



Privacy Policy and Terms and Conditions of Use

Welcome to the Talent Retriever LLC ("Talent Retriever") Web site. At Talent Retriever, we're committed to protecting your privacy. This policy describes what information we may collect from you and how we use that information. In addition, this policy also provides the rules that govern your use of our Web site.

These Terms and Conditions Govern Your Use Of Our Site

Your use of our Web site is subject to these terms and conditions. By using our Web site you agree to follow and be bound by these Terms and Conditions of Use and by our Privacy Policy (collectively, our "Terms and Conditions"). As used in these Terms and Conditions, the words "you" and "your" refer to any person accessing the Talent Retriever Web site. The words "we," "us," and "our" refer to Talent Retriever. We reserve the right to modify, alter, or otherwise update these Terms and Conditions at any time without notice to you. To view the most current version of our Terms and Conditions, please click on the "Terms of Use" hypertext located at the bottom of our Web pages.

Scope

These Terms and Conditions apply to information that we obtain from you through our Web site(s), offline, or through other means.

We Collect Some Personal Information

The information we receive depends upon what you do when you visit our site. In order to access some Talent Retriever services, you may be asked to sign in with an e-mail address and password, which we refer to as your credentials. We may also ask you to provide personal information, such as your e-mail address, name, home or work address or telephone number. We may also collect demographic information, such as your ZIP code, age, gender, preferences, interests and favorites.

We may also collect information about your visit, including the pages you view, the links you click and other actions taken in connection with Talent Retriever's Web site(s) and services. We also collect certain standard information that your browser sends to every website you visit, such as your IP address, browser type and language, access times and referring Web site addresses.

In order to offer you a more consistent and personalized experience in your interactions with Talent Retriever, information collected through one Talent Retriever service may be combined with information obtained through other Talent Retriever services. We may also supplement the information we collect with information obtained from other companies.

Use of Cookies

Talent Retriever's Web site(s) may use "cookies" to enable you to sign in to our services and to help personalize your online experience. A cookie is a small text file that is placed on your hard disk by a Web page server. Cookies contain information that can later be read by a web server in the domain that issued the cookie to you. Cookies cannot be used to run programs or deliver viruses to your computer.

Talent Retriever's Web site(s) may use cookies to store your preferences and other information on your computer in order to save you time by eliminating the need to



repeatedly enter the same information and to display your personalized content and appropriate advertising on your later visits to these sites.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to sign in or use other interactive features of Talent Retriever sites and services that depend on cookies.

Use of Web Beacons

Talent Retriever Web pages may contain electronic images known as Web beacons - sometimes called single-pixel gifs - that may be used to assist in delivering cookies on our sites and allow us to count users who have visited those pages and to deliver co-branded services. We may include Web beacons in promotional e-mail messages or our newsletters in order to determine whether messages have been opened and acted upon.

Talent Retriever may also employ Web beacons from third parties in order to help us compile aggregated statistics and determine the effectiveness of our promotional campaigns. Finally, we may work with other companies that advertise on Talent Retriever Web sites to place Web beacons on their sites in order to allow us to develop statistics on how often clicking on an advertisement on a Talent Retriever Web site results in a purchase or other action on the advertiser's site.

We Limit Our Use and Sharing of Your Personal Information

Talent Retriever collects and uses your personal information to operate and improve its sites and deliver the services or carry out the transactions you have requested. We may also use your personal information to communicate with you. For example, if you request to receive Talent Retriever newsletters and notices of events, and if you provide us with contact information (which may include personally identifiable information, such as an e-mail address, mailing address, or phone number), we will use that information to contact you regarding your request or to send you the information. If, at any time, you decide you no longer wish to receive such information, simply notify us to that effect (for contact information, see section below entitled "How To Contact Us").

Except as described in this statement, we will not disclose your personal information outside of Talent Retriever.

We occasionally hire other companies or contractors to provide limited services on our behalf, such as providing customer support, hosting websites, processing transactions, or performing statistical analysis of our services. Those companies will be permitted to obtain only the personal information they need to deliver the service. They are required to maintain the confidentiality of the information and are prohibited from using it for any other purpose.

We may access and/or disclose your personal information if we believe such action is necessary to: (a) comply with the law or legal process served on Talent Retriever; (b) protect and defend the rights or property of Talent Retriever (including the enforcement of our agreements); or (c) act in urgent circumstances to protect the personal safety of users of Talent Retriever services or members of the public.



In the event that Talent Retriever desires to assign or transfer your Personally Identifiable Information and its rights hereunder to a third party, you agree that Talent Retriever may do so, on the condition that such third party agree to abide by Talent Retriever's then-applicable Terms and Conditions and Privacy Policy. Talent Retriever, however, cannot and does not guarantee or warrant that such third party will in fact abide by Talent Retriever's applicable Terms and Conditions and/or Privacy Policy, and Talent Retriever expressly disclaims any such obligations.

Security Of The Personal Information We Collect

We have in place security control systems, including physical, technological, and/or administrative measures designed to prevent unauthorized disclosure of your personal information. Only authorized employees and contractors of Talent Retriever have access to your personal information. Each of our employees and contractors has agreed to maintain the confidentiality of any personal information they receive.

DUE TO THE NATURE OF THE INTERNET AND DEVELOPING TECHNOLOGIES, WE CANNOT, HOWEVER, PROVIDE ASSURANCES AS TO THE SECURITY OF YOUR INFORMATION, AND TALENT RETRIEVER EXPRESSLY DISCLAIMS ANY SUCH OBLIGATIONS.

Correcting Information; Opting Out

If at any time you would like us to update or correct your personal information, feel free to contact us using the contact information provided below in the "How To Contact Us" section below. We will update or correct your personal information to the extent your request does not compromise our privacy policies. In addition, if you request, we will use commercially reasonable efforts to remove your name and personal information from any database(s) we may maintain. Please understand, however, that it may be impossible to remove this information completely, due to backups and records of deletions. If you wish to remove your name from any database(s) we may maintain, please notify us in writing to this effect by using the contact information provided below in the "How To Contact Us" section.

Ownership Of Site Contents; Downloading

Unless otherwise noted, all text, images, illustrations, designs, icons, photographs, video clips, and other materials that are part of our site (collectively, the "Contents") are copyrighted works, trademarks, trade dress, or other intellectual properties owned, controlled, or licensed by Talent Retriever or used under principles of "fair use." The Contents of our site and the site as a whole are intended solely for your personal, noncommercial use. You may download or copy the Contents and other downloadable materials displayed on our site for such uses, provided that you do not remove any copyright or other proprietary notices contained on the materials. By allowing you to download these materials, we expressly do not transfer to you any right, title, or interest in the materials.

User Comments

All comments, feedback, postcards, suggestions, ideas, and other submissions disclosed, submitted, or offered to Talent Retriever through our Web site or otherwise (collectively, "Comments") shall be and remain the property of Talent Retriever. You agree that Talent Retriever may use or disclose Comments in any manner consistent with our Privacy Policy. Without limiting the preceding sentence, Talent Retriever shall be free to use, without restriction and without compensation to you, any ideas, concepts, know-how, suggestions,



or techniques contained in any Comments you send to us for any purpose whatsoever. Talent Retriever has no obligation to respond to any Comments, and we reserve the right, but undertake no duty, to review, edit, move, or delete any material posted by users on our site, in our sole discretion and without notice.

Content of User-Posted Information; Other Use of Site

You are prohibited from posting or transmitting any advertising "spam," unlawful, or other material we deem inappropriate for our site. Talent Retriever disclaims all responsibility or liability arising from the content of any user postings. You agree to refrain from undertaking any activity that imposes an unreasonable or disproportionate burden on our site. Talent Retriever reserves the sole and absolute discretion to deny, revoke, or otherwise restrict the access privileges of any user who at any time fails to comply with these Terms and Conditions.

Links To Other Web Sites

Our site contains links to other sites ("Third Party Sites"). We do not necessarily endorse, sanction, or verify any of these Third Party Sites or anything posted on these sites, and we provide these links merely for the convenience of our users. Once you access a Third Party Site through a link on our site, you are subject to the privacy policy and terms and conditions of use of the Third Party Site. We have no control and bear no responsibility for any action or policy associated with any Third Party Site. Concerns regarding a Third Party Site should be directed to the Third Party Site.

No Unlawful Or Prohibited Use

As a condition of your use of our Web site, you agree that you will not use our Web site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Web site in any manner that could damage, disable, overburden, or impair any Talent Retriever server, or the network(s) connected to any Talent Retriever server, or interfere with any other party's use and enjoyment of our Web site or services. You may not attempt to gain unauthorized access to our Web site, other accounts, computer systems, or networks connected to any Talent Retriever server, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available to you by Talent Retriever.

Indemnification

You agree to defend, indemnify and hold Talent Retriever harmless from and against any and all claims, damages, costs, and expenses, including attorney's fees, arising from or related to your failure to comply with these Terms and Conditions.

Legal Disclaimers

While we use reasonable efforts to include accurate and up-to-date information on our site, we make no warranties or representations as to its accuracy. Talent Retriever assumes no liability or responsibility for any errors or omissions in the content on our site. **THIS WEBSITE AND ALL CONTENT, MATERIALS, INFORMATION, PRODUCTS AND SERVICES ON THE WEBSITE, ARE PROVIDED ON AN "AS IS" AND ON "AS AVAILABLE" BASIS. TALENT RETRIEVER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TALENT RETRIEVER MAKES NO WARRANTY THAT (A) THE WEBSITE, INCLUDING ALL CONTENT, MATERIALS, INFORMATION,**



SOFTWARE, PRODUCTS AND SERVICES ON THE WEBSITE, WILL MEET YOUR REQUIREMENTS; (B) THE WEBSITE WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE AND ALL CONTENT, MATERIALS, INFORMATION, PRODUCTS AND SERVICES OFFERED THROUGH THE WEBSITE WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF THE PRODUCTS, SERVICES, INFORMATION, OR MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS.

BY USING OUR WEB SITE, YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF OUR SITE IS AT YOUR SOLE RISK, THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT YOU USE IN CONNECTION WITH YOUR USE OF OUR SITE, AND THAT TALENT RETRIEVER SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RELATED TO YOUR USE OF OUR SITE. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, NEITHER TALENT RETRIEVER NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING OUR SITE SHALL BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO OR USE OF OUR SITE.

If you obtain any content, materials, or information through your use of our Web site, you do so at your own discretion and risk. Talent Retriever and its suppliers shall have no responsibility for any damage to your computer system, loss of data, or any damages whatsoever of any kind under any theory or form that results from the download of any content, materials, or information. Talent Retriever and its suppliers reserve the right to make changes or updates to the site at any time without notice.

Complaints Over Perceived Infringement

Talent Retriever respects intellectual property rights, and will deny access to others who, in our discretion, repeatedly infringe the intellectual property rights of others. In addition, we will use efforts that are commercially reasonable in light of our resources to accommodate generally accepted technical measures used by copyright owners to identify and protect their copyrighted works. If you believe that materials posted on our site infringe rights you enjoy under copyright law in specific materials (collectively, a "Work"), we request that you follow the procedure described below to notify us of your concerns or objections. In turn, we agree to respond to your notice, as outlined below, and remove or disable access to material that you believe infringes your Work.

Copyright Notice

Copyright © 2006-2008 Talent Retriever LLC. All rights not expressly granted herein are reserved. TALENT RETRIEVER and our logo are service marks of Talent Retriever LLC.

How to Contact Us

If you have any questions about our Terms and Conditions or your dealings with our Web site, you may contact us:

by calling 781-425-5550;
by emailing cheryl.barbato@talentretriever.com
or by mail at 54 Mall Road, Burlington, MA 01803.



talentretriever[®]
delivering hire resultsSM