security number, etc.), credit card or debit card data, or any other information which may be subject to data privacy and security laws intended to protect sensitive personal information, including but not limited to the Gramm-Leach-Bliley Act (GLBA), the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HiTECH), the Family Educational Rights and Privacy Act of 1974 (FERPA), or the Children's Online Privacy Protection Act (COPPA).

We do not make any representations as to the adequacy of the Services to process information which may be subject to data privacy and security laws intended to protect sensitive personal information or to satisfy any legal or compliance requirements which may apply to Candidate Information, other than as described herein.

The Services are also not intended for and should not be used by anyone under the age of 16. You must ensure that you are over 16 years old.

**2.5 Responsibility.** You acknowledge and agree that Talentli is acting only as a passive conduit for your online distribution of Candidate Information. To the extent permitted under applicable law and except as otherwise set forth under the terms of Sections 9 and 10 we take no responsibility and assume no liability for protection of Candidate Information.

You are fully responsible for your compliance with this Agreement, though you agree that we may review all conduct of Candidates across the Services, including the content of Candidate Information, for the purpose of checking compliance with the terms of this Agreement, but we have no obligation to do so.

If we believe there is a violation of this Agreement that can be remedied by your removal of certain Candidate Information, we may ask you to take direct action rather than intervene. However, we reserve the right to take further action (including suspending your access to and using of the Services, or removing certain Candidate Information), when we deem it reasonably appropriate if you do not take suitable action yourself, or if we believe you are violating applicable law, or there is a credible risk of harm to us, the Services, any other Candidate, or any Authorized User.

**3 PAYMENT OBLIGATIONS**

Candidate does not pay any fees for accessing to and using of the Services.

**4 TERM AND TERMINATION**

**4.1 Agreement Term.** This Agreement becomes effective when you accept it through the Sign Up Process and terminates when you deactivate your Account.

**4.2 Renewal.** Your access to the Services will automatically renew for additional period equal to 1 (one) year. Either Party may choose not to renew your access to the Services. If you do not wish to renew your access to the Services, you can always deactivate your Account in the Account Settings. If we choose not to renew your access to the Services, we will notify you and deactivate your Account at the end of of the applicable, then-current period.

**4.3 Termination.** Either Party may choose to terminate this Agreement. If you wish to terminate this Agreement, you can always deactivate your Account in the Account Settings. If we choose to terminate this Agreement, we will notify you at least 7 (seven) days before termination and then deactivate your Account.

**4.4 Effect of Termination.** Except as otherwise set forth herein, upon any termination of the Agreement, all licenses granted hereunder will immediately terminate and Candidate will no longer have the right to access or use the Services.

Following termination, we may – upon request – provide Candidate with access to the Services for the sole purpose of exporting Candidate Information for a period of 90 (ninety) days. After 90 (ninety) days – following termination of the Agreement – we have no obligation to maintain or provide any Candidate Information and will thereafter, unless legally prohibited, delete all Candidate Information in our systems, or otherwise in our possession, or under our control.

**4.5 Survival.** Sections 2.4, 2.5, 3, 4.4, 4.5, 5, 6, 7, 8, 9, and 11 will survive any termination or expiration of this Agreement.

**5 INTELLECTUAL PROPERTY**

**5.1 Ownership of the Talentli Materials.** Talentli owns the Services and technical documentation related to the Services (collectively, *the Talentli Materials*). Talentli retains all rights (including, without limitation, all patents, copyrights, trademarks, trade secrets, and other intellectual property rights), titles and interests in and to the Talentli Materials, all related and underlying technology, any enhancements, fixes, modifications, patches, updates, upgrades, and workarounds thereto, and all derivative works of any of the foregoing. There are no implied licenses under the Agreement and any rights not expressly granted to Candidate in this Agreement are expressly reserved by Talentli.

**5.2** **Your License to Talentli**

**a Ownership of Candidate Information.** As between Talentli and Candidate, Candidate owns all rights, titles, and interests in and to Candidate Information.

**b License to Candidate Information.** By adding, posting, sharing, storing, submitting, uploading, or otherwise making Candidate Information available through the Services, you grant us, and represent and warrant that you have all rights necessary to grant us (including, without limitation, any necessary consents and authorizations from individuals identified in Candidate Information and licenses from third parties whose information is included in Candidate Information), a royalty-free, sub-licensable (as necessary to Subprocessors as described in Section 10.2 below), non-transferable (except permitted under Section 11.9 below), non-exclusive, worldwide license to display (to other Candidates and Authorized Users), distribute, host, modify (e.g. to make sure Candidate Information displays properly through our Service), publish, reproduce, store, translate, use, list information regarding, and make derivative works of Candidate Information in any form, media, or technology, whether known now or developed hereafter, solely in connection with our provision of the Services to you.

**5.3 Usage Data.** As we operate the Services, we collect data pertaining to your interactions with the Services, including information about the performance of the Services and measures of the operation of the Services (*Usage Data*). Notwithstanding anything else to the contrary herein: provided that Usage Data is aggregated and anonymized, and no personally identifiable information of Candidate is revealed to any third party, the Parties agree that Talentli is free to use Usage Data in any manner.

Talentli owns all rights, titles, and interests in and to such Usage Data.

For clarity, this Section does not give Talentli the right to identify Candidate as the source of any Usage Data.

**5.4 Feedback.** You may from time to time provide suggestions, comments, and/or other feedback with respect to the Services (*Feedback*).

For the avoidance of doubt, Feedback only refers to suggestions, comments, and/or other feedback provided to Talentli regarding the Services. We may want to incorporate this Feedback into the Services and this clause provides Talentli with the necessary license to do so. You hereby grant to Talentli a royalty-free, worldwide, perpetual, irrevocable, fully transferable, and sub-licenseable right and license to create derivative works from, disclose, display, distribute, modify, reproduce, use, otherwise exploit any Feedback as we see fit, entirely without obligation or restriction of any kind, except that Talentli will not identify you as the provider of such Feedback.

**6 LIMITATION OF LIABILITY**

TALENTLI WILL NOT BE LIABLE WITH RESPECT TO ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION BASED ON A CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, HOWEVER ARISING, FOR:

A INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES;

B DAMAGES BASED ON LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, OR BREACHES IN SYSTEM SECURITY.

IN NO EVENT WILL TALENTLI BE LIABLE WITH RESPECT TO ANY DAMAGES THAT, IN THE AGGREGATE, EXCEED THE AMOUNTS PAID OR PAYABLE TO TALENTLI WITHIN THE 12 (TWELVE) MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE LIABILITY. THESE LIMITATIONS SHALL APPLY WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**7 DISCLAIMER**

EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE SERVICES, ALL RELATED COMPONENTS, AND INFORMATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

CANDIDATE ACKNOWLEDGES THAT WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

This Agreement grants specific legal rights, and you may also have other rights that vary from jurisdiction to jurisdiction. Some jurisdictions do not allow the disclaimer of certain types of warranties, so the above disclaimers may not apply to you. The foregoing disclaimers will not apply to the extent prohibited by applicable law.

**8 INDEMNIFICATION**

Candidate agrees to defend, indemnify, and hold harmless Talentli, its officers, directors, and employees from and against any claim, proceeding, or other action arising out of:

a the allegation that Candidate Information infringes any third party’s intellectual property rights;

b Candidate’s violation of any applicable law, rule, regulation, or any third party’s rights, including but not limited to any intellectual property or privacy rights;

c Candidate’s gross negligence, fraud, or willful misconduct; or

d any third party’s access to and use of the Services with Candidate’s unique login credentials; provided, however, that such access and use is not our fault.

**9 CONFIDENTIALITY AND DATA SECURITY**

**9.1 Definition.** In connection with this Agreement, either Party (*Disclosing Party*) may disclose *Confidential Information* to the other Party (*Receiving Party*), which is anything that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure including non-public business, marketing, product, and technology information.

Confidential Information of Talentli includes the Talentli Materials.

Confidential Information of Employer includes the Employer Information.

If something is labeled *Confidential*, that’s a clear indicator to Receiving Party that the material is confidential.

Notwithstanding the above, Confidential Information does not include information that:

a is or becomes generally available to the public without breach of any obligation owed to Disclosing Party;

b was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party;

c is received from a third party without breach of any obligation owed to Disclosing Party; or

d was independently developed by Receiving Party without reference to or use of Disclosing Party’s Confidential Information.

**9.2 Protection and Use of Confidential Information.** Receiving Party will:

a protect Disclosing Party’s Confidential Information using the same degree of care used to protect its own confidential or proprietary information of similar importance, but in any case using no less than a reasonable degree of care;

b limit access to Confidential Information to those advisors, affiliates, agents, consultants, contractors, employees, and Subprocessors (as described in Section 10.2 below) who need to know such information in connection with this Agreement and who are bound by confidentiality and non-use obligations just as protective as the terms of this Agreement;

c except as expressly set forth herein, will not disclose any of Disclosing Party’s Confidential Information to any third parties without Disclosing Party’s prior written consent; and

d will not use Disclosing Party’s Confidential Information for any purpose other than to fulfill its obligations under this Agreement.

Nothing above will prevent either Party from sharing Confidential Information with financial and legal advisors; provided, however, that the advisors are bound to confidentiality obligations at least as restrictive as those in this Agreement.

**9.3 Compelled Access or Disclosure.** Receiving Party may access or disclose Confidential Information of Disclosing Party if it is required by law; provided, however, that Receiving Party gives Disclosing Party prior notice of the compelled access or disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party’s cost, if Disclosing Party wishes to contest the access or disclosure.

**10** **STORING, PROCESING, AND PROTECTION OF PERSONAL INFORMATION**

**10.1 Our Privacy Policy.** Talentli collects and uses information relating to users of the Services, including information which identifies or is associated with Candidates (*Personal Information*), in accordance with our Privacy Policy, the current version of which is located at https://tlnt.li/legal/privacy-policy

Personal Information includes *personal data* as that term is defined under the European General Data Protection Regulation (GDPR), or *personally identifiable information*, or other similar term under applicable data privacy laws that applies to the individual from which such data emanates.

**10.2 Storing and Processing of** **Personal** **Information.** Candidate grants Talentli the right to access, copy, display, distribute, export, process, store, and use Personal Information contained within Candidate Information only as reasonably necessary:

a to provide the Services to you;

b to prevent or address service, security, support or technical issues;

c as required by law; and

d as expressly permitted in writing by you.

We will not process your Personal Information for other purposes.

We will process any Personal Information that you submit to us when you use the Services only under your instruction and on your behalf.

You acknowledge and agree that we may use certain third-party service providers (*Subprocessors*) to support the delivery of the Services that may store and process Personal Information; provided that we are responsible with Subprocessors’ compliance with the applicable terms of this Agreement – with respect to storing and processing of Personal Information.

**10.3 Safeguards.** The protection of Personal Information is important to us.

Accordingly, we will maintain reasonable administrative, physical, and technical safeguards designed to protect Personal Information. Those safeguards will include measures for preventing unauthorized access, deletion, disclosure, modification, and use of Personal Information by our personnel. In the event we have a reasonable, good faith belief that an unauthorized third party has accessed Personal Information, we will promptly notify you and will promptly investigate the incident. If such incident triggers any third-party notice requirements, Candidate will be solely responsible for the timing, content, cost, and method of any such notice, as well as compliance with applicable laws.

Candidate bears sole responsibility for adequate security, protection, and backup of Personal Information when in Candidate’s possession or control.

**11 GENERAL TERMS**

**11.1 Publicity.** Candidate grants us the right to use the Candidate name and photo as a reference for marketing or promotional purposes on https://tlnt.li website and in other public or private communications with our existing and/or potential customers.

**11.2 Relationship of the Parties.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

**11.3 No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement. Any individual or organizaton who is not a Party to this Agreement may not enforce any terms of this Agreemenet under any applicable law.

**11.4 Third Party Materials.** The Services may integrate with third party products, services, websites, materials, information, or links thereto, that are not owned and/or controlled by Talentli (*Third Party Materials*). You may be required by the providers of such Third Party Materials to enter into separate agreements in order to access and use their Third Party Materials. If you access and/or use any Third Party Materials, you do so at your own risk. You acknowledge and agree that this Agreement does not apply to your access to and use of any Third Party Materials. You expressly relieve Talentli from any and all liability arising from your access to and use of any Third Party Materials. We do not endorse or assume any responsibility for any Third Party Materials.

**11.5 Communications.** All notices to Candidate will be sent by email, although we may instead choose to provide notices through the Services. Notices to us regarding the Services must be sent to support@tlnt.li, except for legal notices, such as notices of termination, which must be sent to legal@tlnt.li

Notice will be deemed to have been duly given:

a the business day after it is sent, in the case of notices through email, and

b the same day, in the case of notices through the Services.

**11.6 Force Majeure.** Neither Talentli nor Candidate will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of the Parties, which may include denial-of-service attacks, a failure by a third-party hosting provider or utility provider, strikes, shortages, riots, fires, war, terrorism, governmental action, epidemic, pandemic, and natural hazards.

**11.7 Severability.** This Agreement will be enforced to the fullest extent permitted under applicable law. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

**11.8 Assignment.** Neither Talentli nor Candidate will assign or delegate any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign this Agreement in its entirety, without the consent of Candidate, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets. Any purported assignment in violation of this section is void. Subject to the foregoing, the Agreement will bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

**11.9 Governing Law and Venue.** This Agreement, and any disputes arising out of or related hereto, is governed exclusively by the internal laws of the Republic of Kazakhstan. The courts located in the Republic of Kazakhstan have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement or its formation, interpretation or enforcement, including any appeal of an arbitration award or for trial court proceedings if the arbitration provision below is found to be unenforceable. Each Party hereby consents and submits to the exclusive jurisdiction of such courts. Each Party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement. In any action or proceeding to enforce rights under the Agreement, the prevailing Party will be entitled to recover its reasonable costs and attorney’s fees.

**11.10 Amendment and Waivers****.** You can review the most current version of these Terms of Service at any time by visiting the webpage https://tlnt.li/legal/terms-for-candidates

We may change these Terms of Service and other components of the Agreement from time to time. If we make a material change to the Agreement, we will provide you with reasonable notice prior to the change taking effect, either by emailing the email address associated with your Account or by messaging you through the Services. The materially revised Agreement will become effective on the date set forth in our notice, and all other changes will become effective upon posting of the change. If you access or use the Services after the effective date, that access or use will constitute your acceptance of the revised Agreement.

**11.11 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals, and/or representations, written or oral, concerning its subject matter. Without limiting the foregoing, this Agreement supersedes the terms of any online agreement electronically accepted by Candidate.

However, to the extent of any conflict or inconsistency between the provisions in this Agreement and any other documents or pages referenced in this Agreement, the following order of precedence will apply:

1 this Agreement, and

2 except as expressly stated herein, any other documents or pages referenced in this Agreement.

Notwithstanding any language to the contrary therein, no terms and conditions stated in a purchase order, vendor onboarding process or web portal, and/or any other order documentation will be incorporated into or form any part of this Agreement, and all such terms and conditions will be null and void.