

Recommenders Terms and Condition

Summary:

The terms below govern the relation between C2C Talent Network Ltd and Recommenders - professionals invited to recommend candidates for potential job opportunities available via www.C2Ctalent.com. The Terms contain rights and obligations and explain most possible issues related to any process of recruitment. Any person using C2Ctalent.com as the Recommender confirms that he or she has read, understood and accepted those terms regarding his or her rights and obligations.

1. **Application of these Terms and Conditions**

- 1.1. These Terms and Conditions (**Terms**) contain the terms on which you may use our services, which are accessible via our website, www.c2ctalent.com (**Website**).
- 1.2. These Terms should apply to individuals wishing to recommend any individual for roles on the C2Ctalent.com website (**Recommender**). References to “you” “your” or other similar terms are construed accordingly.
- 1.3. The terms "we", "us", or other similar terms when used in these Terms mean C2C Talent Network Ltd a company incorporated in England, registered company number 12040697 (**Company**) whose registered address is 23 Byfeld Gardens, London, United Kingdom, SW13 9HP.
- 1.4. Any Recommender hereby accepts these Terms in force at the time of your visit to the Website, and agrees to obey and respect those Terms. These Terms may be varied occasionally, and your use of this Website is subject to the current Terms as of the date of your use of the website. Please check these Terms regularly to ensure you agree to them. If you do not agree to them, please do not use the Website.

2. **Our Services**

- 2.1. C2Ctalent.com is a digital platform (**Platform**) matching talents recommended by experts (Recommenders). Certain organisations seeking suitable Individuals for roles (**Organisations**) may post, and Recommender may recommend Candidate for roles using the Platform.

- 2.2. You expressly agree that we are not party to any potential contract actually entered into between Organisation and Candidate.
- 2.3. C2Ctalent operates as a digital platform only and not as an employment agency or business.

3. Terms of a recommendation

3.1. Recommender confirms that:

- I) she or he is at least 18 years old;
- II) she or he personally knows Candidate and values their knowledge and skills;
- III) he or she has obtained their express permission or consent to share their details with the Company, (including any personal information) so that we may contact them regarding our services;
- IV) her or his recommendation is always subject to Candidate approval;
- V) her or his recommendation is directed at only one job opportunity but there is a possibility of it being forwarded to any other suitable job opportunity subject to C2Ctalent's discretion;
- VI) it's subject to C2C whether such recommended person will be introduced to the Organisations or not.
- VII) her or his recommendation is always subject to C2Ctalent's verification.

4. Compensation

4.1.In case of every recommendation, a compensation of 20% of fees paid by Organisations to C2Ctalent, in a particular recruitment scheme , in case of a successful recruitment process, becomes payable if:

4.1.1.Candidate will be hired and will not be dismissed or leave the Organisation within 3 months beginning on the first day of valid contract of employment between Organisation and Candidate

4.1.2.Candidate was not recommended to C2Ctalent earlier; and

4.1.3.none of the Terms will be breached.

4.2.Any above mentioned compensation will be paid within 30 days from the moment point 4.1.1 is successfully completed and subject to providing accurate details enabling the payment of the Compensation to the Recommender.

4.3.Some roles posted at Website will be performed by us on a no fee basis. It will be clearly presented on our website and there would be no compensation for recommending candidates to such roles. However if these candidates are not hired by the organisations to which they were originally recommended and are later hired by other organizations that will pay C2C any remuneration, such remuneration would be shared with

the person who originally recommended the Candidate based on the mechanism outlined above.

5. **Removal of content**

5.1. We reserve the right to reject, remove or edit any content on the Platform, which in our reasonable discretion:

5.1.1. are contrary to local, national or international laws including but not limited to laws relating to employment, equal employment opportunity and employment eligibility requirements, data protection/privacy, data access and use and intellectual property;

5.1.2. are found to be a misrepresentation relating to the Candidate's credentials;

5.1.3. are contrary to our best interests; or

5.1.4. we believe, in our discretion, should be removed for any other reason.

5.2. It is possible for you to remove any content related to you at any time upon request.

6. **Your use of Information**

6.1. Any and all Information which Recommender provides when completing their profile will only be used to promote their profiles amongst Organisations and all of them are subject to Recommender's express approval.

6.2. You acknowledge and agree that we have no control whatsoever over the truth, accuracy, quality, safety or legality of the information Organisations provide in relation to available roles (**Role Information**).

6.3. When you use our Platform you agree that:

6.3.1. you have all necessary rights to the Information you provide to us including that the details you provide are true, accurate, complete and up to date and that we can provide this Information to Organisations and other third parties as contemplated by these Terms;

6.3.2. the Information you provide shall not:

6.3.2.1. be false, inaccurate, misleading or fraudulent;

6.3.2.2. infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;

6.3.2.3. be in breach of any applicable law or regulation (including, but not limited to, those governing consumer protection, unfair competition, anti-discrimination, data protection/privacy or false advertising);

- 6.3.2.4.be defamatory, libellous, unlawfully threatening or unlawfully harassing;
- 6.3.2.5.contain any viruses, trojan horses, worms, time bombs, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; or
- 6.3.2.6.link directly or indirectly to, or include descriptions of services that are prohibited under these Terms;
- 6.3.3. you will not:
 - 6.3.3.1.communicate or otherwise make available any Role Information to any third party without C2Ctalent's approval;
 - 6.3.3.2.use the Role Information for any purpose other than recommending Candidate for a role on the Platform; and/or
 - 6.3.3.3.include any details (including without limitation, name, address, email address, website address, telephone or fax number) by which you may be identified so as to circumvent or attempt to circumvent the Platform.

7. Organisation's right to use third party agents

A Recommender acknowledges and agree that Organisations may use third party agents for the purposes of undertaking their recruitment processes including but not limited to the undertaking of security and credit checks. By providing Information, Recommender hereby confirm sthat they are aware that Organisations may pass Information to appropriate agents for legitimate purposes related to recruitment process subject always to Candidate express approval.

8. Data Protection

For us, your privacy is of the utmost importance and by agreeing to these Terms you acknowledge that you have read and understood our Privacy Policy and that you will abide by, and agree with, its terms.

9. Fees & Payment

Recommender is not subject to any fees and charges.

10. Third Parties

Some roles shall be posted by third party executive search organisations who have been given approval by JPGH & Associated Ltd to do so. By recommending Candidate for a role, you hereby confirm that you are aware that their application and CV can be forwarded to that third party organisation subject to Candidate's express approval.

11. Disputes

- 11.1. You expressly agree that in the event of any dispute between you and any other user of our Platform, in the first instance you will attempt to resolve the dispute directly with the other user acting in good faith at all times. In the event that you are unable to resolve the dispute we will act as mediator and you agree to be bound by our decision.
- 11.2. You agree that if we are unable to resolve a dispute in accordance with the provisions of clause 12.1 you will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR, and JPGH & Associates Ltd shall not be liable for any costs incurred arising from any dispute between users.

12. Our Right to vary these Terms of Use

- 12.1. We have the right to revise and amend these Terms from time to time to reflect changes in our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities. If we decide to change these Terms, we will post those changes on our website.
- 12.2. Please keep a copy of these Terms for future reference.

13. No Warranty

- 13.1. We make no warranty in respect of the Platform or the Role Information whatsoever except as expressly contained in this section of these Terms. We will use all reasonable skill and care (in accordance with industry standards of good practice for comparable industries) to:

- 13.1.1. investigate any alleged breach of these Terms and take appropriate action at our sole discretion; and
- 13.1.2. process all Personal Data we collect in accordance with our obligations under the Data Protection Act 1998 (DPA) and (from 25 May 2018), the General Data Protection Regulation 2016/679 (GDPR).
- 13.2. We (and our parent, subsidiaries, affiliates, officers, directors, agents and employees) do not guarantee continuous, uninterrupted or secure access to the Platform, and you acknowledge and agree that operation of the Platform may be interfered with by numerous factors outside of our control. The Platform is provided "as is" and as and when available, and to the extent permissible by law except as expressly stated otherwise in these Terms we exclude all implied warranties, conditions or other terms, whether implied by statute or otherwise, including without limitation any terms as to skill and care or timeliness of performance.
- 13.3. We do not control the Role Information that is made available in the Platform. You may find the Role Information to be harmful, inaccurate or deceptive. Your use of the Role Information and the Platform is at your sole risk.

14. Liability

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

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

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

15. Remedies

Without limiting other remedies, we may immediately remove recommended Candidate from the pool of Candidates and you from the pool of Recommenders if:

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

16. Assignment

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

17. No Partnership

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

18. Links to other websites, intellectual property rights

- 18.1. Our website may include links to external websites operated by Individuals, Organisations or other third parties. We cannot guarantee the content or privacy practices of any external websites and do not accept responsibility for those websites.

- 18.2. The contents of our website, its design, all material available on it, any database rights and all other intellectual property rights

in our website belong to JPGH & Associates Ltd. We permit you to copy, download, reproduce and/or electronically save part or parts of the contents of our website solely for personal use. Any other use of the contents of our website is strictly prohibited. Any trademarks on our website are the property of JPGH & Associates Ltd or trademarks of their respective proprietors.

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

19. Law & Jurisdiction

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

20. Contact us

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