**TERMS OF SERVICE FOR EMPLOYERS**

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 *Authorized User*, *you*, *your*) in connection with the work for your employer (referred to throughout the Agreement as *Employer*).

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 in connection with the work for your employer. You may also access and use the Services for your own, personal purposes.

– 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.

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

Our Terms of Service for Candidates 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.

Specific terms and conditions associated with your access to and use of the Services are set forth in one or more documents (*the Contract*), executed by Talentli and Employer and referencing this Agreement, and are hereby incorporated into this Agreement by reference. Any conflicting or additional terms and conditions are of no force or effect unless agreed to in writing and signed by both Talentli and Employer.

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1 THE SERVICES**

**1.1 Subscription Period.** In accordance with the Contract, Talentli provides you with access to and use of the Services during a particular period of time defined in the Contact (*Subscription Period*).

**1.2 Authorized Users.** Employer is allowed to authorize any employees and/or contractors working on behalf of Employer to access and use the Services (*Authorized Users*).

In accordance with the Contract, Employer is allowed to authorize only a limited number of Authorized Users. Employer may increase the number of Authorized Users allowed – at any time, by contacting us. Upon adding an Authorized User, we will invoice Employer for additional Authorized Users at the price stated in the applicable, then-current Contract at the pro-rated rate for the remainder of the applicable, then-current Subscription Period. Employer agrees to pay such invoices in accordance with Section 3.

The number of Authorized Users cannot be decreased during the Subscription Period. The number of Authorized Users may only be decreased upon renewal of the Subscription Period.

**1.3 Employer 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, *Employer Information*).

You have the sole right and responsibility for managing your access to and use of the Services, as well as use of Employer 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.

Employer must:

1 inform Authorized Users of all of Employer’s own policies and practices that are relevant to Authorized Users’ access to and use of the Services;

2 inform Authorized Users of any settings within the Services that may impact the processing and protection of Employer Information; and

3 obtain all rights, permissions, and consents from Authorized Users that are necessary:

a to grant the rights and licenses set forth in this Agreement, and

b for the lawful use of Employer Information and operation of the Services.

**1.4 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.

**1.5 Support Services.** Talentli uses commercially reasonable efforts to provide basic technical support for the Services to Authorized User (*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 Authorized Users 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 Employer Information.** You are responsible for the content of Employer Information and the way you choose to use the Services to store, process, or protect Employer 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 Employer Information, including but not limited to privacy laws.

Unless otherwise agreed to in writing by both Parties, you may not submit any Employer 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 Employer 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 Employer 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 Employer Information.

You are fully responsible for your compliance with this Agreement, though you agree that we may review all conduct of Authorized Users across the Services, including the content of Employer 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 Employer 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 Employer 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 Authorized User, or any Candidate.

**3 PAYMENT OBLIGATIONS**

**3.1 Fees.** Employer pays fees for access to and use of the Services as set forth in the Contract (*Fees*). These payment obligations are non-cancelable and, except as expressly stated in this Agreement, non-refundable. All Fees must be paid in United States Dollars or Kazakhstan Tenge. Acceptable payment methods include bank transfer (fees may apply). Bank transfer instructions are included on each invoice. Employer is responsible for reimbursing Talentli for all fees charged by the applicable bank(s) as a result of such transfer. We may modify our Fees or introduce new fees in our sole discretion which will only become effective upon the renewal of the applicable, then-current Subscription Period.

**3.2 Taxes.** Fees set forth in the Contract are exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added taxes, assessable by any jurisdiction (collectively, *Taxes*). Employer is responsible for paying all Taxes associated with payments or other monetary transaction with the Services, except for those taxes based on our net income.

**3.3 Payment.** We will invoice Employer for the Fees and any other applicable fees (e.g. bank transfer fees) in accordance with the Contract. Employer agrees to pay all invoices submitted in accordance the Contract within 30 (thirty) days after the invoice date. All information that Employer provides in connection with payments or other monetary transactions with the Services must be accurate, complete, and current.

**3.4 Failure to Pay.** If Employer fails to pay any Fees in accordance with the Contract, we may suspend your access to the Services – pending payment of such overdue invoices; provided, however, that we give Employer the notice of such non-payment and 10 (ten) days from the date of such notice to remit the overdue Fees in full. If Employer believes that we have billed Employer incorrectly, Employer must contact us no later than 60 (sixty) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit.

**4 TERM AND TERMINATION**

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

**4.2 Renewal.** Your access to the Services will automatically renew for additional Subscription Period. Either Party may choose not to renew your access to the Services – by giving the other Party a written notice of non-renewal at least 7 (seven) days before the end of the applicable, then-current Subscription Period. If we choose not to renew your subscription, we will notify you and deactivate your Account at the end of of the applicable, then-current Subscription Period.

**4.3 Termination.** Either Party may choose to terminate this Agreement – on written notice to the other Party – if the other Party materially breaches the Agreement and such breach is not cured within 30 (thirty) days after the day the notice is provided. No refunds will be given if this Agreement is terminated during the applicable, then-current Subscription Period.

**4.4 Effect of Termination.** If Employer terminates this Agreement as a result of our failure to cure a material breach, we will refund any unused, prepaid Fees for the remainder of the applicable, then-current Subscription Period, after the effective date of termination. If Talentli terminates this Agreement as a result of your failure to cure a material breach, Employer will pay any unpaid Fees covering the remainder of the applicable, then-current Subscription Period, after the effective date of termination. In no event will any termination relieve Employer of the obligation to pay any Fees payable to Talentli for the period prior to the effective date of termination.

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

Following termination, we may – upon request – provide Employer with access to the Services for the sole purpose of exporting Employer 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 Employer Information and will thereafter, unless legally prohibited, delete all Employer Information in our systems, or otherwise in our possession, or under our control.

**4.5 Survival.** Sections 2.2, 2.4, 2.5, 3, 4.4, 4.5, 5, 6, 7, 8.3-8.7, 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 Authorized User in this Agreement are expressly reserved by Talentli.

**5.2 Your License to Talentli**

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

**b License to Employer Information.** By adding, posting, sharing, storing, submitting, uploading, or otherwise making Employer 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 Employer Information and licenses from third parties whose information is included in Employer 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 the Candidate Information displays properly through our Service), publish, reproduce, store, translate, use, list information regarding, and make derivative works of Employer 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 Authorized User 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 Authorized User 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, and 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 WILL 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.

EMPLOYER 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 WARRANTIES AND INDEMNIFICATIONS**

**8.1 Our Warranty.**  We represent and warrant that we have validly entered into this Agreement and has the legal power to do so. We also represent and warrant that:

1 we will comply with all applicable local and international laws and regulations with respect to our business operations under this Agreement and our processing of Employer Information;

2 we will provide Support Services in a professional manner;

3 we will use commercially reasonable efforts to ensure that the software underlying the Services and the environment used for the Services contain no Harmful Code;

4 we will use commercially reasonable efforts to prevent the introduction of Harmful Code into the software underlying the Services and the environment used for the Services; and

5 the Services will substantially comply in all material respects with related technical documentation;

For purposes of this Agreement, *Harmful Code* includes any malicious code containing viruses, Trojan horses, time bombs, worms, destructive code, code that self-replicates, circuitry, and other technological means designed to permanently damage, disrupt, or interfere with Authorized Users’s access to or use of the Services, or Employer’s computer systems.

If the Services are not provided in accordance with the warranty above, Employer will promptly notify Talentli and Talentli will make commercially reasonable efforts to rectify such non-compliance. If Talentli is not able to modify or otherwise fix the Services, Talentli will terminate this Agreement and refund any unused pre-paid Fees to Employer.

**8.2 Employer’s Warranty.** You represent and warrant that you have validly entered into this Agreement and has the legal power to do so. You also represent and warrant that:

1 you have obtained all rights and consents as may be required (by law or otherwise) to use any Employer Information as contemplated by this Agreement; and

2 Employer Information and our use of Employer Information as contemplated by this Agreement will not violate any law or infringe any third party’s rights, including but not limited to any intellectual property or privacy rights.

**8.3 Our Indemnification.** Talentli will defend Employer, its officers, directors, and employees against any third party’s claim or action brought against Employer to the extent based on:

1 the allegation that the Services infringes such third party’s intellectual property rights; or

2 our breach of this Agreement caused by our gross negligence, fraud, or willful misconduct, and Talentli agrees to pay any settlements with respect to the foregoing indemnification obligations that Talentli agrees to in a writing signed by the authorized officer of Talentli or final judgments awarded to the third party claimant by a court of competent jurisdiction.

The foregoing obligations do not apply with respect to the components of the Services that are:

a not provided by Talentli,

b combined with other products, services, processes, and/or materials that are not reasonably contemplated by Talentli, or

c where Authorized users’s access to and use of the Services is not in accordance with this Agreement.

**8.4 Employer’s Indemnification.** Employer will defend Talentli, its officers, directors, and employees against any third party’s claim or action brought against Talentli to the extent based on:

1 the allegation that Employer Information infringes such third party’s intellectual property rights; or

2 your breach of this Agreement caused by your gross negligence, fraud, or willful misconduct, and Employer agrees to pay any settlements with respect to the foregoing indemnification obligations that Employer agrees to in a writing signed by the authorized officer of Employer or final judgments awarded to the third party claimant by a court of competent jurisdiction.

**8.5 Procedures.** Each Party’s obligations under Sections 8.3 and 8.4 are conditioned on Party seeking to have a claim defended and settled (*Indemnified Party*) by another Party (*Indemnifying Party*):

1 providing Indemnifying Party with prompt written notice of any claim;

2 granting Indemnifying Party the sole control of the defense and settlement of the claim; and

3 providing reasonable information and assistance to Indemnifying Party in the defense and settlement of the claim at Indemnifying Party’s expense.

Notwithstanding anything else to the contrary in this Agreement, Party's obligation to defend, indemnify, and hold the other Party harmless hereunder is limited to Indemnifying Party’s payment for the cost of defense of the third party’s claim incurred by Indemnifying Party and the payment of:

a any settlements agreed to by Indemnifying Party in a writing signed by the authorized officer of Indemnifying Party, or

b final judgments awarded to the third party claimant by a court of competent jurisdiction.

**8.6 Options.** If your access to and use of the Services has become, or in our opinion is likely to become, the subject of any claim of infringement, Talentli may at its option and expense:

a procure for Employer the right to continue accessing and using the Services as set forth hereunder;

b modify the Services to make it non-infringing;

c substitute an equivalent for the Services; or

d if Talentli, in its sole discretion, determines that options *a-c* are not commercially practicable, terminate this Agreement and refund Employer any pre-paid, unused Fees for the remainder of the applicable, then-current Subscription Period.

**8.7 Sole Remedy.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY IN THIS AGREEMENT, THIS SECTION STATES OUR ENTIRE RESPONSIBILITY AND AUTHORIZED USER’S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS UNDER THIS AGREEMENT.

**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 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 Authorized Users (*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.** Authorized User grants Talentli the right to access, copy, display, distribute, export, process, store, and use Personal Information contained within Employer 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, Authorized User will be solely responsible for the timing, content, cost, and method of any such notice, as well as compliance with applicable laws.

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

We are not responsible, and Employer is fully responsible, for what Employer’s Authorized Users do with Personal Information.

**11 GENERAL TERMS**

**11.1 Publicity.** Employer grants us the right to use the Employer name and logo 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, subject to Employer’s trademark usage guidelines as provided to us from time to time.

**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 Authorized User 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 Authorized User 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 Authorized User 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 Authorized User, 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, this 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 this 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-employers

No modification or amendment to this Agreement will be effective unless made in writing and signed by an authorized representative of both Parties. No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the Party being deemed to have granted the waiver.

**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 Authorized User.

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 the Contract,

2 this Agreement, and

3 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.