

The Terms of Use and Privacy Policy of Fontes Talent Bank (Fontese Talendipank)

1. Terms of Use and Privacy Policy

1.1. The web environment Fontes Talentbank (Fontese Talendipank) (hereinafter the “Website”) is owned and operated by Fontes PMP OÜ (hereinafter “Fontes”), commercial registry code 10319889, mailing address: Sepapaja 6, Tallinn, 11415; phone: 627 7077; email: info@fontes.ee. Fontes is also acting as the data controller of the personal data.

1.2. These Terms of Use and Privacy Policy apply to all users of this Website (hereinafter the “User” or “Users”). By creating a user account, the User will accept these Terms of Use and Privacy Policy. Users will not be able to access the Website without accepting these Terms of Use and Privacy Policy.

1.3. Fontes reserves the right to amend or supplement these Terms of Use from time to time upon notification to Users on its website.

1.4. By subscribing to the Website, the User gives their consent for the processing of the User’s personal data by Fontes.

1.5. The User will ensure that the information is accurate and up-to-date and confirm that the data entered in the Website do not provide misleading information about the User’s education, work experience or personal qualities. The User will be liable for the damage to Fontes and/or any third parties arising from the submission of false, inaccurate or incomplete information.

2. Fontes’ Services and the Website

2.1. Fontes provides services that enable individuals to advance their career, and enable companies to find and hire new employees.

2.2. By using the services provided by Fontes via the Website, Users can advance their career by finding and applying to suitable and appropriate jobs. The Website provides the services of career counselling, mentoring, coaching, and the assessment of managerial potential.

2.3. The User agrees that Fontes may use the User’s contact details to notify them about appropriate job vacancies that match the User’s professional profile.

2.4. The User agrees that Fontes is not obliged to guarantee the User a job or contacts with employers seeking employees.

3. Purposes of and Legal Grounds for Processing Personal Data

3.1. Fontes processes both the personal data entered by the User and the data collected by Fontes.

3.2. The personal data entered by the User when subscribing to the Website are:

3.2.1. Upon subscription: Name, surname, personal identification code (optional; the User can tick the appropriate box to indicate that they do not wish to provide their personal identification code), email address;

3.2.2. CV (obligatory data): Phone number;

3.2.3. CV (optional data): County, city/town, Skype ID, email, web addresses (e.g. LinkedIn or Facebook), work experience, education, further training, professional profile – a description (in the form of free text) of key competences, strengths, achievements, values, etc. (computer literacy, hobbies, interests, other skills, etc.); other business and voluntary activities – involvement in supervisory boards, shareholding in companies, voluntary work, participation and involvement of social organisations, etc.; expectations of the position – salary, employer, location, work environment, job description, willingness to travel; references – company, name, position and contact details of the referee;

3.2.4. the User can provide additional documents (CV, motivation letter, etc.) as an attachment.

3.3. The following data are stored on the User’s account: pending job applications, future Fontes training (enrolled for by the applicant), future Fontes services (subscribed for by the applicant), previous job applications, completed training.

3.4. Whenever Users perform certain actions, the Website records user information (IP, session, request) and creates a security log containing the time of login and logout.

3.5. If you do not provide the mandatory data where requested, you will not be able to access the Website and its services.

3.6. Adding a User to the Fontes Talentbank is subject to prior consent of the User. Creating a Fontes Talentbank account is considered consent.

3.7. Fontes will only contact the referees indicated by the User. It is advisable to inform the referees that their contact details have been provided to Fontes and to expect to be contacted.

3.8. Fontes collects and stores personal data in an electronic format and, if necessary, may extract the data in any other format. Fontes is not obliged to store the Users' personal data in its database.

3.9. The processing of personal data is necessary for providing the services (the data provided by the User), ensuring the functioning of the Website and complying with legal obligations. The provision of services to a User means that the User is involved in targeted search and is able to apply to jobs and training through the Fontes Website.

3.10. Fontes will prepare and transmit to potential employers summaries based on the personal data provided by Users.

3.11. Before using the personal data for any purposes other than those referred to above, Fontes will notify the Users or ask them to give their explicit consent, depending on the purpose of such processing.

4. Time Limits for Storing Personal Data

4.1. Fontes will store the User's personal data only for as long as it is necessary for the provision of the requested service, which is expected to be five years longer than the User's working age, and in accordance with the requirements laid down by applicable law.

4.2. Non-personal data will be stored for an unlimited period of time.

5. Location and Transfer of Personal Data

5.1. Fontes will not disclose, give access to or transfer personal data to any third party, except in the cases set out in these Terms of Use. Only Fontes and, as appropriate, persons authorised by Fontes (e.g. software developers, IT service providers) will have access to the Website and to the information stored on the Website.

5.2. The User is aware that Fontes may transfer, as part of the service, their personal data to third parties, in particular to employers who have signed a confidentiality agreement and will ensure proper protection of the data.

6. Security Measures

6.1. Fontes is giving due consideration to the data protection issues and is implementing various measures to ensure data security. Such measures include password authentication, password hashing and secure connection (https).

6.2. When selecting its technical partners, Fontes will give due consideration to the importance of data protection and require its partners to comply with the data protection rules.

7. Rights of the Data Subject

7.1. The rights of data subjects under applicable data protection legislation:

7.1.1. right of access to their personal data;

7.1.2. right to rectification of inaccurate personal data;

7.1.3. right to erasure of personal data ("right to be forgotten" – Fontes will delete any data if there are no legal grounds for the continued processing of those data, but will preserve the record of such erasure);

7.1.4. right to request the deletion of their account (the user account is deleted, while the data are stored by Fontes);

7.1.5. right to restrict the processing of personal data;

7.1.6. right of data portability;

7.1.7. right to withdraw their consent to the processing of personal data;

7.1.8. right to not be evaluated on the basis of automated processing (including profiling);

7.1.9. right to complain to a national data protection supervisory authority about infringements of the rules of the processing of personal data.

7.2. To exercise these rights, the User should contact Fontes by submitting a relevant request or objection to the email address info@fontes.ee.

8. Intellectual Property Rights

8.1. Any texts, graphics, edited content, all data, any layout, graphs, design, HTML, appearance and perception, photos, music, sounds, images, software, videos, fonts and other content (hereinafter jointly referred to as the "copyright material"), which the Users can view through the platform (except for the content created by Users, which Fontes has the right to use), belong to Fontes. The copyright material is protected under copyright in all its formats, on all data media and in all existing or future technological

solutions. The copyright material is protected under national and international copyright and patent laws and other proprietary rights and laws. Users may not copy, download, use, modify, decompile or reproduce any content originating from the platform without prior express written consent of Fontes and, where relevant, any content created by Users without permission from the User who posted such content. It is forbidden to use copyright material without prior consent of Fontes (except in cases specified in these Terms of Use) and, where relevant, the content created by Users without permission from the User who posted such content.

8.2. All service marks and trademarks of Fontes (including logos) appearing on the Website are the property of Fontes. Other trademarks, service marks, logos and/or trade names appearing on the Website are the property of their respective owners. You may not copy or use such marks, logos or trade names without prior express written consent of their respective owners.

9. Confidential Information

9.1. Users understand that Confidential Information (see the definition below) is a highly valuable, special and unique asset of Fontes and agree not to disclose, transfer or use (or incite others to disclose, transfer or use) Confidential Information.

9.2. Users will promptly notify Fontes in writing of any circumstances that may constitute unauthorised disclosure, transfer or use of Confidential Information. Users will use their best efforts to protect Confidential Information from unauthorised disclosure, transfer or use.

9.3. Confidential Information includes any and all of Fontes' trade secrets, confidential and proprietary information and all other information and data of Fontes that is not generally known to the public or other third parties who could derive economic value from its use or disclosure.

9.4. Confidential Information includes technical data, know-how, research information, product plans, information about products or services, information pertaining to customers, markets, software, development activities, inventions, processes, formulae, technology, designs, drawings, engineering designs and specifications, hardware configurations, marketing or financial information or any other business information, whether disclosed directly or indirectly, orally or in writing, or obtained from drawings or by observations.

10. Cookies

10.1. Cookies are small data files that are stored on your computer when you visit a website.

10.2. Fontes uses cookies to enable you to use the Website and to improve user experience and the data analysis capacity of the Website.

10.3. These cookies are used to manage sessions; session cookies track the User's progression through the Website during a session to ensure the functioning of the system and to identify and address any problems that may arise. We also use functionality cookies that remember Users so there is no need to log in again and cookies that remember Users' language preferences.

10.4. Fontes uses Google Analytics to analyse the traffic on the Website; therefore, we also use the cookies of Google Analytics.

10.5. Users can decline cookies by adjusting specific browser settings accordingly, but this may cause problems in the functioning of the Website and prevent you from taking full advantage of the Website.

11. Amendments and Supplements

11.1. Fontes reserves the right to amend or supplement these Terms of Use from time to time upon notification to Users on its website.

12. Applicable Law and Resolution of Disputes

12.1. These Terms of Use and Privacy Policy are governed by and interpreted according to the laws of the Republic of Estonia.

12.2. The Parties will use their best efforts to resolve any disputes arising from or related to the Agreement by negotiations. If a dispute cannot be resolved by negotiations, the Parties have the right of recourse to Harju Maakohus (Harju County Court) in accordance with the applicable legislation of the Republic of Estonia.

12.3. In case of complaints concerning the processing of personal data, the User has the right to lodge a complaint with the competent data protection authority.

Fontes PMP OÜ

Fontes, Sepapaja 6, Tallinn 11415

www.fontes.ee
info@fontes.ee
Helpdesk: +372 6 277 077