

Terms of Use

Trust in Talent AG

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1 Introduction

Our platform is available under the URL www.trustintalent.com (hereinafter referred to as the Platform). The Platform allows users to collect feedback on executed project work, to use this feedback to further develop their talents and skills, and to share received references on the executed project work. We also enable users to find other users with specific experiences and skills within their networks. The Platform gives companies an overview of the know-how available in the firm, let them identify the most suitable persons for a specific project as well as allowing them to recognize and continuously develop their employees' talents. In addition, companies will get an insight into the level of client satisfaction with the project execution.

1.1 Scope

This user agreement governs the access to and the use of the Platform provided by Trust in Talent.

You agree that by registering on the Platform, by giving or submitting feedback as well as by accessing our Platform and using our services, you enter into a legally binding agreement with Trust in Talent AG (hereinafter referred to as Trust in Talent). If you do not agree with this Terms of Use ("agreement" or "user agreement"), then please do not register, do not give feedback (or similar) and do not access our Platform and services in any way.

The use of our services is also subject to our privacy policy.

1.1.1 Services

This agreement applies to the use of the services offered through the Platform www.trustintalent.com. Registered users of our services are referred to as "members", non-registered users are referred to as "visitors". This agreement applies to both.

1.1.2 Trust in Talent

You hereby enter into this agreement with Trust in Talent (hereinafter also referred to as "we" or "us").

1.2 Members and Visitors

When you register or give feedback through our Platform for the first time, you become a member of Trust in Talent. Unregistered users can access some features as visitors. Users for purposes of this agreement are both members and visitors.

1.3 Amendments

This agreement and our privacy policy are subject to change from time to time. In case of material amendments, we shall inform you via the email address you provided in your profile, so that you have the opportunity to review the amendments before they become effective. If you do not agree with the amendments, you may close your account. Your continued use of our services after we have published or informed you about the amendments expresses your agreement with the updated terms.

2 Obligations

2.1 Access to Services

By using our services as a member or visitor, you confirm the following:

1. You are older than or have reached the "minimum age" required to use our services (as set out below). The "minimum age" is 16 years. However, if the law requires you to be older for Trust in Talent to provide you lawfully with the services (including the use of your data) without parental consent, then the "minimum age" is the older age.
2. You will comply with the applicable laws and the DOs and DON'Ts (defining what you shall do and what you are not permitted to do on the Trust in Talent Platform, see chapter 8 below). You are responsible for all your actions taken on the Platform.
3. You have not already been excluded from using the services of Trust in Talent.

2.2 Your Membership

Members are profile owners. You hereby agree with the following:

1. You only have one account on our Platform, which you will create using your real name.
2. You choose a strong and secure password.
3. You keep your password confidential and do not disclose it to any third parties.
4. You do not transfer any part of your account to others.

With regards relationships between you and any other parties (including your employer) it is you who ones your profile.

2.3 Content and Information

Users are responsible for the content and information they provide and share through our services. You hereby agree with the following:

1. You only provide content and information via our services which you are permitted to provide. When doing so, you comply with applicable laws, non-disclosure or other provisions (e.g. defined by your employer) and you do not disclose any information that is confidential or not intended for publication when using our services.
2. You only provide content and information that does not violate the rights (including intellectual property rights) of others.
3. You ensure that the content and information you provide through our services (including information on your profile, project and work descriptions) are true and accurate.
4. You provide fair feedback that adequately takes into account the relevant circumstances (see also sChapter 8 below).
5. You do not share any content and information which was obtained through our Platform outside the Platform without the explicit consent of the authorized person.

2.4 Fee Based Services

Certain services (share profile, use your network, manage talents) can only be used if you join a fee based user network and are accepted into the network by the relevant network owner (e.g. your employer). The cost of using these fee based services are borne by the network owner. If the network is terminated or you are excluded from the network (e.g. when changing employers), you will not be able to use these fee based services until you join a new user network.

Neither a network owner nor Trust in Talent is under any obligation to allow you the use of these fee based services. You are free to withdraw from a network and to forego the use of fee based services at any time.

With regard to the fee based services, you agree with the following:

You inform the network owner within a reasonable period of time of any significant changes that may affect the use of the fee based services (e.g. termination of an employment contract, change of position within the company of the current network owner, etc.). If you do not know the network owner, you notify Trust in Talent.

2.5 Service-related Communications

We will use the contact details you provide us in your profile (e.g. email address, telephone number) to communicate with you, in particular in case of amendments to the terms of use or the privacy policy. If the contact information you provide is not up to date, you may not receive important messages and information. You are obliged to keep your contact information up to date. The communication shall be regarded as delivered when sent to the contact details you provided.

2.6 Sharing of data

Our services allow you to share content and information, for example about yourself, your education, work experience and feedback you received in the past. You can use your profile and entries to determine which content and information is shared with whom. For more information please refer to our privacy policy.

You hereby agree that you are responsible for sharing content and information through your profile settings and entries. You are aware that recipients may, to the extent permitted by applicable laws, use and further distribute the content you have shared. Trust in Talent is not liable for further use and distribution of content you shared.

We are under no obligation to publicize any information or content on our Platform and may remove information and content at our sole discretion with or without prior notice.

3 Rights and Restrictions

3.1 Use of the Trust in Talent Platform

You ensure that you have the exclusive right in the use of the data you publish or that you are entitled to use this data and that you do not violate any third-party intellectual property rights, copyrights, non-disclosure obligations or other regulations.

You hereby grant Trust in Talent and our partner companies the non-exclusive, worldwide, transferable and sublicensable right to use, copy, modify, distribute, publish and process information and content provided through our services without your further consent, any formal notice and/or compensation to you or any third party. You may limit or terminate this right for certain content in accordance with our privacy policy. You are aware that other users may have copied, shared or stored content you shared through our services.

We will not publish your content in advertisements for third-party products and services that are aimed at other persons without your separate consent.

We will obtain your consent prior to giving third parties the right to publish your content outside our service. However, other members and/or visitors may access and share your content and information in accordance with your profile settings and entries.

By submitting suggestions or other feedback regarding our services to Trust in Talent, you agree that Trust in Talent may use and share this feedback for any purpose (but it is not under any obligation to do so) without paying any compensation to you.

Trust in Talent may be required by law to remove certain information or content in certain countries.

3.2 Availability of Services

We reserve the right to change, suspend or terminate any part of our services. To the extent permitted by law, these changes will become effective as soon as we have notified you (see Chapter 2.5 above). We are under no obligation to store or continue displaying information and/or content published by you.

Trust in Talent is not a storage service. You hereby agree that we are under no obligation to store, retain or provide you with a copy of any content or information that you or any other person may provide, unless required to do so by applicable laws.

3.3 Content

By using the services, you may be exposed to content or information that could be false, incomplete, outdated, misleading, unlawful, abusive, or otherwise harmful. We do not check the content and information provided by our users or third parties. You hereby agree that we are not responsible for the content or information from third parties (including other users).

3.4 Restrictions

Trust in Talent reserves the right to restrict your use of the services. Trust in Talent also reserves the right to restrict, suspend or terminate your account if we believe that you are in breach of this agreement or applicable laws or are misusing the services (for example, if you are in breach of the "Dos and don'ts" defined in Chapter 8).

3.5 Intellectual Property Rights

Trust in Talent retains all intellectual property rights in relation to the services. Through the use of the services you do not obtain any intellectual property rights in relation to our services or the content or information made available through our services. The trademarks and logos used in connection with the services are the trademarks of their respective owners. The Trust in Talent trademark and other Trust in Talent trademarks, service trademarks, graphics and logos used when providing our services are trademarks or registered trademarks of Trust in Talent.

4 Exclusion and Limitation of Liability

4.1 Exclusion of Warranty

To the extent allowed under law, Trust in Talent and its affiliates (and those Trust in Talent works with to provide the services) hereby disclaim all warranties and representations (for example, warranty of merchantability, fitness for a particular purpose, accuracy of data, and non-infringement).

Trust in Talent and its affiliates (and those with whom Trust in Talent works to provide the services) do not guarantee that the services will function without interruption or malfunction. The services are provided (including content and information) on an "as is" and "as available" basis.

4.2 Exclusion of Liability

Unless caused intentionally or through gross negligence (and where Trust in Talent has not entered into a separate written agreement to replace this agreement), Trust in Talent and its affiliates (and those that Trust in Talent works with to provide the services) shall not be liable to you or any other person for any indirect, incidental, consequential or punitive damages or the loss of any data, opportunity, reputation, revenue or profits related to the services (for example, offensive or insulting statements, downtime or loss or use of your information or content or changes to it).

In no event shall the aggregate liability of Trust in Talent and its affiliates (and those with whom that Trust in Talent works with to provide the services) exceed the amount totaling CHF 1000, whichever is lower.

This limitation of liability forms an integral part of the agreement between you and Trust in Talent and applies to all liability claims (whether based on warranty, tort, negligence, contract or law) even if Trust in Talent or its affiliates have been informed of the possibility of any such damage.

5 Termination

This agreement can be terminated by you or Trust in Talent at any time by giving notice to the other party. If a user deletes its profile, this shall be considered as a notice of termination. Upon termination, you lose the right to access or use the fee based services. The following shall continue to apply even after termination of the agreement:

1. We are entitled to use and provide content and information in accordance with our privacy policy.
2. Members and/or visitors have the right to share content and information that you have shared through the service with others.
3. Chapters 4, 6 and 7 of this agreement

6 Place of Jurisdiction and Governing Law

The courts at the location of the registered office of Trust in Talent have sole jurisdiction for any disputes arising from and relating to this agreement. This agreement is exclusively governed by the laws of Switzerland.

7 General Terms

If any provision of this agreement is or becomes invalid, the validity of the remaining provisions of this agreement will not be affected or impaired thereby. The invalid provision will be replaced by a provision that reflects as closely as possible the intended purpose.

To the extent permitted by law, the German version of this agreement is binding. Translations are offered for convenience only.

If we do not act to enforce a breach of this agreement, that does not mean that Trust in Talent has waived its right to enforce this agreement. You may not assign or transfer this agreement (or your membership or use of the services) to anyone without our consent. You hereby accept that Trust in Talent may assign or transfer this agreement to its affiliates or to a buyer of Trust in Talent without your consent. There are no other third-party beneficiaries to this agreement.

We reserve the right to change the terms of this agreement and we will notify you in case of doing so (see also chapter 2.5). If you disagree with the changes, you must stop using our services.

All notifications and notices to Trust in Talent shall be sent to the following address:

Trust in Talent AG, Nordstrasse 168, 8037 Zurich, Switzerland.

8 Dos and Don'ts

8.1 Dos

You agree with the following statements:

1. You comply with all applicable laws, including but not limited to data protection laws, intellectual property laws, anti-spam laws, legal and regulatory requirements, non-disclosure and other policies and guidelines of your employer.
2. You provide us with accurate information and ensure that it is up to date.
3. You use your real name in your profile
4. You use the services in a professional way

8.2 Don'ts

You agree that you will *not* do the following:

1. Act unlawfully, unprofessionally, dishonestly, abusively or discriminatory in connection with our services
2. Post false, defamatory, obscene, shocking or threatening content or hate speech or any other inappropriate content
3. Use a picture of someone else or a picture that is not a portrait as your profile picture
4. Create a fake identity on Trust in Talent
5. Wrongly state your identity (e.g. by a pseudonym) your current position or previous positions, qualifications, project experience, etc.
6. Create a member profile for someone other than a natural person
7. Use another person's account or attempt to use it
8. Harass or insult other users
9. Publish unwanted or unauthorized advertising and promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other materials not approved by Trust in Talent
10. Develop, support or use software, devices, scripts, robots, or other means or processes (including web crawlers, browser plug-ins, add-ons and other techniques or manual processes) to scrape the services or otherwise copy profiles and other data from the services
11. Bypass access restrictions of the services
12. Use, disclose, or distribute data obtained in violation of this policy
13. Disclose information for which you do not have permission (for example confidential information of others, including your employer's)
14. Violate the intellectual property rights of others, including copyright, patents, trademarks, trade secrets and other intellectual property rights
15. Infringe the intellectual property or other rights of Trust in Talent, including but not limited to
 - a) copying or distributing our educational videos or other materials or

- b) copying or distributing our technology that has not been released under an open source licence or
 - c) use the word "Trust in Talent" or our logos in a business name, email or URL
16. Publish something that contains software viruses, worms, or other harmful code
 17. Manipulate information to disguise its origin
 18. Reverse engineer, decompile, disassemble, decrypt or otherwise attempt to derive the source code of the services or any related technology that is not open source
 19. Without our explicit permission, create the impression that you are affiliated with Trust in Talent or recommended by Trust in Talent
 20. Rent, lease, loan, sell/resell the access to the services or related data
 21. Sell, sponsor or otherwise monetise the services without the permission of Trust in Talent
 22. Create deep links to our services without the permission of Trust in Talent for purposes other than promoting your profile or a group on our services
 23. Remove any reference to copyright, trademark, or other intellectual property notices included in our services
 24. Use bots or other automated methods to access the services, add or download information and send messages
 25. Monitor the availability, performance, and functionality of the services for competitive purposes
 26. Engage in "framing", "mirroring" or otherwise simulating the appearance or functionality of the services
 27. Overlay or otherwise modify the services or their appearance
 28. Use a service for tasks for which it is not intended
 29. Turn off the security features of the services
 30. Hinder or unreasonably strain the operation of the services (for example, through spam, denial of service attacks, viruses, game algorithms)

9 Content-related Complaints

We respect the intellectual property rights of others. Accordingly, this agreement requires that information published by users is accurate and does not violate the intellectual property or other rights of any third party.

If you have any complaints, please contact us:

Trust in Talent AG, Nordstrasse 168, 8037 Zurich, Switzerland.

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