

## Terms & Privacy Policy (“Terms”) In relation to Tal.net services

**Owner:** WCN Plc, trading as ‘WCN’ under company number 3813540, whose principal place of business is at 5-7 Bridgeworks, The Crescent, Wimbledon, SW19 8DR. (“**we/us/WCN**”).

**Customer services:** talnet@wcn.co.uk

**Postal address:** see above.

This is a legally binding agreement that you are entering into when agreeing to our Terms & Privacy Policy prior to using Tal.net services (“**Services**”).

- 1. Purpose:** Tal.net’s purpose is to help individuals and employers in their job search and recruitment. To achieve this, Services are provided via the Tal.net website to facilitate the transfer, sharing and processing of recruitment and talent management data including application data, personal data and information relating to the processing of such data (“**Material**”). Tal.net enables you to re-use your data in future applications. All your data is stored to enable future re-use. Currently you can re-use registration data, additional data sets such as education, work experience, achievements are being added to the data set that is re-usable. Further information regarding the Services provided to employers and individuals can be found on [www.WCN.co.uk](http://www.WCN.co.uk) or [www.tal.net](http://www.tal.net) (“**the Site**”).
- 2. Agreement:** By using Tal.net to enable you to re-use the data in future applications or by registering on Tal.net you are entering into a legally binding agreement with WCN. If you do not wish to use the Services and enter into this agreement, don't tick the box agreeing to the Terms and Privacy Policy. We may, from time-to-time update these Terms & Privacy Policy.
- 3. Notifications & Service Messages:** We will notify you of any significant changes to the Terms and Privacy Policy via a message on [www.Tal.net](http://www.Tal.net) or by email to the email address associated with your account. You agree that we may communicate with about your account or Services and we have no liability associated with or arising from your failure to receive this communication.
- 4. Your rights:** On condition that you comply with all your obligations under these Terms and Privacy Policy, we grant you a limited, revocable, non-exclusive, non-assignable, non-sublicensable license and right to access, view and use the Services through an up-to-date Internet Explorer, Chrome, Safari, or Firefox web browser. Use of the Services in manner contrary to our purpose is prohibited.
- 5. Services availability:** we may seek to expand, improve, change and discontinue the Services for you or other users at our sole discretion. We will allow you to access, view and use the Services that exist and are available on any given day. We reserve the right to suspend the Site at any time for operational, regulatory, legal or other reasons.

6. **License to use your submissions:** you own the information you provide to us, and may at anytime request its deletion unless you have shared information with others and they have not deleted it, or it was copied or stored by other users. You grant us a nonexclusive, worldwide, unlimited, assignable, sublicenseable, fully paid up and royalty-free right to use, edit, copy, prepare derivative works of, improve, distribute, publish, remove, retain, add, process, analyse, use and commercialize, in any way known or in the future discovered, any information you provide, directly or indirectly to us without any further consent, notice and/or compensation to you or to any third parties, until you tell us otherwise. You also waive any moral rights in the Material for the purposes of its publication on the Site.
7. **Warranty and Eligibility:** you warrant that: (1) the information you provide is accurate, truthful, not confidential and that you are entitled to submit it and it could not be considered as injurious, violent, offensive, racist, xenophobic or a nuisance; (2) you will use your real name and only maintain one account; (3) you are not restricted from using the Services; (4) you will keep your username and password confidential and not share it with others.
8. **Indemnification:** you will indemnify us and keep us indemnified against all damages, losses and costs related to all third party claims, charges and investigations cause by your failure to comply with these Terms & Privacy Policy.
9. **Privacy Policy:**
  - a) **Data controller & consent:** World Careers Network PLC, a company incorporated in England and Wales (registered no. 3813540) - Data Protection Registration number ZS104596- controls the personal information provided to and gathered by WCN. By providing personal information to us when you create or update your account and profile, you are agreeing to our processing of your personal information in ways set out in these Terms & Privacy policy.
  - b) **Rights to access, modify, and delete:** you have the right to access, modify and delete your personal information controlled by WCN. You have the right to close your account. You have the right to request access and correct personal information that is not readily accessible to you by sending us a written request. There is a statutory charge of £10 for administering such a request. If you close your account, your information will generally be removed from the service within 24 hours. We may keep certain information after you close your account if it is necessary to comply with our legal obligations, resolve disputes, prevent fraud, abuse of our Services or enforce this agreement. If any of the information you provide when subscribing to the services on the Site changes, please update your profile by logging in or alternatively, please notify us. If you wish to request access to your Information held by us, you may contact Customer Services (at [talnet@wcn.co.uk](mailto:talnet@wcn.co.uk)).
  - c) **Information collected:** in addition to the information you submit to us, we may derive information from this data, collect information on your use of the Services, the devices,

software and networks that you use to access the Services, the referring url, and your help requests. We also use cookies to store information and provide Services to you. As we improve our Services and add new features we may collect new types of information on you.

- d) **Security:** we have implemented industry standard security safeguards (such as encryption, firewalls, and ISO27001 accreditation) to protect your information. However the Internet is not a 100% secure environment, we cannot ensure or warrant the security of any of your information.
- e) **Access to your personal information:** we will only disclose your personal information to third parties with your consent and where it is required to carry out your instructions; or as required to provide our Services; or in accordance with the law; and to enforce these Terms & Privacy Policy and protect our and other users' rights. We may be required to disclose you information by law or regulators. We may disclose your information to third parties in order to process it on our behalf. Save as provided in these Terms, we will not sell, rent, distribute or disclose information about you.
- f) **Transfer outside of the European Economic Area:** You acknowledge and agree that we may from time to time transfer any of your data overseas to any of our offices or of any of our affiliates, agents or appointed representatives. Some of our offices and those of our affiliates, agents or representatives are located in countries outside the European Economic Area which do not have well developed data protection legislation when compared to European law. While we will ensure your information is processed in accordance with these Terms & Privacy Policy you may not have rights under data protection legislation in those jurisdictions equivalent to those under European law.
- g) **'Email a friend'.** We may from time to time operate an 'Email a friend' service or 'Share' functionality. This is a referral service, designed to make it easy for customers to recommend our Site and related websites or offers to a friend, and is a two-step process. First, a customer sends us the friend's name and email address, and secondly, we contact the friend, telling them who we are, and inviting them to take advantage of a particular offer, or to visit the Site. When we contact your friend, we always advise them of the name and email address of the friend who made the original referral. We will not use your friend's details for any other purpose.
- h) **Links to third parties' sites.** Please note that we do provide links to other sites, which may not be governed by this Privacy Policy and you should view the privacy policy of those sites for further information.
- i) **Transfer to a Third Party.** Your information may also be transferred to another company in the event of sale of our company to a third party. In that event, we will endeavour to ensure that your rights and freedoms in respect of the processing of your personal data are adequately and appropriately protected. By submitting your information and subscribing to the services available on our Site, you consent to such use and transfer.
- j) **Cookies**  
Our website uses cookies to distinguish you from other users of the website or as part of the security of this site. A cookie is a small file of letters and numbers that we put on your computer.

Any cookie we set will only contain random but unique information which is set to expire when you close the browser. The cookie does not contain any personal or sensitive information.

The cookie information can only be used by the browser when it sends requests for new web pages to our servers - the browser will not allow the cookie to be used for any other purpose. The cookie information will always be protected by strong encryption whenever the content is sent to us.

The use of these cookies are essential for the correct and secure operation of the service provided by our website. The Site may also use cookies to recognise repeat users and allow us to observe behaviour and compile aggregate data in order to improve the Site for you. For example, cookies will tell us whether you viewed the Site with sound or with text on your last visit. Cookies also allow us to count the number of unique and return visitors to our Site. Some of our associated companies may themselves use cookies on their own websites. We have no access to, or control of these cookies, should this occur. If you do not wish to receive cookies from us or any other website, you can turn cookies off on your web browser: please follow your browser provider's instruction in order to do so. Unfortunately the majority of the Site will not function without cookies, and we cannot accept liability for any malfunctioning of your PC or its installed web browser as a result of any attempt to turn off cookies.

Most web browsers allow some control of most cookies through the browser settings. To find out more about cookies, including how to see what cookies have been set and how to manage and delete them, visit [www.aboutcookies.org](http://www.aboutcookies.org) or [www.allaboutcookies.org](http://www.allaboutcookies.org).

#### **10. Intellectual property rights:**

- a) we own all intellectual property rights in the Services. These Terms don't grant you any right to use our logos or trademarks.
- b) The Site and its content (including but not limited to, animations, character design, text, software, music, lyrics, sound, photographs, graphics, video, page layouts and design) are protected by intellectual property rights, including copyright and trade marks, as detailed in our Copyright and Trade Mark Notice
- c) Except as expressly authorised in writing either separately or pursuant to these Terms by us or relevant third parties, you agree not to copy, download, adapt, alter, modify, rent, lease, loan, sell, distribute or create derivative works of any content of the Site, or of any Site property received by you as part of an order, in whole or in part. All rights not granted or licensed pursuant to these Terms and hereby expressly reserved to us.

11. **Disclaimer:** we provide the Services on an "as is" and "as available" basis and you cannot rely on the Services or their continuation. The Site is accessed via the World Wide Web which is independent of us. Your use of the World Wide Web is solely at your own risk and subject to all applicable national and international laws and regulations. We do not provide any warranties or representations and disclaim to the fullest extent permitted by law any

implied warranties or representations, whether in contract, tort (including liability for negligence) or otherwise, including, but not limited to any implied term of satisfactory quality, fitness for a particular purpose, and any standard of reasonable care and skill. We do not guarantee that the Services will function without interruption or error. We do not have any obligation to monitor the use of Services by other users and disclaim all liability for misuse of your information by others. If you are dissatisfied or harmed by WCN or our Services your sole remedy is to close your account and terminate this agreement in accordance with the "Termination" section below.

12. **Limitation of liability:** Neither WCN, nor its suppliers, employees, directors or shareholders, will be cumulatively liable for more than the greater of 100% of the most recent monthly fee, if any, or £1. You agree that this limitation of liability is part of the basis of this agreement and without it the terms and pricing would be different. This limitation does not apply where applicable law mandates that it does not apply. Further, we shall not under any circumstances be liable for any special or consequential damages that result from the use of, or the inability to use, the materials in this Site, even if we or a representative of ours has been advised of the possibility of such damages.

13. **Termination:** You may terminate these Terms & Privacy Policy and your account for any or no reason and at any time with notice. The notice will be effective upon WCN processing your notice. We may terminate these Terms & Privacy Policy and your account for any or no reason and at any time, with or without notice, immediately or as may be specified in any notice.

14. **Charges**

(a) We reserve the right to charge you to access certain information on the Site. We will inform you where a charge will be incurred by you for accessing certain services or information.

(b) We do not currently charge for produces or services on the Site, but in the event we do so in the future, will not handle payments or store credit or debit card data. When you go to checkout, you will be automatically redirected to a secure server managed by our bank to guarantee your safety. Those servers will be PCI/DSS compliant and security-monitored.

15. **Dealings with Third Parties**

(a) The Site may provide, or third parties may provide, links to other web sites or resources, promotions of advertisers and merchants or Material posted on bulletin boards or chat forums written by other users of the Site. As we have no control over such sites, third party resources and Material, you acknowledge that we are not responsible for the availability of such external sites, third party resources or the content of such Material, do not endorse and are not liable for any content, advertising, products, services or other materials on or available from such sites, third party resources or contained in such Material.

- (b) Any dealings by you with any third party on or through the Site shall be solely between you and that third party and we shall not be responsible for any loss or damage that may arise from any such dealings, nor shall we be deemed to be acting as an agent for you in any such dealings.
16. (c) It is sometimes possible to access this Site through a link located on another web site or within a third party email communication. We do not make any representations, or endorse any products, materials, companies or individuals that provide a link to this Site or make any warranties with respect to any information contained in or at these other sites or third party email communications. **General terms:**
- (a) These Terms constitute the entire agreement between you and us. If any of them are held by a court of law to be illegal or otherwise unenforceable by the laws of any state or country, then to the extent that such term(s) is/are illegal or unenforceable, they shall be deleted from these Terms and the remaining Terms shall survive and remain in full force and effect.
- (b) Any failure by us to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.
- (c) These Terms and the relationship between you and us shall be governed by the laws of England and the English courts shall have non-exclusive jurisdiction over any dispute.
- (d) We reserve the right to vary the Terms from time to time, such variations becoming effective immediately upon posting to the Site and by continuing to use it, you will be deemed to accept any such variations.