

Candidate Terms and Conditions

Summary: The terms below governs the relation between C2C Talent Network Ltd and Candidates – individuals recommended as a fit to the particular job ads. The Terms contain rights and obligations and explain most possible issues related to any process of recruitment. Any person interested in C2Ctalent.com is highly encouraged to read those and explain any doubts regarding his or her potential rights and obligations.

1. Application of these Terms and Conditions

1. These Terms and Conditions (**Terms**) contain the terms on which you may use our services, which are accessible via our website, www.c2ctalent.com (**Website**).
2. These Terms apply to every individual who will be taken into account during the recruitment process via C2Ctalent's website (**Candidate**). References to "you" "your" or other similar terms are construed accordingly.
3. The terms "we", "us", or other similar terms when used in these Terms mean C2C Talent Network Ltd a company incorporated in England, registered company number 12040697 (**Company**) whose registered address is 23 Byfeld Gardens, London, United Kingdom, SW13 9HP.
4. Any Candidate hereby accepts these Terms in force at the time of your visit to the Website, and agrees to abide by such Terms. These Terms may be varied occasionally, and your use of this Website is subject to the current Terms as of the date of your use of the website. Please check these Terms regularly to ensure you agree to them. If you do not agree to them, you must not use the Website.

2. Our Services

1. C2Ctalent.com is a digital platform (**Platform**) matching talents recommended by various individuals with job ads posted by the organisations seeking suitable Individuals for roles. **Organisations** may post job ads as well as recommend talent, while recommenders may recommend Candidates for open roles using the Platform.
2. Once the Candidate is initially recommended to C2CTalent.com and accepts and agrees to it, he can be match to other job ads present on the system where his profile is a match. In such case the candidate will receive email information about such match and

his profile will be presented to a give company only after he confirms the interest.

3. You expressly agree that we are not party to any contract actually entered into by any Organisation or any Candidate.
4. C2Ctalent operates as a digital platform only and not as an employment agency or business.

3. **Recruitment Process**

1. At the moment of the first recommendation of you and your approval, you agree that:
 1. you will be informed any time when a potential job offer that is a potential fit will become available on the platform;
 2. your profile will not be shared with Organisations unless you expressly agree for your details to be shared; and/or
 3. you will not give any statements and will not provide any information which may be potentially misleading fo the Organisations.

4. **Removal of content**

1. We reserve the right to reject, remove or edit any Candidate's content from our Platform, and therefore, from the pool of Candidates which in our reasonable discretion:
 - a. is contrary to local, national or international laws including but not limited to laws relating to employment, equal employment opportunity and employment eligibility requirements, data protection/privacy, data access and use and intellectual property;
 - b. is found to be a misrepresentation relating to the Candidate's credentials;
 - c. is contrary to our best interests; or
 - d. we believe, in our discretion, should be removed for any other reason.
2. If we remove or edit an any Candidate's content from the Platform, we shall contact the Candidate, informing them about such fact.
3. It is possible for you to remove any content related to you at any time upon request. Such request should be sent to data@c2ctalent.com

5. **Your use of Information**

1. Any and all Information which a Candidate provides after being recommended will only be used to determine which specific roles may be suitable for you. No Information will be passed to any

- Organisation or third party unless and until the Individual expressly approves a specific role.
2. You acknowledge and agree that we have no control whatsoever over the truth, accuracy, quality, safety or legality of the information Organisations provide in relation to available roles (**Role Information**).
 3. When you are recommended on the Platform you agree that:
 - a. you have all necessary rights to the Information you provide to us including that the details you provide are true, accurate, complete and up to date and that we can provide this Information to Organisations and other third parties after your express approval;
 - b. Information you provide shall not:
 - be false, inaccurate, misleading or fraudulent;
 - infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
 - be in breach of any applicable law or regulation (including, but not limited to, those governing consumer protection, unfair competition, anti-discrimination, data protection/privacy or false advertising);
 - be defamatory, libellous, unlawfully threatening or unlawfully harassing;
 - contain any viruses, trojan horses, worms, time bombs, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; or
 - link directly or indirectly to, or include descriptions of services that are prohibited under these Terms;
 - c. you will not:
 - communicate or otherwise make available any Role Information to any third party;
 - use the Role Information for any purpose other than applying for a role on the Platform; or
 - include any details (including without limitation, name, address, email address, website address, telephone or fax number) by which you may be identified so as to circumvent or attempt to circumvent the Platform.
 4. Candidate will not engage in any business directly or indirectly with Organisations introduced to them from the Platform or otherwise by us, except as contemplated under these Terms. Any member found doing so will be warned and may be excluded from any future recruitment processes at our discretion.

6. **Organisation's right to use third party agents**

Candidate acknowledge and agree that Organisations may use third party agents for the purposes of undertaking their recruitment processes including but not limited to the undertaking of security and credit checks. By providing Information, Candidate consents to Organisations passing Information to appropriate agents for legitimate purposes related to your application for a role.

7. **Data Protection**

We are committed to protecting your privacy and by agreeing to these Terms you acknowledge that you have read and understood our Privacy Policy and that you will abide by, and agree with, its terms.

8. **Third Parties**

Some roles may be posted by third party executive search organisations who have been given approval by C2Ctalent to do so. An approval of a recommendation of a Candidate does not mean that her/his application and her/his CV will be shared with any third party. Only her/his express approval will allow it to happen.

9. **Disputes**

1. You expressly agree that in the event of any dispute between you and any other user of our Platform, in the first instance you will attempt to resolve the dispute directly with the other user acting in good faith at all times. In the event that you are unable to resolve the dispute we will act as mediator and you agree to be bound by our decision.
2. You agree that if we are unable to resolve a dispute in accordance with the provisions of clause 9.1 you will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR, and C2Ctalent shall not be liable for any costs incurred arising from any dispute between users.

10. **Our Right to Vary these Terms of Use**

We have the right to revise and amend these Terms from time to time to reflect changes in our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities. If we decide to change these Terms, we will post those changes on our website.

Please keep a copy of these Terms for future reference.

11. No Warranty

1. We make no warranty in respect of the Platform or the Role Information whatsoever except as expressly contained in this section of these Terms. We will use all reasonable skill and care (in accordance with industry standards of good practice for comparable industries) to:
 - a. investigate any alleged breach of these Terms and take appropriate action at our sole discretion; and
 - b. process all Personal Data we collect in accordance with our obligations under the Data Protection Act 1998 (DPA) and (from 25 May 2018), the General Data Protection Regulation 2016/679 (GDPR).
2. We (and our parent, subsidiaries, affiliates, officers, directors, agents and employees) do not guarantee continuous, uninterrupted or secure access to the Platform, and you acknowledge and agree that operation of the Platform may be interfered with by numerous factors outside of our control. The Platform is provided "as is" and as and when available, and to the extent permissible by law except as expressly stated otherwise in these Terms we exclude all implied warranties, conditions or other terms, whether implied by statute or otherwise, including without limitation any terms as to skill and care or timeliness of performance.

12. Liability

2. You understand and accept that C2C Talent Network Ltd cannot guarantee the suitability of any role, the prospects of success in any particular instance, or the truth or accuracy of the role listings.
3. You should obtain independent verification before relying on the Role Information provided on our website in circumstances which may result in loss or damage.
4. Nothing in these Terms shall limit or exclude our liability for fraudulent misrepresentation, or for death or personal injury resulting from our negligence or the negligence of our agents or employees. Subject to the foregoing, we (including our parent, subsidiaries, affiliates, officers, directors, agents and employees) will not be liable for any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), any loss of goodwill or reputation, or any special, indirect or consequential damages arising out of or in connection with your use of the Platform, the Role Information or these Terms.
5. We (including our parent, subsidiaries, affiliates, officers, directors, agents and employees) also have no liability of any sort (including

liability for negligence) for the acts or omissions of other providers of telecommunications services or for faults in or failures of their networks and equipment.

6. In the event that we are found liable by a court of competent jurisdiction, our liability to you or any third party, and the liability of our parent, subsidiaries, affiliates, officers, directors, agents and employees, in any circumstance is limited to £1,000.

13. Remedies

Without limiting other remedies, we may immediately remove your profile from the pool of Candidates if:

1. you breach these Terms or any terms incorporated by reference to these Terms;
2. we are unable to verify or authenticate any Information you provide to us; or
3. we believe, at our sole discretion, that your actions may cause any loss or liability for you, our users or us.

14. Assignment

You agree that these Terms and all incorporated agreements may be automatically assigned by us, in our sole discretion, to a third party in the event of a merger or acquisition or similar corporate transaction. You may not assign, license or sub-contract any of your rights or obligations under these Terms.

15. No Partnership

You and C2C Talent Network Ltd are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms.

16. Links to other websites, intellectual property rights

1. Our website may include links to external websites operated by Individuals, Organisations or other third parties. We cannot guarantee the content or privacy practices of any external websites and do not accept responsibility for those websites.
2. The contents of our website, its design, all material available on it, any database rights and all other intellectual property rights in our website belong to C2C Talent Network Ltd. We permit you to copy, download, reproduce and/or electronically save part or parts of the contents of our website solely for personal use. Any other use of the contents of our website is strictly prohibited. Any trademarks on our website are the property of C2C Talent Network Ltd or trademarks of their respective proprietors.

3. We may contact you by e-mail or provide you with information by posting notices on our website.

17. Law & Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of England and you hereby submit to the exclusive jurisdiction of the English courts.

18. Contact us

If you wish to get in touch regarding our services or have a general question, do not hesitate to contact us via email: data@c2ctalent.com