


TalentReef Privacy Policy

Last Updated: January 28, 2020



TalentReef, Inc. (“TalentReef”, “our”, “we”, or “us”) is committed to protecting your privacy. This Privacy Policy (“Policy”) applies exclusively to the services provided directly by TalentReef (the “TalentReef Services”), including those web services received from visiting TalentReef.com (the “Site”). We provide this Policy as a means of making you aware of what data we collect, store, use and retain when you visit the Site and use the Services. Additional services may be made available by TalentReef which may be provided by third party providers of TalentReef. These services may be subject to different policies regarding the providers’ collection, storage, usage and retention of data. If you have difficulty finding the applicable policies, or understanding when such policies apply, please contact TalentReef for clarification.

We may revise this Policy from time, so you should review this Policy each time you visit the Site. In the event changes to this Policy materially change how taletReef uses your Personal Information, TalentReef will notify you via email or post a notice on the homepage of the Site to let you know of such changes. The date this Policy was last updated is set forth at the top of this page. Your continued use of the Site after such changes have been made constitutes acceptance of those changes.

YOUR USE OF THE SITE SIGNIFIES YOUR CONSENT TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS POLICY, INCLUDING YOUR CONSENT TO THE USE OF YOUR PERSONAL INFORMATION AS OUTLINED HEREIN. IF YOU DO NOT AGREE TO ALL TERMS OF THIS POLICY, DO NOT USE THE SITE OR THE SERVICES.

Please direct your questions about the Site, the Services or this Policy to us at: CustomerSupport@talentreef.com.

Collection of Your Personal Information:

For purposes of this Policy, “Personal Information ” means (i) information that identifies you, such as your name, address, phone and fax numbers or email address, (ii) information, files or data that you enter, provide, store or use in or with the Services, including your employment information, and (iii) tracking data, which is automatically collected from every Site visitor.

When you use the TalentReef Services, you will be asked for information, such as your name, email, phone number, age, gender and zip code. You are responsible for providing current, accurate, and complete Personal Information. It is your responsibility to notify us of any updates to or changes in your Personal Information.

In order to protect your Personal Information, you are responsible for maintaining the security and confidentiality of your log-in ID and password that allows you access to the TalentReef Services. Do not share your log-in ID or password with others, as you are responsible for all actions that occur under your account. If you access the TalentReef Services via integration with a potential employer, you may not have a human readable password assigned to you. This authentication process is implemented by the potential employer and is required to comply with TalentReef's security standards.

Many, if not all, transaction details are recorded by TalentReef. This information is used to provide information and assistance when using the TalentReef Services. These details, other than in aggregate form, are not shared with any third parties.

For security and analytic purposes, we collect and store information about your interactions to the Site and use of the TalentReef Services. The Site automatically logs many of the details regarding all visits to our Site and requests made to our web servers. The information we collect can include the browser type, cookie information, page requested by a visitor, and the visitor's IP address. None of this information is personally identifiable. This information is used to help improve the Site and TalentReef Services, analyze trends, and administer the Site. We attempt to aggregate such tracking data so that no such data is tied to you in any personally-identifiable manner, however, due to the nature of the Internet, this is not always feasible and tracking data may be traceable back to you.

Use of Your Personal Information: We provide your Personal Information to potential employers, who will use the information in their discretion, including to determine whether to make you an offer of employment. Additionally, we may share your Personal Information in the following circumstances:

1. when you give us permission to do so; B. to analyze the Site and improve the TalentReef Services and our service offerings; C. to provide to third parties who perform services for us; D. to deliver to you any administrative notices and communications relevant to your account and/ or your use of the Site and/or TalentReef Services; E. when required by law, or reasonably necessary to comply with any applicable law, regulation, legal process, governmental request or court order; F. to enforce our Terms and Conditions (<https://www.talentreef.com/terms>) or this Policy, including investigation of potential violations of the Terms and Conditions (<https://www.talentreef.com/terms>) or this Policy; G. to detect, prevent, or otherwise address fraud, security or technical issues; H. to protect against harm to the rights, property or safety of TalentReef, our clients and customers, our users or the public, as required or permitted by law; I. to respond to an emergency; and J. as otherwise set forth in this Policy.

Aggregated data, which does not contain Personal Information that may be used to identify individual users may be shared, exchanged, sold or publicly disclosed and compiled, including for purposes of providing information regarding our TalentReef Services and other service offerings. We may provide aggregate information to service providers for the purpose of aligning the proper services with users that need them. Information that can identify you personally is not disclosed during this process.

Where necessary, we may be legally required to disclose information if it pertains to actions of a criminal or fraudulent nature. We reserve the right to disclose information to government agencies where necessary in complying with a formal request such as in a civil suit, subpoena, court order or judicial proceeding. In addition, a violation of our Terms and Conditions (<https://www.talentreef.com/terms>) or the commission of a crime may necessitate the disclosure of the violator's Personal Information.

Security: We take reasonable precautions to protect your Personal Information from loss, misuse, unauthorized access or disclosure, alteration or destruction. We maintain reasonable physical, electronic and procedural safeguards for your Personal Information, including using firewalls, encryption techniques, authentication procedures, SSL (secure socket layer) encryption, and physical safeguards. You should recognize, however, that there is no such thing as "perfect security" on the Internet and we cannot guarantee the security of your Personal Information. In addition, because Internet communication is not 100% secure, it is possible that the information you supply to us or your access of any information via the Site may be intercepted during transmission. TALENTREEF IS NOT LIABLE FOR ANY BREACH OF OUR SYSTEMS OR INTERCEPTION OF OUR TRANSMISSIONS AND, FOR THE AVOIDANCE OF DOUBT, WE EXPRESSLY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ENSURING, GUARANTEEING OR OTHERWISE OFFERING ANY DEFINITIVE PROMISE OF SECURITY IN CONNECTION WITH YOUR PERSONAL INFORMATION OR USAGE INFORMATION.

Cookies: When you use the TalentReef Services, we want the experience to be as rewarding as possible. As with most online businesses, TalentReef logs information about user access to, and use of the Site. When you visit the Site, we may collect technical and navigational information, such as computer browser type, Internet protocol address, pages visited, and average time spent on the Site. TalentReef may use this information, for example, to alert you to software compatibility issues, or it may be analyzed to improve the Site and/or our service offerings.

We employ the use of cookies on the Site and TalentReef Services to keep track of user preferences as well as to monitor the Site traffic and usage. "Cookies" are alphanumeric identifiers in the form of text files that are inserted and stored by your Web browser on your computer's or mobile device's hard drive to recognize the user. A cookie also assists in keeping you logged into your TalentReef account. TalentReef may also employ the use of pixel tags from time to time to help better understand the Site traffic and optimize user preferences for a better user experience. (Pixel Tags refer to clear gifs, and web beacons which are 1x1 images set on web pages to track page traffic.) Most Internet browsers will allow you to stop cookies from being stored on your computer and to delete cookies stored on your computer. Please note,

however, that if you choose to restrict the use of cookies, the full functionality of the TalentReef Services may be impaired and you may not be able to provide all of the information needed by a potential employer.

From time to time we may also employ the services of third-party agents to analyze certain online activities and to gather and track aggregate statistical information on the Site and through the TalentReef Services on our behalf. The third parties may employ cookies and web beacons to this end. While we do not have control over these cookies, and the use of third-party cookies is not governed by this Policy, this aggregated information is not linked to Personal Information and it is used to improve our service offerings and trouble shoot inconsistencies.

Third Parties: This Policy only applies to the Site and the TalentReef Services. While the Site may link to other websites and TalentReef may have certain aspects of its service offerings provided by third parties (e.g., criminal background checks), TalentReef does not exercise control over the websites maintained by and any activities of such third parties even if related to the TalentReef Services or the other websites linked from the Site. If you choose to use these other websites, use third party products or services, disclose information to third-party providers or grant them permission to collect information about you, then their use of your information is governed by their privacy policies. To clarify, TalentReef is not responsible for the services, actions and policies of third-party websites that you access, either with regard to the Personal Information you provide to them, or which you authorize TalentReef to provide to them, or which they obtain through your use of their websites directly and/or through the Site. You should be careful to review any privacy policies posted on third-party websites before providing any Personal Information through such websites.

Additionally, we may use third-party service providers to help us conduct or analyze certain activities within the TalentReef Services, including to audit the security of our systems and to assist in the marketing of the TalentReef Services. As an example, we may use a third party to help us analyze a users' use of the TalentReef Services in order to improve the user's experience and improve our services offerings. We do not authorize these agents to use this information for any purpose other than to assist us in their contracted role, however, we are not responsible for such third parties' use of Personal Information that does not comply with this Policy.

Accessing and Changing Your Information. If you have an account with us, you can review and change certain personal information associated with your account through your account settings.

Business Transfers: If we purchase or sell assets, we may need to transfer certain user accounts and their corresponding information. The sale or closure of TalentReef as a business entity could also necessitate the transfer of user information to another party. We may also need to transfer or assign Personal Information pursuant to a merger, consolidation or other transaction relating to TalentReef or our assets. We may also choose to transfer all of your data stored with us, including your Personal Information and any other personally identifiable data, to a third party which may be operating, hosting or managing the TalentReef Services. Should any of the foregoing events occur, you hereby agree and provide your consent to (i) the transfer of your Personal Information and other data stored on your behalf to a third party; (ii) the assignment of

all obligations of TalentReef under this Policy to a third party; and (iii) any acquirer may continue to use your Personal Information as set forth in this Policy (as it may be amended from time to time).

Do Not Track. Your web browser may let you choose your preference as to whether you want to allow the collection of information about your online activities over time and across different websites or online services. At this time, the Site and TalentReef Services do not respond to the preferences you may have set in your web browser regarding such collection of your information, and the Site and TalentReef Services may continue to collect information in the manner described in this Policy.

Children under the Age of 13 We do not knowingly solicit or collect data from children under the age of 13. If a parent or guardian becomes aware that his or her child has provided us with information without their consent, he or she should contact us at customersupport@talentreef.com. We will delete such information from our files within a reasonable time.

Testimonials We may ask you, or you may have the opportunity, to comment about the TalentReef Services (“Testimonials”). Any comments are entirely voluntary, but if you do provide Testimonials, you acknowledge and agree that in connection with our promotion of our offerings to third parties, we may use your Testimonials along with your name and other personal information that you have provided.

Note to International Users: This Site is operated in the United States and the Site and TalentReef Services are intended for use in the United States. Information collected through the Site and TalentReef Services will be stored in, processed in and subject to the laws of the United States and/or the State of Colorado, which may not provide the same level protection for your information as your country or residence, and may be available to the United States government or its agencies under a lawful order made in the United States. By using the Site, you consent to such transfer to, storage in and processing within the United States.

Choice of Law and Forum for Disputes: You agree that the laws of the State of Colorado, without regard to principles of conflict of laws, will govern this Policy. You agree that any claim or dispute of any sort that might arise between you and TalentReef, its officers, directors, employees, agents or affiliates related to this Policy must be brought in the appropriate court in Denver, Colorado, subject to applicable jurisdictional requirements in any such action or proceeding. You irrevocably waive any objection to such venue.

Contact Information: TalentReef, Inc. 950 17th St., Ste. 700, Denver, Colorado 80202 customersupport@talentreef.com Attn: Account Management

California Privacy Notice

Last Updated: January 1, 2020

This California Privacy Notice supplements the information contained in the general Privacy Policy of TalentReef, Inc. (“TalentReef,” “we,” or “us”), which is incorporated in this privacy notice by this reference. This privacy notice applies to California residents from whom we collect personal information (“consumers” or “you”), including when you visit www.talentreef.com and any other website or mobile application owned or operated by TalentReef (the “Service”). We adopt this privacy notice to comply with the California Consumer Privacy Act of 2018 (“CCPA”) and any terms defined in the CCPA have the same meaning when used in this privacy notice.

IF YOU DO NOT HAVE AN ACCOUNT WITH TALENTREEF BUT ARE AN EMPLOYEE OR JOB APPLICANT FOR A TALENTREEF CUSTOMER THAT USES THE TALENTREEF SERVICES, PLEASE REFER TO THAT CUSTOMER’S PRIVACY POLICY TO LEARN MORE ABOUT HOW YOUR INFORMATION IS PROCESSED. TALENTREEF PROVIDES ITS CUSTOMERS WITH THE TOOLS TO ACCESS, UPDATE, AND DELETE ANY PERSONAL INFORMATION THAT THEY MAINTAIN, AND ALL SUCH USE OF PERSONAL INFORMATION IS UNDER THE CONTROL OF THE APPLICABLE CUSTOMER, NOT TALENTREEF. Information We Collect We collect information that identifies, relates to, describes, references, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household (“personal information”). In particular, within the last 12 months TalentReef has collected the following categories of personal information from the sources and for the business or commercial purposes described below:

Personal information does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Information excluded from the CCPA’s scope, such as health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) and personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FRCA), the Gramm-Leach-Bliley Act (GLBA), California Financial Information Privacy Act (FIPA), and the Driver’s Privacy Protection Act of 1994.

In addition to the business or commercial purposes for collection described above, we have in the preceding 12 months collected all categories of personal information described above for the purposes set forth in the:

- Respond to your questions and comments and provide support.
- Operate, evaluate, and improve the products and services we offer.
- Understand your needs and interests and tailor the Service and our related products and services accordingly.
- Enforce our Terms of Use and other agreements with you.
- Comply with applicable legal requirements and industry standards.

We will continue to collect the categories of personal information described above from the sources and for the business or commercial purposes described above.

We may also use or disclose the personal information we collect for one or more of the following purposes:

- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your personal information or as otherwise set forth in the CCPA.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of TalentReef's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by TalentReef about the users of the Service is among the assets transferred.

We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosures of Personal Information for a Business Purpose

As noted at the beginning of this privacy notice, much of the information that we collect is on behalf of our customers in our role as a service provider. This information is shared directly with, and is managed by, that customer. In some cases, you may have the choice to create an account with TalentReef directly, in which case your application information will only be shared with potential employers at your direction.

We share your personal information for a business purpose to the following categories of third parties:

- Employers to whom you are applying.
- Service providers.
- Internet service providers.
- Data analytics providers.

In the preceding 12 months, we have disclosed to these third parties the following categories of personal information for a business purpose:

- Identity Data.
- Customer Records Data.
- Protected Class Data.
- Internet Use Data.

- Professional Data.
- Inferences.

Sales of Personal Information

In the past 12 months, we have not sold consumer personal information.

Your Rights and Choices

The CCPA provides you as California residents with specific rights regarding your personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request (see Exercising Access, Data Portability, and Deletion Rights), we will disclose to you:

- The categories of personal information we collected about you.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting that personal information.
- The categories of third parties with whom we share that personal information.
- The specific pieces of personal information we collected about you (also called a data portability request).
- If we disclosed personal information for a business purpose, the personal information categories that each category of recipient obtained.

Deletion Rights

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request (see Exercising Access, Data Portability, and Deletion Rights), we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service providers to:

- Complete the transaction for which we collected the personal information, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.

- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise that consumer's free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.).
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation.
- Make other internal and lawful uses of the information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us by either:

- Visiting <https://www.talentreef.com/ccpa/>
- Postal Address:
TalentReef, Inc.
Attn: Compliance Team
950 17th St., Ste. 700
Denver, Colorado 80202

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with us, but we may require authentication of the consumer that is reasonable in light of the nature of the personal information requested.

We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within 45 days of its receipt. If we require more time (for a maximum total of 90 days), we will inform you of the reason and extension period in writing.

Any disclosures we provide will only cover the 12-month period preceding the receipt of a verifiable consumer request. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless the request is excessive or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request. Alternatively, we may decline to respond to the request and notify you of our reason for doing so.

Non-Discrimination

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits or imposing penalties.
- Provide you a different level or quality of goods or services, including denial of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

However, we may offer you certain financial incentives permitted by the CCPA that can result in different prices, rates, levels, or quality of goods or services. Any CCPA-permitted financial incentive we offer will reasonably relate to your personal information's value and contain written

terms that describe the program's material aspects. Participation in a financial incentive program requires your prior opt-in consent, which you may revoke at any time.

Other California Privacy Rights

California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of the Service that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please contact us through the information set forth below.

Changes to this Privacy Notice

TalentReef reserves the right to update or change this privacy notice at any time. When we make changes to this privacy notice, we will post the updated notice on the Service and update the date on which this privacy notice was last updated. The date this privacy notice was last updated is at the top of this page. You are responsible for periodically reviewing the Service and this privacy notice to check for any updates or changes. Your continued use of the Service following the posting of changes constitutes your acceptance of such changes.

Contact Us

If you have any questions or comments about this privacy notice or our privacy practices, your choices and rights regarding use of your personal information, or wish to exercise your rights under California law, please contact us at:

<https://www.talentreef.com/ccpa/>

Postal Address:
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