

# Privacy Policy & Terms of Use

This Privacy Policy ("Policy") identifies the privacy practices and terms of use for this website (the "Site") that apply to all visitors ("Users"), including how we will collect, use, share, and protect information about you, as well as the choices you may make about how we use this information. The Site and all of its content (including copyrighted text and imagery, as well as data obtained) is owned and operated by Bayard Advertising Agency, Inc. (known hereafter as "Bayard").

Please read the Policy carefully before providing any information. By accessing the Site or providing any information, you agree to our use of that information consistent with the Policy. If you have questions about this Policy, email us at: [hosting@bayardad.com](mailto:hosting@bayardad.com)

## How The Site Works

The Site provides Users with access to job offering information based on criteria selected by the User from the referring website or other source. The primary purpose of the Site is to inform Users of employment opportunities offered by Bayard's clients. User information is collected and shared with Bayard's clients and trusted third-party affiliates.

## Information That We Collect

We collect the following information about Users in various ways, including:

- Name, address, phone number, email address, employment background, and other demographic information when you register for an account via the interest form on the homepage.

## Information Collected Automatically

When you visit our Site or open one of our emails, we may automatically collect information about you using tracking technology, including your Internet Protocol address ("IP Address"), a unique device or user ID, system and browser type, the referring address website, the content and pages that you access on the Site or mobile application, and the dates and times that you visit the Site. We use technology, including cookies (a piece of data that is placed on your computer when you visit a website), web beacons, and other similar technology to automatically collect certain information, as described above, that we then use for system administration, troubleshooting, and to identify you when you open our email or visit our Site through your computer or mobile device so we can enhance your online experience and make our advertising more relevant. Further, we may offer certain features that are only available through the use of this technology.

Bayard may use third party software to serve ads on the Site, implement email marketing campaigns, and manage other interactive marketing initiatives. Further, Bayard may contract with third parties to serve ads on third party websites in order to optimize advertising campaigns. This third party software may use cookies, web beacons, or similar technology to help manage and optimize your online experience with us.

You can set your browser to accept or reject cookies and to disable other tracking technology. The third party sites may also provide additional opt-out methods.

Our privacy statement does not cover the use of cookies by others including our partners, affiliates, tracking utility company and service providers. We do not have access or control over these cookies. We also may collect information from third party websites with whom we connect.

### **Data from Other Sources**

We may also obtain information about you from other sources, including affiliates, data aggregators, and public databases. All of the information we collect may be combined to create a more detailed picture of you, which allows us to better understand the products and services you might be interested in.

### **Other Sites**

If you arrive at the Site by “clicking through” from another website, and you have registered with that other website, then certain information about you that you provided to that other website, such as the terms you were searching on that led you to the Site, may be transmitted to us and we may use it. You should review the privacy policy of any website from which you reached the Site in order to determine what information was collected by that website and for what purpose(s) you agreed that website could use that information. We may or may not retain information about you provided to us by other websites. If we do, we will only use it in accordance with this Policy. Such information may or may not be associated with other User activity data or personally identifiable information.

### **How We Use Information We Collect**

We may use and share the information (whether or not personally identifiable) that you provide to us to:

- Make your next visit to the Site more personalized;
- Process or complete transactions requested by you;
- Contact you regarding administrative issues, such as questions about your specific request;
- Email information regarding jobs and other offers to you;
- Make telephone calls to you with information and offers;

- Provide your information to affiliates or third party service providers to fulfill services you have requested;
- Compile anonymous statistical information and analyses, and provide that anonymous information to third parties; and
- Provide, sell, or rent your personally identifiable information to third parties for advertising purposes.

### **Surveys or Contests**

From time-to-time our Site may request personally identifiable information from Users via surveys or contests. Participation in these surveys or contests is completely voluntary and the User therefore has a choice whether or not to disclose personally identifiable information. The requested information typically includes contact information (such as name and shipping address), and demographic information (such as zip code). Contact information will be shared with the contest or survey sponsors to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the use and satisfaction of the Site. Users' personally identifiable information collected through surveys or contests is not shared with third parties who are not agents, service providers or business partners, unless we give prior notice and receive your permission for the sharing. Though we may use an intermediary to conduct these surveys or contests, these intermediaries will not use the Users' personally identifiable information for any secondary purposes.

### **Third Party Providers**

Bayard may contract with third parties to provide various services to Bayard relating to the Site on an outsourced basis. For example, we may contract with an email provider to handle the distribution of email messages to Users of the Site. We may contract with a website hosting provider to host the Site for us. We may also contract with various validation services to confirm contact information that you provide. By visiting the Site, all Users consent to Bayard providing all information (whether or not personally identifiable) received or collected from those Users to such third party providers for the purpose of enabling the third party provider to provide these outsourced services to us. In addition, all Users consent to the collection, maintenance, and processing of their information (whether or not personally identifiable) by Bayard and these third party providers.

### **Affiliates & Partners**

We will share information provided by Users (whether or not personally identifiable) with certain trusted business partners in our network so that they can contact you with information about the services in which you have expressed interest. In order to provide the services available to you on this Site, we may also supplement your information (whether or not personally identifiable) with information from third party sources with whom we have contracted for the purpose of verifying the contact information you have provided. You have

the option to not have your information shared with business partners by not requesting these services.

We may also share information about Users (whether or not personally identifiable) with our business partners and affiliated companies so that we can offer you a broader range of services and information to meet your needs. If you would prefer not to have your information shared with our business partners and affiliated companies, you may opt out by emailing: [hosting@bayardad.com](mailto:hosting@bayardad.com)

Please be aware that Bayard affiliated institutions, promotional partners, advertisers, sponsors, and other third-party web sites accessible through the Site may have their own privacy and data collection policies and practices. Bayard is not responsible for any actions, content of websites or privacy policies of such third parties. You should check the applicable privacy policies of those third parties when providing information through linked websites.

### **Other Uses**

We may release account information and other personally identifiable information when we believe release is appropriate to comply with applicable law, to enforce our legal and contractual rights, or to protect the rights, property, or safety of Bayard, Users, or others. Bayard may in some circumstances be required to disclose information (including personally identifiable information) in response to requests from law enforcement authorities, or in response to a subpoena or other legal process. We may also turn over information about you if we believe we must do so in order to prevent a violation of the law, and by accepting this Policy, you consent to our right to do so, in our sole discretion. You also consent to our disclosing information about you in the course of legal proceedings if we believe we are legally required to do so, if we reasonably believe that doing so may mitigate our liability, or if doing so will assist us.

At some point, Bayard may establish subsidiaries or other related companies, or merge with or be acquired by another company. When that happens, then we may disclose to them your personally identifiable information, in which case we will request them to abide by this Policy. We may also disclose some personally identifiable information to a potential acquirer, although such disclosure would be subject to normal and customary confidentiality requirements.

### **How We Protect Your Information**

Bayard works to protect your information by using appropriate technical, administrative and physical procedures to protect personal information from loss, misuse, or alteration. Access to your personally-identifiable information is protected by password and accessible only to authorized Bayard personnel. While we use both passwords and usernames to protect information online, we also work to protect Users' information off-line. Access to Users' information is restricted in our offices. Only employees who need the information to perform a specific job are granted access to personal information. Notwithstanding our efforts, there is a

possibility that Internet transmissions containing a User's personally identifiable information may be intercepted by others. We cannot, however, ensure or guaranty the security of any information you send to us and you do so at your own risk.

## **Children**

The Site is not intended for children under the age of 18, and Bayard does not knowingly collect or use personally identifiable information from children under the age of 18.

## **Opting Out**

If you do not agree to our uses of your personally identifiable information as we have described for you, you are not required to provide that information to us. Consistent with this Policy, we will send you administrative emails regarding your account activity, as well as emails containing information about our products or promotional offers. You may not opt-out of administrative emails. However, you may opt out of receiving promotional (non-administrative) emails from us simply by responding to the opt-out link provided on all email communications from Bayard. You may also contact the site directly at: [hosting@bayardad.com](mailto:hosting@bayardad.com) to request removal of your personally identifiable information from our systems.

## **Communications**

We only telephone call and send email to users that sign up on our site or to our affiliates' users who have consented to receive advertising offers from us. We do not contact users without this consent. If you believe you have been signed up in error, please follow the "opt out" instructions above to be removed from all future mailings.

We will also communicate with you in response to your inquiries, to provide the services you request, and to manage your account. We will contact you either through email or telephone.

When it is necessary to do so, we will send you service-related announcements, primarily via email. For example, if our service is temporarily suspended for maintenance, we may send you email. Generally, you may not opt out of these communications, which are not promotional in nature. If you do not wish to receive them, email: [hosting@bayardad.com](mailto:hosting@bayardad.com)

## **Updating and Correcting Information**

You may correct and update your personally identifiable information by sending us an email at [hosting@bayardad.com](mailto:hosting@bayardad.com) or by sending us a letter to 902 Broadway, 10<sup>th</sup> Floor, New York, NY 10010. Please provide your name, address, email address, and the information that you would like us to update. You may ask to have to have information deleted or removed. However, you cannot delete information included with past transactions, and it may not be possible for us to completely delete all of your information from backup media.

## **Policy Changes**

If we materially change this Policy, we will post the changes to this Policy and we may post a notice of the changes on the homepage of this Site, as we deem appropriate, so that you are aware of what personally-identifiable information we collect, how we use it, and under what circumstances, if any, we disclose it. We reserve the right to modify this Policy at any time, so please review the Site frequently for any changes. Amendments to this Policy will be posted on the Site and will be effective when posted. You will be deemed to have been made aware of, will be subject to, and will be deemed to have accepted, the changes to any amended or revised Policy by your continued use of our services or the Site.

## **Prospective Employers & Other Businesses**

If you choose to contact a potential employer, any information collected from you by such a potential employer will be governed by that company's privacy policy. We are not responsible for the policies or practices of any such employers or other partners. Bayard expressly disclaims any and all liability or responsibility whatsoever for the success or suitability of any such potential employment. Evaluating the terms of any prospective employment and the task of seeing any potential employment offer through to acceptance is solely the User's responsibility. Bayard does not function as an agent in any way and does not represent any party in any transaction.

Parties other than Bayard operate stores, provide services, or sell product lines on this site. In addition, we provide links to the sites of affiliated companies and certain other businesses. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any of these businesses or individuals or the content of their Web sites. Bayard does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use.

## **Monitoring**

Bayard shall have the right, but not the obligation, to monitor the content of the Site at all times, including any blogs and forums that may hereinafter be included as part of the Site, to determine compliance with these terms of use and any operating rules established by Bayard, as well as to satisfy any applicable law, regulation or authorized government request. Without limiting the foregoing, Bayard shall have the right, but not the obligation, to remove any material that Bayard, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

## **Disclaimer of Warranties & Limitation of Liability**

This site and all information, content, materials, products (including software) and services included on or otherwise made available to you through this site are provided by Bayard on an "as is" and "as available" basis, unless otherwise specified in writing. Bayard and its officers,

directors, agents, affiliates, vendors, merchants, third-party content providers or licensors make no representations or warranties of any kind, express or implied, as to the operation of this site or the information, content, materials, products (including software) or services included on or otherwise made available to you through this site; nor do they make any warranty as to the results that may be obtained from use of this site or the accuracy, reliability, or content of any information, service, or product provided through the site. You expressly agree that your use of this site is at your sole risk. Bayard does not guarantee that the site will be error free, available at all times, or without interruption.

To the full extent permissible by applicable law, Bayard disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Bayard does not warrant that this site; information, content, materials, products (including software) or services included on or otherwise made available to you through this site; their servers; or electronic communications sent from Bayard are free of viruses or other harmful components. Bayard will not be liable for any damages of any kind arising from the use of this site or from any information, content, materials, products (including software) or services included on or otherwise made available to you through this site, including, but not limited to direct, indirect, incidental, punitive, and consequential damages, unless otherwise specified in writing.

If any jurisdiction prohibits the foregoing disclaimers, limitations, and exclusions, in such jurisdictions, the foregoing disclaimers, limitations, and exclusions shall be limited to the extent permitted by the jurisdiction.

### **Indemnification and Release**

You agree to defend, indemnify, and hold harmless Bayard, its affiliates, directors, officers, employees, and agents from and against all claims, damages, and expenses, including reasonable attorney's fees, arising out of or related to any products or services you purchase in connection with the Site, your use of the Site, or your violation of any third-party right. You are solely responsible for interactions with prospective employers and other users of the Site. To the extent permitted by applicable law, User hereby releases Bayard from any and all claims or liability related to any product or service provided through the Site and any conduct, action, or inaction by a prospective employer. The indemnity and release provisions of this section shall survive the termination of the User's account.

### **Entire Agreement**

This Policy constitutes the entire agreement between Bayard and you with respect to your access, use, and receipt of services from the Site and supersedes all prior agreements, negotiations and discussions between you and us relating to the same. There are no third-party beneficiaries of the agreement. We exclude any representations and warranties previously given or made in relation to the same.

## **Termination**

Bayard may terminate your use and this agreement at any time. Without limiting the foregoing, Bayard shall have the right to immediately terminate or suspend any accounts of Users in the event of any conduct by User or which Bayard, in its sole discretion, considers to be unacceptable, or in the event of any breach by User of these terms of use.

## **Contact Information**

If you have any questions or concerns regarding this Policy or our practices, you can contact us at:

Email: [hosting@bayardad.com](mailto:hosting@bayardad.com)

Mailing Address: 902 Broadway, 10<sup>th</sup> Floor, New York, NY 10010

*Effective Date: January 01, 2012*