**Talentera Terms of Use - Career Portals**

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# **Introduction**

Bayt.com (“Bayt”, “We”, “Us”, “Our”, “Ours”) has drafted its Terms of Use (“Terms of Use”, “Terms”) that govern the access of users (“Users”, “You”, “Your”, “Yours”) to its Talentera platform and associated services (collectively, the “Service”).

By accessing or using the Service, You agree to comply with these Terms. If You do not agree, You must stop using the Service.

If You are accessing the Service as a job candidate (“Candidate”) to apply for job opportunities on a career portal that is built on the Talentera platform, “You” refers solely to You as an individual using the Service for personal job search purposes.

If You are accessing the Service on behalf of a Bayt customer (“Organization”), You represent and warrant that You have the authority to bind the Organization to these Terms, and “You” refers to both You and the Organization.

For details about how We collect, use, and protect Your personal data, please review Our [Privacy Policy](https://docs.google.com/document/d/17k0FMftqs_MVFzNeD2eYgsmkQZmZSHjkFM2Hh6VXD1A/edit?tab=t.0). These Terms incorporate the Privacy Policy by reference.

# **The Service**

Bayt’s Talentera platform provides tools to manage recruitment processes, including but not limited to:

* Job posting
* Candidate applications and profile management
* Employee onboarding, offboarding and profile management
* Analytics and reporting

The Service may evolve over time as We refine features and add new functionalities. You acknowledge that:

1. The Service operates using application programming interfaces (APIs) or services provided by third parties (“Third-Party Services”)
2. Any interaction between You and a Third-Party Service is solely between You and that third party

# **User Accounts**

To access the features of the Service, You must create an account. By creating an account, You agree to:

* Provide accurate and complete information
* Keep Your credentials secure and confidential
* Notify Us immediately of unauthorized access or breaches

You must provide Us accurate information when You create Your Bayt account. Your account gives You access to the Service.

We may maintain different types of accounts for different types of Users or Organizations. When You connect to Bayt through a Third-Party Service, You give Us permission to access and use Your information from that Third-Party Service (on such terms as are permitted by that service), and to store Your log-in credentials for that service.

You may never use another User’s account without permission. You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Bayt or a Third-Party Service. We encourage You to use “strong” passwords that use a combination of upper and lower case letters, numbers and symbols with Your account. You agree not to disclose Your password to any third party.

Bayt will not be liable for any loss or damage arising from Your failure to comply with the above requirements. You must notify Bayt immediately upon becoming aware of any breach of security or unauthorized use of Your account. Bayt reserves the right to suspend or terminate accounts that violate these Terms.

# **User Responsibilities**

You agree not to:

1. Use the Service for unlawful, harmful, or fraudulent purposes
2. Submit content that:

i. violates any laws or third-party rights

ii. is offensive, defamatory, obscene, or discriminatory

iii. contains viruses, malware, or harmful technologies

1. Attempt to disrupt the Service or gain unauthorized access to its systems

You are solely responsible for ensuring that the content You provide complies with applicable laws and these Terms.

# **Content Ownership**

You retain full ownership of any content (“Content”) You submit to the Service, including, but not limited to, information, files, and materials provided as part of Your use of the Service. Bayt acts as a data processor of Your Content and handles it in accordance with Our Privacy Policy. You are responsible for ensuring that Your Content complies with applicable laws and regulations.

By submitting Content to the Service, You grant Bayt a non-exclusive, revocable, royalty-free license to process, store, and display Your Content to the extent required to operate, improve, and deliver the Service. This license is provided to enable Bayt to fulfill its obligations under the Service and is governed by Your Service settings and Our Privacy Policy. Bayt does not claim ownership of Your Content and will not use it for purposes outside the scope of providing the Service.

For Candidates and employees submitting Content (such as resumes, applications, or other personal data) through a career portal powered by the Talentera platform, such Content is handled in accordance with the instructions of the Organization operating the portal and is subject to that Organization’s privacy policies. Bayt acts as a data processor on behalf of the Organization and does not use or share such Content beyond what is necessary to deliver the Service. The Organization acts as a data controller in this respect.

All Content submitted to the Service is the responsibility of the entity and/or individual who provided it. Bayt does not endorse or guarantee the accuracy, completeness, or reliability of any Content or communications shared through the Service. Any use or reliance on Content obtained through the Service is at Your discretion, and Bayt is not liable for any consequences arising from such use.

# **Your Conduct as a Candidate**

If You are using the Service to apply for job opportunities through career portals powered by the Talentera platform, You agree to the following:

**Responsibility for Your Use**

You are solely responsible for the accuracy, completeness, and appropriateness of the content You provide (e.g., resumes, applications, or other materials) and for any consequences of Your use of the Service. This includes any reliance placed on Your content by Organizations using the Service.

You agree to use the Service only for lawful purposes and in accordance with these Terms and the Privacy Policy.

**Prohibited Content**

You agree not to submit any content that:

* Creates harm, risk, or injury to others
* Contains unlawful, harmful, abusive, defamatory, or offensive material
* Exploits or endangers children in any way
* Violates intellectual property, privacy, or other rights
* Includes false, misleading, or outdated information
* Is otherwise not in line with the purpose for which the Service is provided

Bayt reserves the right to remove or restrict access to any content that violates these provisions at its sole discretion.

**Ownership and Permissions**

You represent and warrant that You have the necessary rights and permissions to submit the content You provide, and that such content does not violate any laws or third-party rights.

# **Your Conduct as the Representative of an Organization**

If You are using the Service on behalf of an Organization (e.g. as an HR representative or recruiter), You agree to the following:

**Authority and Compliance**

You represent and warrant that You have the authority to act on behalf of Your Organization and that Your use of the Service complies with applicable laws, regulations, and these Terms.

You are responsible for ensuring that the Organization’s use of the Service aligns with Bayt’s Privacy Policy and other applicable agreements between Bayt and your Organization.

**Responsibility for Content**

Your Organization retains ownership of all content submitted through the Service, including job postings and communications with Candidates.

You agree not to post content that:

* Violates laws or regulations, including employment laws
* Infringes on intellectual property, privacy, or other rights
* Contains false or misleading information
* Is otherwise not in line with the purpose for which the Service is provided

**Prohibited Activities**

You agree not to use the Service to engage in fraudulent, discriminatory, or otherwise inappropriate hiring practices.

You agree to respect the privacy and rights of Candidates when accessing or processing their data.

# **General Conduct for All Users**

Regardless of Your role, You agree to the following:

**Compliance with Terms**

You are responsible for Your behavior and communications while using the Service. You agree to ensure that Your use complies with these Terms and all applicable laws.

**Prohibited Activities**

You agree not to engage in activities that:

* Compromise the security or integrity of the Service
* Access, tamper with, or use non-public areas of the Service, Bayt’s computer systems, or the technical delivery systems of Bayt’s providers
* Probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures
* Use automated systems (such as scraping, crawling, or bots) to access the Service without prior written permission from Bayt, except for search engine indexing
* Distribute malicious software or attempt unauthorized access to the Service
* Interfere with, disrupt, or overload the Service, including by sending viruses, initiating denial-of-service attacks, or other malicious activities
* Send spam or unsolicited messages in connection with Your use of the Service
* Interfere with other Users’ access to the Service

**Monitoring and Enforcement**

Bayt reserves the right, at its sole discretion, to review, remove, or restrict access to any content or accounts that violate these Terms or applicable laws.

Bayt may access, preserve, and disclose information as necessary to:

* Comply with legal obligations
* Investigate violations of these Terms
* Protect the security and integrity of the Service

Disclaimer: Bayt does not guarantee the accuracy, completeness, or legality of content provided by Users or Organizations. Use of such content is at Your own risk.

# **Confidential Information**

As a User of the Service, You acknowledge that the Talentera platform, including but not limited to its codebase, architecture, design, product features, functionality, and related documentation, constitutes confidential and proprietary information of Bayt (“Confidential Information”).

You agree not to disclose, share, or otherwise make available any Confidential Information to any third party without Bayt’s prior written consent.

You may use Confidential Information solely for the purpose of accessing and using the Service as permitted under these Terms. Any use of Confidential Information for purposes outside the scope of the Service, including but not limited to reverse engineering, creating derivative works, or competing products, is strictly prohibited.

You agree to take reasonable measures to protect the confidentiality of Confidential Information and prevent unauthorized access, use, or disclosure.

Upon termination of Your access to the Service for any reason, You agree to cease all use of Confidential Information and, upon request, return or destroy any materials containing such information.

Any unauthorized disclosure or use of Confidential Information constitutes a material breach of these Terms and may result in legal action, including injunctive relief and damages.

# **Privacy**

Your use of the Service is subject to Our Privacy Policy. By using the Service, You consent to:

* The collection, use, and sharing of Your data as described in the Privacy Policy
* Third-party processing of Your data as required to provide the Service

For detailed information on how We handle Your data, please refer to the Privacy Policy.

# **Data Security**

Bayt implements industry-standard security measures to protect Your data. However:

* No system is entirely secure, and We cannot guarantee absolute protection
* You are responsible for safeguarding Your account credentials and limiting access to Your account

In the event of a security breach, We will notify affected parties as required by law.

# **Intellectual Property**

Bayt and its licensors retain ownership of all rights, titles, and interests in the Service, including but not limited to its platform, software, design, trademarks, logos, and any content provided by Bayt. These are protected under applicable intellectual property laws.

The following apply to Your use of the Service:

**1. Bayt's Intellectual Property:** You may not copy, modify, distribute, or reverse-engineer any part of the Service, including its software, design, or features, without Bayt's prior written consent. You also may not use Bayt’s trademarks, branding, or logos without authorization.

**2. User and Customer Content:** Any content submitted by You as a Candidate or You on behalf of an Organization, such as resumes, job postings, or other materials, remains the property of the respective owner. Bayt does not claim ownership of such content and uses it solely to provide the Service in accordance with the applicable Privacy Policy and other relevant agreements.

**3. Third-Party Rights:** The Service may include content or components licensed by third parties. Your use of these is subject to the intellectual property terms of the respective licensors.

# **Third-Party Links**

The Service may include links to third-party websites or services. Bayt is not responsible for:

* The privacy practices or content of third-party websites
* Any loss or damage arising from Your use of third-party services

We encourage You to review the privacy policies and terms of such third parties before interacting with them.

# **Indemnification**

You agree to indemnify and hold Bayt harmless from any claims, damages, or expenses arising from:

* Your use of the Service
* Your violation of these Terms or applicable laws
* Content you submit through the Service

If you represent an Organization, You agree to indemnify and hold Bayt harmless from claims, damages, or expenses arising from the actions of Your authorized Users in connection with the Service. Please review the indemnification terms in the Privacy Policy, Master Subscription Agreement and any other relevant agreements You have with Us for more details.

# **Bayt’s License to You**

**As a Candidate**

Subject to these Terms, Bayt grants You a personal, worldwide, royalty-free, non-assignable, non-sublicensable, and non-exclusive license to access and use the Service for the sole purpose of searching for and applying to job opportunities on career portals powered by Bayt’s Talentera platform.

This license is provided for Your personal, non-commercial use and is conditional upon Your compliance with these Terms.

**As a Representative of an Organization**

Subject to these Terms, Bayt grants Your Organization a limited, worldwide, royalty-free, non-assignable, non-sublicensable, and non-exclusive license to access and use the Service for lawful business purposes, such as posting job opportunities and managing Candidate applications.

This license extends to authorized representatives of Your Organization, provided they comply with these Terms, the Privacy Policy and any other terms that might be part of Your Organization’s subscription agreement with Bayt.

**General Provisions**

Bayt reserves all rights in the Service, including its software, platform, and associated intellectual property, that are not expressly granted under these Terms. This license may be terminated or suspended by Bayt at any time, with or without notice, for reasons including but not limited to violations of these Terms or applicable laws.

# **No Warranty**

The Service and any related software are provided on an “as-is” and “as-available” basis. To the fullest extent permitted by law, Bayt and its affiliates, agents, licensors, and suppliers disclaim all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, and non-infringement.

Bayt makes no representations or warranties regarding the accuracy, completeness, legality, or reliability of any data, content, or information accessed through the Service.

Bayt is not responsible for any harm to Your device, loss or corruption of data, or other damages resulting from Your use of the Service.

# **Limitation of Liability**

To the fullest extent permitted by law, in no event will Bayt, its affiliates, officers, employees, agents, suppliers, or licensors be liable for any indirect, incidental, special, punitive, or consequential damages, including loss of use, data, business, or profits, arising from or related to Your use of the Service.

Bayt’s total aggregate liability for all claims related to the Service will not exceed the greater of AED 75 in case You are a Candidate, and no greater than the annual (or annualized) contract value of the licensing portion of the Master Subscription Agreement (MSA) You have in place with Bayt at the time of raising the claim.

These limitations apply regardless of the legal theory under which such damages are sought, even if a remedy fails its essential purpose.

# **Miscellaneous**

* You may not transfer or assign Your rights under these Terms without Bayt’s prior written consent. Bayt may assign or transfer these Terms without restriction.
* Neither party shall be liable for failure or delay in performance due to events beyond their reasonable control, including but not limited to natural disasters, pandemics, war, strikes, government restrictions, internet outages, or acts of terrorism.
* Bayt may suspend or terminate Your access to the Service for material breach of these Terms if You fail to cure the breach within 30 days after receiving written notice. Termination is not an exclusive remedy and does not waive any other rights or remedies available to Bayt under these Terms or applicable law.

# **Entire Agreement**

These Terms, including any amendments, order forms, and any additional agreements You enter into with Bayt in connection with the Service, together with the Privacy Policy (which is incorporated into these Terms by reference), and the Master Subscription Agreement (“MSA”, applicable in case You are a representative of an Organization) constitute the entire agreement (“Agreement”) between You and Bayt with respect to the subject matter addressed herein.

This Agreement supersedes all prior oral statements, writings, or understandings related to the subject matter of the Service. This Agreement is entered into after careful consideration by both parties. Neither party relies on any statement, representation, or warranty not explicitly stated in this Agreement.

If any provision of these Terms is found to be unenforceable or invalid by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible, and the remaining provisions shall continue in full force and effect. No waiver of any provision or right under these Terms shall be implied from conduct or failure to enforce or exercise such rights. Any waiver shall only be effective if in writing and signed by a duly authorized representative of the party granting the waiver.

# **Updates to the Terms of Use**

We may update Our Terms from time to time. Your continued use of the Service after changes are posted constitutes Your acceptance of the updated Terms. The date of the last update will be prominently displayed at the bottom of this page.

# **Arbitration and Governing Law**

Any disputes arising out of or related to these Terms will be resolved by binding arbitration under the rules of the Dubai courts. Arbitration will take place in Dubai, United Arab Emirates.

Nothing in this section precludes Bayt from seeking injunctive relief or other equitable remedies to protect its proprietary rights.

All claims must be brought individually and not as part of a class action. By using the Service, You waive Your right to a jury trial and participation in class actions.

These Terms are governed by the laws of Dubai, United Arab Emirates, without regard to conflict of law principles.

# **Contact Information**

If You have any comments or questions about these Terms, feel free to contact Us at info@talentera.com or at the mailing address below:

The Offices of Bayt.com,

Suite 2302, Floor 23,

Grosvenor Business Tower,

Barsha Heights (TECOM),

Dubai, United Arab Emirates