



AI Screening Assistant (Lucy) – Terms of Service

These Terms of Service are the terms and conditions on *which Talent International Holdings Pty Ltd* (ABN 28 131 419 577) (Talent) makes available its artificial intelligence screening assistant, known as Lucy (the Screening Assistant). As a person who chooses to use the Screening Assistant (referred to in these Terms of Service as either you or the Candidate), you must read these Terms of Service carefully before you begin a screening conversation. These Terms of Service contain important information, including information about how the Screening Assistant operates, how your personal information is collected and handled, the limits of automated processing, and limitations of liability. If you do not understand these Terms of Service, or if you have any questions, please contact the Talent consultant responsible for the role advertisement or log an enquiry at lucy@talentinternational.com. These Terms of Service are a legally binding agreement between you and Talent and incorporate our Privacy Policy (available on the Talent website at <https://www.talentinternational.com/privacy-policy/>). Please read these Terms of Service carefully and keep a copy for future reference.

Use of the Screening Assistant is entirely optional. If you do not wish to use it, you may complete your screening with a Talent consultant during business hours, and choosing to do so will not disadvantage your application in any way.

1. General Terms

1.1 Talent is the owner and operator of the Screening Assistant. You acknowledge and agree that Talent enters into these Terms of Service in its own right and as agent for Talent's related entities and affiliates, including but not limited to entities under the AVEC Global, Scale by Avec, Solve by Talent, Outback Talent and RISE by Talent brands.

1.2 By ticking the checkbox presented to you before a screening conversation begins, you agree and consent to these Terms of Service. Talent will present these Terms of Service and the Privacy Policy to you before the first question is asked and before any information is collected from you by the Screening Assistant. If you do not agree with these Terms of Service, you must not commence or continue a screening conversation, and you may complete your screening with a Talent consultant instead.

1.3 The Screening Assistant is an automated conversational system operated by Talent. It is not a natural person, it is not an employee of Talent, and it does not hold the authority of a Talent consultant. Talent will identify the Screening Assistant to you as Lucy at the commencement of, and throughout, each screening conversation, so that you know at all times that you are interacting with an automated system rather than with a Talent consultant.

1.4 The Screening Assistant is made available to give you a way to begin a screening conversation outside standard business hours, at a time that suits you, when a Talent consultant is not available. Its purpose is to help Talent understand whether you are logistically a good fit for a role (for example, by location) and whether your skills and experience align with that role. It is a preliminary screening tool only.



1.5 Nothing in these Terms of Service, and nothing said to you by the Screening Assistant, constitutes an offer of employment or engagement, a representation or promise that you will be shortlisted, submitted to a client or placed in a role, or advice of any kind (including career, legal, financial, taxation, immigration or migration advice).

1.6 By using the Screening Assistant you confirm that you are lawfully entitled to work in the jurisdiction in which you are seeking a role, and that you are of an age at which you may lawfully be engaged in that work.

1.7 Talent may modify, suspend or withdraw the Screening Assistant, in whole or in part, at any time and without notice. Talent does not warrant that the Screening Assistant will be available at any particular time, and it may be unavailable because of maintenance, defect, or events beyond Talent's reasonable control. Where the Screening Assistant is unavailable, you may complete your screening with a Talent consultant.

1.8 Talent reserves the right to suspend or terminate your access to the Screening Assistant if Talent reasonably believes that you have:

- (a) breached these Terms of Service;
- (b) engaged, or are suspected of having engaged, in conduct that does not constitute fair use of the Screening Assistant;
- (c) engaged, or are suspected of having engaged, in conduct that is or is suspected to be fraudulent in relation to a screening conversation or an application for a role; or
- (d) engaged, or are suspected of having engaged, in inappropriate conduct, behaviour or actions (including but not limited to any action that results in legal proceedings) that undermines the legitimate interests of Talent or the Screening Assistant.

1.9 Suspension or termination of your access to the Screening Assistant does not of itself withdraw or determine any application you have made for a role. Where your access is suspended or terminated, you may complete your screening with a Talent consultant.

1.10 Talent may revise these Terms of Service at any time by updating these Terms of Service and publishing them on the page from which the Screening Assistant is made available. The version of these Terms of Service published and accepted by you at the time you commence a screening conversation governs that conversation. Where Talent revises these Terms of Service in a manner that materially affects the handling of information you have already provided, Talent will notify you of the revision 30 days prior to the revision becoming effective.

1.11 These Terms of Service are governed by the laws in force in the State of New South Wales, Australia, and the parties submit to the non-exclusive jurisdiction of the Courts exercising jurisdiction in that State. Nothing in this clause 1.11 limits any right you may have under the law of New Zealand, or of any other jurisdiction in which you are located, that cannot lawfully be excluded.

1.12 Talent may subcontract any of its obligations under these Terms of Service without notice (but remains responsible to you for ensuring those obligations are met). This includes engaging third party technology suppliers to host, operate or support the Screening Assistant.



1.13 If any part of these Terms of Service is unenforceable, this will not affect the enforceability of any other part of that provision or any other provision. The part deemed invalid will be severed from these Terms of Service and the remainder of these Terms of Service will continue to be valid and enforceable.

2. Voluntary Use, Alternatives and Accessibility

2.1 Use of the Screening Assistant is entirely optional, and choosing not to use it will not disadvantage your application. Talent will not treat a decision not to use the Screening Assistant as a withdrawal of your application, and will not record or apply that decision as a negative factor in any assessment of your suitability for a role.

2.2 A human screening path is available to you at all times. A screening conversation with a Talent consultant remains available to you during office hours, and Talent does not require any candidate to use the Screening Assistant as a condition of being considered for a role. If you would prefer to speak with a Talent consultant, you may contact the consultant responsible for the role advertisement.

2.3 You may end a screening conversation at any time and for any reason. Where you end a conversation before completing it, a transcript of the part of the conversation that has taken place may still be provided to the relevant Talent consultant in accordance with clause 7, and you may ask Talent to delete that transcript under clause 7.5.

2.4 You may retake the screening conversation as many times as you need in order to correct or update your answers. If you would like to add further context, or need further assistance, contact the Talent consultant responsible for the role.

2.5 Talent acknowledges that conversational interfaces do not suit every candidate equally, and that candidates with speech or language differences, candidates for whom English is not a first language, and candidates with a disability may be disadvantaged by them. If you require a reasonable adjustment, or would prefer another way to complete your screening, you should tell the Talent consultant responsible for the role. Talent will provide an alternative means of completing your screening, and choosing an alternative will not disadvantage your application.

2.6 If you would prefer to complete your screening in a language other than the language in which the Screening Assistant operates, or with the assistance of an interpreter, contact the Talent consultant responsible for the role.

2.7 If at any point you are not comfortable continuing a screening conversation, you may stop and contact the Talent consultant responsible for the role, or email lucy@talentinternational.com.

3. How the Screening Assistant Operates

3.1 Questions that the Screening Assistant asks on behalf of Talent are written by Talent representatives after they have identified the requirements of the role that defines a candidate's eligibility. The Screening Assistant further creates questions with the assistance of artificial



intelligence and is based on the requirements of the specific job description details being applied for as entered into the Screening Assistant by Talent.

3.2 The Screening Assistant conducts the screening conversation in writing and by voice and records the voice component, following which the Screening Assistant creates a written transcript of that conversation. By accepting these Terms of Service, you consent to Talent recording and storing your voice recording in accordance with Talent's Privacy Policy (<https://www.talentinternational.com/privacy-policy/>).

3.3 The information the Screening Assistant collects from you is limited to information that has a clear role in the recruitment process. Depending on the role for which you have applied, that information may include, but is not limited to, the following details:

- (a) your location, and your willingness and ability to travel to or relocate for the role;
- (b) your availability, notice period and any upcoming leave;
- (c) your entitlement to work in the relevant jurisdiction, including your visa status;
- (d) your skills, qualifications, certifications and relevant experience;
- (e) your remuneration expectations and preferred working arrangements; and
- (f) other information relevant to your suitability for the role for which you have applied.

3.4 You should not provide sensitive information to the Screening Assistant unless the Screening Assistant expressly asks you for it. Sensitive information has the meaning given to it in the Privacy Policy and includes health information (including medical check results), whether you have a criminal record (including associated check results), racial or ethnic origin, sexual orientation and membership of a profession or trade association. If you consider that sensitive information is relevant to your application, you should raise it with the Talent consultant responsible for the role rather than with the Screening Assistant.

3.5 The Screening Assistant does not make hiring decisions. It does not decide whether your application proceeds, it does not reject an application, and it does not remove you from consideration for a role. No decision about your application is made solely by automated means.

3.6 The Screening Assistant may not understand or respond appropriately to every input, and it may produce responses that are incomplete or incorrect. You should not rely on any statement made by the Screening Assistant about a role, its terms, the remuneration payable, or the status of your application without confirming that statement with the Talent consultant responsible for the role.

3.7 Talent controls the page on which the Screening Assistant is made available and the point in the process at which these Terms of Service and the Privacy Policy are presented to you. They are presented to you before a screening conversation begins.

3.8 Talent may change the question set, the configuration or the underlying technology of the Screening Assistant from time to time. Clause 3.1 applies to every question set, whenever it is introduced.



4. Human Accountability and Review

4.1 The relevant Talent consultant reviews your interaction with the Screening Assistant once they are next available. That consultant reviews your responses, applies their own judgement and determines the appropriate next step. If the consultant requires further information or context, they will follow up with you directly.

4.2 Artificial intelligence may support Talent's recruitment process, but Talent's people remain accountable for reviewing information and applying judgement. Accountability for the handling and the outcome of your screening rests with the Talent consultant responsible for the role, and not with the Screening Assistant.

4.3 Where Talent submits you to a client for a potential position, the hiring decision remains with the client.

4.4 Talent assesses each artificial intelligence tool it uses against evidence. Where a tool does not meet Talent's standards, Talent will refine it or cease using it.

4.5 If something does not look right, including where you believe the Screening Assistant has misunderstood you, has recorded your answers incorrectly, or has behaved in a way you did not expect, you may contact the Talent consultant who listed the job advertisement or email lucy@talentinternational.com.

4.6 You may request that a Talent consultant review any screening conversation you have had with the Screening Assistant. Talent will not treat the making of such a request as a negative factor in the assessment of your application.

5. Your Obligations and Warranties

5.1 By using the Screening Assistant, you represent and warrant to Talent that:

- (a) you are duly authorised to work in the jurisdiction for which you apply for work (whether due to your citizenship, by holding an appropriate visa or otherwise) and you will provide any necessary documentation to establish that authority at any time on request;
- (b) all details you provide to Talent through the Screening Assistant are true and correct and do not contain any misleading or deceptive information;
- (c) you are the person to whom the application relates, you are participating in the screening conversation personally, and you are not using any automated tool, script or artificial intelligence agent to generate your responses; and
- (d) you are entitled to provide any information you give about a third party (including any referee), and where required you have obtained that person's consent to its provision.

5.2 You are solely responsible for ensuring the suitability, accuracy and currency of all information provided by you through the Screening Assistant, and you are solely responsible for updating that information as soon as reasonably practicable if it changes.



5.3 You agree to indemnify, defend and hold Talent harmless for any liabilities or claims arising as a result of details provided by you through the Screening Assistant that are untrue, misleading, deceptive or incorrect.

5.4 In using the Screening Assistant, you must not:

- (a) interfere with, probe, reverse engineer or attempt to manipulate the Screening Assistant or the model that supports it, including by submitting instructions designed to alter its behaviour, to extract its underlying prompts or configuration, or to cause it to produce output inconsistent with its intended purpose;
- (b) submit content that is unlawful, defamatory, abusive, obscene, discriminatory, harassing, offensive, racially or sexually vilifying, pornographic or otherwise indecent or harmful;
- (c) use the Screening Assistant for any purpose other than participating in a screening conversation for a role for which you are a genuine applicant; or
- (d) submit content that infringes the intellectual property rights of any third party, or that breaches a duty of confidence owed by you to any person, including a current or former employer or client.

5.5 You must not disclose to the Screening Assistant any information that is confidential to a current or former employer or client, or that you are otherwise not permitted to disclose.

6. Privacy and Personal Information

6.1 Talent handles all personal information collected through the Screening Assistant in accordance with the Talent International Privacy Policy, published on the Talent website at <https://www.talentinternational.com/privacy-policy/> (Privacy Policy). The Privacy Policy is incorporated into, and forms part of, these Terms of Service. Where there is an inconsistency between these Terms of Service and the Privacy Policy in relation to the handling of personal information, the Privacy Policy prevails to the extent of that inconsistency.

6.2 The use of artificial intelligence does not change Talent's responsibility to handle your information carefully. Talent complies with applicable privacy and data protection laws in the jurisdictions in which it operates, including the *Privacy Act 1988 (Cth)* and the Australian Privacy Principles (APPs), and the *Privacy Act 2020 (NZ)* and the Information Privacy Principles (IPPs). The APPs are contained in Schedule 1 of the Privacy Act 1988 (Cth) and are available from the Office of the Australian Information Commissioner. The New Zealand IPPs are contained in Part 3 of the *Privacy Act 2020 (NZ)* and are available from the Office of the Privacy Commissioner.

6.3 Talent collects the information you provide during a screening conversation, together with the transcript of that conversation, for the purposes described in the Privacy Policy. Those purposes include assessing your suitability for a role, submitting your details to a client for a potential position, notifying clients of your skills and other attributes and your availability for future positions, and otherwise providing recruitment services to you. Talent only collects and uses information that has a clear role in the recruitment process.

6.4 Talent may disclose the information collected through the Screening Assistant, including your transcript, to the persons and for the purposes set out in the Privacy Policy. Those



recipients include Talent's clients and prospective clients, Talent's related entities and affiliates, and the third party service providers engaged by Talent to host, operate or support the Screening Assistant.

6.5 Your personal information may be transferred overseas for the purposes and processes described in the Privacy Policy, and the list of countries to which your personal information may be sent and in which it may be stored is published with the Privacy Policy. As a user of the Screening Assistant you authorise Talent to disclose your job seeking information in the jurisdiction in which you are seeking a role, and in any other jurisdiction in which you are seeking a role. You acknowledge that, on the basis of your consent to disclosure of your job seeking information in any other jurisdiction, local jurisdictional privacy laws may not apply, and that information may not be protected in those other jurisdictions so as to provide comparable safeguards.

6.6 If you do not provide the information the Screening Assistant asks for, Talent may not be able to assess your suitability for the role, and you may need to complete your screening with a Talent consultant.

6.7 To the extent authorised by privacy legislation and other applicable laws, you may access and seek amendment of the personal information Talent holds about you. Please contact Talent's Privacy Inquiry Service at privacy@talentinternational.com if you wish to obtain a copy of the Privacy Policy, request access to or seek amendment of your personal information, enquire generally about your privacy rights and obligations, provide feedback in respect of Talent's handling of personal information, or make a complaint. You may alternatively contact Talent's APAC Head Office on +61 2 9223 9855.

6.8 Talent takes your privacy concerns seriously. If you have a complaint regarding Talent's handling of your personal information, including information collected through the Screening Assistant, you may file a complaint with the Privacy Inquiry Service as set out in clause 6.7. Talent will confirm receipt of your complaint and, if necessary, will open an investigation into it, and will contact you with the result of that complaint as soon as possible. The Privacy Policy sets out the further steps available to you in the unlikely circumstance that Talent is unable to resolve your complaint to your satisfaction.

6.9 Talent takes reasonable steps to protect the information collected through the Screening Assistant. However, as set out in the Privacy Policy, no transmission of information across the internet can be guaranteed to be secure, and information you transmit to Talent across the internet is transmitted at your own risk.

7. Transcripts, Records and Retention

7.1 The Screening Assistant creates a written transcript of your screening conversation and shares that transcript with the relevant Talent consultant for review.

7.2 Your transcript can be accessed by the relevant Talent consultant and by other authorised Talent employees who need it in order to support your application.



7.3 No audio recording of your screening conversation is retained by Talent.

7.4 Your transcript, and the information you provide through the Screening Assistant, are recorded against your candidate record and retained in accordance with the retention provisions of the Privacy Policy. Talent may be subject to legal and regulatory requirements in relation to the retention of information collected under the Privacy Policy. Subject to those requirements, Talent will only retain your personal information for such a period as is reasonably necessary or as otherwise permitted by applicable law.

7.5 You may request deletion of the transcript of a screening conversation by contacting the Talent consultant responsible for the role or the Privacy Inquiry Service. Talent will action that request to the extent it is able to do so consistently with its legal and regulatory obligations, and will tell you where it is unable to do so and the reason why.

7.6 If you believe that a transcript, or any information recorded from a screening conversation, is incorrect or out of date, you may retake the screening conversation under clause 2.4, contact the Talent consultant responsible for the role, or email privacy@talentinternational.com to request an update.

7.7 Talent will not use the content of your screening conversation, or any transcript of it, to train, fine tune or otherwise develop a general purpose artificial intelligence model, and Talent requires the technology suppliers engaged by it to contract on the same basis.

8. Intellectual Property

8.1 All intellectual property in the Screening Assistant, including its question sets, conversation flows, configuration, software, branding and content, belongs or is licensed to Talent or its affiliates. As a user of the Screening Assistant you obtain no interest in that intellectual property. That content may be protected by Australian, New Zealand and international copyright and other intellectual property laws, and you may not do anything which interferes with or breaches those laws or the intellectual property rights in that content.

8.2 You may retain a copy of the transcript of your own screening conversation for your personal, non-commercial use, provided you do not modify it in any way. All rights not expressly granted under these Terms of Service are reserved by Talent. Unless expressly stated otherwise, or as permitted under the *Copyright Act 1968 (Cth)* or the *Copyright Act 1994 (NZ)*, you are not permitted to copy, reproduce, republish or distribute the question sets, content or output of the Screening Assistant without the copyright or trade mark owner's permission.

8.3 The Talent name, the Talent logo, the name Lucy and other identifiers may be registered trade marks or other intellectual property of Talent or its related bodies corporate. Other trade marks may be displayed from time to time and may belong to third parties. Nothing displayed in connection with the Screening Assistant is to be construed as granting any licence or right of use of any logo or trade mark without the express written permission of the relevant owner.



8.4 You grant Talent a non-exclusive, royalty free licence to use, reproduce and store the content you submit during a screening conversation for the purposes set out in these Terms of Service and the Privacy Policy.

9. Liability and Indemnity

9.1 Talent does not exclude any rights, remedies, guarantees, conditions or warranties in respect of goods or services under the *Australian Competition and Consumer Act 2010 (Cth)* or equivalent State or Territory legislation, or under the *Consumer Guarantees Act 1993 (NZ)* or the *Fair Trading Act 1986 (NZ)* where those Acts apply, which cannot be excluded, restricted or modified. However, Talent excludes all other rights, remedies, guarantees, conditions and warranties in respect of goods or services arising from your use of the Screening Assistant, whether based in statute, common law or otherwise, to the extent permitted by law. To the fullest extent possible:

(a) Talent does not warrant the accuracy, completeness or reliability of any output of the Screening Assistant. Any output is provided to you on an "as is" and on an "as available" basis and on the condition that you take all responsibility for assessing its accuracy and rely on it at your own risk. The Screening Assistant and its content may be changed at Talent's sole discretion and without notice; and

(b) Talent has no responsibility or liability in relation to any loss or damage that you incur, including loss of opportunity, loss of profits, interruption of business, loss of data on your information handling system or other damage to your software or hardware, arising from your use of or access to the Screening Assistant, except as set out in these Terms of Service.

9.2 Talent does not warrant that the functions contained in the Screening Assistant will be uninterrupted or error free, that defects will be corrected, or that Talent or the server that makes the Screening Assistant available are free from viruses or other harmful and destructive material.

9.3 Nothing in this clause 9 limits or qualifies the human review and accountability set out in clause 4, or Talent's obligations in respect of personal information set out in clause 6 and the Privacy Policy.

9.4 To the extent permitted by law, Talent's liability for any breach of a term or condition implied by law is limited at Talent's discretion:

(a) if the breach relates to goods, to replacing, repairing or supplying goods equivalent to those goods, or paying the cost of replacing or repairing them or acquiring equivalent goods; or

(b) if the breach relates to services, to resupplying, or paying the cost of resupplying, those services.

9.5 You indemnify Talent and its affiliated companies, and each of their directors, officers, employees and agents, against any action, claim, loss, liability (including tax) or expense which it incurs and which arises from or in connection with your use of the Screening Assistant in breach of these Terms of Service, or in a negligent or fraudulent manner.



9.6 Talent may contract or arrange for third parties to provide the whole or part of the Screening Assistant and any related services to you.

9.7 You agree that, in entering into these Terms of Service, Talent is acting as the agent of and trustee for each of its employees, officers, agents, clients and subcontractors, and each of those persons is deemed to be a party to these Terms of Service for the purpose of entitling each of them to enforce, have the benefit of and rely upon these Terms of Service.

10. Third Party Content and Links

10.1 The Screening Assistant is supported by third party technology which is subject to that third party's terms and conditions of use. Nothing in these Terms of Service should be construed as granting any licence or right for you to use that technology.

10.2 The page on which the Screening Assistant is made available may include links to third party sites which are not related to Talent and in relation to which Talent has no control or interest. The appearance of those links does not indicate any relationship between Talent and that third party, or any endorsement by Talent of that third party, its site or the products or services it advertises. You should take appropriate action to ensure that your access to, and use of, the Screening Assistant and other websites is protected against, and free from, viruses, worms, trojan horses and other harmful and destructive material.

10.3 Any publication of email addresses in connection with the Screening Assistant is for the purpose of professional communication only. Talent's email addresses, and any other party's email addresses or contact details, must not be used to send unsolicited commercial messages.

11. Fees and Support

11.1 No fees will be charged by Talent for participation in or use of the Screening Assistant. You are responsible for your own costs of internet access and for any device you use to access it.

11.2 Talent reserves the right to correct information recorded through the Screening Assistant if Talent believes that a clerical, transcription or other error has occurred.

11.3 For additional support regarding the Screening Assistant, please contact the Talent consultant responsible for the role advertisement or log an enquiry at lucy@talentinternational.com . For enquiries concerning your personal information, contact the Privacy Inquiry Service at privacy@talentinternational.com .

These Terms of Service are valid as of 1st October 2026.