

Terms of Service Agreement

Welcome to Talent Navigation Experts, the website and online service of Talent Navigation Experts (“Site”). This page explains the terms by which you may use the Site and mobile services. By accessing or using the Service, you signify that you have read, understood, and agree to be bound by this Terms of Service Agreement (“Agreement”) and to the collection and use of your information as set forth in the Talent Navigation Experts Privacy Policy, which is incorporated herein by reference, whether or not you are a registered user of our Service. Talent Navigation Experts (“Talent Navigation Experts”, “we,” or “us”) reserves the right to make unilateral modifications to these terms and will provide notice of these changes as described below. This Agreement applies to all visitors, users, and others who access the Service (“Users”). Please note that any capitalized terms used but not defined herein may be defined in our Privacy Policy.

Use of Our Service

Talent Navigation Experts offers a service that matches top talent with clients that are growing their teams. During the process we know that taking phone calls is not always the best form of communication. We will use SMS messaging for personal communication.

Eligibility This is a contract between you and Talent Navigation Experts. You must agree to these terms before using the Service. If you do not agree, you may not use the SMS Service. You will still be able to work with Talent Navigation Experts, you will just not be able to receive SMS communication. Talent Navigation Experts, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations.

By providing Talent Navigation Experts your email address you consent to us using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service. If you do not want to receive such email messages, you may opt out or change your preferences by contacting your recruiter or emailing info@talentnavigation.com. Opting out may prevent you from receiving email messages regarding updates and important communication.

Text Messaging

Consent to receive Text Messages. The Service helps recruiters and account managers communicate with candidates and clients by text message.

Consent to Receive Messages. From time to time, a Talent Navigation Experts employee or may wish to send you a text message. By signing up for Talent Navigation Experts and providing your mobile number, you agree to receive such text messages.

You may incur additional charges from your wireless provider in connection with use of the Service. You agree that you are solely responsible for any such charges.

If you no longer wish to receive messages, you may opt-out at any time. Simply reply with STOP or follow the instructions provided in our messages. Once you opt out, we will no longer send you messages, and your data will no longer be used for messaging purposes”

Privacy

We care about the privacy of our Users. You understand that by using the Services you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our Privacy Policy, and to have your personally identifiable information collected, used, transferred to and processed in the United States.

Security

Talent Navigation Experts cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

No Warranty

THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TALENT NAVIGATION EXPERTS OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, TALENT NAVIGATION EXPERTS AND ITS SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS AND

LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT.

FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TALENT NAVIGATION EXPERTS, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL TALENT NAVIGATION EXPERTS BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TALENT NAVIGATION EXPERTS DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF ANY CONTENT; (II) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL TALENT NAVIGATION EXPERTS, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR

LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED 10

LIABILITY IS BASED ON CONTRACT, TORT, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF TALENT NAVIGATION EXPERTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

Notification Procedures and Changes to the Agreement. Talent Navigation Experts may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by Talent Navigation Experts in our sole discretion. Talent Navigation Experts reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. Talent Navigation Experts is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Talent Navigation Experts may, in its sole discretion, modify or update this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material manner, we will update the 'last modified' date at the bottom of this page. Your continued use of the Service after any such change constitutes your acceptance of the new terms of service. If you do not agree to any of these terms or any future terms of service, do not use or access (or continue to access) the Service.

Contact. Please contact us at info@talentnavigation.com with any questions regarding this Agreement.

This Agreement was last modified on March 2025