

Terms and Conditions Talent Square

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Introduction

Welcome to Talent Square (“we”, “us” or “Talent Square”). We use job vacancy data (“Hiring Data”) to support talent acquisition for businesses (“you”). These Terms and Conditions (the “Terms and Conditions”) govern your use of our platform (“Platform”), and the rights you have concerning your data (our “Services”). By accessing or using our platform, you agree to comply with and be bound by the following Terms and Conditions. If you do not agree with these Terms, please do not use our services.

We reserve the right to modify these Terms and Conditions at any time. Any changes will be effective immediately upon posting on this page, and your continued use of the platform after such modifications constitutes your acceptance of the updated terms. Please review these Terms and Conditions periodically to stay informed of any changes.

For information regarding the collection and processing of your personal data when using the Services, please see our Privacy Policy.

User Obligations

1. Registration and Account Responsibilities

To use certain features of our platform, you may be required to register an account. You agree to:

- Provide accurate, current, and complete information during the registration process.
- Keep your account information up to date.
- Maintain the confidentiality of your account credentials.
- Notify us immediately of any unauthorized use of your account or any other security breaches.

You are solely responsible for all activities that occur under your account. We are not liable for any loss or damage arising from your failure to comply with these obligations.

2. Accuracy of Information

As a user, you agree that all information you provide on the platform, whether during registration or while using the services, is true, accurate, and complete. You also agree to promptly update any information that is no longer accurate.

3. Compliance with Laws and Regulations

You agree to use the platform in compliance with all applicable local, national, and international laws and regulations. You must not use the platform in any way that violates any law or infringes on the rights of others.

4. Prohibited Uses

You are prohibited from using the platform:

- For any unlawful purpose.
- To solicit others to perform or participate in any unlawful acts.
- To infringe upon or violate our intellectual property rights or the intellectual property rights of others.
- To harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability.
- To submit false or misleading information.
- To upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the platform or of any related website, other websites, or the Internet.

Use of the Platform

1. Permitted Uses

The platform is provided to facilitate the connection between job seekers and employers. As a user, you are permitted to post job openings in paid social media ads and review applications.

All use of the platform should be consistent with its intended purpose. Any other use of the platform not explicitly authorized in these Terms and Conditions is prohibited.

2. Prohibited Uses

You agree not to use the platform in a manner that:

- Violates any applicable local, state, national, or international law.
- Attempts to gain unauthorized access to other user accounts, computer systems, or networks connected to the platform.
- Interferes with the proper working of the platform, including the deployment of bots, scrapers, or other automated tools to access the platform without our permission.
- Uses the platform to send unsolicited commercial messages (spam).
- Involves the reproduction, duplication, copying, selling, reselling, or exploiting any portion of the platform for commercial purposes without our express written consent.

3. Job Listings and Applications

- Employers are responsible for ensuring that job listings posted on the platform are accurate, lawful, and comply with all applicable employment laws.
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- The platform reserves the right to remove any job listing or application that it deems inappropriate or in violation of these Terms and Conditions.

User Content

1. Ownership of Content

You retain ownership of any content you submit, post, or display on or through the platform, including but not limited to job listings, resumes, and messages. By submitting content to the platform, you grant us a worldwide, non-exclusive, royalty-free license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such content in connection with the platform's operation and promotion.

2. Responsibility for Content

You are solely responsible for the content you post on the platform. This includes ensuring that your content:

- Does not infringe on any third-party rights, including intellectual property rights.
- Is not defamatory, libelous, discriminatory, or otherwise unlawful.
- Does not contain viruses or other malicious codes

3. Reporting and Removal of Content

The platform provides mechanisms for users to report content that they believe violates these Terms and Conditions. We reserve the right to remove any content that we determine, in our sole discretion, to be in violation of these terms or that we deem harmful to the platform or its users.

Termination and Suspension

1. Right to Terminate or Suspend Accounts

We reserve the right to terminate or suspend your account and access to the platform at our sole discretion, without notice, for any reason, including but not limited to:

- Breach of these Terms and Conditions.
- Conduct that we believe is harmful to other users, our business, or third parties.

- Extended periods of inactivity.

2. Consequences of Termination

Upon termination or suspension of your account:

- You will immediately lose access to your account and any associated content.
- Any pending job applications or postings may be removed from the platform.
- We are not obligated to retain or provide you with copies of any content that was associated with your account.

3. Reinstatement of Accounts

If your account is suspended or terminated, you may contact us to request a review of the decision. We are under no obligation to reinstate your account and will do so only at our discretion.

4. Survival of Terms

Provisions of these Terms and Conditions that by their nature should survive termination will remain in effect after the termination or suspension of your account. This includes but is not limited to provisions on intellectual property, disclaimers, indemnity, and limitations of liability.

Disclaimer of Warranties

1. No Guarantee of Accuracy

The platform is provided on an “as is” and “as available” basis. While we strive to ensure that the information and content available on the platform are accurate and up-to-date, we make no warranties or representations regarding the accuracy, completeness, or reliability of any content, including job listings, resumes, and other user-generated content.

2. No Warranty of Availability

We do not guarantee that the platform will be available at all times or that access to the platform will be uninterrupted or error-free. Scheduled maintenance, technical issues, or other factors may result in temporary outages.

3. No Warranty of Suitability

We make no representations or warranties that the platform will meet your specific needs or that any job listings, candidates, or other content on the platform will be suitable for your purposes. Users are responsible for conducting their own due diligence before entering into any employment or other agreements.

4. Limitation of Liability

To the fullest extent permitted by law, we disclaim any liability for any direct, indirect, incidental, consequential, or special damages arising out of or in connection with your use of the platform. This includes, but is not limited to, damages for lost profits, loss of data, or loss of goodwill.

5. No Implied Warranties

We expressly disclaim any implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. Your use of the platform is at your own risk.

Indemnification

1. User Indemnification

You agree to indemnify, defend, and hold harmless Talent Square, its affiliates, partners, officers, directors, employees, agents, and licensors from and against any and all claims, liabilities, damages, losses, costs, or expenses, including reasonable attorneys' fees, arising out of or in connection with:

- Your use of the platform or any services offered through it.
- Your violation of these Terms and Conditions.
- Your violation of any rights of another, including intellectual property rights.
- Any content that you post, submit, or otherwise transmit through the platform.

2. Cooperation in Defense

You agree to cooperate fully in the defense of any claim. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you agree not to settle any such matter without our prior written consent.

Governing Law

1. Jurisdiction

These Terms and Conditions and any disputes arising out of or related to the platform shall be governed by and construed in accordance with the laws of [Your Country/State], without regard to its conflict of law provisions.

2. Venue

You agree that any legal action or proceeding arising out of or related to these Terms and Conditions or your use of the platform shall be brought exclusively in the courts of Delaware. You consent to the jurisdiction of and venue in such courts and waive any objection to such courts being an inconvenient forum.

3. Waiver and Severability

If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under the law. Our failure to enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

Changes to the Terms

1. Right to Modify Terms

We reserve the right to modify these Terms and Conditions at any time. Any changes will be effective immediately upon posting on this page. Your continued use of the platform after the posting of revised Terms and Conditions means that you accept and agree to the changes.

2. Notification of Changes

We may, but are not obligated to, notify you of any significant changes to these Terms and Conditions by email or by posting a notice on the platform. It is your responsibility to review these Terms and Conditions periodically.

Contact Information

If you have any questions about these Terms and Conditions, please contact us at:

- Email: support@jobstalentsquare.com

- Phone: +421911118220
- Mailing Address: : Lansing St SE 2143, Grand Rapids, Michigan, 49506, US