



Terms and Conditions

Welcome to the **TalentIdentify** platform (talentidentify.com and all associated subdomains), (hereinafter this or the "Platform"). The following Terms and Conditions (the "Terms") apply to your use of this Platform from any device or network. TalentIdentify Pty Ltd (TalentIdentify), an Australian proprietary limited company) operates this Platform

For the purposes of these Terms, "TalentIdentify," "we," "our," or "us" refers to TalentIdentify, as well as its employees, contractors and consultants, directors, officers, shareholders, affiliates, subsidiaries, advisors and/or agents.

Use of this Platform is conditional upon your agreement to these Terms by choosing "I accept the terms and conditions" when logging on to the Platform. By doing so you are accepting these Terms. If you do not agree, choose 'I do not accept' and do not login or otherwise use this Platform. Please review these Terms which govern your use of the Platform and any related functions or interactive resources including but not limited to visualisation and PDF reports. After accepting these Terms, if you later disagree with these Terms, you must immediately stop using this Platform and associated resources.

You are deemed to be using the Platform if you are interacting with the Platform directly or indirectly, and including by way of automated functionality, crawlers, spiders, scrapers, robots, harvesting bots, browsers, data mining or extraction tools, whether the functionality was installed by you or someone else.

For purposes of these Terms, "user content" means any content or material posted, published, submitted, or contributed by you.

By registering and clicking "I accept the terms and conditions," you agree to be bound by these Terms when you use the Platform and undertake any activities connected to the Platform. You acknowledge, warrant and represent to us that:

- a) you are at least 18 years old;
- b) you will provide us with accurate, complete and current information;
- c) you have accepted these Terms as a result of your due diligence and assessment and have not relied on any representations made by us;

- d) you have and maintain the power and authority necessary for you to accept these terms;
- e) you will not create more than one account that represents you;
- f) the information provided by you on the Platform will not infringe the intellectual property of any third party or defame the reputation of any third party;
- g) your username and password are for your personal use only, and you must maintain the confidentiality of your account and your login details;
- h) you accept responsibility for all activities which occur under your account or your login details;
- i) you have accepted these Terms on the understanding that we, in our sole discretion, may remove your account at any time for any reason;

Prohibited Conduct

When using the Platform, you agree and warrant to us that you will not:

- a) use or attempt to use any software or device to navigate the Platform other than search facilities provided by us or publicly available browsers;
- b) reproduce, distribute, modify, transmit, upload, publicly display, reuse, republish, re-post, frame or mirror any part of the platform or content;
- c) gather metadata or use meta tags, or use any data extraction tools, or create a database;
- d) conduct fraudulent activities;
- e) use a false or misleading name, address, or email address to activate or use an account;
- f) misrepresent the identity of a user or impersonate any person;
- g) use login information or access an account of another person;
- h) share your login details (you are responsible for any use or misuse of the Platform or your membership account by anyone using your account);
- i) transfer your account to another person or entity;
- j) imply that we endorse any statement you make;
- k) tamper or interfere with, or violate the security of, the Platform or its functionality in any way including taking any step which could disable,

overburden or impair the operation of the Platform;

- l) post or upload any content which:
 - (iii) compromises the security of the network or Platform, or which transmits viruses or malware or any technology that may harm us, a member or any user of the Platform;
 - (iv) interferes with the proper working of the Platform;
 - (v) in any manner transmits information which is inaccurate, unlawful, threatening, harassing, abusive, false, inaccurate, hateful, harmful, misleading, defamatory, obscene, vulgar, pornographic, abusive, indecent, sexually explicit, violent, profane, objectionable, degrading, racially or ethnically offensive, discriminatory, indecent or generally offensive;
 - (vi) violates or may violate any right of a third party (including copyright or intellectual property rights or publicity rights); or
 - (vii) causes or may cause injury to any person or entity.
- m) distribute spam or unsolicited electronic communications;
- n) defame, harass, bully, intimidate, violate, stalk or threaten any person or a person's rights;
- o) restrict any person's use of the Platform;
- p) modify, adapt, translate, reverse engineer, decompile or disassemble any part of the Platform;
- q) remove any intellectual property or other proprietary rights' notice from the Platform or from materials originating from the Platform; or
- r) develop or operate any applications other than operating our applications.

You must not do or attempt to do any of the things prohibited above, and you must not procure, facilitate, encourage or allow a third party to do any of the things prohibited above.

Submission and ownership of user content

You release any user content you post, publish, or otherwise use in connection with this Platform to us. This includes any user content resulting from your

participation. You agree we may use this content at our discretion until such time as you withdraw your consent, either via your user account or by email communication directly to TalentIdentify via support@talentidentify.com. *This includes contracting for such content with third parties, and* You agree that such content is protected by international copyright and other laws, including laws in the United States and Australia.

You warrant that the posting of user content on the platform does not violate the rights of any individual, living or deceased, or any legal entity. You acknowledge and accept that you must not post, upload nor transmit content that infringes or otherwise violates any copyright, trademark, trade secret, privacy right or any other intellectual property (past, present and future) or proprietary or legal right of any other party. If your actions violate the rights of another person or other entity, you may be liable to us and the person or entity whose rights may have been violated.

You must not post or upload any content that may comprise a breach of conduct prohibited by these Terms.

We at our sole discretion reserve the monitor, right to review, edit, amend, remove, delete, refuse to post, or disclose any content in whole or in part. We also have the right to change the functions and features of the Platform.

Specifically, we may access, copy, preserve and disclose your user content if required to do so by law or in a good faith believe that such access, preservation or disclosure is reasonably necessary to comply with legal process or applicable law; enforce these terms; respond to claims that content violates the rights of third parties; respond to your requests for assistance; prevent or investigate a crime; or protect the rights, property or personal safety of us or a person or entity.

You may from time to time provide TalentIdentify with feedback, suggestions or ideas regarding the services provided or the Platform. You agree that TalentIdentify owns this feedback and any rights in the feedback, and may use, develop and exploit the feedback and the rights in any manner, without restriction and without requirement to compensate you or seek permission from you.

License to use content

While you permission to use your content is in place, you grant us a non-exclusive, sub-licensable, free, fully paid-up, perpetual, irrevocable, royalty-free, transferable right and license to use, copy, exploit, display, perform, transmit, copy, modify, delete, correct, adapt, arrange, reproduce, publish, disclose, distribute, film, perform, licence, market, translate, develop, create derivative

works from, sell and distribute **user content** and to incorporate the user content into any form, medium, or technology, now known or developed later, throughout the world, all without compensation to you.

We may use deidentified user content for whatever purpose including the promotion and operation of this Platform on the Platform or on social media and to promote our products and services and brands. We may make the user content available to the general public and our customers through the Platform and third party platforms.

We will not use user content or other personal information in a manner which violates our privacy policies delineated below.

Intellectual Property

TalentIdentify owns the Platform and its underlying content (and user content) including but not limited to, its design, interfaces, underlying technologies name, and logos. Data the Platform generates as a result of your participation is owned by us or third parties with whom we have contracted, and is protected by Australian and international copyright and other laws.

All improvements to the Platform will be owned by us (or third parties contracted with us or approved by us including licensees or licensors), and all intellectual property rights in the improvements will vest in us. We are entitled to all benefits associated with the improvements including benefits which arise from the commercialization or exploitation of the Platform and the user content and associated intellectual property rights and/or the improvements.

All improvements to the software technology are or will be owned by us, or third parties contracted by or approved by us.

The Platform uses proprietary software owned by us, or a contracted third party. You are being granted an individual, limited, non-exclusive, non-transferable license (right to use the software subject to these Terms), solely for your personal use to generate personal and professional profiling information. Software and material are the subject of copyright and author's rights, and nothing on the Platform or in these Terms may be construed as conferring in any manner (whether by implication, estoppel or otherwise) any title or ownership of, or exclusive rights to, any intellectual property right.

You are expressly prohibited, directly or indirectly, from attempting to discover the source code or reverse engineer underlying algorithms, or technology of the software; renting, leasing, selling, assigning, or transferring rights to the software; modifying or making

derivative works based on the software; or using the software in any service or sharing capacity.

Indemnity

You release, indemnify, and agree to defend and hold us harmless with respect to and against any claims, demands, threats, actions, suits, losses, liabilities, costs, expenses (including, without limitation, legal expenses and attorneys' fees and expenses on a full indemnity basis), damages, investigations, enquiries, account of profits and taxes that may be suffered or incurred by use, directly or indirectly, in connection with:

- infringement by you of any law or the rights (including intellectual property rights) of us or a third party;
- actual or alleged breach of these Terms by you;
- disputes between you and a third party;
- third party charges payable by us as a result of your conduct;
- termination of arrangements with you or your access to the Platform;
- user content.

Each indemnity and release in these Terms is a continuing obligation that survive termination of these terms and conditions.

Every limitation of liability, disclaimer of warranty, or exclusion of damages in these terms is to allocate risks under the terms between you and us (and represents such an allocation). The allocation is an essential element of the bargain between you and us and you. All limitations, disclaimers and exclusions apply to the fullest extent possible.

Confidential information you receive

Information you receive as a result of your participation may include confidential information about us and our products and our services. You must not disclose confidential information, including your participation, to any third party without our prior express written consent, unless required by law or court order.

Privacy

The collection and use of personal information requested by us to enable and manage your participation will be managed in accordance with the privacy policy as delineated below. In using the Platform, you consent to the collection and use of your personal information for this purpose and agree to the terms under which we will manage this information as stated in our privacy policy.

Your user content, including any personally identifiable information, is submitted voluntarily by you and subject to our privacy policy.

You expressly consent to having your personal data transferred to and processed in Australia, Singapore or the United Kingdom.

Applicable law, jurisdiction, and venue

These Terms shall be governed in all respects by the laws of the State of Victoria, Australia. The parties agree to submit to the non-exclusive jurisdiction of the courts of Victoria.

The making of claims or resolution of disputes shall be in your individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. You agree that to the extent permitted by law, disputes, claims, and causes of action arising out of or connected with the Platform or these terms will be resolved individually without resort to any form of class action; and that claims, judgments, and awards will be limited to actual third-party, out-of-pocket costs incurred (if any), and attorneys' fees will not be awarded or recoverable.

To the extent TalentIdentify controls and operates the Platform, it does so from Australia and does not intend to subject itself to the laws of jurisdiction of any state, country, or territory other than that of the State of Victoria in Australia. We do not represent that the Platform is appropriate or available for use in any particular jurisdiction other than Australia. We may limit the platform's availability to any person, geographic area or jurisdiction at our sole discretion.

In choosing to access the Platform, you do so on your own initiative and at your own risk, and you are responsible for complying with all local laws, rules and regulations.

Miscellaneous

Entire agreement: These Terms comprise the entire agreement and understanding between you and us and you and supersede any prior agreement or understanding, verbal or written.

Additional terms and amendment: You agree to any additional terms which govern the use of the Platform from time to time. The additional terms are incorporated into these Terms. We have the right to amend or discontinue the Platform and to change the terms, and any amendment is effective immediately. You should review the Terms each time you access the Platform. Your continued use of the Platform comprises acceptance of the current terms. In addition, we may without notice implement day-to-day operational

practices which supplement these terms (for example, periodic deletion of content and logging off inactive users).

Survival of terms: These Terms as they relate to release of user content, indemnification, governing law, choice of venue, and any other provision which by its nature is intended to survive termination (such as indemnities) will continue beyond termination.

Electronic documents: A printed version of these terms and any notice given in electronic form is admissible in proceedings to the same extent as other documents originally generated in printed form.

Consumer rights notice: If you have a question or complaint regarding the Platform, please send an email to support@talentidentify.com

No Waiver: Neither the failure of any party to enforce at any time any of these terms nor the granting of any time or indulgence shall be construed as a waiver of that party's right to enforce any term.

Severability: If any term or the application of any term to any person or circumstance is or becomes illegal, invalid or unenforceable in any jurisdiction the term will be severed and none of the remaining terms or the application, validity or enforceability of the remaining terms will be affected, and neither the severed term or the application, validity or enforceability of the severed term in any other jurisdiction, will be affected.

No Assignment: You may not assign your ability to use the Platform to anyone.

PRIVACY POLICY

Overview

We respect the privacy of the personal information you provide. Personal information means information which identifies you as an individual or from which your identity can be reasonably ascertained.

This Privacy Policy relates to personal information we collect, handle, and use about you as our customers, visitors to our Platform, users of apps, social media, and other digital services and members of the public.

We have our own privacy policy which is available at <https://talentidentify.com/privacy>

Types of personal information collected

The types of personal information we collect includes name, email address, employee information (such as ID number and role), date of birth and gender.

We will not be able to provide our services to you without your personal information.

We have no liability for your improper use, provision or posting of personal information about any person or entity. You must not post personal information on the Platform.

How personal information is collected and held

Personal information can be provided by your employer or by yourself directly either through an online questionnaire or by voluntary participation in our Platform. It is stored in Amazon Web Services database, with data hosted either in Australia, Singapore or the United Kingdom.

Purposes for handling personal information

Personal information may be used to facilitate the completion of online professional and personal profiles, determine further general and aggregated classification of results, segmentation, distribution of email communications,

We may also handle your personal information for commercial purposes. We may provide marketing communications and targeted advertising to you on an ongoing basis by telephone, electronic messages including email, our digital services and other means. These communications may relate to the products and services we provide, and other products and services which may be of interest to you. You can unsubscribe by email.

Sharing of personal information

Personal information may be shared in automated reporting generated as a result of using this Platform. It may also be appended to your profile and shared with your current employer or prospective employer, while you are a current participant of this Platform.

Digital services

The Platform may use “cookies.” A cookie is a piece of information that allows the server to identify and interact more effectively with your device. The cookie assists us in maintaining the continuity of your browsing session (e.g. to maintain a shopping cart) and remembering your details and preferences when you return. Other technologies that may be used with the Platform include web beacons (which may operate in conjunction with cookies), Flash local stored objects and JavaScript. Some of these cookies and other technologies are consistent across various sites, allowing us and the other providers of these services to understand you better and provide a more consistent experience across these services. You can configure your web browser to reject and delete cookies and block JavaScript, but you may find some parts of the Platform then have limited functionality. You can control your preferences regarding Flash local stored

objects at http://www.macromedia.com/support/documentation/en/flashplayer/help/settings_manager07.html.

Our systems record a variety of information in relation to interactions with our online services. This can include information about software versions used, device identifiers (like IP address), location data (where available and not disabled by the user), dates, times, file metadata, referring platform, data entered and user activity such as links clicked.

In some cases third parties may use cookies and other technologies such as those described above. These technologies may be used in connection with activities like surveys, online behavioural advertising, platform analytics and email campaign management. The services we may use from time to time include Google Analytics, Google Display Network, Google AdSense, DoubleClick, Yahoo, Adobe, Campaign Manager and Microsoft. You can find more details in the privacy policies for those services (e.g. Google’s Ads Preferences Manager), including information on how to opt-out of certain conduct. Bear in mind, you may need to opt-out separately from each service. You can contact us to request further details of the services we use. Many of these services operate without collecting or using any personal information.

Some information we collect is not related to an individual. In many cases the information only relates to a device or is of an aggregated or statistical nature, and we will have no way of knowing the identity of the user. In other cases we may associate information about your use of this Platform over time with your personal information, e.g. where on any occasion you have logged in, followed a link sent to you by email or we have otherwise been able to identify you.

We are constantly developing and enhancing our use of online technologies. We make reasonable efforts to ensure we keep this Privacy Policy and related documents up to date in this regard. Please check back when you return to use our online services to ensure you are familiar with our current practices.

Our online services may contain links to other sites. We are not responsible for the privacy practices or policies of those sites and recommend that you review their privacy policies.

Procedures for access, correction and feedback

If you wish to access or correct any personal information we hold about you or have any feedback or concerns about privacy, please contact us as set out below. Where you seek a response from us, we will let you know who

will be handling your matter and when you can expect a full response.

In the case of access and correction requests, please provide as much detail as you can about the particular information you seek, in order to help us retrieve it. Under the Privacy Act in Australia and other relevant laws, we are required to provide our reasons if we refuse your request. Where we decide not to make a requested correction and you disagree, you may ask us to make a note of your requested correction with the information.

Contact

Queries regarding privacy should be directed to support@talentidentify.com