

## Terms of use

Welcome to the Talent Solutions website. Throughout these terms, “Talent Solutions,” “we,” “us” and “our” refer to Talent Solutions and its affiliates along with their directors, officers, employees, agents, independent contractors and representatives. Your use of this Site is subject to the following terms and conditions (“Terms of Use”), which you affirmatively accept by using the Site. Please read these Terms of Use carefully and ensure that you understand them before you use the Site.

We reserve the right to modify the contents of the Site at any time, including the features, availability, or operation of the Site, these Terms of Use, and/or any policy or notice posted on the Site. You agree to monitor the Site for any changes and that the continued use of the Site following the posting of any changes signals your understanding of and agreement to such changes.

These terms exempt Talent Solutions and other persons from liability or limits their liability and contains other important provisions that you should read.

Each time you use the site, this agreement as it then reads will govern your use. Accordingly, when you use the site, you should check the date of these terms which appear at the top of this agreement and review any changes since the last version.

## ABILITY TO ACCEPT TERMS OF USE

Each time you use the Site, you signify your agreement, and the agreement of all persons you represent, without limitation or qualification, to be bound by these Terms of Use, and you represent and warrant that you have the legal authority to agree to and accept these Terms of Use on behalf of yourself and all persons you represent. If you do not agree with each provision of these Terms of Use, or you are not authorized to agree to and accept these Terms of Use, you may not use the Site. You also affirm that you are over the age of legal majority, can form legally binding agreements under applicable law, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to qualify under, abide by, and comply with these Terms of Use. Persons using the Website must comply with all applicable laws. Talent Solutions may in its discretion refuse permission to access and use the Site.

## ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

The information and features on the Site do not constitute binding offers of employment. Talent Solutions does not represent or warrant that job opportunities depicted or mentioned on the Site are currently available. Likewise, because content may be provided by Site users rather than by Talent Solutions, Talent Solutions cannot guarantee that the information and content presented is entirely accurate,

complete, timely, or authentic. Although Talent Solutions makes reasonable efforts to ensure that all information included on the Site is correct, accuracy and integrity cannot be guaranteed and Talent Solutions does not assume any responsibility or obligation for the accuracy, completeness, timeliness, or authenticity of information included on the Site. Talent Solutions is under no obligation to post, forward, transmit, distribute or otherwise provide any information and/or material available from the Site.

Regardless of any information presented on the Site, Talent Solutions reserves the right, without prior notice, to discontinue services, remove or alter content, or retract positions at any time without incurring any obligations. The Site should not be relied upon or used as the sole basis for making significant decisions without consulting primary or more accurate, complete or timely sources of information.

## OWNERSHIP AND PERMITTED USES OF THE WEBSITE

Copyright © 2023 Talent Solutions. All content included on the Site, such as text, design, graphics, logos, icons, images, audio clips, downloads, interfaces and code, and software, any intellectual property held by Talent Solutions and its parent company ManpowerGroup Inc. (ManpowerGroup), and the selection and arrangement of any of these, are the exclusive property of Talent Solutions, ManpowerGroup, Affiliates, its licensors and/or its content providers and is protected by copyright, registered trademark, and other applicable laws. The copying, downloading and/or printing of information and/or material included on the Site, other than as otherwise expressly permitted by Talent Solutions, is for User's personal and noncommercial use only and is conditioned on User's prohibition from modifying or deleting any copyright, registered trademark or other proprietary notice that appears on the information and/or material accessed, copied, downloaded or printed from the Site. Any other use of information and/or material contained on the Site, including, but not limited to, the modification, distribution, transmission, performance, broadcast, publication, licensing, reverse engineering, transfer or sale of, or the creation of derivative works from, any material, information, software, products or services obtained from the Site, is expressly prohibited. Talent Solutions retains full and complete title to the information and material provided on the Site, including all associated intellectual property rights. Talent Solutions neither warrants nor represents that use of information and/or material from the Site will not infringe rights of third parties not affiliated with ManpowerGroup.

Improper use of information provided on the Site and improper use of any hardware or software, including the intent to damage or interfere with the proper working of the Site or to surreptitiously intercept any system, data or personal information from the Site, is strictly prohibited. Users may not interrupt or attempt to interrupt the operation of the Site in any way and Talent Solutions reserves the right, in its sole discretion, to terminate access to or use of the Site at any time without notice. Termination of

access or use of the Site will not waive or affect any right or relief to which Talent Solutions may be entitled at law or in equity.

User hereby acknowledges responsibility for any information and/or material submitted via the Site, including the legality, reliability, appropriateness, originality and copyright of any such information and/or material. Content that:

is false, fraudulent, libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing on intellectual property rights, abusive, illegal or otherwise objectionable,

constitutes or encourages a criminal offense, violates the rights of any party or otherwise gives rise to liability or violations of any law, or

contains software viruses, political campaigning, chain letters, mass mailings, or any form of "spam" may not be uploaded to, distributed or otherwise published through the Site.

Users may not provide false e-mail address or other personally identifying information, or impersonate any person or entity, or otherwise mislead as to the origin of any content, their identity, or their education, background and job qualifications. Users may not upload commercial content onto the Site.

## SITE COMMUNICATIONS AND ORDERS

The Site is a portal and information conduit to other websites and business operated by ManpowerGroup and Talent Solutions's various affiliates ("Affiliates"). Affiliates may be independent from Talents Solutions and ManpowerGroup, their websites may have different or inconsistent terms of use or privacy notices, and their services may be provided under different terms and conditions. Your dealings with Affiliates and use of their websites are at your own risk, and you shall not make any claim against Talent Solutions or ManpowerGroup arising out of those matters. As between you and Talent Solutions, the provisions of this Agreement under the section headed Disclaimer, Limitation of Liability and Indemnification apply, with all necessary modifications, to your dealings with any Affiliates and use of their websites. If you use the Site to initiate communication regarding your staffing needs, the information you submit may be disclosed to and processed and responded to by ManpowerGroup, Talent Solutions and/or Affiliates by means of the Site, email or other communications. All communications you submit through the Website or e-mail must be true, accurate and complete. ManpowerGroup, Talent Solutions and Affiliates will rely upon the truth, accuracy and completeness of the communications you submit through the Website. If you submit any incorrect or incomplete communications, or if any communications are damaged or distorted during transmission to Talents Solutions, you and all persons you represent will be liable for any loss, damage or additional costs that you, ManpowerGroup, Talent Solutions and Affiliates, or other persons may incur as a result. You authorize Talent Solutions to-

accept communications that they receive from you by means of the Site or email as if those communications had been given directly by you in writing and signed by you; disclose your communications to ManpowerGroup and Affiliates, and any Talent Solutions workers by means of the Site, email or other communications; and respond to your communications by means of Internet communications, email or other communications.

Communications you send to Talent Solutions by means of the Site or email are not effective unless and until they are processed by the responsible Talent Solutions representative. Talent Solutions may refuse to process any communications sent to Talent Solutions by means of the Site or email, or may reverse the processing of any communications sent to Talent Solutions by means of the Site or email, at any time in Talent Solutions's discretion, and without any notice or liability to you or any other person, including, without limitation, if:

Talent Solutions cannot process the communications;  
the communications violate any provision in these Terms and Conditions or any other agreement that you or any other person may have with Talent Solutions, ManpowerGroup or Affiliates;

Talent Solutions considers that the communications conflict with any other instructions or agreements with you or any person you represent; or  
there is an operational failure or malfunction in connection with the transmission of the communications.

Communications that are submitted to a named Talent Solutions employee through the Website may be answered by other staff, rather than the named individuals personally.

Any information submitted to Talent Solutions, ManpowerGroup or Affiliates via this Website shall become and remain the property of Talent Solutions, ManpowerGroup and Affiliates. Talent Solutions, ManpowerGroup and Affiliates shall be free to use such information for any purpose and shall not be subject to any obligations of confidentiality regarding such information, except as required by law or as set forth in the privacy practices or policies applicable to the relationship. Users should be aware that information sent by e-mail may not be secure and may be intercepted by third parties. Please do not use e-mail to send Talent Solutions any confidential information or information which will need immediate attention.

## NO ADVICE

The Site is not intended to be a comprehensive or detailed statement concerning the matters addressed; investment, tax, banking, accounting, legal, or other professional or expert advice or recommendations; or an offer or recommendation to sell or buy any stock, bond or other financial instrument or any product or service. You should seek appropriate, qualified professional advice and recommendations before acting or omitting to act based upon any information provided on or through the Website.

## DISCLAIMERS

USE OF THE SITE IS AT USER'S SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE RESERVE THE RIGHT TO RESTRICT OR TERMINATE ACCESS TO THE SITE OR ANY FEATURE OR PART THEREOF AT ANY TIME. TALENT SOLUTIONS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO: IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES THAT MATERIALS ON THE SITE ARE NONINFRINGEMENT, AS WELL AS WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING; THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT THE SITE WILL BE SECURE; THAT THE SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE WILL BE VIRUS-FREE; OR THAT INFORMATION ON THE SITE WILL BE COMPLETE, ACCURATE, TIMELY, OR AUTHENTIC. IF ANY CONTENT IS DOWNLOADED FROM OR UPLOADED TO THE SITE, IT IS DONE AT USER'S SOLE RISK AND DISCRETION. EACH USER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO HIS/HER COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR UPLOAD OF ANY SUCH MATERIALS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM TALENT SOLUTIONS, MANPOWERGROUP OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY OF ANY KIND. TALENT SOLUTIONS AND MANPOWERGROUP DO NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE CONTENT ON THE SITE IN TERMS OF THEIR COMPLETENESS, CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY, AUTHENTICITY, OR OTHERWISE.

## LIMITATION OF LIABILITY

TALENT SOLUTIONS MAKES THE SITE AVAILABLE AT NO CHARGE AND, BY USE OF THE SITE, USER HEREBY ACKNOWLEDGES THAT ANY INFORMATION SENT OR RECEIVED DURING USE OF THE SITE MAY NOT BE SECURE AND MAY BE INTERCEPTED OR OBTAINED BY UNAUTHORIZED PARTIES. USER UNDERSTANDS AND ACKNOWLEDGES FULL RESPONSIBILITY FOR USE OF THE SITE AND THAT SUCH USE IS AT HIS/HER SOLE RISK AND DISCRETION; TALENT SOLUTIONS, MANPOWERGROUP OR AFFILIATES WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE SITE OR WITH THE DELAY OR INABILITY TO USE THE SITE, OR FOR ANY INFORMATION, PRODUCTS, OR SERVICES ADVERTISED IN OR OBTAINED THROUGH THE SITE, TALENT SOLUTIONS REMOVAL OR DELETION OF ANY MATERIALS SUBMITTED OR POSTED ON ITS SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF TALENT SOLUTIONS, MANPOWERGROUP OR ANY AFFILIATES OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THIS DISCLAIMER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE,

ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, ANY LOSS OF PROFITS, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OR USE OF ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS. USERS OF THE SITE SPECIFICALLY ACKNOWLEDGE AND AGREE THAT TALENT SOLUTIONS, MANPOWERGROUP, AFFILIATES OR SUPPLIERS SHALL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE, ILLEGAL, OR OTHERWISE INAPPROPRIATE OR OBJECTIONABLE CONDUCT OF ANY USER OF THE SITE. USERS OF THE SITE'S SOLE AND EXCLUSIVE REMEDY FOR ANY OF THE ABOVE CLAIMS OR ANY DISPUTE WITH MANPOWERGROUP IS TO IMMEDIATELY DISCONTINUE USE OF THE SITE. USERS OF THE SITE AND MANPOWERGROUP AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN SIX MONTHS (6) MONTHS AFTER THE CAUSE OF ACTION ACCRUES OR THE CAUSE OF ACTION IS PERMANENTLY BARRED. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, ALL OR A PORTION OF THE ABOVE LIMITATIONS MAY NOT APPLY.

## INDEMNIFICATION

Users of the Site agree to indemnify, defend and hold harmless Talent Solutions, ManpowerGroup and Affiliates, and all of their officers, directors, employees, contractors, agents, licensors, service providers, subcontractors and suppliers, from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from use of the Site and any violation of these Terms of Use. If technical disruption of the Site or the systems supporting the Site occurs due to your action or inaction, you agree to be responsible for any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from that disruption. Talent Solutions and ManpowerGroup reserve the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification and, in such case, users of the Site agree to cooperate with Talent Solutions and ManpowerGroup in defense of such matter.

## TRADEMARK INFORMATION

Talent Solutions, RIGHT.COM™, the Talent Solutions Logo and other services marks as displayed on the Site are registered and unregistered trademarks of Talent Solutions. Other product and company names and logos appearing on the Site may be registered or unregistered trade names, trademarks and service marks of their respective owners. Any use of the trade names, trademarks, service marks and logos (collectively "Marks") displayed on the Site is strictly prohibited. Nothing appearing on the Site or elsewhere shall be construed as granting, by implication,

estoppel, or otherwise, any license or right to use any Marks displayed on the Site without the owners prior written permission.

## PERSONAL INFORMATION / PRIVACY

Talent Solutions collects, uses and discloses information regarding your use of the Site and your personal information including name, address, contact information (phone/email), resume, work-related information (experience, skills, education) job and communication preferences in accordance with the Privacy Policy, which is available on the Site. Talent Solutions may change the Privacy Notice from time to time in its discretion without prior notice or liability to you or any other person. By using the Site, you consent to Talent Solutions's collection, use and disclosure of your personal information in accordance with the Privacy Notice as it then reads without any further notice or any liability to you or any other person.

## LINKS

The Site may include links to other websites or resources and businesses operated by Affiliates or other persons (collectively, "Other Sites"). Other Sites are independent from Talent Solutions, may have different or inconsistent privacy notices or terms of use, and Talent Solutions has no responsibility or liability for or control over Other Sites, their business, goods, services, or content. Links to Other Sites are provided solely for your convenience. Talent Solutions does not sponsor or endorse any Other Sites or their content or the goods or services available through those Other Sites. Your use of Other Sites and your dealings with the owners or operators of Other Sites is at your own risk, and you shall not make any claim against Talent Solutions arising out of your use of any Other Sites or your dealings with the owners or operators of any Other Sites.

## LINKING, FRAMING, MIRRORING, SCRAPING AND DATA-MINING THE WEBSITE

Links to the Website without the express written permission of TALENT SOLUTIONS are strictly prohibited. The framing, mirroring, scraping or data mining of the Website or any of its content in any form and by any method are strictly prohibited.

## JURISDICTION

This Site is controlled, operated and administered by Talent Solutions from its offices within the United States of America with its Parent Company, ManpowerGroup incorporated in the State of Wisconsin. The Site has been designed to comply with the laws of the United States. The laws of the State of Wisconsin govern these Terms of Use and use of the Site. If the Site is accessed from a location outside of the United States, it is done at User's sole risk and discretion with the understanding that

laws applicable in a foreign location may not be applicable to the Site. Enforcement and/or any action related to enforcement of these Terms of Use are governed by the jurisdiction of courts located in the State of Wisconsin.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration will be before a single arbitrator. The place of arbitration will be Milwaukee, Wisconsin, United States of America. Notwithstanding the foregoing, you or ManpowerGroup may seek injunctive relief from an appropriate court located in Milwaukee, Wisconsin prior to or during the arbitration.

## COMPLAINTS

Please send reports of any activity in violation of these Terms and Conditions to [data.privacy@manpowergroup.com](mailto:data.privacy@manpowergroup.com). Manpower will investigate incidents involving such violations and may involve and will cooperate with law enforcement officials if a criminal violation is suspected. Any such violation may result in criminal and civil liability.

## VIOLATION AND WAIVER

Should you violate these Terms and Conditions or any other rights of Talent Solutions; we reserve the right to pursue any and all legal and equitable remedies against you. If we should fail to enforce any right or provision in these Terms and Conditions, you agree that this failure does not constitute a waiver of such right or provision or of any other rights or provisions in these Terms and Conditions.

If a court should find that one or more rights or provisions set forth in these Terms and Conditions are invalid, you agree that the remainder of the Terms and Conditions shall be enforceable and that, to the extent permitted by law, the court shall give effect to the parties' intentions, as reflected in any such right or provision that has been declared invalid or unenforceable.

By using this website, you consent to the real-time collection, storage, use and sharing of information on your device or provided by you (such as mouse movements and clicks) by ManpowerGroup Inc. and/or its third-party providers.