



Talent Square Client Terms and Data Processing Agreement

Release 1.0 • 6 October 2026 • Effective on valid acceptance by the Customer

These terms govern the Talent Square recruitment services that a business customer uses through its account. Part A contains the commercial terms; Part B is the Data Processing Agreement (DPA); Annexes A to G are its supporting schedules, with Annex F covering purchases. The agreement applies to business customers in the European Union and United States, subject to the mandatory laws of the relevant locations. It is accepted online under section 1.5.

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Part B Data Processing Agreement: instructions, security, subprocessors, rights, deletion, transfers and audit. Annex A Processing details; B Security; C Subprocessors; D Retention; E Transfers and standard contractual clauses; F Purchases; G Optional modules. Part C Public privacy information.

Part A Client terms

The Customer accepts Parts A and B together. Candidates receive their own Candidate Application Rules and Privacy Notice. The accompanying Trust Centre Information explains service commitments, and the Website and Business Privacy Notice covers business users. Optional modules require the recorded activation described in Annex G.

1 Introduction and acceptance

1.1 TalentSquare Inc., a Delaware corporation, with correspondence address at 2143 Lansing St SE, Grand Rapids, Michigan 49506, United States provides the platform (Talent Square or T2). The Customer is the organisation identified at account registration. Its legal name, address, registration number where applicable, business contact and privacy contact, as entered at registration and kept current in the account, form part of this agreement. The person accepting confirms authority to bind that organisation.

1.2 Customer Candidate Data means personal information supplied or generated for a Customer's recruitment, including CVs, applications, candidate cards, correspondence, extracted text, comparison outputs, scores and recruitment records. Account Data means information concerning the Customer's users, billing and the administration of the service.

1.3 The separate Website and Business Privacy Notice explains T2's own processing of business-user and website information. Part B covers candidate data processed on Customer instructions. Agreement to these Terms is not consent by a candidate to processing, marketing or retention.

1.4 Mandatory law and applicable transfer clauses prevail. Part B and Annexes A to E and G govern processing on the Customer's behalf. Part A and Annex F govern commercial matters. A separately signed agreement may expressly vary commercial provisions, but cannot reduce mandatory privacy safeguards. Public notices explain individual rights and do not waive them. Future website material is not incorporated automatically.

1.5 Acceptance and start of service. The agreement is concluded when an authorised person accepts it online at account registration or, for an existing account, at the first purchase or when accepting an updated version. The service, including processing under Part B and the standard contractual clauses in Annex E, starts on acceptance. The Customer must publish its recruitment notice under section 2.5 before collecting applications. Optional modules in Annex G start only when the Customer enables them in its account.

2 Customer obligations

2.1 The Customer must provide accurate account information, keep it current, protect credentials, grant access only to authorised personnel and promptly report suspected unauthorised access to support@jobstalentsquare.com. Individual accounts must not be shared.

2.2 The Customer must use the service lawfully, including under employment, equality, privacy, electronic communications and records retention rules applicable to its recruitment. It must identify the relevant employer or recruitment organisation, the role and the applicable locations before collecting applications.

2.3 The Customer must maintain an appropriate lawful basis, supply the required candidate notices, use relevant recruitment criteria and assess whether local AI notices, audits, impact assessments, accommodations or human review procedures apply. Talent Square remains responsible for its own legal and contractual obligations.

2.4 The Customer must not upload unnecessary sensitive data, use protected characteristics or unlawful proxies to rank candidates, infer health or personality traits from a CV, send unsolicited unrelated marketing, or use the service for surveillance, discriminatory targeting or unlawful profiling.

2.5 Before collecting an application, the Customer must provide an accessible job-specific privacy notice identifying the responsible organisation, purposes, applicable legal basis, required and optional fields, recipients, relevant comparison processing, retention and rights contacts. Applying must not depend on optional marketing or future-opportunity consent. Acceptance of business Terms or acknowledgment of a privacy notice is not blanket consent to candidate processing. A form must not request unnecessary health information or infer health status from an applicant's answers.

2.6 Standard service boundaries. The ordinary service accepts relevant professional recruitment information. It does not authorise medical records, vaccination or fitness certificates, identifiable patient or care-home resident information, criminal-record reports, or special-category assessment workflows. These restrictions cover forms, attachments, messages, comparison inputs and forwarding. Campaign materials are governed by section 8.2. The Customer's need for a check does not make that processing part of the agreed T2 service. A broader workflow requires a prior written scope amendment and the conditions in Part B section 3.4.

2.7 Recruitment in a regulated sector does not by itself make this a clinical, occupational-health or background-screening service. The Customer must separately establish the lawful checks, timing, notices, access and retention required for the role. Where HIPAA business-associate processing would actually arise, no such use is authorised before an appropriate agreement and the necessary controls throughout the relevant supplier chain are in place. A GDPR DPA alone is not a HIPAA business associate agreement.

2.8 For imported or referred records, the Customer must record the source, purpose, collection date or known age, applicable permission or other lawful basis and the notice provided or applicable exception. It must not fabricate an applicant's acknowledgement or consent, assume that an old database remains usable, or treat a public profile as unrestricted recruitment permission. Necessary referee information must be minimised and handled lawfully. Unclear imports must be reviewed before comparison or disclosure.

2.9 The Customer must provide a working confidential route for accessibility and recruitment adjustments, with an effective alternative where required, without using requests as adverse scoring criteria. It must assess local rules for young applicants, working hours, hazardous work and regulated duties. The platform is not intended for applicants under 16. This service restriction is not a universal employment-age or consent rule.

2.10 An agency or group customer must identify the responsible legal entity and its actual role for each recruitment purpose, document authority from any ultimate controller and separate access between clients. Group ownership does not itself authorise sharing. Customer administrators must promptly remove access when personnel leave or change role. T2 shall support revocation of relevant sessions, tokens and invitations without undue delay after an authorised removal instruction; downloaded copies remain the Customer's responsibility. Suspected lack of authority to bind or administer the Customer must be reported, verified and resolved through an authorised organisational contact without disclosing candidate records to an unverified claimant.

3 Use of the platform

3.1 The platform supports recruitment campaigns, job advertisements, receipt and review of applications, and the features specified in the Customer's order. Job listings must be accurate and lawful. The Customer remains responsible for advertised qualifications and recruitment outcomes.

3.2 The Customer must not introduce malicious code, bypass access controls, scrape other tenants' information, interfere with service availability or disclose another organisation's candidate information. Talent Square may restrict misuse and investigate security concerns.

3.3 The applicable order or the checkout summary shown before purchase specifies fees, currency, taxes, payment timing, campaign and advertising budgets, service term, renewal, cancellation and refunds. Creating an account alone does not authorise an undisclosed charge or renewal. Paid service must not begin without the applicable commercial terms being presented and accepted.

3.4 The order must also identify deliverables, approval responsibilities, target launch or delivery dates, permitted advertising channels, the T2 service fee separately from the advertising budget, treatment of third-party charges and the completed commercial schedule in Annex F. Before purchase, the checkout or accepted quotation must clearly disclose the early-stop credit and normal-completion balance rules in section 3.7. The Customer must approve accurate lawful advertising content and targeting. A recruitment result is not guaranteed, but T2 remains responsible for supplying the agreed service with reasonable care.

3.5 If an advertising platform rejects, delays or restricts a campaign, or a service incident materially prevents delivery, T2 shall inform the Customer without undue delay after learning of it, explain the known impact and seek a reasonable correction or agreed alternative. It must not conceal rejection or knowingly continue avoidable unauthorised expenditure. Neither party shall bypass an advertising platform's lawful restrictions. Responsibility depends on the agreed service and the cause; third-party involvement does not excuse T2's own breach.

3.6 Report campaign or billing problems to support@jobstalentsquare.com with the relevant order reference. T2 shall investigate, provide a reasoned response and correct substantiated duplicate or unauthorised charges. For a substantiated failure by T2 to supply an agreed deliverable, T2 shall offer timely correction or re-performance where practicable; if that cannot reasonably resolve the failure, the Customer may terminate the affected undelivered portion and receive a proportionate refund of fees for it. This does not create a hiring guarantee or restrict mandatory remedies.

3.7 Campaign balances and early-stop credits. At campaign closure or termination, T2 shall provide an account of advertising funds received, amounts actually committed or spent under the authorised campaign, applicable disclosed third-party charges and the remaining balance. If the Customer itself stops a campaign before its scheduled completion, the unused advertising budget that has not already been spent or irrevocably committed is credited to that Customer's account as ordinary account credit under Annex F after reconciliation of outstanding advertising charges. This credit is not a cash refund and is not redeemable to a bank account or payment card, except where mandatory law requires otherwise. Account credit expires if the Customer's account has no paid purchase or campaign activity for 12 consecutive months. T2 shall notify the Customer's administrative contact at least 30 days before expiry, stating the amount and expiry date. Expired credit is not refunded or reinstated, except where mandatory law requires otherwise. The credit does not include the T2 service fee or authorised third-party charges already incurred. When a campaign runs to its normal scheduled completion, any residual unused advertising balance, including a small balance caused by delivery or rounding, is neither refunded nor credited and is retained by T2 under this disclosed pricing rule. Retained balances must not be reported as advertising expenditure that did not occur. Normal completion does not include a failure by T2 to supply an agreed deliverable. The absence of a suitable hire alone does not require a refund or credit for properly delivered services or authorised advertising expenditure. This section does not override the remedies in section 3.6, the specific refund obligations in sections 9.7 and 16.2 or Part B section 5.2, or mandatory legal rights.

3.8 Renewal, price-change notice, cancellation mechanics and any plan change must follow the accepted order and section 13. No undisclosed renewal charge or retroactive price increase is authorised. Resolving a commercial dispute or closing an account does not remove the parties' data protection, export and lawful retention duties.

3.9 Where the Customer's plan includes the AI hate speech manager, comments on the Customer's campaign adverts that contain insults, profanity or hate speech are hidden or removed automatically using Meta's own moderation tools and TrollWall, provided by TrollWall AI Technologies j. s. a. (Presov, Slovakia; data hosted in Ireland). Talent Square determines this moderation as controller and uses TrollWall as its processor; it covers the commenter's public name, profile identifier and comment text. Moderation is configured to target abusive content, not ordinary criticism, and the Customer may ask Talent Square to review and restore a hidden comment.

4 Candidate comparison and human review

4.1 Where enabled by the Customer, the platform compares factual information in a CV or application with the requirements of a job description. It may extract relevant experience, skills and qualifications and return supporting matches, missing information, a summary, a score and a suggested order in which to contact candidates. The output is informational and does not require the Customer to hire or reject a candidate. The standard service does not authorise an automated employment decision.

4.2 Such evaluation may constitute profiling under applicable data protection law. An output is an indication of documented fit to the stated requirements, not verification that a candidate's claims are true, a prediction of personal worth, or a guarantee of job performance.

4.3 The Customer must conduct meaningful human review before using an output to reject, shortlist or make another material employment decision. Reviewers must be able to inspect the source material and criteria, correct errors and override the output. Automatic rejection, hidden cutoffs and rubber-stamping an output are not permitted under these Terms.

4.4 Missing or unreadable information must not be represented as a confirmed lack of a qualification. The Customer must offer a practical route to correct factual errors, seek human reconsideration and request reasonable accommodation where required. The Customer must not use scoring for a vacancy until any notice, audit or legal assessment required by applicable law has been completed.

4.5 The service may use authorised providers for recruitment administration, communications, document processing and advisory comparison. Actual providers and locations are identified in Annex C. Each function is limited to its accepted processing module in Annex G. Substitution of a provider within that scope follows Part B section 5. A supplier's broader product offering does not enlarge the Customer's instructions. Voice communication, recording, transcription and interview assessment require their own completed activation record before use; ordinary account acceptance does not activate them.

4.6 Talent Square must provide available information reasonably needed to understand the comparison, including the relevant criteria, output limitations and material changes. The Customer must not portray the tool as infallible, unbiased by definition, or exempt from AI or employment rules merely because factual information is used.

4.7 Comparison does not authenticate a document or verify the validity of a professional licence or registration, recognition of qualifications, work authorisation, statutory safeguarding clearance or fitness for a regulated role. The Customer shall arrange appropriate independent checks before appointment or performance of regulated duties. T2 must not label a candidate or credential as independently verified unless the identified verification was actually performed within an expressly agreed service.

4.8 Before enabling comparison for a new jurisdiction, use or assessment method, the parties shall establish the applicable requirements and allocate their own responsibilities, including any required notices, assessments, audits, accessibility measures and AI-system roles. T2 shall not enable a use for which necessary prerequisites within its responsibility remain unmet; the Customer shall not deploy it contrary to local requirements. Ordinary account acceptance, factual criteria or a nominal human reviewer do not establish an exemption. External background-data enrichment requires separate prior scope and legal review, including potential FCRA duties where relevant.

4.9 Application files and job descriptions are untrusted inputs. T2 shall implement appropriate safeguards so embedded instructions do not control access permissions, reveal other customers' records or override the authorised assessment criteria. The Customer must not introduce manipulative instructions or permit concealed rejection rules. Suspected manipulation shall be examined proportionately, with access to relevant source evidence and a correction route; an unexplained automated accusation is not proof of candidate misconduct.



4.10 EU AI Act. The parties apply Regulation (EU) 2024/1689 as amended to their actual roles and use. Talent Square is responsible for the classification and provider, importer or distributor duties arising from the service it places on the market or supplies, including any own-brand integration or substantial modification. The Customer is responsible for deployer duties arising from its recruitment use and for any change that gives it provider status. FreshMint ai OÜ identifies itself as provider of its JobMojito system in its supplied DPA; this does not settle the classification of Talent Square's integration. Talent Square describes each AI system used in the service, its intended purpose and the roles of the parties in Annex G and in information supplied on request.

4.11 Recruitment evaluation and ranking are assessed against Annex III point 4 of the EU AI Act. Factual criteria and human review do not establish an exemption, particularly where profiling occurs. Each party supports the AI literacy of relevant personnel. Talent Square provides instructions, known limitations and documentation reasonably needed for lawful deployment and required assessments; the Customer assigns competent reviewers with authority to override outputs. Applicable conformity, logging, registration, transparency, incident and monitoring duties apply from their statutory dates, including any transition rules. The agreement does not warrant a completed conformity assessment.

4.12 US recruitment rules. Before use in a relevant location, the parties assess applicable federal, state and local rules, including New York City Local Law 144, Illinois employment AI rules and Colorado automated-decision rules as then applicable. The Customer records how heavily outputs influence decisions. Required notices, independent audits, accommodations and review routes must be in place for the intended use. Talent Square supplies reasonably necessary system information and cooperation. Neither the numeric scale nor an advisory label alone determines legal coverage. Background screening, AI calls and call recording require separate assessments, including FCRA, communications and recording laws where relevant.

5 Data protection and allocation of roles

5.1 For recruitment that the Customer controls, the Customer is the controller or equivalent responsible business. Talent Square processes Customer Candidate Data on documented instructions as processor or service provider. If the Customer is itself an authorised processor, the parties must document the corresponding processing chain before use.

5.2 Talent Square separately determines the purposes of its Account Data processing, necessary business administration and its own legal compliance as described in the separate Website and Business Privacy Notice. Roles follow actual processing. Talent Square must not reclassify candidate data as Account Data to avoid Part B. Marketing and public website services are not automatically candidate-data subprocessors.

5.3 The DPA governs confidentiality, security, subprocessors, international transfers, assistance with rights requests, incidents, audits and deletion or return. Subcontracting does not release Talent Square from its applicable obligations to the Customer.

5.4 Customer Candidate Data must not be sold, used for cross-context behavioural advertising, added to another customer's talent pool or used to train shared AI models or for independent product development. Any permitted statistics must be effectively anonymised, with no reasonable means of linking them back to a person. Consent-based job-page measurement under section 5.5 is separate from this restriction.

5.5 Talent Square must not upload Customer Candidate Data from the platform to advertising custom-audience or lookalike lists. Separately, Talent Square operates Meta Pixel and the Meta Conversions API on job pages as its own controller under the Cookie and Tracking Notice, to measure and improve recruitment advertising. Only with the candidate's consent to advertising cookies, this sends Meta the candidate's hashed email address and phone number, IP address, browser information, Meta cookies and the page view or application event. This measurement data is collected through the candidate's browser on the basis of that consent and used only for advertising measurement; it is not taken from application records stored in the platform. CVs, application answers and scores are never sent to advertising providers. Application contents and sensitive details must not leak through analytics, session replay, URLs or tracking events. Any materially different use requires a separate lawful assessment and agreement before it begins.

6 Forwarding candidate information

6.1 The forwarding feature can send a candidate card PDF and CV attachments to an email address selected by an authorised Customer user. Sending is an instruction by the Customer to Talent Square. The user must verify the recipient, purpose, authority and minimum necessary attachments before confirming the transfer.

6.2 The Customer must ensure that disclosure is covered by its candidate notice and lawful basis, is limited to legitimate recruitment or another separately lawful purpose, and complies with any applicable international transfer rules. An email checkbox does not establish a missing lawful basis or replace a required controller-processor agreement.

6.3 A recipient within the Customer's organisation acts under that organisation's authority. A separate recipient may be an independent controller, joint controller or processor, depending on the actual arrangement. The Customer must establish the appropriate arrangement and restrictions before disclosure. A confidentiality footer alone does not bind an unrelated recipient to a DPA.

6.4 Talent Square is responsible for the secure operation of the sending feature and processing it controls. The Customer is responsible for its selection of an authorised recipient and the lawfulness of its instructions. No confirmation transfers Talent Square's own statutory or contractual obligations to the individual user.

6.5 Delivered attachments can be copied and cannot be remotely recalled or erased by Talent Square. The Customer must control copies within its systems and require relevant processors to implement retention, correction, restriction and deletion instructions. Independent controllers remain responsible for their own copies under applicable law.

6.6 Talent Square keeps a limited record of each transfer, such as the sending user, candidate reference, recipient, time and delivery status. Full CV content must not be copied into routine transfer logs. The DPA and retention schedule govern these records.

6.7 For applicable corrections, restrictions or erasure, Talent Square assists the Customer in identifying and notifying known recipients. The Customer must document completion or the recipient's lawful retention reason. A local deletion or a sent notification must not be represented as verified deletion from every external mailbox.

6.8 Information excluded by section 2.6 must not be sent through the ordinary forwarding function. Where excluded content is identified, further unnecessary forwarding must be restricted pending the appropriate action under Part B section 6.5. A misdirected package must be reported promptly and assessed under the incident process; asking a recipient to delete it is a containment step, not proof that all copies were erased.

7 Retention and rights requests

7.1 The retention rules in Annex D apply unless the parties record a different lawful schedule and provide the required candidate information before processing. The Customer must identify any applicable statutory archive or legal hold and give T2 timely instructions. Records cannot remain active indefinitely because a job was never closed or a user viewed an old profile.

7.2 The service distinguishes active recruitment information, optional future-opportunity records, restricted legally required archives, and minimal operational or compliance records. Expired active data must be deleted or moved to a justified restricted archive. Archived data must not be used for new ranking, marketing or unrelated recruitment.

7.3 Withdrawal from recruitment, withdrawal of talent-pool consent, marketing unsubscribe, objection and erasure are different requests. The Customer must give effect to each request according to its scope and applicable law. Erasure exceptions must be specific, recorded and reviewed; a generic desire to keep all CVs is not sufficient.

7.4 The Customer authorises Talent Square to receive and route candidate requests and to execute valid instructions across its own systems and subprocessors under the DPA. The Customer must respond promptly enough to meet applicable statutory deadlines. It must not require a candidate to open a paid account or contact each subprocessor separately.

8 Content and intellectual property

8.1 The Customer retains its rights in its content. It grants Talent Square only the rights reasonably necessary to host, process, display to authorised persons and transmit that content to provide the contracted service. Customer Candidate Data is not licensed for public promotion or unrelated advertising.

8.2 Talent Square may distribute the Customer's approved job advertisements for the instructed campaign. This permission does not cover publishing identifiable candidate content. The Customer must have the necessary rights for the content it provides, including the consent or other lawful basis for any identifiable person shown in photos or videos, such as staff, patients or residents, and may report unlawful or inaccurate material for review.

8.3 Talent Square and its licensors retain all rights in the platform, software, documentation and pre-existing materials. During the service term, Talent Square grants the Customer a limited, non-exclusive, non-transferable right for authorised users to access the purchased service for its own recruitment or expressly agreed agency use. This is a right to use the service, not a transfer of ownership.

8.4 Except to the extent mandatory law permits, the Customer may not reverse engineer the platform, circumvent technical limits, resell access outside an agreed agency or reseller scope, or remove ownership notices. These restrictions do not limit authorised exports, applicable interoperability rights or data-subject rights.

8.5 As between the parties, the Customer may use approved campaign deliverables for its agreed campaigns, subject to disclosed third-party licences. Talent Square retains its tools and reusable methods. In materials it creates for the Customer, Talent Square uses only properly licensed stock images, fonts, music and other third-party assets and is responsible for those licences; the Customer is responsible for content it supplies. AI-generated material may lack exclusive intellectual property protection; the Customer reviews factual accuracy, third-party rights and compliance with equal-treatment rules, including gender-neutral wording and non-discriminatory targeting, before publication. No licence is granted to use candidate data for model training.

8.6 The Customer may provide voluntary feedback. Talent Square may use non-confidential feedback to improve the service without payment. This permission excludes personal data, Customer confidential information and any disclosure prohibited by the DPA.

9 Term, termination and suspension

9.1 Talent Square may suspend access proportionately for a material breach, security risk or unlawful processing instruction, with notice and an explanation where lawful and practicable. Suspension is limited to the affected service and lasts only while reasonably necessary. It does not obstruct statutory rights or the return of lawfully accessible Customer data.

9.2 On termination, the Customer may elect return or deletion of Customer Candidate Data under the DPA. A documented export period of 30 days is available unless immediate deletion is instructed or law requires a different arrangement. Expiry of that period triggers deletion, subject only to recorded legal retention and backup restrictions.

9.3 The Customer remains responsible for copies it downloaded or forwarded. Talent Square must issue corresponding instructions to its subprocessors and provide an accurate completion statement. Confidentiality, statutory rights, required restricted retention and relevant DPA obligations survive termination.

9.4 The agreement continues while the Customer's account remains open. Each purchase runs for its stated term; a one-off campaign ends when agreed delivery and settlement are complete. Renewal occurs only as expressly accepted at checkout. Either party may close an account with no active purchase on written notice. Closure does not cancel an active purchase unless these Terms or the checkout terms permit it.

9.5 Either party may terminate the affected order for a material breach not cured within 30 days after written notice describing it. Immediate termination is available for an irremediable material breach or unlawful processing that cannot lawfully continue. To the extent permitted by applicable insolvency law, a party may terminate if the other ceases business, enters liquidation other than a solvent reorganisation, or becomes subject to insolvency proceedings not dismissed within 60 days.

9.6 Renewal cancellation follows Annex F. An agreed convenience termination follows the order; neither party acquires an undisclosed right to cancel prepaid delivery without consequence.



9.7 On termination for Talent Square's uncured breach or an unresolved subprocessor objection, Talent Square refunds prepaid fees for the unused affected service and returns unspent and uncommitted advertising funds within 14 days. Other termination leaves properly earned fees payable; it does not authorise unagreed charges. Return and deletion follow Part B. Accrued payment rights, IP ownership, confidentiality, liability, indemnities and the DPA obligations that by nature continue survive termination.

10 Service limitations and liability

10.1 The service may experience interruptions. Candidate and AI-generated content may be incomplete or inaccurate. Talent Square does not guarantee that a candidate will be suitable or that a campaign will result in a hire. These statements do not remove obligations to apply agreed security, reasonable care, corrections or legally required safeguards.

10.2 To the extent permitted by law, each party's aggregate liability under this agreement is limited to the greater of USD 1,000 and the service fees paid or payable during the 12 months preceding the event giving rise to the claim. Liability for breach of confidentiality or data protection is limited to twice that amount. Advertising funds are excluded from service fees for this calculation. Section 11 indemnities are outside these monetary caps and cover only the claims, costs and procedures expressly stated there. Neither party is liable for indirect or consequential loss or lost profits, except amounts payable to a third party under a covered indemnity. The caps and exclusions do not apply to fraud, wilful misconduct, gross negligence, undisputed payment duties, return of unspent Customer funds or liability that cannot lawfully be limited. They do not restrict individuals' statutory rights, regulatory powers or required rights assistance. To the extent permitted by law, a claim must be notified in writing within 12 months after the claiming party became aware, or should reasonably have become aware, of the event giving rise to it. A party's liability is reduced to the extent the loss was caused or contributed to by the other party's breach, instructions or failure to take reasonable steps to mitigate it. Refunds of service fees and compensatory account credits provided for the same event count towards the applicable cap; credit of the Customer's own unused advertising budget under section 3.7 does not. Nothing in this section limits either party's liability under the standard contractual clauses in Annex E.

11 Indemnification

11.1 The Customer shall defend, indemnify and hold harmless Talent Square against third-party claims alleging that Customer-supplied content infringes intellectual property rights or that the Customer's unlawful recruitment criteria or disclosure instructions breached these Terms. This covers final damages and costs awarded by a competent court, reasonable external defence costs and settlements approved under section 11.2, only to the extent caused by the Customer's breach. It excludes Talent Square's own breach or wrongdoing.

11.2 The indemnified party promptly gives written notice and reasonable cooperation. Late notice reduces protection only to the extent it materially prejudices the defence. The indemnifying party controls the defence with competent counsel; the other party may participate at its own expense. Settlement requires Talent Square's consent if it admits fault, imposes a non-monetary duty, lacks a full release or requires it to pay. Consent must not be unreasonably withheld. The indemnifying party pays covered reasonable cooperation costs. No indemnity transfers a party's own regulatory duties or requires unlawful reimbursement of a penalty.

12 Governing law

12.1 The laws of the State of Delaware, United States, govern this business agreement, excluding its conflict-of-laws rules. The state and federal courts located in Delaware have jurisdiction over contractual disputes between the Customer and T2, unless a separately signed agreement provides otherwise. Mandatory privacy, employment and other applicable laws, supervisory-authority powers, data-subject remedies and the jurisdiction provisions of applicable transfer clauses prevail where required. Candidates are not parties to this business forum agreement.

12.2 If a provision is unenforceable, the remaining provisions continue to apply to the extent lawful. The agreement does not require candidates to surrender mandatory complaint or court remedies.

13 Changes to the terms

13.1 Talent Square supplies current and accepted versions of these Terms and the accompanying notices through its service or support@jobstalentsquare.com. The Trust Centre Information explains processes. Routine process improvements do not change the agreed purposes, core safeguards, retention limits or material rights.

13.2 Material amendments to these Terms require advance notice, ordinarily at least 30 days, stating what changes and when. Where agreement is required, the amendment takes effect only after valid acceptance. Otherwise the Customer may terminate the affected service before the change takes effect under the applicable order, subject to mandatory rights. An urgent legal or security change may take effect sooner only to the extent necessary, with prompt notice and without removing required permissions or safeguards.

13.3 The processing purposes, role allocation, security baseline, core retention instructions, audit and assistance duties, and transfer obligations in Part B cannot be reduced through a Trust Centre edit. Subprocessor changes follow Part B section 5. New purposes, longer retention, materially changed assessment or transfer arrangements require the applicable instruction, legal assessment, notice and any legally required consent before use. A change log alone is not notice where direct notice is required.

13.4 At acceptance the Customer receives a retrievable copy of this agreement and its annexes. An external schedule is incorporated only if its title, version and effective date are recorded and a copy is supplied. The accompanying Trust Centre Information, Release 1.0, explains the agreement; the binding schedules remain Annexes A to G.

13.5 Acceptance is recorded through the checkbox at account registration or checkout, or through a separately signed agreement. The record identifies the organisation, accepting person, authority declaration, time and document version. T2 supplies a retrievable copy. An invited user acknowledges personal-use rules and does not replace the organisation's agreement or DPA without authority.

13.6 A new function can be added without rewriting the whole agreement by completing and validly accepting its Annex G processing module. The record must identify the exact purpose, operations, data, people, roles, recipients, locations, transfer safeguards, retention, security, rights arrangements and applicable notices or consent. No module can silently weaken Part B or authorise processing prohibited by law. A material departure from the agreed baseline requires the applicable amendment and acceptance, as well as lawful candidate information and any required choice before processing.

14 Contact information

TalentSquare Inc., a Delaware corporation, with correspondence address at 2143 Lansing St SE, Grand Rapids, Michigan 49506, United States. Service, privacy and security contact: support@jobstalentsquare.com. A message should identify its subject and relevant order. The Customer must keep its administrative, privacy and security contacts current.

15 Confidentiality

15.1 Confidential Information is non-public information disclosed in connection with the agreement that is marked confidential or reasonably understood to be confidential, including business plans, pricing, security information, platform technology and Customer records. It excludes information the recipient can demonstrate was lawfully known without restriction, independently developed, lawfully received without a duty, or public without breach.

15.2 Each recipient uses Confidential Information only to perform or exercise rights under the agreement, protects it with at least reasonable care, and limits disclosure to personnel, advisers and permitted suppliers who need it and are bound by suitable duties. The recipient is responsible for those persons within its control. Legally compelled disclosure is limited to what is required, with advance notice and reasonable assistance where lawful.

15.3 On termination or request, the recipient returns or destroys Confidential Information subject to lawful archives and protected backup cycles. Personal data follows the stricter DPA requirements. Confidentiality lasts

five years after termination, for trade secrets while they remain protected as such, and for personal data for as long as required by the DPA and law.

16 General provisions

16.1 Neither party may use the other's name, logo or customer status in a case study, customer list or endorsement without prior written permission. This does not prevent approved job-advertisement use or a legally required disclosure.

16.2 Neither party is liable for delay caused by an event beyond its reasonable control that it could not reasonably prevent or overcome. It must promptly notify, mitigate and resume performance. Lack of funds and avoidable failures of agreed security are excluded. The provision does not excuse accrued payments, refunds, mandatory privacy duties or required incident assistance. After 30 consecutive days of material prevention, either party may terminate the affected service; prepaid unused fees and unspent advertising funds are returned within 14 days.

16.3 Neither party may assign this agreement without the other's prior written consent, not unreasonably withheld, except to an affiliate or a successor in a merger or sale of substantially all relevant assets that assumes the obligations. The assigning party gives prompt notice. Assignment does not itself authorise a new data recipient, transfer, purpose or reduction in safeguards; the DPA procedures still apply.

16.4 Contract notices go to support@jobstalentsquare.com and the Customer's recorded administrative address; privacy and incident notices also go to the respective notified privacy or security contact. Notices are effective on acknowledged receipt or the next business day after successful email transmission without a delivery-failure notice, subject to proof and mandatory rules. Urgent incidents use available escalation channels without waiting for contractual deemed receipt. Service of legal proceedings follows applicable law.

16.5 This agreement and the accepted order form the entire agreement on their subject and supersede prior proposals, without excluding fraud or mandatory rights. A waiver applies only if clearly given in writing. The parties are independent contractors; no agency, employment or partnership is created. Except for express transfer-clause beneficiaries and mandatory rights, no third party gains contractual enforcement rights.

16.6 The agreement may be accepted electronically or in counterparts, each treated as an original forming one agreement. Valid acceptance is recorded under section 13.5. Neither a scanned signature nor a checkbox cures missing authority or incomplete mandatory transfer particulars. Business day means Monday to Friday excluding public holidays at the recipient's principal business location; statutory periods retain their legal meaning.



Part B Data Processing Agreement

This DPA is incorporated in and accepted with Part A. References to sections in this Part refer to Part B unless stated otherwise. Annexes A to E and G form part of this DPA. Annex F is the commercial schedule governed by Part A. Additional activation records supplement these schedules only for an expressly selected feature or lawful variation.

1 Scope and roles

1.1 The Customer is the controller and Talent Square is its processor for Customer Candidate Data. Where the Customer acts as an authorised processor for another controller, Talent Square acts as subprocessor and the Customer warrants that it has the necessary instructions and authorisation. Corresponding duties must flow through the full chain.

1.2 Under applicable US privacy law, Talent Square acts as a processor, service provider or contractor, as appropriate to the law and actual processing. This DPA does not change a party's role where its actual conduct determines a different role.

1.3 Personal data, controller, processor, processing and personal data breach have their meanings under applicable law. Customer Candidate Data includes inputs, CV files, application materials, extracted content, candidate cards, comparisons, scores, rankings and related personal metadata. Pseudonymised data remains covered.

1.4 Talent Square's separately controlled business-user, website and business administration data are described in the separate Website and Business Privacy Notice. Candidate information must not be moved into that category to avoid this DPA.

2 Instructions and confidentiality

2.1 Talent Square shall process covered data only on the Customer's documented instructions, including these Terms, the DPA, the completed annexes and authorised in-product actions. Instructions must cover international transfers. Talent Square shall inform the Customer immediately if it believes an instruction infringes applicable data protection law and may pause that instruction pending resolution.

2.2 Where GDPR applies, an exception to documented instructions under Article 28(3)(a) is limited to processing required by Union or Member State law to which Talent Square is subject. Talent Square shall inform the Customer before that processing unless that law prohibits notice on important grounds of public interest. A third-country demand is not automatically such an exception: Talent Square shall assess it under applicable law, including GDPR Articles 44 to 49 and Article 48 where relevant, challenge unlawful or disproportionate demands where appropriate, and notify the Customer where permitted. For processing governed only by other law, a compulsory disclosure must be valid under that law and limited to what is necessary.

2.3 Persons authorised to access covered data must be subject to confidentiality duties, role-based authorisation and appropriate training. Access must be limited to an established service need and removed when no longer required.

3 Customer obligations

3.1 The Customer shall establish and document lawful purposes and bases, supply accurate candidate notices, configure relevant job criteria and retention, and provide instructions that respect individuals' rights. Where required, it shall obtain valid consent without combining optional future opportunities with a mandatory application acknowledgement.

3.2 The Customer shall assess applicable automated decision, discrimination, accessibility, recordkeeping and international transfer requirements. It shall conduct any required impact assessment and ensure meaningful human oversight. Talent Square shall provide reasonably necessary assistance and information.

3.3 The Customer shall identify an operational privacy contact and respond promptly to rights requests and incidents. It is responsible for its authorised users and for downloaded or forwarded copies under its control. Each party retains its own legal responsibilities.

3.4 An extension to special-category, health, criminal-record or other excluded processing requires a signed or validly accepted written amendment before use. It must identify the data, purpose, lawful basis and additional legal condition where required, applicable jurisdiction and recruitment stage, authorised persons and suppliers, international transfers, retention and deletion, rights handling, and risk assessment and safeguards. The parties must verify feasibility before enabling it. A Customer instruction or checkbox alone does not authorise an unlawful or unsupported workflow. Standard recruitment in healthcare does not itself include patient-data or HIPAA processing.

4 Security and incident response

4.1 Talent Square shall implement measures appropriate to the risks, as specified in Annex B. It shall regularly assess their effectiveness and shall not materially reduce agreed protection during the service.

4.2 Talent Square shall notify the Customer without undue delay after becoming aware of a personal data breach affecting covered data. An initial notice is not delayed until the investigation is complete; information may be supplied in phases. This does not extend a shorter applicable duty.

4.3 The notice shall include available facts about the breach, affected data and approximate scale, likely consequences, mitigation, and a contact point. Talent Square shall preserve relevant evidence, support required notifications and cooperate with containment and remediation. It shall not notify individuals on the Customer's behalf without instructions unless legally required.

4.4 Talent Square provides material updates without undue further delay. Incident coordination follows the Customer's notified security contact, with its administrative contact as fallback.

5 Subprocessors

5.1 The Customer gives general written authorisation for subprocessors identified by legal entity and function in the accepted Annex C register. A service brand or a catalogue of possible providers does not authorise an unidentified recipient. Talent Square gives at least 30 days' direct advance notice of an addition or replacement, identifying the legal entity, service, affected data and processing countries.

5.2 The Customer may object on reasonable data protection grounds within 15 days of notice. The parties seek a suitable alternative before the provider starts processing the affected data. If no reasonable solution is agreed, either party may terminate the affected service without penalty. Talent Square refunds prepaid service fees for the unused affected period and returns unspent and uncommitted advertising funds within 14 calendar days. Delivered services and properly authorised third-party spend remain payable. Export, erasure and mandatory rights assistance remain available.

5.3 Talent Square shall impose materially equivalent data protection obligations in a binding contract, including confidentiality, security, restricted purpose, rights assistance, deletion and appropriate transfer safeguards. Talent Square remains responsible to the Customer for its subprocessors' performance as required by law.

5.4 Each provider handling Customer Candidate Data must be contracted for the actual processor or subprocessor chain and enabled modules, including onward processing. T2 shall retain evidence of accepted terms and completed schedules. A vendor's public privacy policy or whole-platform supplier list is not sufficient evidence of the route used for this Customer. Provider additions or replacements must not start before the applicable authorisation, objection process and transfer safeguards are resolved.

6 Restrictions on candidate data and AI

6.1 Covered data shall be used only for the described service. Talent Square shall not sell it, share it for cross-context behavioural advertising, disclose it to unrelated customers, train shared AI models with it, or use it for independent product development. These restrictions extend to downstream providers. Job-page measurement under Part A section 5.5 is separate and governed by that section.

6.2 Any statistical use outside the instructed service requires effective anonymisation so that an individual is not identifiable by means reasonably likely to be used. The parties shall not treat removal of a name alone as anonymisation.

6.3 The authorised comparison evaluates permitted professional information against stated job requirements and provides advisory results. It does not itself authorise audio or video collection, recording, transcription or assessment. Those operations require the relevant Annex G module and safeguards. Emotion inference, biometric identification and sensitive-trait inference are excluded from this agreement and cannot be activated through an ordinary feature switch. Sensitive attributes and unlawful proxies must not be used as assessment criteria.

6.4 The Customer shall not permit solely automated material employment decisions under the ordinary service workflow. Talent Square shall support correction, explanation of criteria and meaningful human review. Any materially different use requires a new legal and technical assessment before deployment.

6.5 On identifying data outside the agreed scope, T2 shall without undue delay restrict unnecessary further access, comparison and forwarding and notify the authorised Customer contact with no unnecessary reproduction of the content. The Customer shall promptly determine a lawful and proportionate correction, replacement, return or deletion, subject to documented retention obligations. T2 shall assist with affected extracts, scores, caches, logs and supplier copies, assess any breach under section 4, and record the action without creating another content archive. Removal of irrelevant sensitive information must not itself disadvantage the candidate. No automatic detection of every excluded detail is warranted.

6.6 The agreed security measures shall include appropriate input isolation, output validation and access separation for AI processing. A document's embedded instructions are not processing instructions from the Customer. T2 shall maintain a reviewable record of authorised criteria, relevant source evidence, model or configuration version and material corrections within the approved retention period. Necessary identity-linked content in monitoring requires a documented purpose, minimisation, disclosed suppliers and bounded deletion; ordinary diagnostic logs must not become a second CV database.

7 Assistance with rights and assessments

7.1 Talent Square shall forward a candidate request concerning Customer-controlled data to the Customer without undue delay. It shall not require a candidate to contact each subprocessor. It may acknowledge receipt and explain the processing chain.

7.2 The Customer gives the following documented standing instruction at acceptance: execute a verified erasure request within its scope where the request and configured lawful retention schedule establish eligibility and no applicable statutory recordkeeping duty, documented legal hold or other valid erasure exception requires retention. At minimum this covers expired recruitment records and optional talent-pool data following withdrawal of the relevant consent where there is no other lawful retention ground. This authority is granted now and does not arise from silence. Talent Square shall notify the Customer of the intended action and apply the retention and exception checks in Annex D.

7.2a The Customer must keep legal holds and retention requirements current and respond to a routed request within five business days with a decision or a concrete issue requiring assessment. Silence does not create a legal hold or a new retention basis. Where the existing standing instruction clearly applies, Talent Square proceeds under it. Where eligibility or authority is uncertain, it escalates to the Customer's privacy contact, restricts unnecessary scoring and sharing, and obtains a lawful instruction or other lawful resolution. It does not invent consent, destroy records subject to a valid hold, or wait indefinitely without a deadline and named owner.

7.2b The Customer remains responsible for a timely substantive response for data it controls, including lawful extensions and reasons for refusal. Talent Square supplies the information needed and responds for any separately controlled data. A request received through Talent Square must not be treated as received only when an internal handoff finishes. The parties agree escalation and lawful interim steps before the applicable deadline; a pending supplier task is not grounds to falsely confirm completion.

7.3 Talent Square shall assist with access, correction, restriction, portability, objections and erasure, covering inputs and derived information. It shall propagate valid instructions with the original receipt date and response deadline. Completion evidence must distinguish active deletion, backup expiry, lawful archives and independent external copies.

7.4 Talent Square shall assist the Customer with security, breach obligations, impact assessments and prior consultation to the extent relevant to the service and information available. Assistance must not be withheld merely because a rights request arrives during suspension or after account termination.

7.5 Request procedures shall accommodate applicants without an account, loss of the original email and properly authorised representatives. Additional identity information may be sought only proportionately; no routine full identity-document requirement applies. Assistance with access includes relevant personal data in assessments and reviewer notes, subject to the applicable right and a reasoned protection of others' rights. Trade-secret or confidentiality labels do not automatically justify withholding an entire response. Corrections shall be propagated to affected active outputs and applicable recipients; each Customer branch remains separately scoped.

8 Email forwarding and recipient copies

8.1 An authorised send action is a Customer instruction to disclose the selected information to the verified recipient for the recorded purpose. The Customer must establish whether the recipient is an authorised person, processor, independent controller or joint controller and put required arrangements in place.

8.2 Talent Square shall secure the sending function, limit routine log content, retain a traceable transfer record and assist with applicable recipient notifications. The Customer must ensure the recipient is authorised and must control subsequent use in its organisation and through its processors.

8.3 Delivered attachments are not remotely retractable. Talent Square shall not promise deletion of independent recipient systems. Where law requires communication of correction, restriction or erasure, Talent Square shall assist the Customer in communicating it to known recipients, subject to the applicable impossibility or disproportionate-effort exception. Any reliance on an exception must be documented.

8.4 A delivery confirmation is not evidence of deletion. An unresponsive recipient must be recorded as unresolved, escalated and accurately described in the response to the requester. A recipient's legal duty to retain specific records must be assessed rather than disregarded.

9 Deletion, return and retention

9.1 At the Customer's choice, Talent Square shall return or delete covered data at the end of the service and delete existing copies unless retention is required by applicable law. For GDPR processing, the statutory exception in Article 28(3)(g) refers to Union or Member State law; any third-country requirement must be separately assessed consistently with section 2.2 and transfer obligations. The standard export window is 30 days unless earlier erasure is instructed. After it expires, deletion is the Customer's standing instruction. Any necessary lawful retention is isolated, restricted and deleted when its basis ends.

9.2 Retention follows Annex D and any validly accepted lawful variation. It applies to source CVs, extracted text, scores, candidate cards, indexes, caches and provider records. No ordinary use, rescoring or cross-customer reuse is allowed after expiry or during a restricted archive.

9.3 Legal holds must identify the authority or claim, relevant records, owner, access restrictions and review date. An applicable foreign obligation must be assessed under GDPR rather than automatically treated as an Article 6(1)(c) basis. Records not necessary for the hold must follow ordinary deletion.

9.4 Backups must expire through a documented bounded cycle. Deleted records must not return to ordinary use after restoration. Talent Square shall maintain the minimum deletion evidence necessary to reapply restrictions before restored systems become accessible.

9.5 Upon request, Talent Square shall provide a deletion or return confirmation stating the scope, completion date, provider status and any lawful residual retention. It shall not label a provider deletion request as completed without reliable confirmation.

9.6 Expiry, restriction or deletion must also govern queued comparison jobs, delayed callbacks, retries and repeat imports. T2 shall use the minimum necessary control records to prevent an old copy or late output from restoring an erased record to ordinary use. A genuinely new lawful application is assessed separately; deletion is not a permanent ban on a person reapplying. The Customer must identify any specific legal hold, and neither party may use a generic sector label to justify indefinite active retention.

10 International transfers

10.1 The parties shall identify exporter, importer, access locations and onward transfers in Annex E. EEA hosting does not remove transfer obligations arising from access from a third country.

10.2 Restricted transfers require a valid mechanism appropriate to the actual roles and processing. Where appropriate standard contractual clauses are used, the applicable current text, module, options and annexes must be completed without altering mandatory safeguards. The parties shall perform required transfer assessments and supplementary measures.

10.3 Reliance on an adequacy arrangement, including the EU-US Data Privacy Framework, is permitted only where the recipient's current status and the processing scope support it. This DPA is not, by itself, evidence of certification or an executed transfer mechanism.

11 Additional US service provider terms

11.1 Where applicable US law uses these concepts, covered information is disclosed for the limited business purposes in Annex A. Talent Square shall not sell or share it, retain, use or disclose it outside those purposes or the direct service relationship, or combine it with other customers' or independently obtained personal information except where expressly permitted by applicable law.

11.2 Talent Square shall provide the level of privacy protection required by applicable law, comply with relevant processor, service provider or contractor duties, and notify the Customer if it can no longer meet them. The Customer may take reasonable and appropriate steps to verify compliance and stop or remediate unauthorised use.

11.3 Talent Square shall assist with applicable consumer requests and assessments and bind further providers to the required restrictions. Where contractor certification is required, Talent Square certifies that it understands and will comply with the applicable restrictions in this DPA.

12 Accountability, audit and precedence

12.1 Talent Square makes information necessary to demonstrate compliance available and permits audits and inspections by the Customer or an independent auditor. A routine review starts with a security questionnaire and available evidence. If these do not reasonably satisfy the audit need, an inspection may follow, normally once in 12 months, during business hours and on 30 days' written notice. An auditor must be suitably qualified and subject to appropriate confidentiality.

12.2 The Customer normally pays its auditor; each party bears its ordinary internal cooperation costs. Exceptional additional assistance charges require advance agreement and cannot obstruct a mandatory audit right. Talent Square bears reasonable direct repeat-audit costs needed to verify correction of its established material breach. Shorter notice and additional audits are available for a breach, reasonable evidence of material non-compliance, mandatory law or a supervisory-authority requirement. Other customers' data remain protected. Confidentiality and cost arrangements cannot defeat statutory rights or regulatory access.

12.3 Mandatory law and applicable transfer clauses prevail over conflicting terms. Commercial limitations do not limit individuals' statutory rights or liability that cannot lawfully be limited. This DPA continues for as long as Talent Square retains covered data.

Annex A Processing details

Field	Agreed scope
Subject and duration	Recruitment service for the Customer during the service term and the documented retention or restricted archive period.
Purposes	Provide only the recruitment functions identified in the accepted Annex G modules; receive and present applications, enable authorised review and disclosure, secure the service and fulfil valid requests within that scope.

Field	Agreed scope
Operations	Collection, organisation, storage, controlled access, correction, return and deletion; extraction, advisory comparison, instructed forwarding and other operations only where included in an active module.
Individuals	Applicants, lawfully referred or imported candidates, necessary referees and authorised customer users to the extent processed for the Customer. Patient or care-home resident records are outside the agreed scope.
Data categories	Contacts, CV and application content, professional and education history, relevant answers, correspondence, scores, summaries, reviewer annotations and limited event metadata.
Sensitive data	Excluded from the ordinary workflow as specified in Part A section 2.6. Any extension requires Part B section 3.4 before use. Accidental receipt is handled under section 6.5 and does not remove either party's duties.
Customer contact	The Customer's legal name, address and administrative or privacy contact recorded in the accepted account or order. The Customer acts as controller unless it expressly identifies an authorised processor role and the relevant controller before use.
T2 contact	TalentSquare Inc., a Delaware corporation, with correspondence address at 2143 Lansing St SE, Grand Rapids, Michigan 49506, United States; support@jobstalentsquare.com

Annex B Security commitments

These are binding minimum security requirements for the contracted processing and form Annex II of the standard contractual clauses in Annex E. Talent Square maintains documentation of these controls and makes a summary available on request under the audit procedure in Part B section 12. A control requirement is not a certification.

Access and identity. Unique accounts, least-privilege roles, MFA for privileged production access, controlled service credentials and prompt revocation of sessions, tokens and invitations on authorised removal. Access reviews and exceptional support access are documented.

Encryption and secrets. Encrypt covered records in transit and at rest; restrict and rotate keys and secrets with separation from application content.

Isolation and development. Enforce tenant separation at application and storage layers; review code and dependencies; separate production from test data; validate file uploads and untrusted AI inputs. Document vulnerability severity, remediation ownership and exceptions; promptly contain an exploitable material risk.

Logging and tracking. Record administrative access, exports, forwarding and security events with tamper protection and limited access. Exclude CV content and form answers from routine logs and replay. Maintain consent enforcement for browser and server events and apply Annex D deletion to identifiers and derived outputs.

Resilience and recovery. Maintain protected backups, test restoration regularly, and reapply deletions before restored records become accessible. Document backup expiry and recovery responsibilities. Numerical recovery guarantees require an express order.

Response and assurance. Maintain incident triage and escalation, staff confidentiality and relevant training, supplier reviews, rights-request tracking and verifiable deletion. Provide a summary of relevant evidence under the audit procedure. Correct material gaps and restrict the affected processing until adequate protection is restored.

Control ownership and review. Talent Square assigns security responsibility, reviews privileged access and the security programme regularly and after material incidents or changes. A control failure requires prompt correction or restriction of the affected processing. No ISO certification, SOC report, uptime percentage, numerical RPO or RTO is warranted unless expressly agreed in a separately signed agreement.

Annex C Subprocessor register

Provider	Purpose	Location and scope
Amazon Web Services	Core hosting, database, object storage, delivery and operational logs	Core hosting in Stockholm, Sweden; global content delivery and authorised support access. Candidate files require access-controlled delivery. Contracting entity: Amazon Web Services, Inc.
Amazon Simple Email Service	Transactional messages and authorised candidate PDF and CV delivery	Amazon Web Services, Inc.; email processing may take place in the United States and is covered by Annex E.
FreshMint ai OÜ trading as JobMojito	Advisory CV comparison, document extraction and related outputs	Estonia; EU infrastructure and any separately disclosed US onward processing. Receives the CV file, name, email address, LinkedIn profile and country. Its onward processors are described below this table.
Sentry and PostHog where identifiable service events are received	Minimised error or usage information necessary for an authorised purpose	EU hosting for the configured services; no CV or application-answer content in ordinary telemetry; PostHog session recordings mask form entries. Contracting entities: Functional Software, Inc. (Sentry) and PostHog Inc. Sentry records a masked session replay only when an error occurs.

This register forms part of the agreement accepted by the Customer. Talent Square keeps a dated copy of each accepted version and supplies it on request. Changes follow Part B section 5 and require direct advance notice; a website edit alone does not change the accepted register.

The identified comparison supplier is FreshMint ai OÜ trading as JobMojito, registry code 16904979, Sepapaja tn 6, 15551 Tallinn, Estonia. Its supplied DPA version 1.1 supports a subprocessor role where its customer is a processor. Talent Square remains responsible for contracting the actual processing chain. The supplier's platform-wide register includes document conversion, model inference, hosting and tracing; Talent Square confirms on request which of those services receives Talent Square data. The supplier's wider voice, biometric or interview offering is not enabled by this agreement.

JobMojito source disclosure. Its supplied platform-wide register dated 8 September 2026 identifies ConvertAPI UAB in Lithuania for document conversion; Supabase and AWS in Ireland for core infrastructure; Azure EU services; Vercel and Cloudflare with EU/US routes; and possible OpenAI, Anthropic, Groq and Cerebras inference routes in the US. It also lists optional voice, identity, communications and analytics services. This is supplier-disclosed context, not a statement that every listed service processes Talent Square CVs. Talent Square confirms on request which conversion, model, storage and tracing services are active for its data, with their full legal names.

Annex D Retention and deletion schedule

Unless a shorter lawful period or a separately disclosed job-specific schedule applies, active application records and identifiable comparison outputs are retained until recruitment closes and for up to 180 days afterwards. Active use ends no later than 12 months after the application unless the candidate is participating in a documented continuing recruitment process with a stated next review date. Jobs without recorded closure are reviewed periodically. Viewing a record, rescoring it or receiving a delayed result does not restart retention. The Customer may instruct an earlier lawful deletion. When a legally required US employment archive applies, the Customer must identify it before the default active period expires. For covered private employers the relevant

federal recruitment record duty is generally one year from record creation or the personnel action, whichever is later; covered educational institutions and state or local governments generally have a two-year duty. Other duties and pending claims can require longer retention. Only records actually covered by such a duty enter a restricted archive, with no reuse for hiring or advertising. Where GDPR also applies, the parties assess the basis and transfer consequences separately.

T2 shall remove eligible active copies without undue delay after a valid deletion instruction and in time to meet any statutory deadline. T2-controlled backup copies shall expire through T2's regular backup rotation. A comparison supplier may retain isolated disaster-recovery copies for a limited period under its own backup rotation; T2 shall disclose the applicable period on request. No residual copy may be used for recruitment, comparison, training or marketing. Deletion restrictions must be reapplied before any restored system becomes accessible. A valid request covers source files, extracted text, candidate cards, scores, prompts, queues, caches, traces and provider outputs. Supplier deletion requests are issued without undue delay and monitored through confirmation. T2 must meet the applicable request deadline even if a supplier has not replied, giving an accurate account of unresolved items.

Routine technical logs, access, security and candidate-forwarding audit records, and proportionate rights-request evidence are retained only for as long as necessary for their purpose. Logs must exclude full CVs and application answers. A specific incident or legal hold may require longer restricted retention of relevant evidence, with a recorded reason and periodic review. Minimal suppression or deletion-control records may remain only while needed to honour a choice or prevent restoration, subject to periodic necessity review. If the optional future-opportunities module is offered, its default period is 12 months from the candidate's separate opt-in, ending sooner on withdrawal unless specific lawful retention is necessary. This does not authorise a cross-customer talent pool. No record is kept merely because it may be useful.

Standing-instruction checklist: verify identity proportionately; identify affected Customer records and derived objects; establish scope and eligibility; check current legal holds and retention rules; record the instruction; restrict unnecessary processing; erase eligible active and supplier copies; apply deletion on restore; notify recipients where required; and record residual retention and its next review. The configured inactivity review must also catch jobs never marked closed. Merely viewing or rescored a profile does not renew its retention period.

For a request covering multiple Customers, Talent Square coordinates each relevant processing chain separately and does not disclose one Customer's recruitment activity to another. The Customer's processors must follow lawful erasure instructions. Independent controllers assess their own duties; absence of their confirmation alone does not prove Talent Square has breached this DPA. Talent Square must still fulfil its own lawful-disclosure, assistance and applicable notification obligations.

Annex E Transfer schedule

The transfer parties are the Customer as exporter and TalentSquare Inc. as importer, identified in the account registration and acceptance record. Annex A describes the data, individuals, purposes, frequency and duration, supplemented by the enabled Annex G modules. Annex B describes the applicable safeguards. Annex C identifies subprocessors, their locations and onward processing. Processing in Stockholm does not by itself remove the transfer arising from disclosure to a separate US recipient.

Where a transfer to Talent Square or its subprocessors is a restricted transfer under GDPR for which the standard contractual clauses in Commission Implementing Decision (EU) 2021/914 are an appropriate mechanism, the parties enter into those clauses, unmodified, with the elections below, effective on acceptance of this agreement. Where a different mechanism is required for a particular transfer, Talent Square shall put it in place before that transfer.

SCC elections

The official, unmodified text is Commission Implementing Decision (EU) 2021/914, Annex, available at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj. Only Module Two applies where the identified exporter is a controller and Talent Square a processor; only Module Three applies where the exporter is an authorised processor and Talent Square its subprocessor. The applicable module follows from the role the Customer records at registration. All other modules are excluded.

Clause 7 applies. Clause 9 uses Option 2 with 30 days' prior notice. The optional independent dispute-resolution paragraph in Clause 11(a) does not apply. Clause 17 uses Option 1 and Irish law; Clause 18(b) designates the courts of Ireland, without limiting data-subject rights under the clauses. For Clause 13 and Annex I.C, the competent supervisory authority is determined under Clause 13(a) by reference to the Customer.

Annex I.A comprises the parties' legal identities, contacts, roles and activities recorded at account registration, and their online acceptance. Annex I.B comprises Annex A, enabled modules, recipients, frequency and retention in Annexes C and D. Annex II comprises Annex B. Annex III comprises Annex C. Onward transfers require their own applicable protection.

Online acceptance of this agreement constitutes each party's signature of the clauses for the purposes of Annex I.A. Talent Square supplies the clause text and the completed annexes on request as a durable copy. Each party performs the transfer assessment required under Clause 14, and Talent Square provides the information reasonably needed for the Customer's assessment.

Annex F Commercial order schedule

This schedule applies to each purchase confirmed by the Customer at checkout or through an accepted quotation. A purchase identifies the service, price, currency, taxes, campaign budget and term. If a commercial matter is not specified, the following defaults apply.

The Customer is the organisation identified in its account. T2 supplies the expressly purchased campaign, application-management and comparison services. The Customer approves job content, targeting, budget and any stated delivery plan before launch. Additional services, extra seats and wider channels require a further order; account creation alone creates no payment commitment.

Charges are those displayed and accepted before purchase. Advertising expenditure is separately identified and requires Customer authorisation. Unless the accepted order expressly provides otherwise, fees and the authorised advertising budget are payable before the paid service starts. T2 shall not incur undisclosed third-party charges. If the Customer stops a campaign early, only the reconciled unused and uncommitted advertising balance is returned as ordinary account credit, not as a cash refund. Account credit expires after 12 months of account inactivity under section 3.7. No refund or account credit is provided for a residual advertising balance on normal scheduled campaign completion. These rules must be disclosed before purchase and are subject to section 3.7 and the specific remedies and mandatory rights preserved there. Campaign reconciliation and remedies otherwise follow sections 3.6 and 3.7.

Payment methods. Payment is made by card through the platform. The Customer may either top up prepaid account credit and use it for purchases, or pay by card for each campaign or service when ordering it, before it starts. Account credit can be used for any purchase available in the platform, except subscriptions, which are always paid by card. Account credit, whether topped up or arising under section 3.7, is not refundable or redeemable for cash, except under sections 3.6, 9.7 and 16.2, Part B section 5.2 or where mandatory law requires otherwise. It expires if the account has no paid purchase or campaign activity for 12 consecutive months; T2 notifies the Customer's administrative contact at least 30 days before expiry, stating the amount and expiry date. If the Customer closes its account, remaining credit is forfeited unless one of those exceptions applies.

Unless the accepted order expressly states a subscription term and renewal mechanism, the service is a one-off purchase with no automatic renewal. A subscription may be cancelled for its next renewal through support@jobstalentsquare.com at any time before that renewal is charged, unless an expressly accepted lawful notice period applies. Cancellation ends future renewal and does not refund properly delivered services. A change of plan requires disclosure and acceptance of the new price, proration and term before charging. T2 aims to acknowledge support requests within two business days and shall pay an agreed refund within 14 calendar days after determining the amount, normally through the original payment method. These support targets do not extend statutory deadlines.

The liability limits and governing law in Part A sections 10.2 and 12.1 apply unless expressly varied in a separately signed agreement. No purchase or separate agreement may remove mandatory remedies, individual rights or core DPA safeguards. T2 shall not rely on a fee dispute to obstruct a valid privacy request.

Annex G Processing modules and activation

This annex forms part of Part B. The safeguards in Part B apply to every enabled module. G1 applies to purchased application-management services. G2 applies only where the Customer expressly selects comparison for the account or vacancy and G3 only upon an authorised send action. G4 and G5 require separate activation. No module authorises processing before its legal and technical prerequisites are met. T2 retains the accepted version and supplies a copy to the Customer.

G1 Application administration

Purpose: receive, store and present applications for an identified vacancy and recruiting controller. People: applicants, authorised reviewers and necessary referees. Data: identity and contact details, CV, professional history, relevant answers, correspondence, review notes and outcomes. Operations: receive, store, display, correct, export and delete. Recipients: authorised recruitment users and the hosting, delivery and justified monitoring providers in Annex C. Apply the job-specific legal basis, notice, jurisdiction and retention schedule. This is the base module; it does not authorise a talent pool, upload of candidate lists to advertising audiences or automated rejection. Job page measurement is described in Part A section 5.5.

G2 Advisory document comparison

Activation is per account or vacancy in the account settings, which record the enabled scope. Inputs are the CV file, the candidate's name, email address, LinkedIn profile and country, the job requirements and any further application fields identified in those settings. Processing may extract text, compare documented professional facts and return evidence, a summary, a score from 0 to 10 and a suggested order in which to contact candidates. It does not return accept or reject recommendations. The result is informational and never a mandatory hiring instruction. JobMojito is the currently identified provider; replacements follow section 5. Human review must consider source evidence and corrections, and may disregard the result. The module does not verify credentials. Document the criteria, input fields, output behaviour, access, provider route, retention and applicable jurisdictional assessments. No hidden exclusion or automatic rejection is permitted. Protected attributes must not be supplied as inputs.

G3 Authorised candidate forwarding

Purpose: transmit selected candidate card and CV attachments to a recipient verified by an authorised Customer user. Keep a limited record of the transfer, such as candidate reference, recipient, time, user and delivery state. No full CV in routine logs. The Customer determines the lawful disclosure and recipient arrangement; T2 secures and executes the instruction. External delivery does not waive T2 duties or guarantee remote erasure. Part A section 6 and Part B section 8 govern recipient notifications, corrections and deletion follow-up.

G4 Recruitment communications and future voice functions

Status in this release: future functionality; disabled until a completed module record is accepted and controls verified. Ordinary transactional emails in G1 are unaffected. Select separately: human telephone call; AI-assisted or AI-generated call; recording; transcription; summary; factual interview assessment. Specify the caller and organisation, exact purpose, phone source, jurisdictions, provider chain, data, lawful basis, consent where required, calling times, caller identification, revocation and do-not-contact controls, access, retention, transfer safeguards and human alternative. Consent to receive an AI call does not by itself authorise recording, marketing or assessment. Where consent is required it must be obtained before the relevant operation; refusal must not silently trigger recording or disadvantage a person who is entitled to an alternative. An AI agent identifies itself and the recruiting organisation at the start. Do not record or transmit audio before the applicable prerequisites are satisfied. Raw audio, transcripts, summaries and any scores have distinct deletion coverage. Emotion inference, voiceprints and biometric identification are excluded. Activating this module requires an updated candidate notice before use; a changed purpose may also require new agreement or consent.

G5 Optional future opportunities

Disabled unless actually offered and separately selected by the candidate under a lawful process. Specify the organisation, job types, data, period and trigger, withdrawal route and permitted contacts. No cross-customer talent pool. Do not carry over marketing consent or restart retention through passive activity. The current application proceeds without this option. This module cannot override a valid deletion request or a jurisdictional restriction.

G6 Future module record

For another feature, record: module identifier, version and effective date; Customer and controller; purpose; data subjects and exact input and generated data; operations; lawful basis and any additional condition; source and notice; provider legal entities and routes; international-transfer instruments; active, log and backup retention; security; decision effect and human safeguards; rights and incident contacts; required local assessment; authorised acceptance; and the candidate information or consent version. T2 must prevent activation if mandatory fields or legal prerequisites are missing. A feature outside the agreement's permitted baseline requires a prior amendment rather than relabelling it as a module.

Recruitment records, answers, CVs and scores are never sent to advertising providers. Job page measurement under Part A section 5.5 is limited to the identifiers listed there and requires the candidate's consent.

Part C Public privacy information

The Website and Business Privacy Notice covers business administration, contacts, billing and website information. The Cookie and Tracking Notice explains website choices. The Candidate Application Rules and Privacy Notice and the employer's job-specific information explain recruitment processing. They are available through the relevant interface or support@jobstalentsquare.com without an account. Optional marketing and tracking choices are separate from contract acceptance.