## Introduction to Indeed's Terms and Services

Each time you access or use Indeed’s online and/or mobile services and websites, including but not limited to any Indeed mobile application and browser extension or plugin (collectively the “Indeed Apps”), regardless of where it is downloaded from, and any software, service, feature, product, program and element provided by or on behalf of Indeed on or in connection with such services or websites (collectively, the “Site”), including, but not limited to, any products, programs, and services described in these Terms of Service, (a) you represent that you have read and understand the Cookie Policy and Privacy Policy; and (b) you are agreeing to the terms and conditions of these Terms of Service (the “Agreement”) then in effect with the following entity or entities:

* Indeed Brasil Pesquisa de Empregos Ltda., Rua Fidêncio Ramos, 302, Torre B, 12º andar, São Paulo, SP, 04551-010, Brasil, solely if and when you are in Brazil (“Indeed Brazil”), and/or
* Indeed, Inc., 6433 Champion Grandview Way, Building 1, Austin, TX, 78750, USA, if and when you are in the United States or if you are a Publisher (“Indeed, Inc.”), and/or
* Indeed India Operations (Pte.) Ltd., Ground Floor, Block C, Divyasree Omega Hitech City Road, Kondapur, Hyderabad TG 500084 India, solely if any, if and when you are in India (“Indeed India”), and/or
* Indeed Singapore Operations (Pte.) Ltd., 10 Collyer Quay #24-01, Ocean Financial Centre, Singapore 049315, solely with respect to Employer’s use of the Indeed Ads Program and Indeed Resume Search Program, if any, if and when you are in the [Asia-Pacific Region](https://www.indeed.com/legal?hl=en#asiaPacificList)\* (unless you have an insertion order issued by another Indeed entity, in which case you will contract with Indeed Ireland) (“Indeed Singapore”), and/or
* Indeed Hire Singapore Pte. Ltd., 10 Collyer Quay #24-01, Ocean Financial Centre, Singapore 049315, solely with respect to employment placement services, if any, if and when you are in Japan. (“Indeed Hire Singapore”), and/or
* Indeed UK Operations Ltd., 20 Farringdon Road, 3rd Floor, London EC1M 3HE, United Kingdom, solely if and when you are supported primarily by Indeed’s UK office, and/or
* Indeed France SAS, 29 Rue de Berri, Washington Plaza – 4th floor, 75008 Paris, France, solely if and when you are supported primarily by Indeed’s office in France, and/or
* Indeed Canada Corp., 2 Bloor West, 12th Floor, Toronto, ON M4W3E2, Canada, solely if and when you are supported primarily by Indeed’s offices in Canada, and/or
* Indeed Italy S.r.l., Piazza Filippo Meda 3, Milano, CAP 20121, Italy, solely if and when you are supported primarily by Indeed’s office in Italy, and/or
* Indeed Ireland Operations Limited, 124 St. Stephen’s Green, Dublin 2, Ireland, in all other respects (“Indeed Ireland”).

Any references to “Indeed” or “we” in this Agreement shall mean the applicable entity as set forth above.

\*For the purposes of this Agreement, the Asia-Pacific Region is defined as the following countries and territories: American Samoa, Antarctica, Australia, Bangladesh, Bhutan, Brunei, Cambodia, China, Christmas Island, Cocos Islands, Cook Islands, East Timor, Fiji, French Polynesia, French Southern Territories, Guam, Heard Island and McDonald Islands, Hong Kong, Indonesia, Japan, Kiribati, Laos, Macao, Malaysia, Maldives, Marshall Islands, Micronesia, Mongolia, Myanmar, Nauru, Nepal, New Caledonia, New Zealand, Niue, Norfolk Island, Northern Mariana Islands, Pakistan, Palau, Papua New Guinea, Philippines, Pitcairn, Samoa, Singapore, Solomon Islands, South Georgia and the South Sandwich Islands, South Korea, Sri Lanka, Taiwan, Thailand, Tokelau, Tonga, Tuvalu, Vanuatu, Vietnam, Wallis and Futuna.

The Site is made available for use only by individuals searching for employment openings, or services or information related to their personal employment or job search (“Job Seekers”), by individuals and/or organizations seeking information related to hiring or human resources, seeking Job Seekers, or seeking to make available information regarding employment openings, on their behalf or other’s behalf, including but not limited to agencies purchasing for multiple parties and employment agencies (“Employers”), and by individuals and/or organizations seeking to participate in the Indeed Publisher Program (“Publishers”). Indeed may also act as an employment agency on behalf of Employers who purchase such services, through its affiliates such as Indeed Hire, Inc. and Indeed Hire Singapore. You acknowledge and agree that your license to use the Site is automatically revoked upon your attempt to use the Site for any other purpose. If you are accessing or using the Site in your capacity as an employee or other representative of an Employer or Publisher, you are agreeing to this Agreement on behalf of yourself and such Employer or Publisher, as applicable, and you represent and warrant that you have the authority to bind such Employer or Publisher, as applicable, to this Agreement. If you are using assistive technology to access the Site and you need help, you can call Indeed at 1-800-462-5842 (United States) or 1-866-439-8615 (Canada), or [contact us](https://www.indeed.com/support/contact?primaryCategory=Accessibility%20). You acknowledge that Indeed owns a copyright in the Site, Indeed Apps, and Services, including in compilations of information available through any of the foregoing.

We may change this Agreement by notifying you of such changes by any reasonable means, including by posting a revised Agreement through the Site. Any such changes will not apply to any claim brought prior to the date on which we posted the revised Agreement incorporating such changes, or otherwise notified you of such changes. Your access to or use of the Site following any changes to this Agreement will constitute your acceptance of such changes. The “*Last Updated*” legends in each section of the terms and conditions indicate when this Agreement was last changed. We may, at any time and without liability, modify or discontinue all or part of the Site (including access to the Site via any third-party links); charge, modify or waive any fees required to use the Site; or offer opportunities to some or all Site users.

Please note that Indeed and its affiliates are directly or indirectly owned by a publicly traded Japanese parent company, [Recruit Holdings Co., Ltd](https://recruit-holdings.com/).

We are committed to ensuring that there is no modern slavery or human trafficking in our supply chains or in any part of our business. Please view our [full Modern Slavery Act statement](https://www.indeed.co.uk/legal/anti-slavery?hl=en&co=US) for more details.

You can view the [Indeed India Operations Private Limited Corporate Social Responsibility Policy](https://www.indeed.co.in/legal/corporate-social-responsibility-policy?hl=en&co=US).

This Agreement hereby incorporates by this reference any additional terms and conditions posted by Indeed through the Site, or otherwise made available to you by Indeed. In particular:

* If you access or use the Indeed Ads Program, you are agreeing to be bound by the [Indeed Ads Program Terms](http://www.indeed.com/legal?hl=en#adsprogram)
* If you access or use the Indeed Resume Search Program, you are agreeing to be bound by the [Indeed Resume Search Program Terms](http://www.indeed.com/legal?hl=en#resume)
* If you access or use Indeed Targeted Ads, you are agreeing to be bound by the [Indeed Targeted Ads Terms](http://www.indeed.com/legal?hl=en#ita)
* If you access or use the Indeed Assessments, you are agreeing to be bound by the [Indeed Assessment Terms](https://ie.indeed.com/legal?hl=en&redirect=true#assessments)
* If you access or use the Indeed API(s), you are agreeing to be bound by the [Indeed API Terms](https://ie.indeed.com/legal?hl=en&redirect=true#api)
* If you access or use the Indeed for Chrome Extension, you are agreeing to be bound by the [Indeed Chrome Terms](https://ie.indeed.com/legal?hl=en&redirect=true#chrome)
* If you access or use the Indeed Hiring Events, you are agreeing to be bound by the[Indeed Hiring Events Terms](https://ie.indeed.com/legal?hl=en&redirect=true#hiringevents)
* If you access or use the Indeed Hiring Platform, you are agreeing to be bound by the [Indeed Hiring Platform Terms](https://ie.indeed.com/legal?hl=en&redirect=true#hiringevents)
* If you access or use the Indeed IQ Tool, you are agreeing to be bound by the [Indeed IQ Tool Terms](https://ie.indeed.com/legal?hl=en&redirect=true#indeediq)
* If you access or use the Zapinfo service, you are agreeing to be bound by the [Zapinfo Terms](https://ie.indeed.com/legal?hl=en&redirect=true" \l "zapinfo)
* If you access or use the Indeed Business Perks Program, you are agreeing to be bound by [Indeed Business Perks Participant Terms](https://ie.indeed.com/legal?hl=en&redirect=true#participantterms)
* If you access or use the Indeed Publisher Program, you are agreeing to be bound by the [Indeed Publisher Program Terms](http://www.indeed.com/legal?hl=en#publisher)
* For all other uses of the Site, you are agreeing to be bound by the [Indeed General Terms of Service](https://www.indeed.com/legal?hl=en&redirect=true).
* For more information on Indeed’s Terms, please see our Indeed [Terms FAQ](https://www.indeed.com/legal/termsfaq?hl=en&co=US).

## Indeed General Terms of Service

**Last Updated: June 4, 2021**

### **A. Terms of Service for Job Seekers**

#### 1. Job Ads or Job Listings

Indeed may make available Job Ads advertising employment opportunities and other job-related content, including links to third-party websites (“Job Listings” or “Job Ads”), through Indeed’s search results or otherwise through the Site. Searching for Job Ads on Indeed is free for Job Seekers. Job Ads are created and provided by third parties over whom Indeed exercises no control; you acknowledge and understand that Indeed has no control over the content of Job Ads, links to or from Job Ads, or any conditions third parties might impose once a Job Seeker has submitted an application or left the Site. For example, some of these third parties may attempt to charge Job Seekers a fee to apply to a particular job, although Indeed endeavors not to make such Job Ads available on the Site. If you leave the Indeed Site and choose to enter a third-party website, you accept any terms and conditions imposed by that third-party. Employer websites may have conversion trackers or other functionality provided by Indeed, which informs us that an application has been completed on an Employer site. An Employer who installs such functionality is required under this Agreement to provide any notice, and obtain any prior consent, that may be required by applicable law. However, you acknowledge and agree that Indeed has no control over such an Employer or its website. You agree to Indeed’s use of, and receipt of information from, any such conversion tracker functionality. Except for sponsored, featured or paid placements, the Job Ads contained on, or linked from, the Site are indexed or posted in an automated manner. Indeed has no obligation to screen any Job Ads, or to include any Job Ads, in its search results or other listings, and may exclude or remove any Job Ads from the Site or your search result for any or no reason. You understand and agree that Indeed has no obligation to present you with any or all Job Ads. We cannot confirm the accuracy or completeness of any Job Ad or other information submitted by any Employer or other user, including the identity of such Employer or other user. Indeed assumes no responsibility, and disclaims all liability for the content, accuracy, completeness, legality, reliability, or availability of any Job Ads, Company Pages, screener questions and responses, and assessments. Additionally, Indeed may provide search options to narrow down Job Ads search results by job type categories (i.e. full-time, part-time, etc.), and such categories are created independently and entirely by Indeed, and may not directly or accurately reflect the content of the Job Ads. Indeed may reformat Job Listings so that you may read them more clearly on a mobile phone. Placement of a Job Ad on a certain page (for example, on Indeed Gigs) is not a representation regarding the nature of the role for legal purposes. While Indeed may in some circumstances be compensated by employers who post Job Ads, helping keep Indeed job search free for Job Seekers, all Job Ads are considered advertising. Indeed displays Job Ads based on a combination of employer bids and relevance, such as search terms, and other information provided and activities conducted on Indeed. You are not permitted to use Indeed’s Site or its content other than for non-commercial purposes. For purposes of this Section A of the Indeed General Terms of Service, all references to “you” or “your” shall mean you, the individual or organization accessing this Site in your capacity as a Job Seeker. Indeed may provide functionality to call a telephone number contained in a Job Ad using the phone app on a mobile device. Indeed cannot guarantee that the extracted phone number is the correct phone number for the Employer or for the Job Ad you are viewing.

#### 2. Resumes, Profile, and Recommended Jobs

By creating a public resume through the Site (“Indeed Resume”) or uploading a file resume on the Site (collectively, “Your Resume” or “Job Seeker Resume”), you are requesting and authorizing Indeed to make available Your Resume to third parties, such as Employers, that Indeed believes may have an interest in Your Resume. If you do not want Indeed to make available Your Resume to third parties or if you do not want Employers to contact you, set your Indeed Resume and uploaded file resume to private. Setting Your Resume to private will not affect your previous applications or prevent employers you responded to from contacting you. You can read more about resume privacy [here](https://hrtechprivacy.com/brands/indeed#s4-4).

By creating an Indeed Resume or uploading a file resume on Indeed, Indeed may share with you Job Ads that match the contents of Your Resume. Indeed may also highlight to you items in Your Resume that may match qualifications from the Job Ad, or highlight to you items that appear in the Job Ad and may be missing from Your Resume. These highlights do not mean you are or are not qualified for the job or that you should or should not apply for it. Applying for such Job Ads does not guarantee job interviews or hiring. Even where Indeed highlights items or a Job Ad is shared with you, Indeed assumes no responsibility, and disclaims all liability for the content, accuracy, completeness, legality, reliability, or availability of Job Ads or highlights. By creating or uploading Your Resume, you are requesting and authorizing Indeed, or an Indeed vendor, to review or scan Your Resume and provide you feedback (in Indeed’s discretion), including suggested changes. Indeed assumes no responsibility and disclaims all liability for any changes you make based on any provided feedback. Indeed assumes no responsibility and disclaims all liability for the resume or application information you post, send or receive through the Site. It is your responsibility to review Your Resume to ensure it contains the right information or any information you intend to include or update. If you see any inaccuracy in any such material, it is your responsibility to correct such information or to contact Indeed to do so. It may take a few days for updates to your account or resume to be reflected. To mitigate fraud, Indeed may mask or hide your contact information, such as your email address, from Your Resume or application, for example, and may substitute it with an alias. Indeed makes no promise to you about whether all or part of your contact info will be masked, and the decision to mask such info is in Indeed’s sole discretion. Indeed reserves the right to limit your ability to set Your Resume to public, and may toggle a public resume to private, at any time, to prevent illegal conduct, for fraud mitigation, or for any other reason in Indeed’s discretion.

If you have an Indeed account, an Indeed Resume, or an uploaded file resume, you agree that Indeed may associate Your Resume data with your profile on Indeed (“Indeed Profile”). Your Indeed Profile consists of information you provide on the Site in the “Profile” section of your account. This includes your Indeed Resume, your scores on any Indeed Assessments you may have taken and any information in the “About me” section, such as your desired job title, job types, work schedule, whether you are ready to work, or pay. Information in your Indeed Profile, except for information about your desired salary or as otherwise indicated on the Site, may be available to third parties, such as Employers. If you do not want Indeed to make your Indeed Profile available to third parties or if you do not want Employers to contact you, set your Indeed Resume and uploaded file resume to private or remove Your Resume. Your response to an Indeed Assessment will be associated with your Indeed Profile. You may choose whether your Indeed Assessment response is available to Employers viewing your Indeed Profile. You can enable the ready to work feature on your profile to let Employers know that you can start work immediately. After 60 days, we will automatically remove that feature from your profile, but you can manually enable it again.

Indeed may also automatically send you recommended jobs via the email address you use to create an Indeed account or apply to a job. Indeed may determine what these recommended jobs are on the basis of a variety of factors, including but not limited to, any information you input on the Site about yourself (including in Your Resume), searches you run on the Site, jobs you click on, jobs you apply to, or the materials you provide in a job application to an Employer through Indeed.

#### 3. Applying to Jobs Through Indeed

Any resume or application information that you submit through the Site, including Personal Data included in a resume, application or responses to screener questions and assessments (“Indeed Apply”), is subject to this Agreement (including Section D.3.) and to Indeed’s Privacy Policy. Once you provide information to an Employer (whether in the form of a job application, resume, email, or otherwise), Indeed does not have control over the Employer’s use or disclosure of that information. If you want to request the Employer delete, modify, or maintain confidence over any such information, you must make such a request directly to the Employer. (All references on the Site to “Apply Now”, “Easily Apply”, “Simple Apply”, “Apply from your phone”, “Apply with Indeed”, “RSVP to hiring event” or any similar references mean “Indeed Apply.”) Indeed may use your application materials to determine whether you may be interested in a Job Listing, and Indeed may reach out to you about such Job Listing. Indeed may store such information regardless of whether a Job Listing has been closed or is no longer available on the Site. To maintain the quality of the Site and Services, Indeed in its sole discretion may impose limits on your ability to apply to Job Listings or to other Indeed services. In addition, when you indicate your interest in a Job Listing through Indeed Apply or by RSVPing to a hiring event you are sending your resume and application information to Indeed, and you are requesting and authorizing Indeed to make available such application information to the applicable Employer(s) for such Job Listing(s). When you ask Indeed to transmit an application or a message, including, but not limited to, a signed offer letter, to an Employer via Indeed Apply or Indeed’s relay system, or store such application, you understand that this is without warranty, and that Indeed reserves the right to reformat such application or message.

You acknowledge and agree that Employers may request that Indeed assemble your application materials, resume, answers to screener questions, assessment responses and other information you provide to Indeed into one document, and you agree that in doing so, Indeed assembles these application materials on your behalf. When you apply for a job on Indeed you agree to Indeed’s performance of automated processing in relation to your application, as such processing is an essential part of this Agreement. Additionally, you consent to your application and any responses sent to you by the Employer (including offer letters) through Indeed being processed and analyzed by Indeed according to this Agreement and Indeed’s Privacy Policy.

When you apply to a job using Indeed Apply, Indeed will attempt to send your application to the contact information provided to us by an Employer or their Agent. We cannot guarantee that such messages and applications will be delivered, received, accessed, read or acted upon. Indeed also does not guarantee that any Employer will receive, be notified about, access, read or respond to any such resume or other application material, or that there will be no mistakes in the transmission or storage of the data. However, Indeed may alert you when any of the above events occur. Please note that Job Ads may expire between the time you submit your application and from the time it is received. Indeed has no responsibility for expired Job Ads or for delivering applications prior to a Job Ad’s expiration. In addition we cannot vouch for the validity of the contact information provided to us by Employers. We also cannot vouch for the technical capabilities of any third party sites, including but not limited to Applicant Tracking Systems (ATSs). If you do not feel comfortable sending an application or messages in this manner, or having your application or messages stored on Indeed, do not use the Indeed Apply or Indeed relay functions and please send your application or messages directly to the Employer by whatever other method you so choose, including the public mail system. You may contact the Employer directly to find alternative methods of application if you do not wish to apply through Indeed. By using the Indeed Apply system, you fully consent to the above.

If you require alternative methods of screening or application you must approach the Employer directly to request such as Indeed is not responsible for the Employer application process.

By using Indeed, you agree that Indeed is not responsible for the content of the Employer’s job application, messages, screener questions, skills assessments or their format or method of delivery, and that Indeed does not guarantee receipt of your application by the Employer, or your receipt of messages from the Employer. Please note that Indeed does not choose the questions asked by Employers or decide the job qualification criteria of Employers. Some questions may be labeled as Optional, indicating only that the application may be submitted to the Employer without providing an answer. Indeed cannot guarantee that the Employer will consider such an application or make a particular determination with regard to such an application. Indeed may inform Job Seekers that an Employer’s requirement from a job description does not appear to be present on a resume or application; this information is presented without warranty and Indeed does not guarantee that updating a resume or application will result in any job offer. Indeed does not guarantee the identity of an Employer or any individuals working for any Employers, and cautions Job Seekers when applying to jobs. Indeed cannot make any guarantee regarding health and safety measures in an Employer’s hiring or interviewing process. Indeed recommends Job Seekers follow personal health and safety best practices as recommended by the World Health Organization or similar institution. **Indeed does not guarantee the validity of a job offer and cautions Job Seekers to verify the validity of a job offer before taking an adverse action regarding their current employment situations. Job Seekers are solely responsible for verifying the accuracy of any Employer or job offer.**

Indeed may use your application materials (including resumes and responses to screener questions) and the recency of your activity on Indeed to determine whether the words of any Job Seeker’s resume and answers to screener questions match the words of a Job Listing or Resume query, and vice-versa. You agree and consent that Indeed may differentiate those matching resumes and screener questions from those that do not match, and present them to Employers as matches or not matches. Indeed may also use such information in order to improve the Site or any other Indeed product or service (including by displaying or otherwise making available potentially relevant Job Listings and resumes to Job Seekers and Employers). Indeed may also highlight to you items in your prior application materials (including items in your resume and past responses to screener questions) that may match qualifications from the Job Listing, or highlight to you items that appear in the Job Listing that may not match your application materials. These highlights do not mean you are or are not qualified for the job or that you should or should not apply for it. Applying for such Job Listings does not guarantee job interviews or hiring. Even where Indeed highlights items or a Job Listing is shared with you, Indeed assumes no responsibility, and disclaims all liability for the content, accuracy, completeness, legality, reliability, or availability of Job Listings or highlights.

By using Indeed Apply and answering screener questions, you acknowledge that Employers may have instructed Indeed to send out rejection notices if your answers do not match the answers sought by the Employer, and you acknowledge that Indeed has no discretion in the transmission of these rejections. Indeed may offer Employers the ability to activate a feature on their account called Employer Assist. Activating Employer Assist means the Employer is instructing Indeed to send a message on the Employer’s behalf to the Job Seeker informing them that the Employer has determined not to move forward with their application. These notices are automatically sent after a period of time selected by the Employer, unless the Employer indicates to Indeed their interest in your application. You acknowledge and agree that Indeed has no discretion in the sending of these messages, and that any such messages are solely a result of the Employer’s decision to activate Employer Assist and to not take an action on your application on Indeed within the time period selected by the Employer. Any interactions the Employer has directly with you and not through a tool provided by Indeed (for example, calling or emailing you directly instead of through an Indeed Relay Service) are not visible to Indeed, and would not by themselves prevent an Employer Assist rejection notice from being sent.

When you search for jobs on the Indeed Job Search app and proceed to apply for a job, including jobs on third party sites, Indeed may suggest information from your Indeed profile to include in your application. It is your responsibility to review suggestions before accepting them and including them on your application.

For Job Seekers located in Japan, you acknowledge that when contacted by Indeed, presented as Indeed Hire (hereinafter referred to as “Indeed Hire Japan”), Indeed is acting as an employment placement business provider (as defined under applicable law). Indeed Hire Japan offers the services in accordance with these terms and the rules set forth in its website. Indeed Hire Japan will only send you Job Listings that Indeed Hire Japan determines may be of interest to you. You may also end your relationship with Indeed Hire Japan at any time.

#### 4. Communications and Other Actions on the Site

When you view, send, store or receive materials (including Job Listings, resumes, messages, applications, questions and responses in applications, and any other information) through or using the Site, Indeed may, for example, use such materials for data analysis, quality control, or to refine the Site or any other Indeed product or service (including to provide better search results and other listings for Job Seekers and Employers), whether via automated means or otherwise. When an Employer views, sends, stores or receives materials through or using the Site, Indeed may inform you about such actions. Additionally, we may also inform you that an Employer has taken other actions with regards to a Job Ad, your Resume, or your application, such as pausing or closing a Job Ad, opening your Resume or application, viewing your Resume or application, responding to your Resume or application, and making a decision with regards to your application or Job Ad. Indeed may inform the Employer about activities you take on the Site or your use of the Site, for example, whether you are online on Indeed, and you hereby consent to Indeed taking such actions.

If you have turned on browser push notification and wish to turn them off, you may do so by visiting the settings on your browser.

Indeed may offer you the opportunity to receive a text message interview reminder from Indeed when an Employer has scheduled interviews with you. In such an event you will enter your phone number on the Indeed consent form and by entering your phone number you are representing and confirming it is your phone number and that you have the right to accept text messages at the number. Indeed will only send you a text message reminder for such interview and you agree to accept such text message reminder on your cell phone, including messages sent by automated telephone dialing system. Please note that since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. We also cannot vouch for the technical capabilities of any third parties to receive such text messages.

Indeed may also insert functionality into messages relating to your application allowing you to place calls directly to third parties. Please note this functionality is provided solely as a courtesy and that such calls are not placed through or tracked by Indeed. Your standard calling rates with your phone provider will apply.

You may receive messages, including but not limited to text messages, emails or email notifications corresponding with your or an Employer’s (in the event you applied for a job) activity on or use of the Site, Indeed Apply, Indeed Chat, or any other communications service, product, or feature provided on or through the Site. In all cases, such messages or notifications are provided solely as a courtesy, and you should not rely on them. For example, if you accept an interview request, it is your responsibility to follow up with the employer separately to ensure they know your response, do not rely on notifications through Indeed. Indeed may use your email address to create an alias email address for your communication, in lieu of displaying your actual email address to the Employer. Once an Employer has your contact info, you agree that Indeed is not responsible or liable for the manner in which the Employer uses the info. Should you choose to send an email from a third party email client, the person with whom you’re communicating may be able to see your email address, rather than the alias. Indeed disclaims all warranties with regards to the transmission or storage of such courtesy notices, does not guarantee their delivery or receipt, and does not guarantee the date or time at which they may be sent. In the event a message being sent is intended for a closed account, these messages will not be deliverable.

Indeed may enable chatbots, which allows you to take certain actions on the Site, such as apply to a job, schedule an interview, or otherwise interact with the Site, Employers, or Job Listings on our Site (“Chatbot”). You understand that the Chatbot is an automated service that does not involve human interaction. It is your responsibility to ensure the accuracy and completeness of information submitted through the Chatbot. Indeed is not responsible for any loss, damage or inconvenience arising as a consequence of the use (or inability to use) the Chatbot or from the information you submit via the Chatbot.

Indeed reserves the right to turn on or enable Indeed Chat or other communication options for select Employers or Job Listings, in its sole discretion, and to notify you that Indeed Chat or other communication options are available for a particular job or Employer. For Indeed Chat, you may access or view your messages by visiting your Indeed Chat messages dashboard. Indeed may, in its sole discretion, turn off or disable Indeed Chat for any Employer or Job Seeker at any time without prior notice. Please note that if you are using Indeed Chat to communicate with an Employer, Indeed will deliver your messages as instructed by the Employer.

#### 5. Virtual Communications

Employers may offer you the opportunity to participate in virtual and remote communications using Indeed products, including but not limited to, Indeed Interview, Indeed Hiring Platform, phone interviews, virtual meetings, and video interviews (“Virtual Interviews”). You understand that Indeed is not a telecommunications service provider and that Indeed is only providing the option for you to communicate with Employers via services that may be offered by third-party providers. Please note that since these telecommunication services may depend on the functionality of third-party providers, there may be technical delays or malfunctions on the part of those providers. We cannot vouch for the technical capabilities of any third parties to receive, transmit, or support such phone or video communications. Indeed does not guarantee any aspect of your Virtual Interview experience including transmission of phone or video communications, quality of audio/visual content, data security, or data usage and restrictions. **Indeed is not liable for any claims arising out of your use of Virtual Interviews and you release Indeed from any such claims.**  
You understand that Indeed does not guarantee the Employer’s schedule or availability for conducting Virtual Interviews and cannot vouch for the validity of the contact information provided to us. You also understand that the Employer is responsible for any and all questions, comments, or hiring decisions made. Further, Employers are responsible for any accommodations you need during Virtual Interviews.

YOU UNDERSTAND AND AGREE THAT THERE IS NO PROTECTION FOR ANY INFORMATION YOU SHARE OR DATA THAT YOU TRANSMIT WHILE PARTICIPATING IN VIRTUAL INTERVIEWS INCLUDING, BUT NOT LIMITED TO, AUDIO/VISUAL CONTENT, INTERVIEW QUESTIONS AND ANSWERS, OR YOUR IMAGE OR LIKENESS. YOU ACKNOWLEDGE AND AGREE THAT INDEED IS NOT RESPONSIBLE FOR SECURING OR PROTECTING ANY DATA OR INFORMATION THAT YOU SHARE OR TRANSMIT DURING YOUR USE OF VIRTUAL INTERVIEWS. INDEED ASSUMES NO LIABILITY FOR THE MISUSE OF ANY DATA YOU SHARE OR TRANSMIT THROUGH USE OF VIRTUAL INTERVIEWS.

YOU UNDERSTAND AND AGREE THAT YOU ACCESS AND USE VIRTUAL INTERVIEWS AT YOUR OWN DISCRETION AND RISK AND THAT INDEED DISCLAIMS ALL LIABILITY ARISING OUT OF YOUR USE OF VIRTUAL INTERVIEWS.

#### 6. Indeed Assessments

Indeed Assessments is an online tool for the provision and review of skills assessments selected by Employers (“Assessments”) and responses from Job Seekers (“Responses”) through the Site. Employers may use the Indeed Assessments tool to send you Assessments, to which you may provide Responses. After you provide a Response, the Employer will be able to use the Indeed Assessments platform to review the Response. If there are multiple versions of the same Assessment, the Response percentile for any Job Seeker will be determined only in relation to other Responses to the same version of that Assessment.

An Assessment only evaluates a particular skill. It does not evaluate a Job Seeker’s qualification for any job. Whether a particular skill is relevant to a job, or whether a Job Seeker is qualified or appropriate for a job, is decided solely by the Employer sending the Assessment and reviewing your Response. Receiving or responding to an Assessment does not guarantee a job or job offer, or a job offer at any particular salary, or any further communication or action by any Employer. An Employer is the sole party to determine whether a Response indicates a qualified Job Seeker. Employers may have instructed Indeed to send out rejection notices if you have not responded to Assessments in a manner acceptable to the Employer, and you acknowledge that Indeed has no discretion in the transmission of these rejections. The Employer is the sole party to determine whether to consider any retaken Assessments as part of their hiring process.

You acknowledge and understand that Employers (or their employment agencies) select which Assessments to associate with their job openings, and that Indeed does not choose the Assessments sent by Employers and has no control over Employers’ selection or use of Assessments. You agree that the questions in any Assessment are solely being asked by the Employer sending the Assessment. **You further agree that Indeed is not responsible for offering alternative methods of screening, if so required by the Americans with Disabilities Act or any other equivalent or similar law, and that the responsibility for offering any such alternative method lies solely with Employers**. If you require an accommodation, or any alternative method(s) of Assessment, screening or application, you must indicate it to the Employer. Indeed may provide a means by which you may request such an alternative method or other accommodation from the Employer; Indeed does not guarantee the Employer’s receipt of, or response to, any such request. While Indeed is guided by WCAG 2.1, Level AA in our efforts to design and develop accessible offerings, as outlined in the accessibility statement, Indeed does not warrant that the method of delivery of any Assessment question is compliant with the Americans with Disabilities Act or any equivalent or similar law.

You agree and acknowledge that the usefulness and value of Assessments and Responses depend on their contents being kept confidential. You therefore agree to keep the content of Assessments and Responses confidential and to not reproduce or discuss them with anyone, except that you may communicate with an Employer about an Assessment they have sent to you and your Response.

Indeed does not have any obligation to screen any Assessment or Response, or to include any Assessment or Response in the Site, and may exclude or remove any Assessment or Response from the Site for any or no reason without liability or notice. Assessment links sent to you may continue to be active after an Employer has paused or closed their job campaign on Indeed. Once an Employer pauses or closes their Job Ad (for example, after the Employer has made a hire), Indeed cannot guarantee that the Employer will view any related notices or updates, including Assessments, Responses, and accommodation requests. You may still choose to take the Assessment for the purpose of adding its results to your Indeed Profile or for another job application.

Indeed may also offer you the option to select an Assessment to complete independent of a particular job, and your Response will be associated with your Indeed Profile. You may choose whether the Response is available to Employers viewing your Indeed Profile, though Indeed will count the Response for purposes of generating aggregate Response statistics even if Your Response is hidden.

As a Job Seeker, you consent to your Responses, applications, and any other communications sent through Indeed Assessments being processed and analyzed by Indeed according to this Agreement and Indeed’s [Privacy Policy](https://hrtechprivacy.com/brands/indeed#privacypolicy). You are requesting and authorizing Indeed to make your Response available to the Employer providing the Assessment, or (in the case of Assessments selected by you) to any Employer viewing Your Indeed Profile. You understand that this is without warranty, and that Indeed reserves the right to display or reformat Responses in a manner to permit Employers to review your Response together with Responses from other Job Seekers. Indeed may aggregate the results of all Job Seeker-selected Assessments for the purpose of displaying the percentile for Your Response. You also acknowledge that once you have requested that Indeed transmit your Response to an Employer, that request cannot be canceled. Indeed does not guarantee that any Employer will receive, access, read or respond to any Response, or that there will be no mistakes in the transmission of the data. However, Indeed may alert you when any of the above events occur.

As a Job Seeker, you shall not create or send any Response which: (i) contains any highly confidential personal information, such as bank account or credit card information, online account information, social security numbers (or similar counterparts outside the United States of America), health information, or other categories of data subject to special breach notification requirements in any country; (ii) contains proprietary information, trade secrets, confidential information, advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us in writing); or (iii) directly or indirectly violates the Site Rules.

Indeed does not act as an employment agency by offering the Indeed Assessments tool. By using Indeed Assessments, you acknowledge and agree that Indeed is not procuring employees for Employers or procuring opportunities to work for Job Seekers. Indeed merely provides a tool enabling Employers and Job Seekers to exchange Assessments and Responses as they determine. The sole responsibility for the content of any Assessment or Response, any requests for interviews or offers made, any issues arising from an acceptance or denial of employment, and any other issues arising from the use of Indeed Assessments, is solely with Employers or Job Seekers as applicable.

As a Job Seeker, you agree that any rights you have under any applicable employment, equality or discrimination laws, the US Fair Credit Reporting Act, any corresponding state laws, or any similar laws regulating consumer or credit reporting agencies in other countries, may only be asserted against the Employer.

Indeed is not a third party beneficiary of or liable for any agreements between an Employer and Job Seeker, regardless of whether or not Indeed receives a fee from the Employer in connection with the transaction. Indeed will not be liable for any costs or damages arising out of or related to such transaction.

Indeed assumes no responsibility, and disclaims all liability, for the content, accuracy, validity, completeness, legality, reliability, or availability of the Site, the Indeed Assessments tool, and any Assessment or Response.

#### 7. Salary, Career, Hiring and Other Information Provided by Indeed

Indeed may provide some information and content to users for informational purposes only. For example, Indeed may provide you with data regarding estimated salaries for a given Job Listing, number of applies to a Job Listing, responses to certain screener questions for a Job Listing, or the likelihood that a particular event will occur such as being selected for an interview. This information provided by Indeed is based on estimates given for informational purposes only and without warranty, and is subject to change or varying levels of accuracy. Indeed may also include salary estimations on pages other than Job Listings on the Site. Please note that all salary figures are approximations based upon multiple third party submissions to Indeed, including from Indeed affiliates. These figures are given to Indeed users for the purpose of generalized comparison only. Minimum wage may differ by jurisdiction and you should consult the employer for actual salary figures. Indeed may also display publicly available information about employers on Company Pages. Information on Company Pages is presented for informational and promotional purposes only, is subject to change, and may be gathered from or generated by third parties. Indeed assumes no responsibility, and disclaims all liability for the content, accuracy, completeness, legality, reliability, or availability of any Company Page. Please contact the employer for the most accurate and up-to-date company information.

Similarly, career-related or hiring-related information provided by Indeed is for informational purposes only, and is in no way to be construed as professional career counseling or staffing services (unless otherwise expressly noted by Indeed in services such as Indeed Hire in Japan). You understand that Indeed may give suggestions or information regarding best-practices, however, you understand that it is ultimately your responsibility to determine how to pursue your job search or candidate search. You further understand that in providing any such career or hiring guides, Indeed is not acting as a job placement agency or staffing firm (unless otherwise expressly noted by Indeed in services such as Indeed Hire in Japan). You also understand that by referring to or using such career or hiring guides, you are not guaranteed job interviews, job placement, or assurance of being hired, and you take full responsibility for use of these services or guides. As a user of the Site, Indeed may, from time to time, send you emails from the career or hiring guides as part of its services to you. These emails may include but not be limited to, tips on improving your resume or how to use your resume effectively in the job application process, commonly asked interview questions, next steps after you have submitted an application, and how to prepare for a new job after you have been hired.

Indeed may offer, as part of the Services, the opportunity for you to engage with third parties, sometimes referred to as career coaches or professional writers, to discuss job search, resume writing, or career strategies, either through the Site or in person. Regardless of how you interact with them, you acknowledge that these third parties are not employees of Indeed and that Indeed is not responsible for the content of any such discussion. Do not share any information you consider confidential or personally sensitive with these third parties. Indeed does not guarantee the quality or effectiveness of any advice, recommendations, or guidance you may receive from these third parties. You agree that, to the maximum extent permitted by law, Indeed will have no liability arising from any discussion you have with such a third party.

#### 8. Your Job Seeker Data

As a Job Seeker, you take a variety of actions on our Site and you provide various information. For example, you search for jobs, and Indeed knows and stores the titles of jobs you search for and click on, where those jobs are located, the general salary range or experience level of the jobs you view (if indicated on the Job Listings), the Job Listings you apply to, your amount of activity or time of most recent activity on Indeed, information you provide directly to Indeed including desired salary, or past experience, or any information in your Indeed Profile, or any of your other behavior on the Site or information provided. You know exactly what this data is because you are the person who provided the information or undertook the activity and the data pertains only to your activity. If you have an Indeed account or a Job Seeker Resume, you agree that Indeed may associate this data with your Indeed Profile and use this observed factual data to suggest jobs to you and to suggest you or your public resume to Employers that might be interested in a person who matches your behavior on Indeed. You also agree that Indeed may contact you based on this observed behavior or provided info on behalf of Employers or Indeed itself. Please note, the aforementioned actions do not include information sent to you by a third party, however, Indeed may publicly display the fact that you have recently used the Indeed Site to correspond with a third party. **In addition, if you set Your Resume to public, this means that Indeed may share all of the aforementioned information about yourself with third-party Employers. If you do not wish to share such information, you may set Your Resume to private. When you make changes to your Indeed Profile, including, but not limited to, updating, deleting, or changing settings on Your Resume, it may take a few days for the changes to be reflected.**

In addition, you may have the opportunity to provide Indeed with certain demographic information about yourself, such as your race and ethnicity, gender, age, LGBTQ+ community membership, and disability status (“Demographic Information”). By choosing to provide your Demographic Information, you agree that Indeed may use it to evaluate and improve our products, and share aggregate summaries of job seeker information with employers. If you do not want your Demographic Information to be used in this way, do not provide it to Indeed (or, if you have already provided your Demographic Information to Indeed, you can request it be removed). You further acknowledge and agree that another Job Seeker’s Demographic Information is personal information, and to the extent permitted by law you waive any right to request or view Demographic Information pertaining to any other Job Seeker.

#### 9. Screening Tools

Indeed may make screening tools available to Employers for Employer use in the application process, including screener questions, phone screen tools and assessments. Indeed is licensing these tools for Employers’ use as determined by Employers. As a Job Seeker you agree that the Employer has made the determination to use these tools as part of its application process, and the questions asked are solely determined by the Employer, and are not being asked by Indeed. The Employer is the sole party to determine which answers will qualify a candidate and is solely responsible for the use of the screening tool including any results which are considered to have a “disparate impact”. You further acknowledge that only the Employer is responsible for offering alternative methods of screening, if so required by the Americans with Disabilities Act or any other equivalent or similar law. While Indeed is guided by WCAG 2.1, Level AA in our efforts to design and develop accessible offerings, as outlined in the accessibility statement, Indeed does not warrant that the method of delivery of these questions is compliant with the Americans with Disabilities Act or any equivalent or similar law.

#### 10. Indeed Hiring Platform

Indeed Hiring Platform is a platform designed to automate and streamline Employer hiring and employment decision-making processes by allowing users access to various products such as Indeed Interview, or related services (“Indeed Hiring Platform”). Employers may offer you the opportunity to participate in hiring activities that might be supported by Indeed Hiring Platform. You acknowledge and understand that Employers select the method and manner that Indeed Hiring Platform will be used for its job openings and that the Employer determines the job requirements and specific needs of its hiring efforts.YOU UNDERSTAND AND AGREE THAT EMPLOYER IS RESPONSIBLE FOR COMPLYING WITH APPLICABLE LAW REGARDING ITS EMPLOYMENT AND HIRING PRACTICES, INCLUDING TITLE VII, AND THAT EMPLOYER INDEMNIFIES INDEED AGAINST ANY AND ALL CLAIMS ARISING FROM EMPLOYER’S USE OF INDEED HIRING PLATFORM OR SIMILAR PRODUCTS. INDEED DISCLAIMS ALL LIABILITY AND MAKES NO WARRANTY THAT EMPLOYER’S USE OF THE SERVICES COMPLIES WITH TITLE VII OR ANY SIMILAR LAW.  Indeed has no control nor participates in the hiring or decision-making process regarding Employer hiring efforts. Further, you understand that Indeed is not an employment agency by offering Indeed Hiring Platform and related tools. By using Indeed Hiring Platform, you understand that Indeed is not procuring employees for Employer or opportunities for Job Seekers. Indeed merely provides Indeed Hiring platform as a tool that enables Employers and Job Seekers to exchange information as they determine.

#### 11. Governing Law and Dispute Resolution

This Agreement and any dispute arising out of or in connection with this Agreement or related in any way to the Site (“Dispute”) will be governed as to all matters, including, but not limited to the validity, construction and performance of this Agreement, by and under the laws of the State of Texas, United States of America, if you are located in the United States, or the laws of the Republic of Ireland, if you are located elsewhere, without giving effect to conflicts of law principles thereof. Any and all actions, lawsuits, or other legal proceedings related to such Dispute shall be filed only in courts located in Travis County, Texas, U.S.A., if you are located in the United States, or Dublin, Ireland, if you are located elsewhere. Each of the Parties hereby consent to the exclusive personal jurisdiction of the federal or state courts located in Travis County, Texas, U.S.A, if you are located in the United States of America, or Dublin, Ireland, if you are located elsewhere.

You also hereby waive any right to a jury trial in connection with any action or litigation in any way arising out of or related to your use of the Site or these terms of service, if you are located in the United States.

#### 12. Class Action Waiver

By using the Site and in return for the services offered by Indeed, you acknowledge that Indeed can only offer you these services under the terms and conditions as presented herein. As partial consideration for your use of the Site and these services, you agree not to sue Indeed as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against Indeed regarding your use of the Site. Additionally, as a Job Seeker, your use of job search on the Site is at no charge and you acknowledge that part of the price you are paying to use this Site is your acceptance of these terms of service including this Class Action Waiver. If you do not agree to any part of these terms, do not continue your use of the Site. Nothing in this paragraph, however, limits your rights to bring a lawsuit as an individual plaintiff, including in small claims court, subject to Section 11 above.

### **B. Terms of Service for Employers**

The following terms and conditions apply to all Employers and other users who access or use the Site as intended for individuals and/or organizations seeking to make available information regarding employment openings, on their behalf or other’s behalf, including but not limited to agencies purchasing for multiple parties, or otherwise indicate their acceptance to this Agreement. For purposes of this Section B of the Indeed General Terms of Service, all references to “you” or “your” shall mean you, the individual or organization accessing this Site in your capacity as an Employer.

#### **1. Employer Accounts**

When you create an Indeed account, a Company Page or post job listings advertising employment opportunities and other job-related contents, including links to third-party websites (“Job Listings” or “Job Ads”) on the Site, whether as part of the Indeed Ads Program or otherwise, you agree that this Agreement, the terms associated with any Indeed service you are using, and all of Indeed’s policies, including the Indeed Privacy Policy and Cookie Policy, apply to you.

As an Employer, your account is for business use and not for personal use. Indeed is not responsible for and disclaims all liability if your email is used improperly or falsely by a third party. By registering for an Indeed account, you agree to receive mandatory email updates regarding anomalous activity to your Indeed account. If you attempt to send an email from a name or email address that is not true, accurate, current or complete, we reserve the right to drop such email, and attempting to send such email is a violation of our terms.

In some instances, multiple users may be linked to the same account (“a Linked Account”). A Linked Account is created when the primary account owner(s) (“Admin(s)”) of an Employer account invites other users to the same account. Admin(s) can provide these other users varying levels of access and functionality (“Roles”) within the account, as described on the site, including but not limited to accessing account data or purchasing services from Indeed under such account. If you are an Admin adding a user to a Role or several Roles, you represent to Indeed that you are an authorized representative of this account and that you have the authority to allow this data and access to be shared. You further agree to indemnify and hold harmless Indeed from any allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys’ fees and costs) that result from the sharing of this data, access to your account, and any purchases made under your account. You agree that Indeed assumes no liability in regards to the accuracy of the statements above and that you are fully responsible for said accuracy. When using a Linked Account, any users with access to certain Roles may have access to any or all account information, including but not limited to: communications and actions of all other users and applicants within the Linked Account, resume contacts, and billing information, and you consent to such access. When using a Linked Account, any users with access to certain Roles may also have the ability to purchase Indeed products under your account, and you agree that you are responsible for the payment of all such purchases made.

Change of Address: If you have provided a billing address to us, and you change such billing address from an address within the United States to an address outside the United States, or from an address outside of the United States to an address inside the United States, you will continue to be bound by this Agreement with the same Indeed party for the remainder of the calendar month in which you made the change. Beginning on the first day of the next calendar month, you hereby agree that you will be bound by this Agreement with the applicable Indeed party identified in the first paragraph of this Agreement with respect to such new territory.

If your Indeed employer account has a credit card on file to pay for one Indeed product or service, Indeed may charge that card for any additional products or services you order.

#### **2. Employer Services Including Indeed Apply and Screener Questions**

You also agree that, as a service to Job Seekers, Indeed may activate its Indeed Apply relay function for use in connection with your Job Listings, and that any Job Seekers who wish to indicate an interest in such Job Listing may only do so through Indeed Apply, and that Indeed will send applications to the email address you provide us with. You also agree that Indeed may activate a chat bot, which enables Job Seekers to apply to your Job Ad by answering questions. The answers a Job Seeker submits are presented to you as a job application. When you use Indeed candidate management tools, including but not limited to your Employer Dashboard, or by activating the Indeed Apply relay function for your Job Listings, you acknowledge and agree that Indeed may make available functions allowing you to take actions regarding the Job Seeker, such as tools for setting up an interview, viewing a resume and rejecting a candidate. You agree that by using such candidate management tools, you are instructing Indeed to assemble the candidate’s application materials, resume, answers to screener questions, assessment responses and other information you provide to Indeed into one document. You further agree that Indeed is not responsible for maintaining or storing such application materials, and that you are responsible for your own compliance with any applicable record retention requirements. By using these tools, you are providing information to Indeed and requesting and authorizing us to make available such information to the applicable Job Seeker. For example, when you choose whether a qualification is preferred or required (including marking it as a deal breaker), this information may be highlighted to Job Seekers. Additionally, you consent to any information shared through Indeed being processed and analyzed by Indeed according to this Agreement and Indeed’s Privacy Policy. Indeed may store such information regardless of whether a job vacancy has been filled.

You are responsible for the contents of your emails, application form, screener questions or their format, Company Pages that you create, any Job Listings that you post, and any messages that you send through Indeed Apply or otherwise, and agree that Indeed is not responsible for such content and disclaims all liability for such content, including as to whether such content is legal. You agree that Indeed may reject or remove any Job Listing, any part of any Company Page, or any questions for Job Seekers for any or no reason. Indeed further does not guarantee delivery, your receipt of the Job Seeker’s emails or application materials, or that there will be no mistakes in the transmission or storage of the data. In the event a message being sent is intended for a closed account, these messages will not be deliverable. If you do not feel comfortable sending a message, including but not limited to an offer letter, to a Job Seeker through Indeed’s relay functions, do not use the Indeed relay functions and please contact the Job Seeker via the personal information provided in such Job Seeker’s resume or application or by whatever method you so choose. When using the Indeed Apply function, Indeed will attempt to send applications to the contact information provided to Indeed by you, however, Indeed has no ability to verify the contact information provided by you. In the event you provide incorrect contact information, it shall be your responsibility to correct, appropriately respond, or take any steps necessary to protect the privacy of such Job Seekers, and you indemnify Indeed for any damages resulting therefrom.

When you use the Indeed Apply relay function for your Job Listings, you acknowledge and agree that Indeed may add functions into the corresponding Indeed Apply emails. For example, Indeed may mask or hide contact information, such as email addresses, from resumes or applications and may substitute it with an alias. In addition, Indeed may, on your behalf, send out reminder emails to Job Seekers you wish to interview. Indeed may also send emails to Job Seekers on your behalf indicating that your Job Listing is potentially a match for the Job Seeker’s resume. When you use screener questions, you may be given the option to instruct Indeed to send out rejection notices if the Job Seeker has not answered the questions in the manner set forth in the online instruction. If you choose such option, you agree you are instructing us to send out rejection notices to such candidates and set them to rejected in your candidate dashboard. You further acknowledge that Indeed has no discretion in the transmission or storage of these or all other rejection notifications (which is purely mechanical), that transmission or storage is not guaranteed, and that the Job Seeker may not have answered the screener questions accurately. When you use Indeed’s candidate management tools, you may be given the option to send automatic rejection notices to candidates whose status you set to “rejected”. If you choose such option, you acknowledge that Indeed has no discretion in the transmission or storage of rejection notices.

You agree that Indeed may take action to try to identify and reduce spam applications, and that one method of doing so may include imposing a cover letter requirement for such applicants. Indeed does not verify the identity of any Job Seekers who apply to your job listing, nor does Indeed know a Job Seeker’s motivation for applying to your job listing, and thus provides no guarantee as to the Job Seeker’s qualifications or interest in your job listing. You agree that Indeed Apply and Indeed’s relay functions are presented to you without warranty and Indeed assumes no responsibility for the communications between you and the Job Seeker, which communications are yours’ and the Job Seekers’ sole responsibility.

By using any automated phone screen product, you agree that you are requesting Indeed to send a Job Seeker a telephone number, which the Job Seeker may call with the purpose of answering your telephone screening questions. You agree these questions are part of your application process, are solely determined by you, and are not being asked by Indeed. You also agree that you are only asking Indeed to record the Job Seeker’s answers to your screening questions and that Indeed will forward you the recording of the answers to your questions. You consent to Indeed listening to and analyzing the recording in accordance with Indeed’s Privacy Policy. Indeed disclaims all warranties with regards to the transmission or storage of such phone screens and responses, does not guarantee their delivery or receipt, and does not guarantee the date or time at which they may be sent.

You shall indemnify, defend and hold harmless Indeed, its agents, affiliates, and licensors from any third-party claim or liability (including without limitation reasonable legal fees) arising out of any Company Page created or claimed by you, or any Job Listing or screener questions (or answers thereto) posted by you, or any message sent by you (including any questions for Job Seekers contained in any of the foregoing). Indeed may make Job Ad analytics data available on a Company Page or elsewhere on the Site, and may provide analytics data regarding your Employer account to anyone at your company at Indeed’s discretion. To the extent permitted by law, if you have an unpaid or outstanding invoice or account balance for any Indeed product, Indeed reserves the right to suspend or terminate your use of that Indeed product as well as any other Indeed product, including but not limited to those Indeed products where you do not have an unpaid invoice or account balance. Indeed may elect to apply (i) penalties for late payment as per contemporaneous US Federal Reserve interest rates plus 10% or the maximum interest permitted by law, whichever is lower and (ii) a statutory lump-sum indemnity for recovery cost, if provided for under applicable laws, and (iii) any reasonable expenses and attorney fees Indeed incurs collecting such late payments.

When you view, send, store or receive materials (including Job Listings, resumes, and messages) through or using the Site, Indeed may, for example, use such materials for data analysis, quality control, or to refine the Site or any other Indeed product or service (including to provide better search results and other listings for Job Seekers and Employers), whether via automated means or otherwise. When you view, send, store or receive materials through or using the Site or when you simply use or visit the Site, Indeed may inform a Job Seeker that you have taken an action, for example, with regards to a Job Ad, Job Seeker’s Resume, or application such as pausing or closing a Job Ad, opening the Resume or application, viewing the Resume or application, responding to the Resume or application, and making a decision with regards to the application or Job Ad, and you hereby consent to Indeed taking such actions.

Indeed, in its sole discretion, may add labels or badges to Employer names or Job Ads, such as, “Responsive Employer” or “Active Employer” or “Hired on Indeed”. Employers may also request that Indeed add such labels. Indeed shall determine the method by which such labels or badges are determined or which Employers qualify. The lack of a label or badge may indicate that Indeed does not have sufficient data to determine if an Employer qualifies.

#### **3. Job Match**

Indeed may use Job Seekers’ application materials (including resumes and responses to screener questions) and the recency of their activity on Indeed to determine whether the words of their resume and answers to screener questions match the words of your Job Listing or Resume query, and vice-versa. You further agree and consent that Indeed may differentiate those matching resumes and screener questions from those that do not match, and present them to you as matches or not matches. Indeed may also use such information in order to improve the Site or any other Indeed product or service (including by displaying or otherwise making available potentially relevant Job Listings and resumes to Job Seekers and Employers).

#### **4. Salary, Applies or Other Information Provided by Indeed**

Indeed may provide some information and content to users for informational purposes only. For example, Indeed may provide Job Seekers with data regarding estimated salaries for a given Job Listing, number of applies to a Job Listing, responses to certain screener questions for a Job listing, or provide you with estimated applies to your Job Listing. All such figures provided by Indeed are estimates given for informational purposes only, and they are subject to change or varying levels of accuracy. With respect to information regarding estimated applies, if you are participating in the Indeed Ads Program, please note that this is not the information you are purchasing from Indeed and you are not charged per apply. Indeed may also include salary estimations on pages other than Job Listings on the Site. Please note that all salary figures are approximations based upon multiple third party submissions to Indeed, including from Indeed affiliates. These figures are given to Indeed users for the purpose of generalized comparison only. Minimum wage may differ by jurisdiction and you should consult the employer for actual salary figures. Indeed may also provide data regarding impressions in relation to your job ad. Such figures are provided for informational purposes only, are subject to change at any time, and Indeed does not guarantee their accuracy. Indeed reserves the right to change the method of measuring such figures at any time.

#### **5. Screening Tools**

Indeed may make available to you  screening tools for your use during the application process, including screener questions, phone screen tools and assessments. Indeed is licensing these tools to you for your use as you determine. By using any screening product, made available to you by Indeed, you agree that you have made the determination to use these tools as part of your application process, and the substantive questions you ask or choose are solely determined by you, and are not being asked by Indeed. You are the sole party to determine which answers will qualify a candidate. You are solely responsible for the use of the screening tool including any results which are considered to have a “disparate impact”. **You further acknowledge that you are responsible for offering alternative methods of screening, if so required by the Americans with Disabilities Act or any other equivalent or similar law.** While Indeed is guided by WCAG 2.1, Level AA in our efforts to design and develop accessible offerings, as outlined in the accessibility statement, Indeed does not warrant that the method of delivery of these questions is compliant with the Americans with Disabilities Act or any equivalent or similar law. You agree to indemnify Indeed for any and all claims arising out of your use of a Screening Tool, including any claims that any screening tool does not comply with the Americans with Disabilities Act or similar or equivalent law, or that such Screening Tool results in a “disparate impact”.

Indeed may offer Employers the ability to activate a feature on their account called Employer Assist. Activating Employer Assist means the Employer is instructing Indeed to send a message on the Employer’s behalf to the Job Seeker informing them that the Employer has determined not to move forward with their application. To prevent a rejection notice from being sent, you must indicate your interest in the application on Indeed. Any interactions you have directly with a Job Seeker and not through a tool provided by Indeed (for example, calling or emailing a Job Seeker directly instead of through an Indeed Relay Service) are not visible to Indeed, and will not prevent an Employer Assist rejection notice from being sent. If you activate Employer Assist then you must interact with a Job Seeker through a tool provided by Indeed to prevent an Employer Assist rejection notice from being sent. If you activate Employer Assist you agree that you are instructing Indeed to send these messages to candidates with whom you do not interact within your chosen time frame, and you agree to indemnify Indeed from any claims arising therefrom. You further agree that Indeed may notify Job Seekers about the estimated time frame during which they may expect to hear back from you based on the time frame you choose in Employer Assist.

#### **6. Communication through Indeed**

You may receive messages, emails or email notifications corresponding with your or a Job Seeker’s activity on or use of the Site Indeed Apply, Indeed Chat, or any other communications service, product, or feature provided on or through the Site. In all cases, such messages or notifications are provided solely as a courtesy, and you should not rely on them. For example, if you wish to interview a Job Seeker, it is your responsibility to follow up with the Job Seeker separately to ensure they know about the interview, do not rely on notifications through Indeed. Indeed may use your email address to create an alias email address for your communication, in lieu of displaying your actual email address to the Job Seeker. Once a Job Seeker has your contact info, you agree that Indeed is not responsible or liable for the manner in which the Employer uses the info. Should you choose to send an email from a third party email client, the person with whom you’re communicating may be able to see your email address, rather than the alias. Indeed disclaims all warranties with regards to the transmission or storage of such courtesy notices, does not guarantee their delivery or receipt, and does not guarantee the date or time at which they may be sent. In the event a message being sent is intended for a closed account, these messages will not be deliverable.

Specifically, if you post a Job Listing directly on Indeed, applications are sent only to your Indeed dashboard; any other notifications you may receive are provided solely as a courtesy to you. For example, you may not receive application email notifications if a Job Seeker has not answered screener questions correctly, although these applications will be sent to your Indeed dashboard. Indeed reserves the right to turn on or enable Indeed Chat or other communication options for select Employers or Job Listings, in its sole discretion, and to notify Job Seekers that Indeed Chat or other communication options are available for a particular job or Employer. For Indeed Chat, you may access or view your messages by visiting your Indeed Chat messages dashboard. If you do not wish to use Indeed Chat, you may turn it off by visiting your Indeed Chat dashboard. Indeed may, in its sole discretion, turn off or disable Indeed Chat for any Employer or Job Seeker at any time without prior notice.

#### **7. Virtual Communications**

Indeed may offer you the option to manage virtual and remote communications with Job Seekers within Indeed products, including but not limited to, Indeed Interview, Indeed Hiring Platform, phone interviews, virtual meetings, and video interviews (“Virtual Interviews”). Services may include giving you access to scheduling, video conferencing, web conferencing, meeting rooms, and other collaborative services offered by third-party telecommunications service providers. You understand that Indeed is not a telecommunications service provider. Indeed disclaims all warranties with regards to the transmission of virtual communications. Indeed does not guarantee (1) availability of such services at the time You attempt to initiate them (2) the quality of such services, or (3) the dates or times you’ve arranged with Job Seekers for your Virtual Interview. Further, Indeed does not verify the identities or qualifications of Job Seekers with whom you arrange Virtual Interviews.

YOU UNDERSTAND AND AGREE THAT THERE IS NO PROTECTION FOR ANY INFORMATION YOU SHARE OR DATA THAT YOU TRANSMIT WHILE PARTICIPATING IN VIRTUAL INTERVIEWS INCLUDING, BUT NOT LIMITED TO, AUDIO/VISUAL CONTENT, INTERVIEW QUESTIONS AND ANSWERS, OR YOUR IMAGE OR LIKENESS. YOU ACKNOWLEDGE AND AGREE THAT INDEED IS NOT RESPONSIBLE FOR SECURING OR PROTECTING ANY DATA OR INFORMATION THAT YOU SHARE OR TRANSMIT DURING YOUR USE OF VIRTUAL INTERVIEWS. INDEED ASSUMES NO LIABILITY FOR THE MISUSE OF ANY DATA YOU SHARE OR TRANSMIT THROUGH USE OF VIRTUAL INTERVIEWS.

YOU UNDERSTAND AND AGREE THAT YOU ACCESS AND USE VIRTUAL INTERVIEWS AT YOUR OWN DISCRETION AND RISK AND THAT INDEED DISCLAIMS ALL LIABILITY ARISING OUT OF YOUR USE OF VIRTUAL INTERVIEWS.

Upon your request, Indeed may extend invitations to additional representatives at your company to join in Virtual Interviews. You understand and agree that Indeed will extend such invitations on your behalf based on the email addresses you provide for those representatives but Indeed is not responsible for inaccuracies in the contact information you provide. Further, Indeed is not responsible, and you are solely responsible for the conduct or actions of your representatives. You represent that you have the authority to bind your additional representatives to Indeed’s Terms, and by extending invitations to your representatives, you are binding them to Indeed’s Terms.

You understand that Indeed is only providing the option for you to communicate with Job Seekers via services that may be offered by third-party providers. Indeed is not a party to your Virtual Interviews and is not a participant in any arrangements you make with Job Seekers. Indeed does not access, record, store, or analyze video content you may conduct using third-party providers. You agree that you will not record, store, or analyze Virtual Interviews without express permission from Job Seekers and will only do so in accordance with all applicable laws, including state and federal. You are responsible for any requests for accommodations from Job Seekers. For example, if a sign language interpreter is requested, it is your responsibility to provide one if you are legally obligated to.

#### **8. Company Pages**

When you post a Job Ad directly on Indeed or submit a request for a landing page on Indeed, such as Indeed Next, Indeed may automatically generate for you a Company Page. You understand that Indeed may display publicly available information about your company on the Company Page, in accordance with applicable law. You authorize Indeed to claim such Company Page for you on your behalf, which will be marked as a “Claimed Profile” and allows you to edit and add information to the Company Page. Company Pages allow User Content (as defined below) to be posted by individuals that may not be affiliated with the Company that owns the Company Page, including but not limited to the answers to Q&A questions on Company Pages. Additionally, Indeed may include all of your Job Ads posted on the Site on your Company Page, including but not limited to those posted directly on Indeed as well as those indexed by Indeed. You agree that you are solely responsible for any content you edit or put on a Company Page, whether generated by or for you, including but not limited to photograph(s) or videos you provide, and third-party websites reachable from content you put on a Company Page.

Indeed may additionally offer Indeed Company Pages Premium, which includes features accessible only on a subscription basis and may be charged as indicated in an insertion order. Indeed reserves the right to change or remove these features at any time, in Indeed’s sole discretion. Additionally, these features may include analytics or other figures, which Indeed does not guarantee the accuracy of, and you are responsible for determining their suitability for your intended use or purpose. You may cancel your participation in Indeed Premium Company Pages Program at any time by notifying Indeed. Such cancellation is generally effective at the beginning of the next calendar month; if you have prepaid for an annual subscription then cancellation is effective immediately and Indeed will provide a prorated refund of the unused subscription term, which may include any discounts as applicable. All Company Pages Premium monthly subscriptions will automatically renew until cancelled by you. Annual subscriptions will need to be renewed each year. You are responsible for all taxes as applicable and appropriate.

#### **9. Indeed Academy**

If you or anyone at your company is a member of Indeed Academy, your use of the Graduate logos is limited to your individual use only, and solely for purposes of indicating your Graduate status. Use of the Graduate logo to represent organizations or for commercial purposes is not permitted. Further, you agree and acknowledge that you will not make any representation that you are recruiting on behalf of Indeed, working for Indeed, or in any form of co-employment or contractor relationship with Indeed. Additionally, nothing contained herein shall be construed to imply a joint venture, partnership, principal-agent relationship or employer-employee relationship between you and Indeed, and neither Party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing. If you make any representation to the contrary, Indeed may remove you from Indeed Academy in its sole discretion.

#### 10. HR Management Tools

Indeed may make HR management software tools available to employers and their employees (“HR Management Tools”). If you are an employee using any HR Management Tools, you agree that such use is subject to the provisions of this Agreement. You further acknowledge that while Indeed is only providing the HR Management Tools for your and your employer’s use, and that Indeed accepts no responsibility for such use. Indeed does not provide legal advice and cannot guarantee that your employer will configure or use any HR Management Tool to be in compliance with the law. Your employer retains all responsibility for such compliance. If you have questions or concerns about the legality or appropriateness of any configuration of an HR Management Tool, you must raise them directly with your employer.

#### **11. Governing Law and Dispute Resolution**

This Agreement and any Dispute arising out of or in connection with this Agreement or related in any way to the Site will be governed as to all matters, including, but not limited to the validity, construction and performance of this Agreement, by and under the laws of Federative Republic of Brazil, if you are located in Brazil; the laws of the Republic of India, if you are located in India; the laws of the State of Texas, if you are located in the United States; the laws of the Republic of Singapore, if you are located in the [Asia-Pacific Region\*](https://www.indeed.com/legal?hl=en#asiaPacificList); the laws of England and Wales if you are supported primarily by Indeed’s UK office; the laws of France if you are primarily supported by Indeed’s office in France; the laws of Italy if you are primarily supported by Indeed’s office in Italy; the laws of Italy if you are primarily supported by Indeed’s office in Italy; the laws of Ontario, Canada if you are primarily supported by Indeed’s offices in Canada; or the laws of the Republic of Ireland, if you are located elsewhere, without giving effect to conflicts of law principles thereof. Any and all actions, lawsuits, or other legal proceedings related to such Dispute shall be filed only in courts located in: São Paulo, state of São Paulo, Brazil if you are located in Brazil; Bangalore, state of Karnataka, India if you are located in India; Travis County, Texas, U.S.A., if you are located in the United States; The Republic of Singapore, if you are located in the [Asia-Pacific Region\*](https://www.indeed.com/legal?hl=en#asiaPacificList); London, England, if you are supported primarily by Indeed’s UK office; Paris, France, if you are supported primarily by Indeed’s office in France; Milan, Italy, if you are supported primarily by Indeed’s office in Italy; Province of Ontario, if you are supported primarily by Indeed’s offices in Canada; or Dublin, Ireland, if you are located elsewhere. Each of the Parties hereby consent to the exclusive personal jurisdiction of the courts located in: São Paulo, state of São Paulo, Brazil if you are located in Brazil; Bangalore, state of Karnataka, India if you are located in India; Travis County, Texas, U.S.A., if you are located in the United States; The Republic of Singapore, if you are located in the [Asia-Pacific Region](https://www.indeed.com/legal?hl=en#asiaPacificList)\*; London, England, if you are supported primarily by Indeed’s UK office; Paris, France, if you are supported primarily by Indeed’s office in France; Milan, Italy, if you are supported primarily by Indeed’s office in Italy; Province of Ontario, if you are supported primarily by Indeed’s offices in Canada; or Dublin, Ireland, if you are located elsewhere.

You agree to waive your right to file a pre-suit discovery proceeding seeking a user’s identifying information from Indeed. If you intend to propound discovery seeking user information from Indeed Inc., you agree to do so pursuant to a valid federal, Texas or Texas domesticated request, addressed to and properly served at our registered agent in Texas at Indeed, Inc., c/o CT Corporation, 1999 Bryan Street, Suite 900, Dallas, TX 75201. You further agree to submit to the personal jurisdiction of the appropriate Texas state or federal courts for such discovery proceedings.

You also hereby waive any right to a jury trial in connection with any action or litigation in any way arising out of or related to your use of the Site or these terms of service, if you are located in the United States.

#### **12. Class Action Waiver**

By using the Site and in return for the services offered by Indeed, you acknowledge that Indeed can only offer you these services under the terms and conditions as presented herein. As partial consideration for your use of the Site and these services, you agree not to sue Indeed as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against Indeed regarding your use of the Site. If you do not agree to any part of these terms, do not continue your use of the Site. Nothing in this paragraph, however, limits your rights to bring a lawsuit as an individual plaintiff, including in small claims court, subject to Section 11 above.

#### **13. Indeed Central**

Indeed may offer a service called Indeed Central to facilitate the coordination of Job Ads within geographically distributed businesses, such as franchises or large companies with many locations. You acknowledge and agree that using Indeed Central involves sharing a franchisee’s account information with the franchisor, or sharing a local office’s account information with the corporate headquarters, as applicable. This information may include items such as the number of your business locations or accounts, information about your job ads (content, clicks, impressions, etc.), your contact information, and your spend levels. The franchisor or corporate headquarters may request that Indeed contact its franchisees or local offices, respectively, by providing Indeed with contact information, and may provide the content of Job Ads to Indeed for use in connection with Indeed Central. By using Indeed Central, you agree to this information being shared, and you represent and warrant that i) all information you provide to Indeed is accurate, and ii) you have all necessary right and authorization to provide such information to Indeed and to permit Indeed to share it in connection with Indeed Central. You may request that Indeed grant access and control of your Indeed Central account to additional users. You understand and agree that by submitting such requests, Indeed will contact the users based on the information you provide (name, email address, and job title) and that Indeed is not responsible for verifying the users prior to completion of such requests.

#### 14. Candidate Import

Indeed may offer a platform that allows you to upload information about job applicants to Indeed and to interact with these individuals and direct Indeed to interact with these individuals on your behalf (hereafter “Candidate Import”). To the extent that any information You provide or otherwise make available to Indeed through our Candidate Import service includes Client Personal Data, you instruct Indeed to process such information on your behalf pursuant to this Agreement and the Data Processing Addendum; Client Personal Data and Indeed as used in this sentence shall have the meanings given to them in the Data Processing Addendum. By using Candidate Import, You represent and warrant that you have obtained all necessary rights and permissions from, and provided all necessary information and disclosures to, job applicants as required under applicable data protection law for You to provide or otherwise make available Client Personal Data to Indeed using Candidate Import, and, without limiting the foregoing, (a) no individual whose Personal Data you provide or otherwise make available to Indeed using Candidate Import has exercised any right or made any request to You that would prevent or otherwise limit your ability to share such individual’s Personal Data with Indeed for processing in connection with this Agreement and (b) all job applicants have consented that their data will be shared with Indeed (in accordance with Indeed’s Terms and Privacy Policy) and that Indeed may contact them over email as part of your hiring process, including requesting them to create an account with Indeed. You agree to defend and indemnify Indeed for any breach of the foregoing sentence.

### **C. Terms of Service for Publishers**

The following Indeed Publisher Program Terms (“IPP Terms”) apply to any Publisher that accesses or uses the Indeed Publisher Program (the “Program”), or that otherwise indicates its acceptance of these IPP Terms, and set out the terms and conditions applicable to your participation in the Program. Any references to “Indeed” shall mean Indeed, Inc. The Program, as generally offered by Indeed, is described in our [Publishers Information page](https://www.indeed.com/publisher?hl=en&co=US) or such other URL as Indeed may provide from time to time. For purposes of this Section C of the Indeed General Terms of Service, “You” or “Publisher” means any entity identified in an enrollment form submitted by the same or affiliated persons, and/or any agency or network acting on its (or their) behalf, which shall also be bound by these IPP Terms.

#### **1. Indeed Publisher Program**

Indeed shall have absolute discretion as to whether or not it accepts a particular applicant or site for participation in the Program or any part thereof. Publishers are ineligible to participate if their web properties do not conform with the terms of the [Indeed Affiliate Acceptable Use Policy](https://www.indeed.com/legal#aaup) (the “AAUP”). In order to participate as a Publisher in the Program, all participants must be at least eighteen years of age. Applicants represent and warrant that all information submitted to Indeed shall be true, accurate and complete.

Publisher acknowledges that by accessing the Site or participating in the Publisher Program, Publisher may come into contact with content (including User Content, as defined below) that it finds harmful, offensive, threatening, indecent or objectionable, including, but not limited to, explicit language and other potentially offensive material, and Publisher acknowledges that Indeed shall have no liability with respect to such content.

#### **2. Publisher Obligations**

Any job search results, JobrollTM, Job Search Box, pay-per-click advertisements, links, insertion code, and any Indeed logos or other elements supplied by Indeed for use on Affiliates’ websites or websites co-branded by Indeed and Affiliate (collectively, “Program Elements”) may only appear on URLs that Indeed has reviewed and accepted for participation (“Accepted URLs”). However, please note that as of March 3, 2017, Job Search Box, links and insertion code will only be available to Publishers already a part of the IPP, and as of March 31, 2017, Job Search Box, links and insertion code will no longer be available through IPP. Publisher shall advise Indeed of any changes in the type of content accessible at any such accepted URL. Publisher agrees to comply with the specifications provided by Indeed from time to time to enable proper delivery, display, tracking and reporting of Program Elements.

Publisher shall label each displayed Program Element with the phrase “Jobs by Indeed” at least 116 X 23 pixels in size, wherein the word “Jobs” shall be hyperlinked to [http://www.indeed.com](http://www.indeed.com/?hl=en&co=US) or other Indeed website as agreed with Indeed and the word “Indeed” shall be the Indeed Logo Image and shall also be hyperlinked to[http://www.indeed.com](http://www.indeed.com/?hl=en&co=US) or other Indeed website as agreed by Indeed. We provide the [Indeed Logo Image](http://www.indeed.com/p/jobsearch.gif?hl=en&co=US) online for your convenience.

Publisher agrees to abide by all terms of the AAUP. Publisher is not permitted to use Indeed’s Site or its content other than for non-commercial purposes. Publisher agrees not to access (or attempt to access) the Site by any means other than through the interface that is provided by Indeed, unless it has been specifically allowed to do so in a separate, written agreement with Indeed. Use of any automated system or software, whether operated by a third party or otherwise, to extract data from the Site (such as screen scraping, crawling, reproducing, duplicating, copying, selling, trading or reselling) is prohibited. Publisher agrees that it is solely responsible for (and that Indeed has no responsibility or liability to it or to any third party for) any breach of Publisher’s obligations under these IPP Terms and for any consequences (including any loss or damage which Indeed may suffer) of any such breach.

Publisher agrees that it shall not transmit to Indeed or upload to or through the Site (whether as User Content or otherwise) any Harmful Code, or use or misappropriate the Site for its own commercial gain. “Harmful Code” shall mean any software (sometimes referred to as “viruses,” “worms,” “Trojan horses,” “time bombs,” “time locks,” “drop dead devices,” “traps,” “access codes,” “cancelbots” or “trap door devices”) that: (a) is designed to damage, disrupt, disable, harm, impair, interfere with, intercept, expropriate or otherwise impede in any manner, any data, storage media, program, system, equipment or communication, based on any event, including for example but not limited to (i) exceeding a number of copies, (ii) exceeding a number of users, (iii) passage of a period of time, (iv) advancement to a particular date or other numeral, or (v) use of a feature; or (b) would enable an unauthorized person to cause such result; or (c) would enable an unauthorized person to access another person’s information without such other person’s knowledge and permission. Indeed reserves the right to use a variety of methods to detect and block the above anomalous activity and to screen User Content to prevent abuse such as spam or fraud. However, such detection methods are not perfect and false positives may occur. If Publisher uses the Site, Publisher agrees to Indeed enforcing the above rules or attempting to prevent spam, fraud, or other anomalous activity. Such measures may result in a temporary or permanent suspension or termination of Publisher’s account, of its access to Indeed’s message relay, or of its use of any other functions of the Site, with or without notice. Indeed shall not be responsible or liable for any such suspension or termination, including any consequences thereof. We reserve the right to drop any message, including without limitation dropping any message with an .ade, .adp, .bat, .chm, .cmd, .com, .cpl, .exe, .hta, .ins, .isp, .jar, .jse, .lib, .so, .dll, .lnk, .mde, .msc, .msp, .mst, .pif, .scr, .sct, .shb, .sys, .vb, .vbe, .vbs, .vxd, .wsc, .wsf, .wsh, or .zip attachment or any other attachment containing scripts, macros, or other code, or other messages that Indeed suspects to be malicious or spam, or for any or no reason. Indeed further reserves the right to conduct investigations to determine whether Publisher is perpetrating a scam, spamming Indeed or its users, or otherwise conducting fraudulent activity on Indeed by various means, including but not limited to investigating Publisher’s functionality by setting up profiles and names that belong to Indeed. Indeed reserves the right to turn over any information gathered via such investigations to the police or other third party if Indeed has a good faith belief that Publisher is using the Site in violation of these terms. As Indeed wishes to prohibit automated entities from following any individual links posted by Publisher, all hyperlinks to Indeed’s site should include the use of rel=”nofollow”. This applies to editorially placed links, links generated by Indeed’s API, or other link mechanisms.

Indeed reserves the right to take such action as it considers necessary, including issuing legal proceedings without further notice, in relation to any unauthorized use of the Site. If Publisher wishes to make commercial use of the Site, if Publisher wishes to make use of the Site in any capacity other than that of a Jobseeker or Employer, or if Publishes wishes to purchase Indeed services that utilize the Site, Publisher must have a prior written agreement with Indeed to do so, or have accepted Indeed’s online terms of service.

Indeed reserves the right at all times (but will not have any obligation) to terminate users, and reclaim usernames or URLs, for any reason. Indeed also reserves the right in its sole discretion to suspend Publisher’s participation in the Program if it suspects any violations of the AAUP. Publisher hereby agrees to defend, indemnify and hold Indeed harmless from and against any claims, demands, liabilities, expenses, losses, damages and attorney fees arising from or relating to a violation or purported violation by Publisher of the AAUP. The foregoing shall be in addition to, and not in lieu of, any other remedies that Indeed may have as a result of a violation of the AAUP by Publisher. In addition, under no circumstances may Publisher impersonate or act as Indeed on any site (which shall include bidding on Indeed’s names or trademarks in any search engine marketing advertising platform), including, but not limited to, on third party sites. Any marketing performed by Publisher must comply with all laws of the jurisdiction in which the marketing is conducted, including but not limited to email, text messaging and general advertising laws, and Publisher agrees to defend and indemnify Indeed from any third party action, claim, or demand against Indeed arising from any violation of those laws.

Indeed will not be treated as the publisher or speaker of any information provided by Publisher or by another information content provider. Indeed will also not be held liable on account of any action taken in good faith to restrict access or availability of material that it or its Users considered to be obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objection, whether or not such material is constitutionally protected or on account of any action taken to enable or make available to information content providers or others the technical means to restrict access to any such material described above.

Some areas of the Site, including areas that may permit Publisher to set up an Indeed account, requires Publisher to register or provide an email address. If Publisher so registers, it agrees to (a) provide true, accurate, current and complete information about Publisher as prompted by Indeed’s registration form (including Publisher’s email address) and (b) be responsible for the confidentiality and use of Publisher’s username and password, and not transfer or resell its use of or access to the Site to any third party. Please note that any individuals with whom Publisher has shared its username and password and who are able to answer verification questions about its Indeed account may receive access to information regarding Publisher’s Indeed account.

Publisher hereby grants Indeed permission to refer to Publisher and its websites in Indeed’s marketing materials, wherever such marketing materials shall appear.

#### **3. Payments to Publisher**

Publisher shall receive a commission payment with respect to valid clicks received (as determined solely by Indeed and subject to any cap amounts determined solely by Indeed) in relation to Program Elements displayed on Accepted URLs. PUBLISHER ACKNOWLEDGES AND AGREES THAT, IN EACH CASE, THE AMOUNT OF SUCH COMMISSION PAYMENT WILL BE DETERMINED SOLELY BY INDEED, IN ITS SOLE DISCRETION, AND THAT SUCH COMMISSION AMOUNT MAY BE SUBJECT TO A CAP, ALSO TO BE DETERMINED BY INDEED IN ITS SOLE DISCRETION AND SUBJECT TO CHANGE AT ANY TIME. Publisher also acknowledges and agrees that any billing and payment information that Publisher provides to Indeed may be shared by Indeed with companies who work on Indeed’s behalf, such as payment processors, solely for the purposes of effecting payment to Publisher and servicing its account. Publisher shall not be compensated for any transactions generated by Publisher or any party acting on Publisher’s behalf. In addition, Indeed shall not be obligated to pay for any artificial and/or fraudulent impressions or clicks as determined by Indeed or if Publisher is in breach of these IPP Terms. In addition and not in limitation to the above, Publisher shall refund the share of that revenue paid to Publisher, if caused by artificial or fraudulent impressions. No dashboard or any other view of any click count shall be considered as contractually binding on Indeed. All commission amounts may be subject to an overall commission cap, in Indeed’s sole discretion, and subject to change at any time.

#### **4. Qualifying Links**

As of March 3, 2017, the below portion of the IPP will no longer be available to any new Publisher. As of March 31, 2017, the below portion of the IPP will no longer be available to any Publisher, including existing Publishers who are part of the IPP.

[Publisher may earn a commission, as determined by Indeed in its sole discretion, if Publisher refers a Qualified User (as defined below) to the Indeed Website via a Qualifying Link (as defined below) and if such Qualified User has accessed the Indeed Website and purchased a qualifying service (“Qualifying Purchase”) during a Session (as defined below). Not all services will be eligible as a Qualifying Purchase under the Program, and Qualifying Purchases are determined in Indeed’s sole discretion. Indeed is under no obligation to pay any particular amount for any referral and it is in Indeed’s absolute discretion to determine for how long a period of time it shall pay this commission after the date the Qualified User initially arrives at Indeed via a Qualifying Link from the Publisher’s Publisher Property (“Initial Contact’). No payments under this program shall be any indication of future payments under this program.

A “Qualifying Link” is a link directing a Qualified User from Publisher’s website or online property (“Publisher Property”) to Indeed using a Program Element provided by Indeed for use with the Program. A “Session” is the period of time beginning when a Qualified User initially arrives at Indeed via a Qualifying Link from the Publisher’s Publisher Property (“Initial Contact”), and ending at Indeed’s absolute discretion. For avoidance of doubt, Publisher acknowledges that a Session will not commence unless cookies are enabled on the Customer’s device or computer in a manner that enables Indeed to fully attribute actions of Qualified User to Publisher’s Qualifying Link. A “Qualified User” is a user who has not previously registered with Indeed, has not been previously “cookied” by Indeed and has not previously visited the Indeed Site, all as determined by Indeed in its sole and absolute discretion.

The parties acknowledge and agree that Indeed shall have the sole right and responsibility for processing all orders made by Qualified Users. Publisher acknowledges that all agreements relating to sales to Qualified Users shall be between Indeed and the Qualified User.]

As of March 31, 2017, the following will be the only available method for participation in the IPP:

[Publisher may earn a commission, as determined by Indeed in its sole discretion, if a user clicks on a Qualifying Link. A “Qualifying Link” is a link directing a user from the Publisher’s website or online property (“Publisher Property”) to a job using a Program Element provided by Indeed for use with the Program, such as pay-per-click advertising, Jobroll™, or job search results.]

Publisher shall not be entitled to commissions and shall reverse any commissions already paid if Publisher is in breach of these IPP Terms or has engaged in any fraudulent activity, including, but not limited to, cookie stuffing, cloaking, or forcing pop-ups. The determination as to whether a sale is made via a Qualifying Link, and whether a commission is payable, will be made by Indeed in its sole and absolute discretion and is final and binding on Publisher. Prices for the Qualifying Purchases will be set solely by Indeed in its sole and absolute discretion.

#### **5. Terms of Payment**

Indeed shall pay Publisher within thirty (30) days of the end of each calendar quarter; provided the amount owing to Publisher is at least one hundred US dollars ($100). If the amount owing to Publisher is less than $100, the balance will carry over to subsequent calendar quarters until such time that the quarter-end balance is at least one hundred US dollars ($100). Publisher is solely responsible for providing and maintaining accurate contact and payment information associated with Publisher Account. Indeed may withhold any and all payment if Publisher is in breach of these IPP Terms and Indeed shall have no further liability to Publisher.

#### **6. Termination**

Either party may terminate these IPP Terms and participation in the Program at any time by sending a notice by email to support-at-indeed dot com or other email address specified by Indeed in the case of Indeed, and to the email address specified in Publisher’s profile in the Program in the case of Publisher.

Upon termination of a publisher from the Program, for any reason and by either party, Publisher shall immediately remove all insertion codes and other Program Elements from all pages of its websites.

#### **7. Confidentiality**

Publisher shall not disclose Indeed Confidential Information without Indeed’s prior written consent. “Indeed Confidential Information” includes without limitation: (a) all Indeed software, technology, programming, specifications, materials, guidelines and documentation relating to the Program; (b) click-through rates or other performance statistics relating to the Program provided to Publisher by Indeed; and (c) any other information designated in writing by Indeed as “Confidential” or an equivalent designation.

#### **8. Indemnification**

Publisher shall indemnify, defend and hold harmless Indeed, its agents, affiliates, licensors, and Partners from any third party claim or liability (including without limitation reasonable legal fees) arising out of Publisher’s Program use, Publisher Property, site or Publisher Services, or breach of these IPP Terms.

#### **9. Governing Law and Dispute Resolution**

These IPP Terms and any dispute arising out of or in connection with these IPP Terms or related in any way to the Site (“Dispute”) will be governed as to all matters, including, but not limited to the validity, construction and performance of these IPP Terms, by and under the laws of the State of Texas, United States of America, without giving effect to conflicts of law principles thereof. Any and all actions, lawsuits, or other legal proceedings related to such Dispute shall be filed only in the federal or state courts located in Travis County, Texas, U.S.A. Each of the Parties hereby consent to the exclusive personal jurisdiction of the federal or state courts located in Travis County, Texas, U.S.A.

You also hereby waive any right to a jury trial in connection with any action or litigation in any way arising out of or related to your use of the Site or these terms of service, if you are located in the United States.

#### **10. Class Action Waiver**

By using the Site and in return for the services offered by Indeed, Publisher acknowledges that Indeed can only offer Publisher these services under the terms and conditions as presented herein. As partial consideration for Publisher’s use of the Site and these services, Publisher agrees not to sue Indeed as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against Indeed regarding Publisher’s use of the Site. Additionally, as a Publisher, the use of the Site is at no charge and Publisher acknowledges that part of the price it is paying to use this Site is its acceptance of these terms of service including this Class Action Waiver. If Publisher does not agree to any part of these terms, Publisher should not continue use of the Site. Nothing in this paragraph, however, limits Publisher’s rights to bring a lawsuit as an individual plaintiff, including in small claims court, subject to the jurisdiction requirements found in Section 9 above.

### **D. Terms of Service for All Users**

The following terms and conditions apply to all Job Seekers, Employers, Publishers and other users who access or use the Site, or otherwise indicate their acceptance to this Agreement. For purposes of this Section D of the Indeed General Terms of Service, all references to “you” or “your” shall mean you, the individual or organization accessing this Site in any capacity.

#### **1. Accessing External Sites**

The Site contains links to other sites on the Internet which are owned and/or operated by third-party vendors and other third parties (the “External Sites”). You acknowledge that Indeed is not responsible or liable for any such third parties or for the availability of, or the materials located on or through any External Sites. You should contact the site administrator or webmaster for the applicable External Site if you have any concerns regarding such links or the materials located on an External Site.

In addition, Indeed may provide you with links to third party sites that offer you services for your use or benefit. We may stop offering any such third party sites or services at any time. **If you choose to use such third party sites or services, you enter into an agreement with such third party alone at your own risk.** When entering into an agreement with such parties, you are giving them your data directly and your rights and their obligations are determined by their privacy policies and terms of service. **We are not responsible for any content or services provided by these third parties, and disclaim all liability from anything that may occur when you utilize such third parties.** **We are additionally not responsible for any payment that may be asked of you by such third party. You will be notified on the site that these are third party sites and services, and not Indeed.**

For example, Indeed may provide you with access to a link on Indeed to background check services offered and performed by a third party (each a “Third-Party Background Check Service”). This service may be offered in the form of permitting a Jobseeker to request their own background check or permitting an Employer to request a background check of a Jobseeker. If you choose to use this link and these services, you are contracting directly with the Third-Party Background Check Service, and Indeed is not a party to this contract. Please note (and you acknowledge) that Indeed cannot and does not assemble, access, view, analyze, manipulate, alter, evaluate or store the background check reports provided by any Third-Party Background Check Service to you or to any other Indeed user. Indeed operates solely as a technical conduit, allowing the transmission of background checks sent by a Third-Party Background Check Service to you. Further, you agree to fully indemnify and defend Indeed for any claims arising out of your use of a Third-Party Background Check Service’s services or a background check provided to you by a Third-Party Background Check Service.

Pages on the Site may embed content and information provided by third-party APIs, which is subject to additional terms and conditions imposed by those third parties. For example, the Site may include Google Maps features and content, which is subject to the current versions of: (1) the [Google Maps/Google Earth Additional Terms of Service](https://maps.google.com/help/terms_maps/); and (2) the [Google Privacy Policy](https://www.google.com/policies/privacy/). Information on Company Pages includes publicly available information and/or information provided by the respective company and/or may come from third parties. For example, data about companies located in Japan may come from Toyo Keizai Shinpo Inc.

Please note that while this Agreement describes Indeed’s services generally, services may differ by availability, and you should check the Site in your location to see which services are available to you. For example, while some parts of this Agreement describe matching services, Indeed does not offer any matching services in Japan.

#### **2. Using our Site**

When you use the Site, you agree to Indeed knowing, processing, analyzing, and recording any and all activities you take on the Site and any and all interactions and communications you have with, on, or through the Site, including, but not limited to, knowing, processing, analyzing, and recording which areas of the Site you visit (including without limitation URLs), which content you view, which info you input, whether and where you click, scroll, hover-over, mouseover, or otherwise interact with or communicate with or through the Site, the timing of each activity, and time spent on each activity. Indeed collects data from users visiting our Site in private browsing mode, “incognito mode,” or similar modes. You agree that Indeed may use third-party vendors to create, store, process, analyze, and record any and all such interactions, activities, and communications made with, on, or through our Site, and that such vendors’ activities are an extension of the Site. The Site cannot work as Indeed intends it to work unless Indeed undertakes such activities. If you do not want your actions to be processed, analyzed, or recorded this way, do not use the Site.

Use of any automated system or software, whether operated by a third party or otherwise, to extract data from the Site (such as screen scraping or crawling) is prohibited. Indeed reserves the right to take such action as it considers necessary, including issuing legal proceedings without further notice, in relation to any unauthorized use of the Site. If you wish to make commercial use of the Site, if you wish to make use of the Site in any capacity other than that of a Jobseeker or Employer, or if you wish to purchase Indeed services that utilize the Site, you must have a prior written agreement with Indeed to do so, or have accepted Indeed’s online terms of service. Please [contact us](https://www.indeed.com/support/contact?hl=en&co=US) for more information. We reserve the right at all times (but will not have any obligation) to terminate users, and reclaim usernames or URLs, for any reason.

#### **3. User Content**

Some parts of the Site, such as message boards and forums or job posting pages, may allow users to post content like Job Listings, resumes, information, text, images, audio, video, messages, and other materials (any such materials that a user submits, posts, displays, or otherwise makes available on or through the Site, or any materials that a user submits to Indeed, including where it is stated that such materials may be posted on the Site or a third party website, including, but not limited to, mobile apps, are referred to herein as “User Content”). Such functionality is designed to help users obtain career and company information, to let users know of jobs, to provide information about potential job candidates, and facilitate other communication. User Content is provided by third-party contributors, many of whom may use anonymous screen names. User Content may be inaccurate, incomplete, misleading or deceptive. Once updated by the user, it may take a few days for the change to User Content to be reflected. For example, the Site hosts Company Pages, which allow User Content to be posted by individuals that may not be affiliated with the Company who owns the Company Page, including but not limited to the answers to Q&A questions on Company Pages. Indeed does not endorse and is not responsible for any User Content, including any opinion, advice, information, or statement contained therein. Some elements of Indeed job search results pages may appear to be content produced by Indeed, but are actually a reproduction of user-generated search queries. Job Ads or other User Content may be reformatted or include words such as “Powered by Indeed”. Such content retains its status as User Content despite reformatting or addition of “Powered by Indeed” or a similar phrase. You acknowledge that by accessing the Site, you may come into contact with content (including User Content) that you find harmful, offensive, threatening, indecent or objectionable, including, but not limited to, explicit language and other potentially offensive material, and you acknowledge that Indeed shall have no liability with respect to such content.

You must not post any User Content that is unlawful, fraudulent, discriminatory, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, or that contains sexual, ethnic, racial or other discriminating slurs, or that contains no relevant or constructive content. You must also not post any User Content that contains proprietary information, trade secrets, confidential information, advertisements (other than Job Advertisements permitted by this Agreement), solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us in writing), or encourages or causes spamming or flooding.

You are prohibited from posting any User Content containing official identification information (whether your own or of another person), such as social security number, passport number, national identification number, insurance number, driver’s license number, immigration number, or any other similar number, code, or identifier. Posting such identification information may lead to identity theft and other adverse consequences. Indeed may remove any such identification information, but does not undertake any obligation to do so, and has no responsibility and disclaims all liability for any posting of such identification information. Indeed reserves the right to change the display of resume on its Site, including, but not limited to, hiding fields, rearranging its format, and changing visual elements.

Although Indeed has no obligation to do so, Indeed may monitor User Content, and reserves the right to delete any User Content or portion thereof that, in Indeed’s sole discretion, violates the above rules, including any User Content that is unrelated to the specific portion of the Site on which it is posted, or that is an advertisement, recruiting or other commercial message (other than Job Advertisements permitted by this Agreement), or that Indeed deems in its sole discretion to be inappropriate. Indeed may limit your use of the Site, including but not limited to, your ability to contact other Employers or Job Seekers. If you believe that any User Content violates this Agreement or our policies, please [contact Indeed](https://www.indeed.com/support/contact?hl=en&co=US) immediately so that we may have the opportunity to consider its removal. You acknowledge and agree that Indeed does not have any obligation to host or remove any User Content, and i) the interpretation of whether any User Content violates any Indeed policy, ii) whether to publish or to withdraw from publication any User Content, and iii) whether to exclude any material that any party seeks to post on Indeed, will always remain within the sole discretion of Indeed. You agree that Indeed has no liability to you or anyone else arising from its editorial decisions. You acknowledge and agree that Indeed is an interactive computer service and does not have any obligation to screen any User Content, or to include any User Content (including without limitation Job Ads) in its search results or other listings, and may exclude or remove any User Content from publication for any or no reason.

Indeed reserves the right to disclose all User Content and other relevant information, and the circumstances surrounding their transmission, to any third party in connection with operating the Site; to protect itself, its affiliates, its partners and its visitors; and to comply with legal obligations or governmental requests. This means, for example, that Indeed may honor subpoenas, search warrants, law enforcement or court-mandated requests to reveal a user’s electronic address and identity, or other properly requested information. When you post on Indeed confidentially or otherwise (e.g. anonymous Company Reviews or a confidential Job Ad), your identity may be discoverable by legal request, including, but not limited to, requests from the government or law enforcement.

Without limiting the generality of the foregoing, Indeed reserves the right (but is under no obligation) to remove any Job Listing that directly or indirectly discriminates against Job Seekers. Direct discrimination means, for example, that a Job Listing specifically makes clear that only Job Seekers matching a certain criteria are wanted, thereby excluding others because of, for example, their gender, race, age or disability. Indirect discrimination means, for example, that a Job Listing implicitly excludes certain classes of Job Seekers by making it impossible for them to qualify for the job requirements. You understand and agree that it is your responsibility to refrain from posting any Job Listing that directly or indirectly discriminate against Job Seekers or otherwise violate applicable law.

Please note: Section 230 of the U.S. Communications Decency Act provides that:  
**(1) Treatment of publisher or speaker**  
No provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information content provider.  
**(2) Civil liability**  
No provider or user of an interactive computer service shall be held liable on account of-  
**(A)** any action voluntarily taken in good faith to restrict access to or availability of material that the provider or user considers to be obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable, whether or not such material is constitutionally protected; or  
**(B)** any action taken to enable or make available to information content providers or others the technical means to restrict access to material described in paragraph (1).

#### **4. License to User Content and Feedback**

Only to the extent permitted by law, you grant Indeed a nonexclusive, worldwide, perpetual, (revocable only as described below), fully paid, royalty-free, transferable, sublicensable (through multiple layers of sub-licensees) right and license to make, use, sell, sublicense, reproduce, distribute, perform, display, prepare derivative works from and otherwise exploit all User Content you post or submit, for the purpose of publishing material on the Indeed website or its publishers, maintaining the Indeed website and promoting Indeed and such User Content without restriction. You understand that no compensation in any form shall be due or payable to you in connection with Indeed’s exercise of its rights under the license granted under this Section. To the extent any compensation may be due under applicable law as a result of, or in connection with, Indeed’s exercise of these rights, you hereby waive any and all rights to such compensation.

Furthermore, you grant to Indeed, its affiliates, and sublicensees a license to use your name, user name, and/or trademarks and logos in connection with (i) any such User Content, (ii) any Indeed marketing materials containing or incorporating such User Content, or (iii) any actions by Indeed to promote or publicize such User Content (e.g. Job Listings), including without limitation the use of keywords in third-party internet search engines. To any extent that such User Content contains your name, likeness, voice or image, you hereby irrevocably waive all legal and equitable rights relating to claims for violation of your rights of publicity (or any similar claims) arising directly or indirectly from Indeed’s exercise of its rights pursuant to the license granted hereunder.

You represent and warrant that: (i) you own the User Content that you submit, post, display, or otherwise make available on or through the Site, or that you otherwise have the right to grant the license set forth in this section, (ii) such User Content, and its submission, posting, display or availability on or through the Site does not violate applicable law or the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person or entity, and (iii) such submission, posting, display or availability on or through the Site does not result in any breach of contract between you and any third party. You agree to pay for all royalties, fees, damages, and any other monies owed to any person or entity by reason of such User Content. You agree to defend, indemnify and hold harmless Indeed and its affiliates from any claims resulting from any such User Content. If you wish to request to revoke the license granted by you in this Section for any such User Content, please send a certified letter of request to the postal address listed above with a copy of your passport or national identity card (for identity verification purposes) and request removal of such User Content. Your certified letter of request must include (a) the signature of the applicable rights holder for such User Content or a person authorized to act on behalf of the rights holder; (b) identification of the User Content for which the license is to be revoked, and information reasonably sufficient to allow Indeed to locate and remove such User Content on the Site; (c) your name, address, telephone number, and email address; (d) a statement that you have a good faith belief that you are the rights holder or authorized by the rights holder to revoke the license for the designated User Content; and (e) a statement that the information in the request is accurate, and under penalty of perjury, that you are the rights holder or are authorized to act on behalf of the rights holder with respect to such User Content. There may be a charge for answering and executing such a request; please contact Indeed for more details.

At your discretion, you may provide feedback and related materials to Indeed concerning the functionality and performance of the Site from time to time, including, without limitation, identifying potential errors, improvements, modifications, bug fixes, or enhancements (“Feedback”). If you, through your evaluation or otherwise, provide any Feedback, you hereby grant to Indeed a nonexclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple layers of sublicensees) right and license to make, use, sell, sublicense, reproduce, distribute, perform, display, prepare derivative works from and otherwise exploit all such Feedback for any purpose without restriction. You agree that Indeed may disclose any or all Feedback to any third party in any manner, and you agree that Indeed may sublicense any or all Feedback in any form to any third party without restriction. By providing any Feedback, you agree that your provision of such Feedback is gratuitous, unsolicited and without restriction, and will not place Indeed under any fiduciary, confidentiality or other obligation, and that we are free to use such Feedback without any additional compensation to you, and free to disclose such Feedback on a non-confidential basis or otherwise to anyone. You further acknowledge that, by accepting any Feedback, Indeed does not waive any rights to use similar or related ideas previously known to Indeed, or developed by its employees, or obtained from sources other than you.

#### **5. Rules for Using Our Site**

You agree not to access (or attempt to access) the Site by any means other than through the interface that is provided by Indeed, unless you have been specifically allowed to do so in a separate, written agreement with Indeed. You agree that you will not engage in any activity that interferes with or disrupts the Site (or the servers and networks which are connected to the Site). Unless you have been specifically permitted to do so in a separate, written agreement with Indeed, you agree that you will not crawl, scrape, reproduce, duplicate, copy, sell, trade or resell the Site for any purpose. Using or providing any false, fake, or fictitious name or contact information in connection with the Site is grounds for immediate termination of your Indeed account and ability to use the Site. You agree that you are solely responsible for (and that Indeed has no responsibility or liability to you or to any third party for) any breach of your obligations under this Agreement and for any consequences (including any loss or damage which Indeed may suffer) of any such breach.  
You agree that you shall not transmit to Indeed or upload to or through the Site (whether as User Content or otherwise) any Harmful Code, or use or misappropriate the Site for your own commercial gain. “Harmful Code” shall mean any software (sometimes referred to as “viruses,” “worms,” “Trojan horses,” “time bombs,” “time locks,” “drop dead devices,” “traps,” “access codes,” “cancelbots” or “trap door devices”) that: (a) is designed to damage, disrupt, disable, harm, impair, interfere with, intercept, expropriate or otherwise impede in any manner, any data, storage media, program, system, equipment or communication, based on any event, including for example but not limited to (i) exceeding a number of copies, (ii) exceeding a number of users, (iii) passage of a period of time, (iv) advancement to a particular date or other numeral, or (v) use of a feature; or (b) would enable an unauthorized person to cause such result; or (c) would enable an unauthorized person to access another person’s information without such other person’s knowledge and permission. Without limiting the foregoing and by way of example only, users may not:

* Generate or facilitate unsolicited commercial email (“spam”). Such activity includes, but is not limited to:
  + sending messages in violation of the CAN-SPAM Act under U.S. law or any other applicable anti-spam law;
  + imitating or impersonating another person or his, her or its email address, or creating false accounts for the purpose of sending spam;
  + data mining the Site or any content, service, or property provided by Indeed “Indeed Property”;
  + sending messages to users who have asked not to be contacted;
  + selling, exchanging or distributing to a third party the contact information of any person without such person’s knowledge of, and continued consent to, such disclosure; and
  + using Indeed Resume Search contacts in violation of Indeed policy, as determined by Indeed, including, for example, as indicated by low response rates from those persons contacted.
* Send, upload, distribute or disseminate any unlawful, defamatory, harassing, abusive, fraudulent, infringing, obscene, or otherwise objectionable content, or offer to do the same. Indeed may block the transmission of such content.
* Intentionally distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other Harmful Code or items of a destructive or deceptive nature.
* Conduct or forward pyramid schemes or similar programs.
* Transmit content that may be harmful to minors.
* Impersonate another person (via the use of an email address or otherwise) or otherwise misrepresent yourself or the source of any email.
* Transmit another’s intellectual property or other proprietary or confidential information without such owner’s or licensor’s permission. Users who repeatedly post intellectual property owned by others will be banned from Indeed.
* Violate the legal rights (such as rights of privacy and publicity) of others.
* Promote or encourage illegal activity.
* Interfere with other Indeed users’ enjoyment of the Site.
* Create multiple user accounts in connection with any violation of the Agreement or create user accounts by automated means or under false or fraudulent pretenses.
* Sell, trade, resell or otherwise exploit for any unauthorized commercial purpose, or transfer, any Indeed account.
* Modify, adapt, translate, or reverse engineer any portion of the Site.
* Remove any copyright, trademark or other proprietary rights notices contained in or on the Site.
* Reformat or frame any portion of the web pages that are part of the Site without Indeed’s explicit written permission.
* Contact other Indeed users about multi-level marketing (MLM) programs, jobs that require payment to start, or any topics Indeed considers detrimental to its users.
* Create multiple Indeed accounts without permission.
* Create multiple Indeed accounts not under your corporate or company name, in order to attempt to achieve higher visibility in the free-to-post system.
* Bypass any limitations or suspensions of functionality.
* Provide false information.
* Scrape the Indeed Resume Search database
* Scrape or otherwise replicate any Indeed content for competitive purposes
* Use ad blocking or similar software in connection with your use of the Site, if and only to the extent that such software interferes with or prevents the display of Job Ads.

Indeed reserves the right to use any User Content (including the content of messages or material sent through or to the Site or Indeed) to prevent potentially illegal or tortious activities, or any other activities that are detrimental to other users. Indeed reserves the right to use a variety of methods to detect and block the above anomalous activity and to screen User Content to prevent abuse such as spam or fraud. However, such detection methods are not perfect and false positives may occur. If you use the Site, you agree to Indeed enforcing the above rules or attempting to prevent spam, fraud, or other anomalous activity. Such measures may result in a temporary or permanent suspension or termination of your account, of your access to Indeed’s message relay, or of your use of any other functions of the Site, with or without notice. Indeed shall not be responsible or liable for any such suspension or termination, including any consequences thereof.  
We reserve the right to not deliver any message, including, but not limited to, job applications, that Indeed suspects to be malicious or spam, for fraud mitigation, or for any reason. This includes but is not limited to messages with an .ade, .adp, .bat, .chm, .cmd, .com, .cpl, .exe, .hta, .ins, .isp, .jar, .jse, .lib, .so, .dll, .lnk, .mde, .msc, .msp, .mst, .pif, .scr, .sct, .shb, .sys, .vb, .vbe, .vbs, .vxd, .wsc, .wsf, .wsh, or .zip attachment or any other attachment containing scripts, macros, or other code. Indeed further reserves the right to conduct investigations to determine whether you are perpetrating a scam, spamming Indeed or its users, or otherwise conducting fraudulent activity on Indeed by various means, including but not limited to investigating your functionality by setting up profiles and names that belong to Indeed. Indeed reserves the right to turn over any information gathered via such investigations to the police or other third party if Indeed has a good faith belief that you are using the Site in violation of these terms.

You may not use the Site, or otherwise exchange services or money with Indeed, if you appear on any of the following lists administered by the United States Government: (a) Bureau of Industry and Security, U.S. Department of Commerce, Denied Persons List; (b) Bureau of Industry and Security, U.S. Department of Commerce, Unverified List; (c) Defense Trade Controls –List of Debarred Parties; and (d) Specially Designated Nationals, Terrorists, Narcotics Traffickers, Blocked Persons and Vessels List; and (e) Bureau of Industry and Security, Department of Commerce, The Entity List. If you appear on such a list, Indeed may terminate this Agreement and your license to use the Site without any further obligations to you whatsoever.

#### **6. Registering with and Contacting Indeed**

Some areas of the Site, including areas that may permit you to set up an Indeed account, require you to register or provide an email address. If you so register, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by our registration form (including your email address) and (b) be responsible for the confidentiality and use of your username and password, and not transfer or resell your use of or access to the Site to any third party. Please note that any individuals with whom you have shared your username and password and who are able to answer verification questions about your Indeed account may receive access to information regarding your Indeed account. You are advised to safeguard important data and to not upload confidential information on the Site. We reserve the right at all times (but will not have an obligation) to terminate users or to reclaim usernames or URLs. **Indeed encourages you to enable two-factor authentication on your account. If you do not enable two-factor authentication on your account, please be aware that you are proceeding at your own risk.**If someone obtains unauthorized access of your account, they may have the ability to contact users or take other actions through your account, and Indeed may have only limited ability to remedy such situations.

You agree that Indeed may, as part of its services to you, communicate with you, or initiate communication with you on behalf of a third party, through your Indeed account or through other means such as email, telephone (including mobile phone), or postal mail, including through the use of contact information that you may provide to Indeed or that Indeed may otherwise obtain from third-party sources. By providing Indeed with a mobile phone number, you confirm that you are the primary user and subscriber to the telephone number entered, and you expressly consent to receiving communication via such mobile number. If you are a Job Seeker who provided your phone number in connection with your job application, you agree the Employer may contact you at that number. When you give Indeed a mobile number and consent to receiving communication, such communications are inherent to the services you have signed up for. To stop receiving text messages at any time, reply to the text with STOP or [contact Indeed Customer Support](https://www.indeed.com/support/contact?hl=en&co=US). For clarity, you agree and understand that texting STOP in response to an Indeed SMS alert will unsubscribe you from Indeed SMS alerts. However, you may continue to receive texts related to some offerings to which you have subscribed, such as Text2Apply and Hiring Events. In order to unsubscribe from these, you must respond STOP within the specific text flows of those offerings. Please note that replying STOP to any text message would unsubscribe you from text messages only, but you may still receive other communications from Indeed. You may also revoke your consent to receive text messages by terminating the Agreement through closing your Indeed account. By enabling two step verification, you verify that you are the owner of the phone number you provided. Revoking consent by replying STOP or terminating the Agreement does not apply to a phone number that an Employer already has that you provided as part of a job application. Once an Employer has your phone number, you agree that Indeed is not responsible or liable for the manner in which the Employer uses the number.

#### **7. Disclaimers of Warranties**

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#### **8. Limitations of Liability**

UNDER NO CIRCUMSTANCES SHALL INDEED OR ITS AFFILIATES, OR ITS OR THEIR THIRD-PARTY LICENSORS, BE LIABLE TO ANY USER ON ACCOUNT OF THAT USER’S USE OR MISUSE OF OR RELIANCE ON THE SITE. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, OR OTHERWISE, EVEN IF INDEED OR ITS AFFILIATES, OR ITS OR THEIR THIRD-PARTY LICENSORS, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SITE, FROM RELIANCE OR DAMAGE CAUSED BY INFORMATION POSTED ON THE SITE, FROM INABILITY TO USE THE SITE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SITE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). THIS LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SITE OR RECEIVED THROUGH ANY LINKS MADE AVAILABLE ON THE SITE. THIS LIMITATION SHALL ALSO APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA. SUCH LIMITATION SHALL FURTHER APPLY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SITE OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO, THE SITE. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE EXTENT PERMITTED BY LAW, THE MAXIMUM AGGREGATE LIABILITY OF INDEED AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT YOU PAID INDEED TO USE THE SITE.

Without limiting the foregoing, under no circumstances shall Indeed or its affiliates, or its or their third-party licensors, be liable or responsible, or be deemed to have defaulted under or breached this Agreement, for any delay or failure in fulfillment or performance resulting, arising out of or caused by, directly or indirectly, or results from acts, causes, forces or circumstances beyond its or their control, including, without limitation, the following force majeure events: (a) acts of God or natural catastrophes or forces, (b) flood, fire, storm, earthquake, epidemics, explosion or other similar events; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riots, insurrections, other civil unrest or disturbances, military disturbances or sabotage; (d) government action, order, law or regulation or orders of domestic or foreign courts or tribunals; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor disputes or stoppages or slowdowns or other industrial disturbances or shortage of labor or materials; (i) breakdown, interruptions, loss., fluctuations or malfunctions of utilities (including heat, light or air conditioning), communications, computers (software and hardware, and including, but not limited to, computer viruses), or telephone communication services; (j) internet, computer equipment, telecommunication equipment, electrical power or other equipment or mechanical failures or shortages; (k) loss of data due to power failures or mechanical difficulties with information storage or retrieval systems; (l) non performance of third parties; and (m) other events beyond the control of Indeed.

#### **9. Claims of Infringement**

U.S. Copyright Infringement. The Digital Millennium Copyright Act of 1998 (the “DMCA“) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by Indeed infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information as required by 17 USC. § 512(c)(3)(A): (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the site are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Indeed to locate the material on the site; (d) the name, address, telephone number, and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send Indeed a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see http://www.loc.gov/copyright/ for details. Notices and counter-notices with respect to the Site should be sent in writing to Indeed Copyright Notice, 6433 Champion Grandview Way, Building 1, Austin, TX, 78750, USA (copyright @ indeed.com) (remove spaces when sending email). We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there are penalties for false claims under the DMCA.  
Other Claims of Infringement. For claims of infringement that do not involve a U.S. copyright, please [contact us](https://www.indeed.com/support/contact?hl=en&co=US) via our Site [contact form](https://www.indeed.com/support/contact?hl=en&co=US).

#### **10. Governing Law and Dispute Resolution**

If you are neither a Job Seeker nor an Employer as defined in this Agreement and are not using the Site as intended by Indeed, this Agreement will be governed as to all matters, including, but not limited to the validity, construction and performance of this Agreement, by and under the laws of Travis County, Texas, U.S.A.

#### **11. Severability and Reformation**

Each provision of this Agreement is a separately enforceable provision. If any provision of this Agreement is determined to be or becomes unenforceable or illegal, such provision shall be reformed to the minimum extent necessary in order for this Agreement to remain in effect in accordance with its terms as modified by such reformation. The unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

#### **12. Filtering for Minors**

We hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available from [GetNetWise](http://www.getnetwise.org/) and [OnGuard Online](http://onguardonline.gov/). Please note that Indeed does not endorse any of the products or services listed on such sites.

#### **13. Use of Site by Minors**

The Site is not for use by anyone under the age of 16. However, if local laws provide for an alternative minimum age for Indeed to lawfully provide the services in the Site to you, then that shall apply as the applicable minimum age. In all jurisdictions outside the European Union, if you are under the age of 18 or the age of majority in your jurisdiction, you must use Indeed under the supervision of your parent, legal guardian or responsible adult. Indeed adopts a range of measures to try to ensure that we do not accept individuals who do not meet the minimum age and any other applicable age requirements. If you do not satisfy these age requirements, please email privacy-dept @ indeed.com (remove spaces when sending email).

#### **14. Using e-Signature**

Some pages on the Site may offer an e-signature option, which is powered by a third-party service provider. By using e-signatures on the Site, you agree that your e-signature is intended to authenticate the document you’re signing, and your e-signature will have the same force and effect as a manual signature. Indeed disclaims all warranties associated with e-signatures, including any errors associated with the software or the validity of the signature. Indeed is not a legal record keeper. Your use of e-signatures is at your own risk, and it is your responsibility to ensure that your document is received and to retain your own copies.

#### **15. Beta Products**

Indeed may offer beta test products or features on our Site. You will know that a product or feature is offered on a beta or test basis because the product name or feature will state that it is offered on a beta or test basis or the name will include the word “beta.” These beta test products or features may be offered in limited quantities, in limited locations, and for a limited time. Indeed may discontinue or cancel all or part of a beta product or feature at anytime without prior notice to you. ANY BETA PRODUCT OR FEATURE IS IN TESTING PHASE AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, IS BELIEVED TO CONTAIN DEFECTS, AND A PRIMARY PURPOSE OF THIS BETA TEST IS TO OBTAIN FEEDBACK ON THE PRODUCT PERFORMANCE. YOU ARE ADVISED TO SAFEGUARD IMPORTANT DATA, TO USE CAUTION AND NOT RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE BETA PRODUCT OR FEATURE OR ACCOMPANYING MATERIALS. If you have been invited to test a beta product or feature, you agree that, unless otherwise specifically provided herein or agreed by Indeed in writing, any beta product or feature and any documentation provided corresponding with a beta product or feature constitute confidential proprietary information of Indeed. You shall permit only authorized users, who possess rightfully obtained access to any beta product or functionality, access to the beta product or functionality or any corresponding documentation. You agree not to transfer, copy, disclose, provide or otherwise make available such confidential information in any form to any third party without the prior written consent of Indeed.

#### **16. Questions or Complaints**

If you have a question or complaint regarding the Site, please use our [Indeed Help Center](https://www.indeed.com/help?hl=en&co=US). When you use the Indeed Help Center, you are accessing a third party site Zendesk and consent to receiving cookies from Zendesk, as set forth in the [Zendesk cookie policy](https://www.zendesk.com/company/customers-partners/cookie-policy/). Please note that communications within Zendesk will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

#### **17. Miscellaneous**

This Agreement (including any other section of this Agreement like the Indeed Ads Program Terms or Indeed Resume Terms) constitutes the entire agreement between the parties with respect to the subject matter hereof, including any and all provisions applicable to the parties, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of this Agreement will be effective only if in writing and signed by Indeed. This Agreement, together with any amendments and any additional agreements you may enter into with Indeed in connection with the Site, shall constitute the entire agreement between you and Indeed concerning the Site. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. You agree that this Agreement cannot be altered, amended, modified or overridden, except by a document signed by an authorized representative of each party. For the avoidance of doubt, email or phone communication between you and an Indeed employee shall not constitute an amendment or alteration of this Agreement.

By accessing or using the Site, you signify your assent to this Agreement and agree to comply with all applicable laws and regulations, including U.S. or other export and re-export control laws and regulations, copyright laws and other laws regarding intellectual property. You represent, warrant and covenant that you are not (a) located in, or a resident or a national of, any country subject to a U.S. government embargo, sanctions, or other restriction, or that has been designated by the U.S. government as a “terrorist supporting” country; (b) on any of the U.S. government lists of restricted end users; or (c) the subject of sanctions consistent with U.S. law imposed by the government of the country where you are using Indeed. If (a), (b), or (c) applies to you, you may not use the Site or Services, and Indeed may terminate this Agreement and your access to the Site and Services without any further obligations to you whatsoever. The materials on the Site are provided with “Restricted Rights.” Use, duplication, or disclosure by the Government is subject to restrictions as set forth in applicable laws and regulations. Use of the materials by the Government constitutes acknowledgment of Indeed’s proprietary rights in them.  
You understand and acknowledge that Indeed or its affiliates, or its or their licensors, owns all right title and interest to the Site and all proprietary rights associated therewith. Indeed reserves all rights not specifically granted herein. You shall not modify any copyright notices, proprietary legends, any trademark and service mark attributions, any patent markings, or other indicia of ownership on the materials accessed through the Site, other than your User Content. Any use of materials or descriptions, any derivative use of the Site or its materials, and any use of data mining, robots, or similar data gathering and extraction tools is strictly prohibited. In no event may you frame any portion of the Site or any materials contained therein.

In the event of any irreconcilable conflict between these Indeed General Terms of Service and the Indeed Ads Program Terms, Indeed Resume Search Program Terms, Indeed Targeted Ads Terms, Terms of Service for Publishers or other subset of terms as applicable to you, the Indeed Ads Program Terms, Indeed Resume Search Program Terms, Indeed Targeted Ads Terms, Terms of Service for Publishers or other subset of terms as applicable to you will govern with respect to the Indeed Ads Program, Indeed Resume Program, Indeed Targeted Ads, Terms of Service for Publishers or other subset of terms as applicable to you, respectively, and these Indeed General Terms of Service will otherwise govern.

Any waiver of any provision of this Agreement will be effective only if in writing and signed by Indeed. This Agreement, together with any amendments and any additional agreements you may enter into with Indeed in connection with the Site, shall constitute the entire agreement between you and Indeed concerning the Site. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. You agree that this Agreement cannot be altered, amended, modified or overridden, except by a document signed by an authorized representative of each party. For the avoidance of doubt, email or phone communication between you and an Indeed employee shall not constitute an amendment or alteration of this Agreement.

Any notices to Indeed must be sent to the applicable Indeed entity identified in the first paragraph of this Agreement via certified first class or air mail or overnight courier, are deemed given upon receipt, and must reference the Program that is the subject of the notice (i.e., Indeed Ads Program, Indeed Resume Search Program, or Indeed Publisher Program). Notice to you may be effected by sending email to the email address specified in your account, or by posting a message to your account interface, and is deemed received when sent (for email) or no more than fifteen (15) days after having been posted (for messages in your Indeed Ads interface).

You may not assign or delegate any of your rights or obligations hereunder without Indeed’s prior written consent and any such attempt is void. Indeed may freely assign or delegate its rights and obligations hereunder without notice to you. Additionally, Indeed may assign any agreement between you and Indeed to any related Indeed entity by informing you of such assignment. Indeed and you are not in a legal partnership, agency relationship, or employment relationship. When Indeed provides the Site or any related services to you, Indeed does so solely in its capacity as a service provider.

#### **18. Apple-Specific Terms**

In addition to your agreement with the foregoing terms and conditions, and notwithstanding anything to the contrary herein, the following provisions apply with respect to your use of any mobile application version of the Site compatible with the iOS operating system of Apple Inc. (“Apple”, and such mobile application, the “App”). Apple is not a party to this Agreement and does not own and is not responsible for the App. Apple is not providing any warranty for the App except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the App and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the App, including any third-party product liability claims, claims that the App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the App, including those pertaining to intellectual property rights, must be directed to Indeed in accordance with the “Questions or Complaints” section above. The license you have been granted herein is limited to a non-transferable license to use the App on an Apple-branded product that runs Apple’s iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set forth in Apple’s App Store Terms of Service. In addition, you must comply with the terms of any third-party agreement applicable to you when using the App, such as your wireless data service agreement. Apple and Apple’s subsidiaries are third-party beneficiaries of this Agreement and, upon your acceptance of the terms and conditions of this Agreement, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof; notwithstanding the foregoing, Indeed’s right to enter into, rescind or terminate any variation, waiver or settlement under this Agreement is not subject to the consent of any third party.

#### **19. The Indeed Apps**

By using any of the Indeed Apps, including but not limited to the Indeed Job Search, Indeed Resume Search, Indeed Employer, Indeed Job Spotter or others, you agree that all of the terms and conditions found herein apply to your use of the Indeed App. Additionally, you agree that the Indeed App may send you push notifications, if you turn on receipt of notifications and/or sign up to receive notifications. By downloading and using the Indeed App, you are asking Indeed to make formatting changes to any Job Listings as they appear on your phone, in order to enable you to utilize Your Resume. You further acknowledge that your use of the Indeed Apps may require use of your data plan from your cellular provider. You are responsible for payment of all data usage accrued based on your use of the Indeed App, and Indeed disclaims all responsibility for such data usage. In addition, if you allow Indeed Apps to utilize location services, the Indeed Apps may suggest to you and collect from you information based on your geographic location. The legal entity that ( i) provides any services to you through the Indeed Apps, (ii) owns or licenses the intellectual property rights to any of Indeed Apps and/or (iii) has access or controls any personal data through the Indeed Apps may at times be an affiliate of Indeed, even if the entity identified as the application developer on any of the application marketplaces is Indeed, Inc.

 Indeed Products Terms of Service

**Last Updated: June 3, 2021**

### **Indeed Ads Program Terms**

These Indeed Ads Program Terms (“IAP Terms”) form a part of, and are incorporated into, the [Indeed Terms of Service](http://www.indeed.com/legal?hl=en#terms) (the “Agreement”), and apply to any Employer who accesses or uses the Indeed Ads Program, or who otherwise indicates its acceptance of these Indeed Ads Program Terms.

Any capitalized terms that are used but not defined in these IAP Terms have the meaning set forth in the Agreement.

#### **1. The** Program

Use of the Indeed Ads Program (“Program”) on or through the Site is subject to all applicable Indeed terms and policies, including without limitation the [Indeed Privacy Policy](https://hrtechprivacy.com/brands/indeed#privacypolicy) and those instructions provided on the Website, if you are using the Ads Program, through our on-line forms. Indeed policies may be modified at any time. With regards to any job advertisements posted on Indeed, either for payment or posted for free and including jobs provided to Indeed via an XML feed (“Job Listings” or “Job Ads”), you agree that you are solely responsible for all: (a) ad or job content, including, but not limited to, job descriptions and screener questions, or any other User Content in the ad, and target URLs (“Creative”), whether generated by or for you, including but not limited to photograph(s) you provide to Indeed; and (b) websites proximately reachable from Creative URLs and your services and products (collectively “Your Services”). You shall protect your passwords and take full responsibility for your own and any third party’s use of your accounts. Job Ads may be placed on (y) any content, service, or property provided by Indeed (“Indeed Property”), and (z) any other content or property provided by a third party (“Publisher”) upon which Indeed places Job Ads or provides search results of Job Listings (“Publisher Property”). Indeed does not guarantee performance or placement of Job Ads, and distribution on Indeed Property, Publisher Properties, or other sites, including, but not limited to, mobile apps, may vary depending on Indeed’s consideration of various factors, such as demand, industry, type of role, sponsorship, and other considerations. Placement of a Job Ad on a certain page (for example, on Indeed Gigs) is not a representation regarding the nature of the role for legal purposes. The placement of a Job Ad on Indeed Property, Publisher Properties, or other sites is within Indeed’s sole discretion. By sponsoring a Job Ad, you are agreeing to pay a price for each user “click” (a user action that results in a job description being displayed to the user) that such an ad receives. Click prices may vary based on a variety of factors, including without limitation the current supply and demand pertaining to advertisements and clicks, traffic on the Site, time of day, and other factors. By sponsoring a Job Ad you are requesting that Indeed manage the visibility of your Job Ads in the Indeed Search Engine Results Page to give your job exposure, in a way designed to make the experience on Indeed better for you and get your jobs better visibility. “Exposure” does not always mean the Job Ad will get a particular spot on the page, or that it will be called out with special wording, but means that it will be placed by Indeed in accordance with Indeed judgment and discretion in order to achieve what Indeed determines, in its sole discretion, to be the best visibility for such a job, considering the budget. By sponsoring a job you are requesting Indeed to manage this relative visibility and exposure on its search engine results page. You acknowledge and agree that such management of sponsored Job Ads is in Indeed’s sole discretion and is provided without warranty as to how and where Indeed shall place such Job Ads. You shall direct only to Indeed any communications regarding Job Ads on Publisher Properties. By posting or sponsoring a Job Ad on Indeed, including but not limited to by XML feed: you agree that Indeed may and authorize Indeed to reformat and host (but not change the content of) the Job Ad on an Indeed hosted page or in its publisher network in any way Indeed sees fit. All dashboards will reflect the total click count, including the clicks that open an Indeed reformatted or hosted page. In the event you provide Indeed with an indication that you are looking to fill your role in a short time period, as determined by Indeed, Indeed may add a label (such as “Urgent”, “Urgently Hiring” or similar) next to the word “Sponsored” on the search results page where your Job Ad is displayed. Indeed may use words or phrases interchangeably (for example, “Ad”, “Urgently Hiring”, “Paid”, “Promoted”, “Sponsored”, “Urgent” or similar) in connection with a sponsored advertisement on Indeed. Job Ads posted directly on Indeed may no longer appear on the Site after a period of time; in some cases, these Job Ads may need to be sponsored in order to remain visible or become visible again. However, Job Ads indexed by Indeed will expire after a period of time and Indeed is unable to restore their visibility. If you sponsor a Job Ad but do not provide a payment method for your campaign, the job campaign will not begin and your Job Ad will not be visible. Indeed may in its sole discretion remove the budget and post the job with organic visibility. Indeed may require sponsorship for the display of any Job Ad at any time for any reason. Indeed may recommend or suggest a budget for any Job Ad to maintain or optimize its visibility. The suggestion is made without warranty and is not a guarantee regarding placement or visibility of any Job Ad. If you are located in Japan, you acknowledge that Indeed’s content moderation policies may, in some instances, result in the modification of your Job Ad, and you agree to this activity. If you are an Indeed agency partner, you may be eligible to participate in an Indeed partnership program. Agency partners in this program may attain the rank of “Gold”, “Silver”, or “Bronze” based on their Indeed usage and engagement, measured by revenue. Indeed’s determination of an agency’s rank is made at Indeed’s full discretion and may be revoked at any time. Indeed may offer some Employers who sponsor Job Ads the opportunity to be displayed more prominently, or in an enhanced way, on the Site (“Featured Employer”). Featured Employer is awarded at Indeed’s sole discretion. The ability to receive Featured Employer, generally, is a function of both the number of open jobs at your company and how much you spend. A Featured Employer may also receive subscriptions to the Indeed Resume Program for a limited time (“Resume Rewards”), which are awarded at Indeed’s sole discretion. The Featured Employer program and Resume Rewards may be changed or removed by Indeed at any time, at Indeed’s sole discretion.

**Cost per Apply.** Indeed may offer a tool permitting an Employer to set a Sponsored Job advertising budget on a per-apply basis, referred to as either “cost-per-apply” or “pay-per-apply.” Employers may be placed into a test group and offered the cost-per-apply product by default. If you are placed in such a test group and wish to purchase a cost-per-click advertising plan instead of cost-per-apply, contact Client Success at 1-800-475-4361. Charges are based on applies (“Applies” or “Apply”), defined as an application to one of your Job Ads delivered by Indeed on the Site. Indeed may offer estimates regarding the number of Applies for a given budget; this information is based on estimates only and is not a guarantee of future performance or of any particular number of Applies. By selecting a desired number of Applies on the Site, you are requesting Indeed to display your Job Ad in Indeed’s sole discretion, using the budget you have selected. You will be charged upon the earlier of a) your ad campaign spending $500.00 or more or b) the beginning of the next calendar month after you sponsor your Job Ad. If you previously purchased cost-per-click Sponsored Jobs on the same account, you may also be charged once your Job Ad campaign spends $25.00. The campaign for your Job Ad will automatically pause after the number of Applies you have selected are delivered. **Charges are solely based on Indeed’s Apply measurements. Indeed’s determination of Apply count shall be binding.** Indeed and its affiliates, and its and their third-party licensors, disclaim all guarantees regarding positioning, accuracy, or the levels or timing of: (i) costs per Apply, (ii) delivery of any Applies, (iii) the interest level of any users who Apply to or view your job. Indeed further disclaims all guarantees regarding analytics and statistics provided to Employers in the cost-per-apply test group, as such information may be inaccurate or outdated during the test.

Indeed may offer conversion tracking feature that Employers may install on their own websites (“Conversion Tracker”). The Conversion Tracker will inform Indeed when a Job Seeker completes an application on the Employer website, allowing those applications to appear in the Employer Dashboard. By installing or using a Conversion Tracker, you represent and warrant that you shall do so in accordance with all applicable laws, including without limitation that you shall provide users of your website with all necessary disclosures, and obtain any necessary consent or agreement from such users, to permit the Conversion Tracker to function in accordance with applicable law, and you agree to defend and indemnify Indeed from any failure to do so. The Conversion Tracker is provided on an “as-is” and “as-available” basis, and without warranty. Indeed disclaims all liability for the content, accuracy, completeness, legality, reliability, or availability of the Conversion Tracker.

In some instances, you may be able to insert your own tracking pixels in your Job Ad for the purpose of measuring the performance of your ads. This is provided as courtesy, and Indeed may disable this option at any time. You are solely responsible for your use of the pixels, and Indeed disclaims all liability related to such use. Indeed provides no warranty regarding the proper functioning of the pixel, any numbers reported, or that use of the pixels would be error free. You are advised not to rely on the pixel. Any such tracking pixel, or analytics generated thereby, shall not be used to dispute or challenge Indeed’s click count, which is binding. You agree not to use the information collected using tracking pixels for any purpose other than for measuring the performance of your ads. For example, you may not use the pixel to profile users or for behavioral analytics. To the extent you decide to use such pixels, you agree to be in compliance with all applicable laws, including, but not limited to, privacy and data protection laws implicated by such use. For example, updating your privacy policy where necessary. You agree to defend and indemnify Indeed from any claim arising from your tracking pixel.

#### **2. Cancellation**

Unless otherwise stated in an Insertion Order or other agreement to advertise with Indeed, you may independently cancel online any advertisement at any time (such cancellation is generally effective within 24 hours). Indeed may immediately cancel the Program or these IAP Terms at any time upon notice. Indeed may modify the Program or these IAP Terms at any time without liability and your use of the Program after notice that these IAP Terms have changed indicates acceptance of the updated IAP Terms. Sections 1, 3, 4, 5 and 6 will survive any expiration or termination of these IAP Terms.

#### **3. Prohibited Uses**

You shall not, and shall not authorize any party to: (a) generate automated, fraudulent or otherwise invalid impressions or clicks; or (b) advertise anything illegal or engage in any illegal or fraudulent business practice in any state or country where your advertisement is displayed. You represent and warrant that (x) all your information is correct and current; (y) you hold and grant Indeed and Publishers all rights to copy, distribute and display Creative (“Use”); and (z) such Use and websites linked from your Jobs Ads (including Your Services therein) will not violate or encourage violation of any applicable laws. Violation of these policies may result in immediate termination of these IAP Terms or your account without notice, and may subject you to legal penalties and consequences. Indeed or Publishers may reject or remove any Job Ad, and Indeed may disable any Employer’s account, for any or no reason without notice. Although Indeed may indicate why a job or account has been removed or disabled, we cannot give every reason why a job or a company may be removed, and we always retain the right to remove any job, organic or sponsored, if we feel it is in our interest or our users’ interest. For examples of why Indeed may reject such Job Ads from Employers, refer to [Indeed’s Search Quality Policies](https://indeed.force.com/employerSupport1/s/topic/0TO1R000000drwcWAA/search-quality?language=en_US), which are provided by way of illustration and are not exhaustive. **By submitting your Job Ad to Indeed, you agree that Indeed is under no obligation to accept, host, or publish your Job Ad.** That decision is entirely Indeed’s in its sole discretion.  The Indeed team responsible for maintaining the quality of the Site is independent, and its decisions are final and not subject to review. Indeed may require some Job Ads to be sponsored in order to verify the legitimacy of the Job Ad and/or the Employer, to prevent abuse of the free to post system, to improve our services, or for any other reason in Indeed’s sole discretion. Indeed may also limit the number of free Job Ads you are allowed to post at a given time in Indeed’s sole discretion. For example, we may require you to sponsor the following types of Job Ads: identical jobs posted in multiple locations, jobs posted with a confidential or generic company name, jobs that are commission only, hard-to-fill jobs, jobs posted by a staffing agency, recruitment process outsourcer, or other recruitment-based company, and any other jobs as determined by Indeed. Additionally, Indeed may choose not to accept an employer’s XML feed or any Job Ads in an XML feed for any or no reason. If you are a job board as determined by Indeed, Indeed reserves the right to include or reject any or all of your Job Ads. By submitting Job Ads to Indeed, you agree that the determination as to whether you are deemed to be a job board is made by Indeed in its sole discretion, and such decision is binding, and you agree that Indeed is under no obligation to accept, host, or publish your Job Ad. That decision is entirely Indeed’s in its sole discretion. The Indeed team responsible for maintaining the quality of the Site is independent, and its decisions are final and not subject to review. For examples of why Indeed may stop accepting such Job Ads from job boards, refer to the [Job Board Inclusion Guidelines](https://indeedemployers.zendesk.com/hc/en-us/articles/204575734-Job-Board-Inclusion-Guidelines). As a job board, you may only post Job Ads on the Site for your own company; you may not post Job Ads on the Site for your clients and if you do or attempt to do so, Indeed reserves the right to disable your account. Indeed further reserves the right to reject any Job Ads which advertise staffing opportunities or platforms rather than actual jobs. You acknowledge that inclusion of jobs in violation of these guidelines on the Indeed Site may harm Indeed and its users.

#### **4. Disclaimer and Limitation of Liability**

INDEED’S PROVISION OF THE PROGRAM AND THE SITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WITH RESPECT TO THE PROGRAM AND YOUR USE THEREOF, INDEED AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION FOR NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. YOU USE INDEED, THE SITE, AND THE PROGRAM AT YOUR OWN RISK. Indeed does not guarantee that the Site or Program will always be error free, safe, or secure. Indeed and its affiliates, and its and their third-party licensors, disclaim all guarantees regarding positioning or the levels or timing of: (i) costs per click, (ii) click through rates, (iii) delivery of any impressions on any Publisher Property or Indeed Property or sections of such properties, (iv) clicks, (v) conversions for any Creative, or (vi) interest in your Job Listing. The aforementioned disclaimers apply regardless of whether a Job Listing appears on desktop or mobile. CLICKS ARE ANONYMOUS AND INDEED HAS NO RESPONSIBILITY FOR CONFIRMING A USER’S IDENTITY. A CLICK ON YOUR JOB LISTING DOES NOT GUARANTEE INTEREST IN SUCH JOB LISTING. EXCEPT FOR AMOUNTS PAYABLE PURSUANT TO SECTION 6 HEREUNDER, AND FOR ANY BREACH BY YOU OF SECTION 1, TO THE FULLEST EXTENT PERMITTED BY LAW: (a) NEITHER PARTY WILL BE LIABLE UNDER THESE IAP TERMS FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; AND (b) EACH PARTY’S AGGREGATE LIABILITY TO THE OTHER UNDER THESE IAP TERMS IS LIMITED TO AMOUNTS PAID OR PAYABLE TO INDEED BY YOU FOR THE JOB ADS GIVING RISE TO THE CLAIM.

#### **5. Payment**

You shall be charged based on click count, regardless of whether you set a total budget. If you are located in the United States, you shall pay all charges in US dollars. If your billing address is in India, you may only pay all charges in Indian Rupees. If your billing address is in Brazil, you may only pay all charges in Brazilian Reais. If your billing address is in the [Asia-Pacific Region\*](https://www.indeed.com/legal?hl=en#asiaPacificList), you may only pay all charges in Singapore Dollars, Australian Dollars, Japanese Yen, and US Dollars. If your billing address is anywhere else, you may be able to pay all charges in the following currencies, which you choose when creating an account: US Dollars, Euros, UK Pounds, Canadian Dollars, Australian Dollars, Swiss Francs, or Japanese Yen. This choice of currencies will be fully subject to Indeed’s discretion. Charges are exclusive of all taxes, including VAT. You are responsible for all taxes as applicable and appropriate. You are responsible for paying (y) all taxes and government charges, and (z) reasonable expenses and attorney fees Indeed incurs collecting late amounts. If you are in Japan, Japanese consumption tax will apply on the import of all Indeed products and services. You waive all claims relating to charges unless claimed within 60 days after the charge (this does not affect your credit card issuer rights). **Charges are solely based on Indeed’s click measurements. Indeed’s determination of click count shall be binding.** Refunds (if any) are at the absolute discretion of Indeed and only in the form of advertising credit for Indeed Property. If you are removed from Indeed, but have previously spent on Indeed, you are not entitled to a refund of previously spent amounts. You acknowledge and agree that any credit card and related billing and payment information that you provide to Indeed may be shared by Indeed with companies who work on Indeed’s behalf, such as payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment to Indeed and servicing your account. Indeed may also provide information in response to valid legal process, such as subpoenas, search warrants and court orders, or to establish or exercise its legal rights or defend against legal claims. Indeed shall not be liable for any use or disclosure of such information by such third parties. All withholding tax remittances to the government are your sole responsibility and Indeed shall have no liability whatsoever therefor. Invoices may be provided to you via electronic mail. To the extent permitted by law, if you have an unpaid or outstanding invoice or account balance for any Indeed product, Indeed reserves the right to suspend or terminate your use of that Indeed product as well as any other Indeed product, including but not limited to those Indeed product where you do not have an unpaid invoice or account balance.

#### **6. Indemnification**

You shall indemnify, defend and hold harmless Indeed, its agents, affiliates, licensors, and Publishers from any third party claim or liability (including without limitation reasonable legal fees) arising out of your Program use, Creative, site or Your Services, or breach of these IAP Terms.

### **Indeed Resume/CV Search Program Terms**

These Indeed Resume Search Program Terms or Indeed CV Search Program Terms (collectively, “IRSP Terms”) form a part of, and are incorporated into, the [Indeed Terms of Service](http://www.indeed.com/legal?hl=en#terms) (the “Agreement”), and apply to any Employer that accesses or uses the Indeed Resume Search offering, or that otherwise indicates its acceptance of these Indeed Resume Search Program Terms. By agreeing to the Indeed Resume Search Program Terms, you also agree to the [Indeed Terms of Service](http://www.indeed.com/legal?hl=en#terms).

Any capitalized terms that are used but not defined in these IRSP Terms have the meaning set forth in the Agreement.

#### **1. The Program**

Use of the Indeed Resume Search Program (“Program”) by an individual who posts his or her resume on the Site (hereinafter, “Resume Owner”) or Employer on or through the Site is subject to all applicable Indeed best-practice guidelines, policies and other terms and conditions made available to you, including through the Site, on the subscription purchase page, and on the FAQ and information page(s) for the country you are purchasing a subscription for, any or all of which may be modified at any time. Purchasing additional subscriptions or modifying subscriptions may reset the monthly billing date for subscriptions associated with your account, resulting in pro rata charges to account for the new date. You shall not use any information obtained from the Site except for internal use in selecting and contacting Resume Owners, through Indeed, for purposes of filling your Job Listings. You shall not use the Indeed Resume Search Program for  any directly or indirectly illegal, discriminatory, or fraudulent purpose. You are solely responsible for your use of the Program, including but not limited to, how you search for Job Seekers, who you decide to contact, and any employment related decisions you make. Contact information provided by Indeed, including any Relay Service email address, is for your individual use only and may not be shared with any other person. You are expressly forbidden from using any product or system intended to extract the information from a Resume, in order to circumvent the Resume contact system. Use of such system will result in your immediate termination from the Program. In addition, as a feature of the IRSP, Indeed may send emails to Job Seekers on your behalf indicating that your Job Listing is potentially a match for the Job Seeker’s resume. In some circumstances, Indeed may limit the number and/or frequency of times you may contact a Job Seeker through the Site. For example, if you contact a Job Seeker, and the Job Seeker does not express interest or contact you back, you may not be able to contact them again for a period of time.

IMPORTANT NOTICE : YOU EXPRESSLY AGREE THAT: in purchasing or obtaining access to the Program, you are paying Indeed the amount indicated on the Site for the purpose of Indeed facilitating your contact with a Resume Owner by sending a message to the email address that the relevant Resume Owner has provided to Indeed, or by connecting you via phone call to the number provided by the Resume Owner. Your use of the Program is subject to all Indeed Site Rules and policies, including the Indeed Privacy Policy and any policies pertaining to Relay Services. Indeed does not guarantee that the email address is still in use, that such message will be received, that such message will be read, that such message will be acted upon by any potential Resume Owner, or that any Resume Owner’s resume is valid, accurate or complete in any respect. **Indeed may return different results for the same resume search query and has full discretion with respect to the resumes or profiles it presents in response to any particular search.**In addition, in accord with the Agreement, you expressly agree that Indeed does not allow its Resume Contact service to be used in a spam like manner, which Indeed defines as sending requests for job positions to persons who are, as indicated by Indeed experience and Resume Owner behavior and reaction, unsuited for the role. Indeed reserves the right to disable Indeed Resume Search contact service for any user who, in Indeed’s sole discretion, violates these IRSP Terms, including the foregoing term. We reserve the right to drop any message, including without limitation dropping any message with an .ade, .adp, .bat, .chm, .cmd, .com, .cpl, .exe, .hta, .ins, .isp, .jar, .jse, .lib, .so, .dll, .lnk, .mde, .msc, .msp, .mst, .pif, .scr, .sct, .shb, .sys, .vb, .vbe, .vbs, .vxd, .wsc, .wsf, .wsh, or .zip attachment or any other attachment containing scripts, macros, or other code, or other messages that Indeed suspects to be malicious or spam, or for any or no reason. **The only acceptable use of the IRSP is for you to contact a Resume Owner through Indeed regarding a Job Listing or potential employment. No other uses of the IRSP are permitted.**Scraping the Indeed Resume Search database, which may include any Job Seeker Resume, or using the Indeed Resume Search database for any other purpose except as allowed will result in legal action being taken against you. Additionally, if you are a competitor of Indeed (including but not limited to any job aggregation website or any job posting websites) you may not use the Indeed Resume Search database to contact a Resume Owner for the purpose of sending them a job offer from your clients, and any such competitive use of the Indeed Resume Search database may result in Indeed blocking you from the Site, blocking you from contacting Resume Owners, and blocking your contact emails to those resume owners without notice and you consent to the same. Each Resume subscription is solely for the individual use of the person to whom it is assigned, and may not be shared with other users. Indeed may limit the number of devices each account is logged into.

**In the event phone numbers are provided by the Job Seeker in the resume, Indeed does not guarantee their validity and can not confirm whether such numbers are landlines or cell phones. You agree to call Job Seekers regarding relevant job opportunities only. It is your sole responsibility to comply with all TCPA guidelines, including laws against automated telephone dialing systems.**

Information contained in Job Seeker resumes is self-reported by Job Seekers and is not verified by Indeed. Any filtering, sorting, or ranking tools available to you as part of the Resume program rely on this self-reported information. The appearance of a given Job Seeker’s resume in search results is not a guarantee that the Job Seeker has the attributes or experience you have selected.

#### **2. Cancellation**

Once you have requested that Indeed contact a Resume Owner, you may not revoke such request. Cancellation of your use of the IRSP shall be in accordance with any cancellation policies listed on the Site.

#### **3. Your Information**

You represent and warrant that all information you provide to Indeed is correct and current. You represent to Indeed that you are an Employer interested in considering the Resume Owner as a potential employee.

#### **4. Disclaimer and Limitation of Liability**

INDEED’S PROVISION OF THE PROGRAM AND THE SITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WITH RESPECT TO THE PROGRAM AND YOUR USE THEREOF, INDEED AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY THAT ANY EMAIL ADDRESS THAT HAS BEEN PROVIDED TO INDEED IS VALID, THAT ANY EMAIL SENT BY INDEED AT YOUR REQUEST WILL REACH THE INTENDED RECIPIENT, THAT ANY INTENDED RECIPIENT OF ANY SUCH EMAIL WILL READ SUCH EMAIL, OR THAT ANY SUCH INTENDED RECIPIENT WILL ACT UPON SUCH EMAIL. INDEED AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, EXPRESSLY DISCLAIM ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION FOR NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. YOU USE INDEED, THE SITE, AND THE PROGRAM AT YOUR OWN RISK. INDEED DOES NOT GUARANTEE THAT THE SITE OR PROGRAM WILL ALWAYS BE ERROR FREE, SAFE, OR SECURE.

EXCEPT FOR AMOUNTS PAYABLE PURSUANT TO SECTION 6 HEREUNDER AND FOR ANY BREACH BY YOU OF SECTION 1, TO THE FULLEST EXTENT PERMITTED BY LAW: (a) NEITHER PARTY WILL BE LIABLE UNDER THESE IRSP TERMS FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; AND (b) EACH PARTY’S AGGREGATE LIABILITY TO THE OTHER UNDER THESE IRSP TERMS IS LIMITED TO AMOUNTS PAID OR PAYABLE TO INDEED BY YOU FOR THE INDEED RESUME SEARCH SERVICE GIVING RISE TO THE CLAIM.

#### **5. Payment**

You shall be charged if, and as, indicated by the Site. Upon your request, Indeed may in its sole discretion pause your subscription and associated cost, and upon Indeed unpausing the subscription, it will continue for the remaining term until it expires and automatically renews. Details regarding the resume subscription plan are available on the Site.If your billing address is in the United States, you shall pay all charges in US Dollars. If your billing address is in India, you may only pay all charges in Indian Rupees. If your billing address is in Brazil, you may only pay all charges in Brazilian Reais. If your billing address is in the [Asia-Pacific Region\*](https://www.indeed.com/legal?hl=en#asiaPacificList), you may only pay all charges in Singapore Dollars, Australian Dollars, Japanese Yen, and US Dollars. If your billing address is anywhere else, you may be able to pay all charges in the following currencies, which you choose when creating an account: US Dollars, Euros, UK Pounds, Canadian Dollars, Australian Dollars, Swiss Francs, or Japanese Yen. This choice of currencies will be fully subject to Indeed’s discretion. Charges are exclusive of taxes, including VAT. You are responsible for all taxes as applicable and appropriate. You are responsible for paying (y) all taxes and government charges, and (z) reasonable expenses and attorney fees Indeed incurs collecting late amounts. If you are in Japan, Japanese consumption tax will apply on the import of all Indeed products and services. You waive all claims relating to charges unless claimed within 60 days after the charge (this does not affect your credit card issuer rights). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODIC ALLOTMENTS UNDER THE APPLICABLE RESUME SUBSCRIPTION PLAN. Following any cancellation, however, you will continue to have access to the service through the end of your current billing period. Refunds (if any) are at the absolute discretion of Indeed and only in the form of credit for Indeed services. You acknowledge and agree that any credit card and related billing and payment information that you provide to Indeed may be shared by Indeed with companies who work on Indeed’s behalf, such as payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment to Indeed and servicing your account. Indeed may also provide information in response to valid legal process, such as subpoenas, search warrants and court orders, or to establish or exercise its legal rights or defend against legal claims. Indeed shall not be liable for any use or disclosure of such information by such third parties. All withholding tax remittances to the government are your sole responsibility and Indeed shall have no liability whatsoever therefore. Invoices may be provided to you via electronic mail, unless otherwise specified by Indeed. **If you purchase a subscription plan, you acknowledge and agree that your subscription will automatically renew and Indeed will charge you on a recurring basis until you cancel your subscription plan and such cancellation goes into effect, which may not be until the next billing cycle. Pausing your subscription does not cancel it. Your subscription will continue to automatically renew after being unpaused.** The applicable billing cycle (e.g. monthly or annual, etc.) will depend upon the terms agreed upon.

#### **6. Indemnification**

You shall indemnify, defend and hold harmless Indeed, its agents, affiliates, and licensors from any third-party claim or liability (including without limitation reasonable legal fees) arising out of your use of the Indeed Resume Search Program, including but not limited to, how you conduct the search, any contact you have with the recipient (or intended recipient), any email you request to be sent pursuant to these IRSP Terms, or any phone call or text message you make to a recipient.

### **Indeed Assessments Terms**

These Indeed Assessments Terms (“IA Terms”) form a part of, and are incorporated into, the [Indeed Terms of Service](http://www.indeed.com/legal?hl=en#terms) (the “Agreement”). By using Indeed Assessments as an Employer in any way, or by registering as an Employer on Indeed Assessments, you agree to these Indeed Assessments Terms and the [Indeed Terms of Service](https://www.indeed.com/legal?hl=en&redirect=true#tos). Any capitalized terms that are used but not defined in these IA Terms have the meaning set forth in the Agreement.

#### 1. Introduction

Indeed Assessments is an online tool for the provision and review of assessments which are selected by Employers (“Assessments”) in order to request responses from Job Seekers (“Responses”) through the Site. “Assessments” include any assessment offered or published by Indeed and/or third party assessment providers that you may choose to send to a Job Seeker through Indeed.

#### 2. Assessments

You agree that any Assessment sent by Indeed to a Job Seeker is done so at your sole request, and you represent and warrant that you have that Job Seeker’s consent for Indeed to contact that Job Seeker for the purpose of transmitting the Assessment(s) you have selected. You also acknowledge that once you have requested that Indeed transmit your Assessment to a Job Seeker, that request cannot be canceled. Indeed does not guarantee that any Job Seeker will receive, access, read or respond to any Assessment, or that there will be no mistakes in the transmission of the data. However, Indeed may alert you when any of the above events occur.

You agree you have made the determination to use Indeed Assessments as part of your application process, and that the types of questions asked in any Assessment or bundle of Assessments you send to a Job Seeker are solely being asked by you and are not being asked by Indeed. Except for third party Assessments, Indeed offers Assessments solely in its capacity as a developer and publisher. You agree you are solely responsible for the use of Assessments and Responses in compliance with the law, including the Fair Credit Reporting Act and similar state statutes. You are solely responsible for your use of Indeed Assessments, including without limitation any results which are considered to have a “disparate impact.” You further agree that you are solely responsible for offering alternative methods of screening, if so required by the Americans with Disabilities Act or any other equivalent or similar law. You acknowledge that Indeed may, but is not obligated to, provide a means by which Job Seekers may request such an alternative method or other accommodation from you. While Indeed is guided by WCAG 2.1, Level AA in our efforts to design and develop accessible offerings, as outlined in the accessibility statement, Indeed does not warrant that the method of delivery of any Assessment question is compliant with the Americans with Disabilities Act or any equivalent or similar law.

You are the sole party to determine which Assessment to send to any Job Seeker. You agree that an Assessment is only designed to evaluate a particular skill. It does not evaluate a Job Seeker’s qualification for any job nor their ability to safely perform a job. Whether a particular skill is relevant to a job, or whether a Job Seeker is qualified or appropriate for a job, is decided solely by you. Indeed reserves the right to change any Assessment or the questions asked within an Assessment at any time, for any or no reason, including but not limited to quality control.

Sending an Assessment to a Job Seeker does not guarantee a Response or any further communication or action by any Job Seeker. You consent to your Assessment and any other communications sent through Indeed Assessments being processed and analyzed by Indeed according to this Agreement and Indeed’s Privacy Policy.

#### 3. Responses

You understand that Job Seekers provide a Response to an Assessment at their sole discretion.. After a Job Seeker has provided a Response, You will be able to use the Indeed Assessments platform to review the Response. In the case of a third party Assessment, you may only be able to view limited information, such as a link to the final result of the Assessment. A Job Seeker may also have the option to select an Assessment and associate the Response with their Indeed Profile, which will be visible to Employers in accordance with our Terms. If there are multiple versions of the same Assessment, the Response percentile for any Job Seeker will be determined only in relation to other Responses to the same version of that Assessment. Assessments created, published, or administered by third parties other than Indeed are scored in accordance with the scoring rubrics as determined solely by such third parties.

As an Employer you are the sole party to determine whether a Response, including but not limited to a result, indicates a qualified Job Seeker. You may instruct Indeed to send out rejection notices if the Job Seeker has not responded to Assessments in a manner acceptable to you, and you acknowledge that Indeed has no discretion in the transmission of these rejections. As the employer, you are the sole party to determine whether to offer a Job Seeker the  opportunity to retake any Assessment that you sent or update or modify their Response.

You acknowledge and agree that Responses are only provided on the condition that you use them responsibly and legally as part of your hiring process, which includes considering any other relevant information about the Job Seeker. Indeed may display excerpts from or summaries of Responses in other products such as Indeed Resume. These summaries are for convenience only and are not to be used in lieu of the full Response in context. You agree not to rely solely on such excerpts or summaries when making a hiring decision regarding any Job Seeker.

#### 4. Rules For Using Indeed Assessments

As an Employer, you represent and warrant that you shall not access or use Indeed Assessments for any directly or indirectly illegal, discriminatory, or fraudulent purpose. You shall not create or send any Assessment which is directly or indirectly illegal, discriminatory, fraudulent, threatening, abusive, libelous, defamatory, obscene, or otherwise objectionable, or that contains sexual, ethnic, racial or other discriminating slurs, or that contains no relevant or constructive content. You shall not create or send any Assessment containing proprietary information, trade secrets, confidential information, advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us in writing).

Indeed Assessments is not a tool to ask for sensitive personal data from Job Seekers. Employers may not create or send any Assessment which seeks highly confidential personal information from Job Seekers, such as bank account or credit card information, online account information, social security numbers (or similar counterparts outside the United States of America), health information, or other categories of personal data subject to data breach notification requirements in any country.

An Employer who receives an accommodation request through Indeed Assessments must provide an accommodation to the extent required by applicable law, and further must provide evidence of compliance to Indeed immediately upon request. Any failure to fulfill these obligations is a material breach of this Agreement and Indeed may immediately terminate your account and your access to Indeed Assessments with no further obligation to you. You agree to defend and indemnify Indeed from any claims arising from your failure to comply with this section.

***You understand and agree that Indeed does not have any obligation to screen any Assessment or Response, or to publish any Assessment or Response on the Site, and may exclude or remove any Assessment or Response from the Site for any or no reason without liability or notice.***

#### 5. Indeed’s Role

Indeed does not act as an employment agency by offering the Indeed Assessments tool. By using Indeed Assessments, you acknowledge and agree that Indeed is not procuring employees for Employers or procuring opportunities to work for Job Seekers. Indeed merely provides a tool enabling Employers and Job Seekers to exchange Assessments and Responses as they determine. The sole responsibility for the content of any Assessment or Response, any decision to proceed or not to proceed with interviews or offers, any issues arising from an acceptance or denial of employment, and any other issues arising from the use of Indeed Assessments, is solely with Employers or Job Seekers as applicable.

Indeed cannot confirm the information submitted by anyJob Seeker, or other user, including the identity of any user. Indeed does not inquire into the backgrounds of Job Seekers or attempt to verify the statements of Job Seekers. You are responsible for conducting any background checks, reference checks, or other due diligence that you may require before making an offer of employment to a Job Seeker. You are responsible for complying with all laws and regulations relating to the intended employment of any Job Seeker. Further, for any skill area in which formal licenses or certifications may exist, Assessments do not act as a substitute for such license or certification and do not speak to whether a Job Seeker is qualified for or has such a license or certification. It is the Employer’s sole responsibility to determine what licenses or certifications are required for their job and whether a Job Seeker has such license or certification. Indeed also makes no statement as to whether a particular skill is necessary for a job and it is an Employer’s sole responsibility to make such a determination (or seek appropriate legal counsel to do so), in accordance with the EEOC regulations or other applicable laws.

Indeed is not a party to, third party beneficiary of, or liable for, any agreements, offers, or promises between an Employer and Job Seeker, regardless of whether Indeed receives a fee from the Employer in connection with the transaction. Indeed will not be liable for any costs or damages arising out of or related to such transaction.

Indeed assumes no responsibility, and disclaims all liability, for the content, accuracy, validity, completeness, legality, reliability, or availability of the Site, the Indeed Assessments tool, and any Assessment or Response.

#### 6. Fees

Indeed Assessments is currently free for Employers. Indeed may, in its sole discretion and at any time, end Employers’ free use of Indeed Assessments and begin to charge Employers to use Indeed Assessments as a standalone product or in conjunction with an Employer’s use of any other Indeed product.

#### 7. Confidentiality

You agree to keep all information gained from using Indeed Assessments confidential. You agree that (1) you will use any content submitted by Job Seekers only in accordance with applicable privacy and data protection laws; (2) you will not disclose the names or identities or share the profile of any Job Seekers outside of your recruiting or hiring department; and (3) you will take appropriate physical, technical and administrative measures to protect content you obtain through use of Indeed Assessments from loss, misuse, unauthorized access, disclosure, alteration or destruction.

#### 8. Disclaimer and Limitation of Liability

INDEED ASSESSMENTS AND ALL MATERIALS, INFORMATION, ASSESSMENTS, RESPONSES, PRODUCTS, AND SERVICES AVAILABLE ON OR THROUGH INDEED ASSESSMENTS, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH NO WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED.  INDEED EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY THAT ANY ASSESSMENT OR RESPONSE, INCLUDING BUT NOT LIMITED TO A RESULT, THAT HAS BEEN PROVIDED TO INDEED IS VALID OR ACCURATE, THAT ANY ASSESSMENT OR RESPONSE ACCURATELY OR COMPREHENSIVELY EVALUATES A PARTICULAR SKILL OR IS RELATED TO ANY JOB REQUIREMENT, THAT ANY COMMUNICATION (INCLUDING WITHOUT LIMITATION ASSESSMENTS AND RESPONSES) WILL REACH THE INTENDED RECIPIENT, THAT THE INTENDED RECIPIENT OF THE COMMUNICATION SENT AT YOUR REQUEST WILL READ IT, OR THAT THE INTENDED RECIPIENT OF YOUR COMMUNICATION WILL ACT UPON IT. INDEED EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. INDEED DISCLAIMS ANY WARRANTY THAT INDEED ASSESSMENTS WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED. YOU USE INDEED, THE SITE, AND INDEED ASSESSMENTS AT YOUR OWN RISK. INDEED DOES NOT GUARANTEE THAT THE SITE OR INDEED ASSESSMENTS WILL ALWAYS BE ERROR FREE, SAFE, OR SECURE.

EXCEPT FOR YOUR BREACH OF SECTION 7 (CONFIDENTIALITY) OR INDEMNIFICATION AMOUNTS PAYABLE HEREUNDER, TO THE FULLEST EXTENT PERMITTED BY LAW: (a) NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; AND (b) EACH PARTY’S AGGREGATE LIABILITY TO THE OTHER IS LIMITED TO AMOUNTS PAID OR PAYABLE TO INDEED BY YOU.

#### 9. Indemnification

You agree to defend, indemnify and hold harmless Indeed from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney’s fees) arising from: (a) your violation of any term of this Agreement; (b) your use of, and access to, Indeed Assessments or the Site; (c) your loss of, or disclosure of, information gained from using Indeed Assessments or the Site; (d) your violation of any applicable laws or regulations, including but not limited to the Fair Credit Reporting Act, any applicable employment, equality, or discrimination laws, and any applicable data protection or privacy laws; (e) your violation of any third party right, including without limitation any copyright, property, or privacy right; (f) any claim that your content caused damage to a third party; (g) your decision to add, create, or use an Assessment, including, but not limited to, a hiring event, scheduled interview, or as part of a job application; or (h) your actions as an Employer, including without limitation doing or not doing the following: screening, hiring, promoting, or demoting any employee or Job Seeker. You also agree that you have a duty to defend Indeed against such claims. You agree that this indemnity extends to requiring you to pay for Indeed’s reasonable attorneys’ fees, court costs, settlements and disbursements. This defense and indemnification obligation will survive this Agreement and your use of Indeed Assessments.

#### 10. Termination

Indeed may suspend Indeed Assessments, the Site, your account, or any other provision of tools to you, and we may terminate this Agreement with you, at our sole discretion, at any time, with or without notice. If you wish to terminate this Agreement, you may do so by notifying Indeed at any time and closing your account. All provisions of this Agreement which by their nature should survive termination shall survive termination, including without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Indeed may suspend Indeed Assessments, the Site, your account, or any other provision of tools to you, and we may terminate this Agreement with you, at our sole discretion, at any time, with or without notice. If you wish to terminate this Agreement, you may do so by notifying Indeed at any time and closing your account. All provisions of this Agreement which by their nature should survive termination shall survive termination, including without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

### **Indeed Targeted Ads Terms**

These Indeed Targeted Ads Terms (“ITA Terms”) form a part of, and are incorporated into, the [Indeed Terms of Service](http://www.indeed.com/legal?hl=en#terms) (the “Agreement”), and apply to any Employer who accesses or uses the Indeed Targeted Ads program, or who otherwise indicates its acceptance of these ITA Terms.  These ITA Terms apply to both of Indeed’s Targeted Ads Services: 1) Indeed Targeted Ads: Brand (“ITA Brand”) and 2) Indeed Targeted Ads: Apply (“ITA Apply”).

Any capitalized terms that are used but not defined in these ITA Terms have the meaning set forth in the Agreement.

#### 1. The Program

Use of Indeed Targeted Ads (“ITA”) on or through the Site is subject to all applicable Indeed terms and policies, including without limitation the [Indeed Privacy Policy](https://hrtechprivacy.com/brands/indeed#privacypolicy) and those instructions provided on the Site, and, if you are using ITA, through our online forms. Indeed policies may be modified at any time. With regards to any job or brand advertisements posted on or through Indeed through ITA, (“Targeted Ads”), you agree that you are solely responsible for all: (a) ad or job content and target URLs, or any other User Content in the ads (“Creative”), whether provided or generated by or for you, irrespective of whether it is reformatted or the words “Powered by Indeed” or similar phrasing appear on the ad; including but not limited to images, photograph(s), text, marks, logos, video, or audio you provide to Indeed; and (b) websites proximately reachable from Creative URLs and your services and products (collectively “Your Services”). You shall protect your passwords and take full responsibility for your own, and third party, use of your accounts. You agree that Targeted Ads and Creatives may be placed on any Site, content, or property provided by Indeed (“Indeed Property”) or may be placed on a third party website, including, but not limited to, mobile apps. By posting a Targeted Ad on or through Indeed, you authorize Indeed and the third party website on which the ad appears to reformat the Job Ad. Indeed or the third party website may reformat the Job Ad, for example, so that the ad can be effectively displayed on a mobile device, a third party website, or certain locations on the Site. Indeed makes no guarantees and disclaims all liability and warranties as to the content or nature of third party websites, including, but not limited to, mobile apps, on which Targeted Ads may appear. Target audience membership is based partly on information and criteria provided by the Employer, but the composition of each target audience is determined by Indeed in its sole discretion. For example, Indeed reserves the right to decide, in its sole discretion, the frequency or number of times an ad is displayed to members of a target audience. In some instances, you may be able to insert your own tracking pixels in ITAs for the purpose of measuring the performance of your ads. This is provided as courtesy, and Indeed may disable this option at any time. You are solely responsible for your use of the pixels, and Indeed disclaims all liability related to such use. Indeed provides no warranty regarding the proper functioning of the pixel, any numbers reported, or that use of the pixels would be error free. You are advised not to rely on the pixel. Any such tracking pixel, or analytics generated thereby, shall not be used to dispute or challenge Indeed’s impressions or Apply count, which is binding. You agree not to use the information collected using tracking pixels for any purpose other than for measuring the performance of your ads. For example, you may not use the pixel to profile users or for behavioral analytics. To the extent you decide to use such pixels, you agree to be in compliance with all applicable laws, including, but not limited to, privacy and data protection laws implicated by such use. For example, updating your privacy policy where necessary. You agree to defend and indemnify Indeed from any claim arising from your tracking pixel.

**ITA Apply:** In order to participate in ITA Apply, you must either use Indeed Apply to receive applications or add Indeed’s conversion tracker snippet to the last page of your job application, also known as the post-apply page (the “Post-Apply Page”). The Post-Apply Page on which you add Indeed’s conversion tracker snippet shall be determined by mutual agreement between you and Indeed. However, please note that if you unilaterally place the conversion tracker snippet on a page other than the mutually agreed upon page, in violation of this agreement, Indeed will still count this page as the Post-Apply-Page, charge you for any Applies (as defined below) on this page, and may require you to correct the placement. Any removal of the tracker snippet, or any provision of a method, for Job Seekers to apply to the Job Ad, bypassing the conversion tracker snippet will disqualify you from the program and will entitle Indeed to any resulting damages. It shall be your responsibility to inform your job applicants that such tracker snippet is in place. The conversion tracker will attribute an application to Indeed any time the Job Seeker started their search on Indeed, despite any intervening activity. Additionally, if you receive the ITA Apply services, you may be given the option to include application questions for your Job Listing on an ITA ad as part of your application process. If you request that Indeed include the questions you have chosen as part of your ITA ad, you acknowledge that Job Seekers who do not answer your questions in the manner set forth in your instructions may not be permitted to proceed with the application process through the ITA ad, and that you are requesting that Indeed perform this action. You further acknowledge that your use of these questions is provided to you via a license to the application questions tool. Indeed disclaims all warranties as to the performance of these questions, including but not limited to the accuracy of the Job Seekers’ answers to your application questions.

#### 2. Cancellation

Unless otherwise stated in an insertion order or other agreement to advertise with Indeed, you may independently cancel online any Targeted Ad at any time (such cancellation is generally effective within 24 hours for any Targeted Ad displayed on Indeed). Indeed may cancel ITA or these ITA Terms at any time. Indeed may modify ITA or these ITA Terms at any time without liability, and your use of ITA after notice that these ITA Terms have changed indicates acceptance of the updated ITA Terms. Sections 1, 3, 4, 5, and 6 will survive any expiration or termination of these ITA Terms.

#### 3. Prohibited Uses

You shall not, and shall not authorize any party to (a) generate automated, fraudulent or otherwise invalid impressions, applies, or clicks; (b) cause the under reporting, or circumvent or prevent the reporting of an application by any means, including but not limited to, by providing an alternative method for a Job Seeker to submit an application to your Job Ad and bypassing the Post Apply Page; or (c) advertise anything illegal or engage in any illegal or fraudulent business practice in any state or country where your advertisement is displayed. You represent and warrant that (x) all your information is correct and current; (y) you hold and grant Indeed, Indeed’s vendors, and third party websites, including, but not limited to, mobile apps, on which Targeted Ads may appear all rights to copy, distribute and display Creative (“Use”); and (z) such Use and websites linked from your Targeted Ads (including Your Services therein) will not violate or encourage violation of any applicable laws. Violation of these policies may result in immediate termination of these ITA Terms or your account without notice, and may subject you to legal penalties and consequences. **Indeed or Indeed’s vendors may reject or remove any Targeted Ad, and Indeed may disable any Employer’s account, for any or no reason without notice.**

#### 4. DISCLAIMER AND LIMITATION OF LIABILITY

INDEED’S PROVISION OF THE PROGRAM AND THE SITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WITH RESPECT TO THE PROGRAM AND YOUR USE THEREOF, INDEED AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION FOR NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. YOU USE INDEED, THE SITE, AND THE PROGRAM AT YOUR OWN RISK. INDEED DOES NOT GUARANTEE THAT THE SITE OR PROGRAM WILL ALWAYS BE ERROR FREE, SAFE, OR SECURE. Indeed and its affiliates, and its and their third-party licensors, disclaim all guarantees regarding positioning, accuracy, or the levels or timing of: (i) costs per apply or per click, (ii) costs per impression, (iii) delivery of any impressions, RSVPs, clicks, or applies, (v) applies, (vi) impressions (vii) conversions for any Creative, (viii) targeted users, or (ix) the interest-level of any users who apply to or view your job, or (x) clicks. A CLICK ON YOUR JOB AD DOES NOT GUARANTEE INTEREST IN SUCH JOB AD.  EXCEPT FOR AMOUNTS PAYABLE PURSUANT TO SECTION 6 HEREUNDER, AND FOR ANY BREACH BY YOU OF SECTION 1, TO THE FULLEST EXTENT PERMITTED BY LAW: (a) NEITHER PARTY WILL BE LIABLE UNDER THESE IAP TERMS FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; AND (b) EACH PARTY’S AGGREGATE LIABILITY TO THE OTHER UNDER THESE IAP TERMS IS LIMITED TO AMOUNTS PAID OR PAYABLE TO INDEED BY YOU FOR THE JOB ADS GIVING RISE TO THE CLAIM.

#### 5. Payment

You shall be charged in accordance with the pricing listed in a separate agreement or insertion order between you and Indeed, and based on applies (“Applies” or “Apply”) and/or clicks if you are an Employer using ITA Apply, or based on impressions (“ITA Brand Impression” or “ITA Brand Impressions”) if you are an employer using ITA Brand. Applies are defined as a user visit to the agreed upon Post-Apply Page. ITA Brand Impressions are defined as an ad appearing on a page of the Site or a third party site, including, but not limited to, mobile apps, which page has been presented to a user. However, an ITA Brand Impression does not guarantee that a Job Seeker has viewed such ad. If you are an Employer using ITA Brand, your price per ITA Brand Impression found on any ITA Brand Insertion Order is defined as the cost per 1000 impressions. **If your ITA Insertion Order does not contain an end date, you will continue to be billed until you contact Indeed and request to be removed from the ITA Program.** If your Indeed employer account has a credit card on file for the Indeed Ads Program, we will charge that same credit card for your Indeed Targeted Ads. If your billing address is in the United States, you shall pay all charges in US Dollars. If your billing address is in India, you may only pay all charges in Indian Rupees.  If your billing address is in Brazil, you may only pay all charges in Brazilian Reais. If your billing address is in the [Asia-Pacific Region\*](https://www.indeed.com/legal?hl=en#asiaPacificList), you may only pay all charges in Singapore Dollars, Australian Dollars, Japanese Yen and US Dollars.  If your billing address is anywhere else, you may be able to pay all charges in the following currencies, which you choose when creating an account: US Dollars, Euros, UK Pounds, Canadian Dollars, Australian Dollars, Swiss Francs, or Japanese Yen. This choice of currencies will be fully subject to Indeed’s discretion. Charges are exclusive of taxes, including VAT. You are responsible for all taxes as applicable and appropriate. You are responsible for paying (y) all taxes and government charges, and (z) reasonable expenses and attorney fees Indeed incurs collecting late amounts. If you are in Japan, Japanese consumption tax will apply on the import of all Indeed products and services. You waive all claims relating to charges unless claimed within 60 days after the charge (this does not affect your credit card issuer rights). **Charges are solely based on Indeed’s Apply measurements, click measurements, or ITA Brand Impressions measurements. Indeed’s measurements may include measurements from third-party vendors. Indeed disclaims warranty with respect to measurements provided by third-party vendors. Indeed’s determination of the number of Applies, clicks or ITA Brand Impressions shall be binding, even in cases where this number encompasses measurements provided by a third-party vendor.** Refunds (if any) are at the absolute discretion of Indeed and only in the form of advertising credit for Indeed Property. You acknowledge and agree that any credit card and related billing and payment information that you provide to Indeed may be shared by Indeed with companies who work on Indeed’s behalf, such as payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment to Indeed and servicing your account. Indeed may also provide information in response to valid legal process, such as subpoenas, search warrants and court orders, or to establish or exercise its legal rights or defend against legal claims. Indeed shall not be liable for any use or disclosure of such information by such third parties. All withholding tax remittances to the government are your sole responsibility and Indeed shall have no liability whatsoever therefore. Invoices may be provided to you via electronic mail.

#### 6. Indemnification

You shall indemnify, defend and hold harmless Indeed, its agents, affiliates, licensors and Partners from any third party claim or liability (including without limitation reasonable legal fees) arising out of your ITA use, Creative, site or Your Services, or your breach of these ITA Terms.

### **Indeed API Terms**

These API Terms incorporate the [Indeed Terms of Service](http://www.indeed.com/legal?hl=en#terms) (the “Agreement”), and apply to anyone who accesses or uses an Application Programming Interface created or maintained by Indeed (“API”) or related documentation (“Documentation”), develops any application that communicates or interoperates with the API, the Site, or any Indeed service (“Application”), or who otherwise indicates acceptance of these API Terms. By agreeing to the API Terms, you also agree to the Indeed Terms of Service. Any capitalized terms that are used but not defined in these API Terms have the meaning set forth in the Agreement.

#### 1.  The APIs

Indeed may provide you with access to one or more APIs, as well as any accompanying Documentation, solely for your internal business use in developing and using Applications or for Indeed to process and analyze submitted information and behavioral data in accordance with the Indeed Privacy Policy. Indeed assumes no responsibility and disclaims any and all liability for the accuracy, content, completeness, legality, reliability, operability or availability of information or material on or through any API. For the most up to date and accurate information, use the Site directly.

Your license is subject to and conditioned on your compliance with all terms and conditions set forth in the Agreement, and it is revocable, non-exclusive, non-transferable, and non-sublicensable. No implied license is granted. Indeed reserves all rights that are not expressly granted by this Agreement.

You may develop an Application that interoperates with an Indeed API for the use of your employees or independent contractors for your internal business purposes (“End Users”). Your and End Users’ use of an API or Application to access the Site or any Indeed App is subject to the applicable Terms of Service for the Site or Indeed App, and you agree to require your End Users to accept and comply with such Terms of Service as well as these API Terms. You agree that you will be responsible for your End Users’ use of your Application and any API. It is also you and your End Users’ responsibility to regularly review any Indeed App or the Site in order to obtain the most up to date information (including, but not limited to, explanations about how features work, disclaimers regarding the services provided, method for charging) about Indeed’s products and services. By using an Application via the API, rather than directly using the Site or an Indeed App, you agree to all information provided on the Site or an Indeed App. Use of an Application via the API, rather than direct use of the Site or an Indeed App, shall not excuse any lack of information or understanding about Indeed’s products and services, where that information is otherwise provided on the Site or an Indeed App.

You agree that Indeed may monitor your and End Users’ use of any API and may process and analyze submitted information and behavioral data in accordance with the Indeed Privacy Policy. This monitoring may include Indeed accessing and using your Application. You will not interfere with this monitoring. Indeed may use any technical means to overcome such interference. You agree that when you or End Users’ use any API via a third-party Applicant Tracking System (ATS), such ATS may access, monitor, process, or analyze submitted information and behavioral data.

You agree to promptly notify Indeed in advance of your decision to discontinue use of any APIs that allow Indeed to process and analyze submitted information and behavioral data.

Indeed reserves the right to place limits on access to any API (including without limitation the number of calls or requests), and monitor usage of the APIs to enforce these limits, in its sole discretion. Such limits may be detailed in the Documentation or otherwise communicated to you by Indeed.

By using Indeed’s API you understand and agree to periodic audits of your usage. Indeed will request, and you will provide (or cause your agent to provide), your data usage metrics in order for Indeed to review. If Indeed finds you have violated these guidelines, your use of Indeed’s API may be restricted or terminated.

Indeed may update, modify or discontinue the API at any time and in our sole discretion and without liability to you, and may require you to obtain and use the most recent version. You are required to update your Application accordingly at your sole expense. You acknowledge that Indeed’s update to an API may adversely affect how your Application communicates with the Site or an Indeed App, and you agree that Indeed will have no liability therefrom. Your use of an API after an update by Indeed constitutes acceptance of the update. Indeed reserves the right to develop products or services that are similar to, or may compete with, any Application.

#### 2. Restrictions

Accessing and using the Site or any Indeed App through an API is subject to the Site Rules and any additional rules and policies made available by Indeed.

You agree to do all the following in connection with your access and use of any API or development or use of any Application: (a) comply with the Agreement, the Site Rules, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be made available to you by Indeed from time to time; (b) monitor the use of your Applications for any activity that violates these API Terms; (c) promptly restrict any End Users who violate these API Terms from further use of your Application; and (d) promptly notify Indeed of any violation of these API Terms by you or End Users.

You agree that neither you, your Application, nor your End Users, will do any of the following in connection with your access or use of any API or development or use of any Application: (a) violate any Site Rule or other rule or policy pertaining to the Site, or any applicable law or regulation; (b) copy, duplicate, modify, or create derivative works of an API, in whole or in part; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any source code component of any API; (d) remove any proprietary notices from any materials available through any API; (e) make an API or Application available to a third party except as permitted by a written agreement with Indeed; (f) circumvent any limits on API access imposed by Indeed; (g) scrape, build databases, or otherwise create permanent copies of any User Content, except as expressly permitted by the Documentation or Indeed; or (h) modify, misrepresent, or otherwise manipulate data provided by any API.

When reporting Indeed data provided by any API, you agree to accurately represent such data. You agree that such data shall not include: (a) blended third-party fees, including fees from the entity calling the API; (b) data from third parties such as other advertising providers; or (c) sponsored data blended with organic data. If using an API to provide Indeed services to an Employer, you agree to provide accurate reporting to the Employer about the services obtained through the use of the API and the value that the services provided represent. You agree to report data to Employers in an organized and digestible manner that allow Employers to filter and sort categories of data such as clicks, apply starts, media spend, and other metrics.

You agree to provide and adhere to a Privacy Policy for your Application that accurately describes to End Users what user information you collect and how you use and share such information with Indeed and other third parties.

#### 3. Access and API Key

You agree to only access an API by the means described in its Documentation. Indeed may require that you use a password, key or other security device to access an API (“API Key”). Instructions for obtaining an API Key are included in the applicable Documentation. You are responsible for all access to and use of the API under your API Key. You agree to maintain the confidentiality and security of your API Key, to not share it with any third party, and use it only in compliance with these API Terms. You will not misrepresent or mask either your identity or your Application’s identity. The decision to grant you API access or access to an API Key is entirely in Indeed’s sole discretion. Indeed may restrict or terminate your API access or API Key at any time.

#### 4.  Intellectual Property

You understand and acknowledge that Indeed or its affiliates, or its or their licensors, owns all right title and interest to the API, the Site, and Indeed Apps, and all proprietary rights associated therewith. Indeed reserves all rights not specifically granted herein. You shall not modify any copyright notices, proprietary legends, any trademark and service mark attributions, any patent markings, or other indicia of ownership on the materials accessed through the API, other than your User Content.

If you provide feedback or suggestions about our APIs, then we may use such information without obligation to you.

You acknowledge that User Content as defined in the Agreement may be available via the APIs, and that User Content is the sole responsibility of the person who provided it to Indeed.

#### 5.  Disclaimer and Limitation of Liability

THE SITE, APIS, AND DOCUMENTATION ARE PROVIDED “AS IS,” WITH NO WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED. INDEED AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. INDEED AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, DISCLAIM ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE APIS AND DOCUMENTATION, AND ALL MATERIALS, INFORMATION, ADVICE, JOB LISTINGS, USER CONTENT, PRODUCTS AND SERVICES AVAILABLE ON OR THROUGH ANY API. INDEED AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, DISCLAIM ANY WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH ANY API. INDEED AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, DO NOT GUARANTEE THAT THE SITE, APIS, DOCUMENTATION, AND ALL MATERIALS, INFORMATION, ADVICE, JOB LISTINGS, USER CONTENT, PRODUCTS AND SERVICES AVAILABLE ON OR THROUGH ANY API WILL ALWAYS BE ERROR FREE, SAFE, OR SECURE.

YOU UNDERSTAND AND AGREE THAT YOU ACCESS AND USE AN INDEED API AT YOUR OWN DISCRETION AND RISK. YOU UNDERSTAND AND AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY SUCH ACCESS OR USE.

YOU UNDERSTAND AND AGREE THAT YOU CREATE AN APPLICATION AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR OR ANY OTHER PERSON’S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM YOUR APPLICATION.

EXCEPT FOR AMOUNTS PAYABLE PURSUANT TO SECTION 8 HEREUNDER AND FOR ANY BREACH BY YOU OF SECTION 1, TO THE FULLEST EXTENT PERMITTED BY LAW: (a) NEITHER PARTY WILL BE LIABLE UNDER THESE API TERMS FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; AND (b) EACH PARTY’S AGGREGATE LIABILITY TO THE OTHER UNDER THESE API TERMS IS LIMITED TO AMOUNTS PAID OR PAYABLE TO INDEED BY YOU FOR THE INDEED SERVICE GIVING RISE TO THE CLAIM.

#### 6.  Payment

Unless you have a separate written agreement with Indeed, you shall be charged based on your and your End Users’ use of an Indeed App or the Site, in accordance with that Indeed App’s or Site’s Terms of Service and other payment information made available on the Indeed App or Site, and based on Indeed’s measurements of usage. It is your and your End Users’ responsibility to regularly review any Indeed App or the Site in order to obtain the most up to date information regarding payment and how Indeed charges you for your use of Indeed’s products and services.

#### 7.  Cancellation

Unless otherwise stated in an agreement with Indeed, you may cancel this Agreement at any time by ceasing your use of the APIs and deleting your Application. Indeed may discontinue any API or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you. Indeed may immediately cancel the API or these API Terms at any time upon notice. Indeed may modify these API Terms at any time without liability, and your use of an API or Application after notice that these API Terms have changed indicates acceptance of the updated API Terms.

Upon cancellation of this Agreement: (a) your license to access or use any Indeed API immediately expires; and (b) you shall delete your Application and all User Content acquired through the Site or API. You agree that Indeed may notify any End User to provide notice of the cancellation of this Agreement or of your right to use an API. Sections 1, 2, 3, 4, 5, 6, and 8 will survive these API Terms.

#### 8.  Indemnification

You shall indemnify, defend and hold harmless Indeed, its agents, affiliates, and licensors from any third-party claim or liability (including without limitation reasonable legal fees) arising out of your or End Users’ API use, User Content, your Application, or breach of these API Terms.

### **Indeed for Chrome Terms**

Indeed for Chrome Terms (“IC Terms”) form a part of, and are incorporated into, the [Indeed Terms of Service](http://www.indeed.com/legal?hl=en#terms) (the “Agreement”). By using Indeed for Chrome in any way, you agree to these IC Terms and the Indeed Terms of Service, which govern use of or access to Indeed Chrome and the Site. Any capitalized terms that are used but not defined in these IC Terms have the meaning set forth in the Agreement. “You” means any Job Seeker, individual or entity that downloads or uses Indeed for Chrome, and/or any agency or network acting on your behalf, which shall also be bound by these IC Terms.

#### 1. Introduction

[Indeed for Chrome](https://chrome.indeed.com/?hl=en&co=US) is a browser extension developed by Indeed, which can be downloaded from the Google Chrome Web Store. Indeed for Chrome serves as a free extension that allows You to utilize Indeed job-seeking functions from an extension window. Indeed for Chrome allows You to save jobs directly on the extension, and automatically recognizes many job postings. Indeed for Chrome recognizes job details, including title, company name, location, and post URL. If a job is saved, the relevant information is automatically filled into the job details fields. Further details and information can be manually entered by You, directly on the extension. Indeed for Chrome also allows access to notifications and messages present on your Indeed account. Indeed for Chrome may recognize when you are searching for jobs on third party sites and may display additional job listings in web pages in your browser.

By installing Indeed for Chrome, you agree to Indeed’s collection of data relating to your visit to third party sites, as described in Indeed’s Privacy Policy. Such data may include job postings that you save, notes or applications statuses that you save or update, or data regarding how you engage with websites or other actions you take on such website, including URLs of websites you visit.

#### 2. Disclaimer and Limitation of Liability

INDEED’S PROVISION OF INDEED FOR CHROME AND THE SITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WITH RESPECT TO INDEED FOR CHROME AND YOUR USE THEREOF, INDEED AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY THAT ANY EMAIL ADDRESS THAT HAS BEEN PROVIDED TO INDEED IS VALID, THAT ANY EMAIL SENT BY INDEED AT YOUR REQUEST WILL REACH THE INTENDED RECIPIENT, THAT ANY INTENDED RECIPIENT OF ANY SUCH EMAIL WILL READ SUCH EMAIL, OR THAT ANY SUCH INTENDED RECIPIENT WILL ACT UPON SUCH EMAIL. INDEED AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, EXPRESSLY DISCLAIM ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION FOR NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. YOU USE INDEED, THE SITE, AND INDEED FOR CHROME AT YOUR OWN RISK. INDEED DOES NOT GUARANTEE THAT THE SITE OR INDEED FOR CHROME WILL ALWAYS BE ERROR FREE, SAFE, OR SECURE.

EXCEPT FOR AMOUNTS PAYABLE PURSUANT TO SECTION 3, TO THE FULLEST EXTENT PERMITTED BY LAW: (a) NEITHER PARTY WILL BE LIABLE UNDER THESE IC TERMS FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; AND (b) EACH PARTY’S AGGREGATE LIABILITY TO THE OTHER UNDER THESE IC TERMS IS LIMITED TO AMOUNTS PAID OR PAYABLE TO INDEED BY YOU FOR THE INDEED SERVICE GIVING RISE TO THE CLAIM.

#### 3. Indemnification

You agree to defend, indemnify and hold harmless Indeed from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney’s fees) arising from: (a) your violation of any term of this Agreement; (b) your use of, and access to, Indeed for Chrome or the Site; (c) your loss of, or disclosure of, information gained from using Indeed for Chrome or the Site; (d) your violation of any applicable laws or regulations, any applicable employment, equality, or discrimination laws, and any applicable data protection or privacy laws; (e) your violation of any third party right, including without limitation any copyright, property, or privacy right; (f) any claim that your content caused damage to a third party; or (g) your actions as an Employer, including without limitation doing or not doing the following: screening, hiring, promoting, or demoting any employee or Candidate. You also agree that you have a duty to defend Indeed against such claims. You agree that this indemnity extends to requiring you to pay for Indeed’s reasonable attorneys’ fees, court costs, settlements and disbursements. This defense and indemnification obligation will survive this Agreement and your use of Indeed for Chrome.

#### 4. Termination

Indeed may suspend Indeed for Chrome, the Site, your account, or any other provision of tools to you, and we may terminate this Agreement with you, at our sole discretion, at any time, with or without notice. If you wish to terminate this Agreement, you may do so by notifying Indeed at any time and closing your account. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

### **Indeed Hiring Events Program Terms**

These Indeed Hiring Events Program Terms (“IHEP Terms”) incorporate the [Indeed Terms of Service](https://www.indeed.com/legal?hl=en#terms), and apply to any Employer who accesses or uses the Indeed Hiring Events Program, Hiring Center, or related services, or who otherwise indicates its acceptance of these Indeed Hiring Events Program Terms. By agreeing to the IHEP Terms, you also agree to the [Indeed Terms of Service](https://www.indeed.com/legal?hl=en#terms) (the “Agreement”).

Any capitalized terms that are used but not defined in these IHEP Terms have the meaning set forth in the Agreement.

#### 1. The Program

Use of the Indeed Hiring Events Program (“Program”) on or through the Site is subject to all applicable Indeed terms and policies, including without limitation the [Indeed Privacy Policy](https://hrtechprivacy.com/brands/indeed#privacypolicy) and those instructions provided on the Site. Indeed policies may be modified at any time. You shall protect your passwords and take full responsibility for your own, and third party, use of your accounts.

By using the Program and accepting these IHEP Terms you acknowledge and agree that you are asking Indeed to do the following: 1) post, on your behalf, Job Listings or Job Ads, as applicable, provided by you on the Site, and manage such ad campaign, using information such as the number of RSVPs, 2) include an RSVP function on the Site for a hiring event (“Event”) corresponding with each of your Job Ads or Listings, 3) receive from Job Seekers RSVPs to your Event(s), 4) send to you and/or other persons you identify information provided by a Job Seeker who RSVPs to your Event(s), and 5) communicate (via email or text message) information related to your Event(s) to Job Seekers who have RSVPed to your Event(s). If you request that Indeed send you and other persons you identify information provided by a Job Seeker who RSVPs to the Event(s), you certify and warrant that such person is part of your organization or is otherwise authorized to receive such information.

With regards to any Job Ad posted on Indeed via the Program, including any Job Ad of your Event posted in Indeed’s discretion, you agree that such Job Ad shall be subject to the [Indeed Ads Program terms](https://www.indeed.com/legal#adsprogram)and the [Indeed Targeted Ads Program terms,](https://www.indeed.com/legal#ita) and the Indeed Ads Program terms and Indeed Targeted Ads Program terms are incorporated herein.

You further agree that you are solely responsible for everything regarding your Event(s), whether participating or hosting, including but not limited to, the content of the Job Listing or Job Ad, screening or screener questions, the handling and safeguarding of Job Seeker information provided to you and/or other persons you identify as authorized to receive information regarding an Event or a Job Seeker, the Event location, your attendees at the Event, or any literature, signage or other documentation at the event. You are responsible for accommodating Job Seeker requests or needs during the interview or application process during the Event. You represent and warrant that any data you collect from attendees and share with Indeed is collected in accordance with local privacy rules. Moreover, you grant to Indeed, its affiliates, and sublicensees the license to use your name, user name, and/or trademarks and logos in connection with any User Content or Indeed marketing materials, or actions by Indeed to promote or publicize such User Content (e.g. Job Listings) including the use of keywords in third-party internet search engine. You agree that Indeed may promote your Job Listing or Job Ad through any method in Indeed’s sole discretion, including but not limited to targeted advertising or using keywords in third-party internet search engine. You further acknowledge and agree that Indeed is not responsible for reviewing qualifications, verifying identification, or otherwise screening Job Seekers during each Event and that you are solely responsible for so doing.

#### 2. Cancellation

Unless otherwise stated in an Insertion Order or other agreement to advertise with Indeed, you may independently cancel any Job Listing or Job Ad (and corresponding Event) at any time (such cancellation is generally effective within 24 hours). However, if you cancel an Event, Indeed will still bill you in accordance with any pricing listed in a separate agreement or otherwise agreed upon by you and Indeed, for RSVPs, clicks, applies or impressions accrued while the Job Ad for that Event was on the Site, and any platform fee, if applicable. Indeed may reach out to Job Seekers to communicate your Event cancellation. Indeed may immediately cancel the Program, any part thereof, or these IHEPP Terms at any time upon notice. Indeed may modify the Program or these IHEP Terms at any time without liability, and your use of the Program after notice that these IHEP Terms have changed indicates acceptance of the updated IHEP Terms. Sections 1, 3, 4, 5 and 6 will survive any expiration or termination of these IHEP Terms.

#### 3. Prohibited Uses

You shall not, and shall not authorize or assist any party to, advertise anything illegal or engage in any illegal or fraudulent activities or business practices in any state or country where your Job Listing or Job Ad is displayed. You represent and warrant that (x) all your information and any and all information you provide to Indeed is correct and current; (y) you hold and grant Indeed and Partners all rights to copy, distribute, and display Job Listings or Job Ads (“Use”); and (z) such Use and websites linked from your Jobs Listings or Jobs Ads (including Your Services therein) will not violate or encourage violation of any applicable laws. Violation of these policies may result in immediate termination of these IHEP Terms or your account without notice, and may subject you to legal penalties and consequences. **Indeed or Partners may reject or remove any Job Listing, Job Ad, or content therein, and Indeed may disable any Employer’s account, for any or no reason without notice.**

#### 4. Disclaimer and Limitation of Liability

INDEED’S PROVISION OF THE PROGRAM AND THE SITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WITH RESPECT TO THE PROGRAM AND YOUR USE THEREOF, INDEED AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION FOR NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. YOU USE INDEED, THE SITE, AND THE PROGRAM AT YOUR OWN RISK. INDEED DOES NOT GUARANTEE THAT THE SITE OR PROGRAM WILL ALWAYS BE ERROR FREE, SAFE, OR SECURE. Indeed and its affiliates, and its and their third-party licensors, disclaim all guarantees regarding positioning or the levels or timing of: (i) costs per RSVP, click, apply, or impression, (ii) RSVP rates, click through rates, apply rates, or impression rates (including any estimate of rates provided in an insertion order), (iii) delivery of any impressions on any Partner Property or Indeed Property or sections of such properties, (iv) RSVPs, clicks, applies or impressions, (v) interest in your Job Ad, (vi) attendance at your Event(s), and (vii) the quality of attendees at your Event(s). AN RSVP TO YOUR EVENT(S) DOES NOT GUARANTEE INTEREST IN YOUR JOB AD. EXCEPT FOR AMOUNTS PAYABLE PURSUANT TO SECTION 6 HEREUNDER, AND FOR ANY BREACH BY YOU OF SECTION 1, TO THE FULLEST EXTENT PERMITTED BY LAW: (a) NEITHER PARTY WILL BE LIABLE UNDER THESE IHEP TERMS FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; AND (b) EACH PARTY’S AGGREGATE LIABILITY TO THE OTHER UNDER THESE IHEP TERMS IS LIMITED TO AMOUNTS PAID OR PAYABLE TO INDEED BY YOU, IF ANY, FOR THE JOB ADS OR JOB LISTINGS GIVING RISE TO THE CLAIM.

#### 5. Payment

You shall be charged in accordance with the pricing listed in a separate agreement or insertion order between you and Indeed, and based on clicks, RSVPs, applies or impressions (distributed within your budget in Indeed’s sole discretion) and platform fee, if applicable. RSVPs are defined as a user completing the online RSVP form agreeing to attend your Event featured in any Job Ad. However, an RSVP does not guarantee that a Job Seeker will attend such Event. If your Indeed employer account has a credit card on file for the Indeed Ads Program or any other Indeed service, we will charge that same credit card for your Indeed Hiring Events RSVPs, if applicable.

If you are located in the United States, you shall pay all applicable charges in US dollars. If your billing address is in India, you may only pay all charges in Indian Rupees. If your billing address is in Brazil, you may only pay all charges in Brazilian Reais. If your billing address is in the [Asia-Pacific Region\*](https://www.indeed.com/legal?hl=en#asiaPacificList), you may only pay all charges in Singapore Dollars, Australian Dollars, Japanese Yen, and US Dollars. If your billing address is anywhere else, you may pay all charges in the following currencies, which you choose when creating an account: US Dollars, Euros, UK Pounds, Canadian Dollars, Australian Dollars, Swiss Francs, or Japanese Yen. Charges are exclusive of all taxes, including VAT. You are responsible for all taxes as applicable and appropriate. You are responsible for paying (y) all taxes and government charges, and (z) reasonable expenses and attorney fees Indeed incurs collecting late amounts. If you are in Japan, Japanese consumption tax will apply on the import of all Indeed products and services. You waive all claims relating to charges unless claimed within 60 days after the charge (this does not affect your credit card issuer rights). **Charges are solely based on Indeed’s click, RSVP, apply, or impression measurements. Indeed’s determination of number of clicks, RSVPs, applies or impressions shall be binding.** Refunds (if any) are at the absolute discretion of Indeed and only in the form of advertising credit for Indeed Property. If you are removed from Indeed, but have previously spent on Indeed, you are not entitled to a refund of previously spent amounts.

You acknowledge and agree that any credit card and related billing and payment information that you provide to Indeed may be shared by Indeed with companies who work on Indeed’s behalf, such as payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment to Indeed and servicing your account. Indeed may also provide information in response to valid legal process, such as subpoenas, search warrants and court orders, or to establish or exercise its legal rights or defend against legal claims. Indeed shall not be liable for any use or disclosure of such information by such third parties.

All withholding tax remittances to the government are your sole responsibility and Indeed shall have no liability whatsoever therefore. Invoices may be provided to you via electronic mail. To the extent permitted by law, if you have an unpaid or outstanding invoice or account balance for any Indeed product, Indeed reserves the right to suspend or terminate your use of that Indeed product as well as any other Indeed product, including but not limited to those Indeed products where you do not have an unpaid invoice or account balance.

#### 6. Indemnification

You shall indemnify, defend and hold harmless Indeed, its agents, affiliates, licensors, and Partners from any third party claim or liability (including without limitation reasonable legal fees) arising out of your Program use, Job Listing, Job Ad, screening or screener questions, Event, Site or Your Services, or breach of these IHEP Terms.

### **Indeed Hiring Platform Terms**

These Indeed Hiring Platform Terms (“IHP Terms”) incorporate the [Indeed Terms of Service](https://www.indeed.com/legal?hl=en&redirect=true#tos), and apply to any Employer or Job Seeker who accesses or uses the Indeed Hiring Platform or related services, or who otherwise indicates its acceptance of these Indeed Hiring Platform Terms. By agreeing to the IHP Terms, you also agree to the [Indeed Terms of Service](https://www.indeed.com/legal?hl=en&redirect=true#tos) (the “Agreement”).

Any capitalized terms that are used but not defined in these IHP Terms have the meaning set forth in the Agreement.

#### 1. The Program

Indeed Hiring Platform is a platform designed to automate and streamline your hiring and employment decision-making processes by allowing users access to various products such as Indeed Interview or related services (“Program”). You understand that use of Indeed Hiring Platform and related products is at your sole discretion and such tools are applied to your hiring process and job openings in the method and manner that you decide. YOU UNDERSTAND AND AGREE THAT YOU ARE RESPONSIBLE FOR COMPLYING WITH APPLICABLE LAW REGARDING YOUR EMPLOYMENT AND HIRING PRACTICES, INCLUDING TITLE VII, AND THAT YOU MUST INDEMNIFY INDEED AGAINST ANY AND ALL CLAIMS ARISING FROM YOUR USE OF INDEED HIRING PLATFORM OR SIMILAR PRODUCTS. INDEED DISCLAIMS ALL LIABILITY AND MAKES NO WARRANTY THAT YOUR USE OF THE SERVICES COMPLIES WITH TITLE VII OR ANY SIMILAR LAW. Indeed makes no representation that Indeed or its affiliates are an employment agency by offering Indeed Hiring Platform and related tools. You understand that Indeed is not procuring employees for you or opportunities for Job Seekers.

By using the Program and accepting these IHP Terms you acknowledge and agree that you are asking Indeed to do the following: 1) post, on your behalf, Job Listings or Job Ads, as applicable, provided by you on the Site, and manage such ad campaign, using information such as the number of RSVPs, 2) include an RSVP function on the Site for a hiring event, interview session or interview post (“Event”) corresponding with each of your Job Ads or Listings, 3) receive from Job Seekers RSVPs to your Event(s), 4) add any screening tools you choose, including, but not limited to screening questions, evaluation methods, and Assessments, 5) send to you and/or other persons you identify information provided by a Job Seeker who RSVPs to your Event(s), and 6) communicate (via email or text message) information related to your Event(s) to Job Seekers who have RSVPed to your Event(s). If you request that Indeed send you and other persons you identify information provided by a Job Seeker who RSVPs to the Event(s), you certify and warrant that such person is part of your organization or is otherwise authorized to receive such information.

With regards to any Job Ad posted on Indeed via the Program, including any Job Ad of your Event posted in Indeed’s discretion, you agree that such Job Ad shall be subject to the Indeed Ads Program terms and the Indeed Targeted Ads Program terms, and the Indeed Ads Program terms and Indeed Targeted Ads Program terms are incorporated herein. Likewise, your use of any tools offered by Indeed is subject to the applicable Terms of Service. For example, using Assessments is subject to the Indeed Assessments Terms.

You further agree that you are solely responsible for everything regarding your Event(s), whether participating or hosting, including but not limited to, the content of the Job Listing or Job Ad, screening or screener questions, Assessments, the handling and safeguarding of Job Seeker information provided to you and/or other persons you identify as authorized to receive information regarding an Event or a Job Seeker, the Event location, your attendees at the Event, or any literature, signage or other documentation at the event. You are responsible for accommodating Job Seeker requests or needs during the interview or application process during the Event. You represent and warrant that any data you collect from attendees and share with Indeed is collected in accordance with local privacy rules. Moreover, you grant to Indeed, its affiliates, and sublicensees the license to use your name, user name, and/or trademarks and logos in connection with any User Content or Indeed marketing materials, or actions by Indeed to promote or publicize such User Content (e.g. Job Listings) including the use of keywords in third-party internet search engine. You agree that Indeed may promote your Job Listing or Job Ad through any method in Indeed’s sole discretion, including but not limited to targeted advertising, on third party websites, including, but not limited to apps, or using keywords in third-party internet search engines. You further acknowledge and agree that Indeed is not responsible for reviewing qualifications, verifying identification, or otherwise screening Job Seekers during each Event and that you are solely responsible for so doing.

When Job Seekers apply or RSVP to your job listing, Indeed may request that they provide certain demographic information, such as race and ethnicity, gender, age, LGBTQ+ community membership, and disability status (“Demographic Information”). By using the Program, you agree that Indeed may collect Demographic Information from Job Seekers applying to your job listing, and that Indeed may use it to evaluate and improve our products. You further agree that you as an Employer have no ability, right, or entitlement to view or access any Job Seeker’s Demographic Information without their permission. You agree you are solely responsible for complying with applicable nondiscrimination laws. Indeed disclaims any warranty regarding the demographic composition of Job Seekers applying to any particular job.

#### 2. Cancellation

Unless otherwise stated in an Insertion Order or other agreement to advertise with Indeed, you may independently cancel any Job Listing or Job Ad (and corresponding Event) at any time (such cancellation is generally effective within 24 hours). However, if you cancel an Event, Indeed will still bill you in accordance with any pricing listed in a separate agreement or otherwise agreed upon by you and Indeed, for RSVPs, clicks, applies or impressions accrued while the Job Ad for that Event was on the Site, and any platform fee, if applicable. Indeed may reach out to Job Seekers to communicate your Event cancellation. Indeed may immediately cancel the Program, any part thereof, or these IHP Terms at any time upon notice. Indeed may modify the Program or these IHP Terms at any time without liability, and your use of the Program after notice that these IHP Terms have changed indicates acceptance of the updated IHP Terms. Sections 1, 3, 4, 5 and 6 will survive any expiration or termination of these IHP Terms.

**3. Prohibited Uses**

You shall not, and shall not authorize or assist any party to, advertise anything illegal or engage in any illegal or fraudulent activities or business practices in any state or country where your Job Listing or Job Ad is displayed. You represent and warrant that all your information and any and all information you provide to Indeed is correct and current; you hold and grant Indeed and Partners all rights to copy, distribute, and display Job Listings or Job Ads (“Use”); and (z) such Use and websites linked from your Jobs Listings or Jobs Ads (including Your Services therein) will not violate or encourage violation of any applicable laws. Violation of these policies may result in immediate termination of these IHPTerms or your account without notice, and may subject you to legal penalties and consequences. Indeed or Partners may reject or remove any Job Listing, Job Ad, or content therein, and Indeed may disable any Employer’s account, for any or no reason without notice.

**4. Disclaimer and Limitation of Liability**

INDEED’S PROVISION OF THE PROGRAM AND THE SITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WITH RESPECT TO THE PROGRAM AND YOUR USE THEREOF, INDEED AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION FOR NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. YOU USE INDEED, THE SITE, AND THE PROGRAM AT YOUR OWN RISK. INDEED DOES NOT GUARANTEE THAT THE SITE OR PROGRAM WILL ALWAYS BE ERROR FREE, SAFE, OR SECURE.  Indeed and its affiliates, and its and their third-party licensors, disclaim all guarantees regarding positioning or the levels or timing of: costs per RSVP, click, apply, or impression, (ii) RSVP rates, click through rates, apply rates, or impression rates (including any estimate of rates provided in an insertion order), (iii) delivery of any impressions on any Partner Property or Indeed Property or sections of such properties, (iv) RSVPs, clicks, applies or impressions, (v) interest in your Job Ad, (vi) attendance at your Event(s), and (vii) the quality of attendees at your Event(s). AN RSVP TO YOUR EVENT(S) DOES NOT GUARANTEE INTEREST IN YOUR JOB AD. EXCEPT FOR AMOUNTS PAYABLE PURSUANT TO SECTION 6 HEREUNDER, AND FOR ANY BREACH BY YOU OF SECTION 1, TO THE FULLEST EXTENT PERMITTED BY LAW: (a) NEITHER PARTY WILL BE LIABLE UNDER THESE IHPTERMS FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; AND (b) EACH PARTY’S AGGREGATE LIABILITY TO THE OTHER UNDER THESE IHPTERMS IS LIMITED TO AMOUNTS PAID OR PAYABLE TO INDEED BY YOU, IF ANY, FOR THE JOB ADS OR JOB LISTINGS GIVING RISE TO THE CLAIM.

#### 5. Payment

You shall be charged in accordance with the pricing listed in a separate agreement or insertion order between you and Indeed, and based on clicks, RSVPs, applies or impressions (distributed within your budget in Indeed’s sole discretion) and platform fee, if applicable. Indeed may offer a subscription payment option wherein you will be charged as indicated in an insertion order. RSVPs are defined as a user completing the online RSVP form agreeing to attend your Event featured in any Job Ad. However, an RSVP does not guarantee that a Job Seeker will attend such Event. If your Indeed employer account has a credit card on file for the Indeed Ads Program or any other Indeed service, we will charge that same credit card for your Indeed Hiring Platform RSVPs, if applicable.

If you are located in the United States, you shall pay all applicable charges in US dollars. If your billing address is in India, you may only pay all charges in Indian Rupees. If your billing address is in Brazil, you may only pay all charges in Brazilian Reais. If your billing address is in the Asia-Pacific Region\*, you may only pay all charges in Singapore Dollars, Australian Dollars, Japanese Yen, and US Dollars. If your billing address is anywhere else, you may pay all charges in the following currencies, which you choose when creating an account: US Dollars, Euros, UK Pounds, Canadian Dollars, Australian Dollars, Swiss Francs, or Japanese Yen. Charges are exclusive of all taxes, including VAT. You are responsible for all taxes as applicable and appropriate. You are responsible for paying all taxes and government charges, and (z) reasonable expenses and attorney fees Indeed incurs collecting late amounts. If you are in Japan, Japanese consumption tax will apply on the import of all Indeed products and services. You waive all claims relating to charges unless claimed within 60 days after the charge (this does not affect your credit card issuer rights). Charges are solely based on Indeed’s click, RSVP, apply, or impression measurements. Indeed’s determination of number of clicks, RSVPs, applies or impressions shall be binding. Refunds (if any) are at the absolute discretion of Indeed and only in the form of advertising credit for Indeed Property. If you are removed from Indeed, but have previously spent on Indeed, you are not entitled to a refund of previously spent amounts.

You acknowledge and agree that any credit card and related billing and payment information that you provide to Indeed may be shared by Indeed with companies who work on Indeed’s behalf, such as payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment to Indeed and servicing your account. Indeed may also provide information in response to valid legal process, such as subpoenas, search warrants and court orders, or to establish or exercise its legal rights or defend against legal claims. Indeed shall not be liable for any use or disclosure of such information by such third parties.

All withholding tax remittances to the government are your sole responsibility and Indeed shall have no liability whatsoever therefore. Invoices may be provided to you via electronic mail. To the extent permitted by law, if you have an unpaid or outstanding invoice or account balance for any Indeed product, Indeed reserves the right to suspend or terminate your use of that Indeed product as well as any other Indeed product, including but not limited to those Indeed products where you do not have an unpaid invoice or account balance.

#### 6. Indemnification

You shall indemnify, defend and hold harmless Indeed, its agents, affiliates, licensors, and Partners from any third party claim or liability (including without limitation reasonable legal fees) arising out of your Program use, Job Listing, Job Ad, screening or screener questions, Event, Site or Your Services, or breach of these IHP Terms.

### **Indeed IQ Tool Terms**

These Indeed IQ Tool Program Terms (“Indeed IQ Terms”) form a part of, and are incorporated into, the [Indeed Terms of Service](http://www.indeed.com/legal?hl=en#terms) (the “Agreement”), and apply to any Employer that accesses or uses the Indeed IQ tool, or that otherwise indicates its acceptance of these Indeed IQ Terms.

Any capitalized terms that are used but not defined in these Indeed IQ Terms have the meaning set forth in the Agreement.

#### 1. The Tool

Use of the Indeed IQ Tool and Services (collectively “Indeed IQ”) on or through the Site is subject to all applicable Indeed terms and policies, including without limitation the [Indeed Privacy Policy](https://hrtechprivacy.com/brands/indeed#privacypolicy) and those instructions provided on the Site, if you are using Indeed IQ through our on-line forms. Indeed policies may be modified at any time.

Indeed will supply the services to you in accordance with the Insertion Order(s) (IO) in all material respects. Any performance dates specified in the IO shall be estimates only. Indeed shall have the right to make any changes to the services which are necessary to comply with any applicable law, or which do not materially affect the nature or quality of the services, and Indeed shall notify you in such event.

You will provide Indeed with such information and materials as Indeed may reasonably require in order to supply the services, and ensure that such information is accurate in all material respects; obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the services are to start and comply with any additional obligations as set out in the IO.

You shall maintain sole responsibility for all ad or job content and target URLs, whether generated by or for you, and websites proximately reachable from URLs and your services and products (“Creative”). If Indeed is unable to perform due to any act or omission by you, Indeed may, in its sole discretion, suspend performance of the services until you provide a remedy. Indeed may rely on you to relieve it from the performance of any of its obligations to the extent you prevent or delay Indeed’s performance; Indeed will not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from Indeed’s failure or delay to perform any of its obligations as set out in this clause; and you will reimburse Indeed on written demand for any costs or losses sustained or incurred by Indeed arising directly or indirectly from you.

Further, you authorize Indeed to implement such campaign plans and media schedules for time, space and other facilities as the tool shall determine, subject to your spend.

#### 2. Tool License

Indeed grants you a non-exclusive right to permit additional users to use the tool during the term of the agreement (Authorized Users). You shall not transfer or sublicense the right without the prior written consent of Indeed. In relation to the Authorized Users, you undertake that: (a) the maximum number of Authorized Users that you authorize to access and use the tool shall not exceed the number of user subscriptions you have been granted by Indeed from time to time; (b) you will not allow or suffer any user subscription to be used by more than one individual Authorized User unless it has been reassigned in its entirety to another individual Authorized User, in which case the prior Authorized User shall no longer have any right to access or use the tool; and (c) each Authorized User shall keep a secure password for his use of the tool and that each Authorized User shall keep his password confidential.

You shall use all reasonable endeavours to prevent any unauthorized access to, or use of, the tool and, in the event of any such unauthorized access or use, promptly notify Indeed. The rights provided under this clause are granted to you only, and shall not be considered granted to any subsidiary or holding company of you.

#### 3. Cancellations and Amendments

Indeed reserves the right, without prior notice to you, to (a) refuse or cancel any advertisement without giving a reason or (b) to alter, cancel or postpone the publication of any advertisement.

In such circumstances Indeed will return any monies paid by you in respect of such advertisement. If you cancel or amend any specific IO, it must be done so in writing and you shall pay to Indeed: the charges in respect of any such services; any charges or expenses incurred by Indeed or to which Indeed is committed in respect of any such services; any charges imposed on Indeed by third parties arising from the cancellation or amendment. For the avoidance of doubt, this clause shall not be construed to permit termination of the agreement, which shall be governed by these terms and conditions

#### 4. Disclaimer and Limitation of Liability

INDEED’S PROVISION OF THE TOOL, SITE AND SERVICES IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WITH RESPECT TO INDEED IQ AND YOUR USE THEREOF, INDEED AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION FOR NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. YOU USE INDEED, THE SITE, AND THE PROGRAM AT YOUR OWN RISK. INDEED DOES NOT GUARANTEE THAT THE SITE OR PROGRAM WILL ALWAYS BE ERROR FREE, SAFE, OR SECURE. Indeed and its affiliates, and its and their third-party licensors, disclaim all guarantees regarding positioning or the levels or timing of: (i) costs per click, (ii) click through rates, (iii) delivery of any impressions on any Publisher Property or Indeed Property or sections of such properties, (iv) clicks, (v) conversions for any Creative, or (vi) interest in your Job Listing. The aforementioned disclaimers apply regardless of whether a Job Listing appears on desktop or mobile. CLICKS ARE ANONYMOUS AND INDEED HAS NO RESPONSIBILITY FOR CONFIRMING A USER’S IDENTITY. A CLICK ON YOUR JOB LISTING DOES NOT GUARANTEE INTEREST IN SUCH JOB LISTING. EXCEPT FOR AMOUNTS PAYABLE PURSUANT TO SECTION 6 HEREUNDER, AND FOR ANY BREACH BY YOU OF SECTION 1, TO THE FULLEST EXTENT PERMITTED BY LAW: (a) NEITHER PARTY WILL BE LIABLE UNDER THESE IAP TERMS FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; AND (b) EACH PARTY’S AGGREGATE LIABILITY TO THE OTHER UNDER THESE IAP TERMS IS LIMITED TO AMOUNTS PAID OR PAYABLE TO INDEED BY YOU FOR THE JOB ADS GIVING RISE TO THE CLAIM.

#### 5. Intellectual Property

You acknowledge and agree that Indeed and/or its licensors own all intellectual property rights in the tool. Except as expressly stated herein, these terms do not grant you any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the tool. You grant Indeed the right free of charge to use such of your Intellectual Property Rights as Indeed shall consider necessary to provide the services. Indeed shall have a continuing right to use such rights for the purposes of promoting Indeed and its services. You shall ensure that any domain names or Intellectual Property Rights used in connection with the services do not infringe any third party rights and you shall indemnify and hold harmless Indeed, its agents and employees from any liability, cost, loss, damages, award, settlement or other expense of any kind (including legal and professional fees) arising from any claim, demand or action alleging that such domain names or Intellectual Property Rights infringe any third party rights.

#### 6. Payment

You shall be charged based on (a) any commission or other charges specified in the IO; (b) all media time and space at the published rates from time to time; (c) the cost of any services provided by third parties and required by Indeed for the performance of the services; and (d) the cost of any materials. Indeed shall not incur charges in respect of the items described in excess of the amount specified by you from time to time. For the avoidance of doubt, any commission and other charges specified in the IO shall be charged to you by Indeed in addition to your campaign spending budget. All media costs will be billed and paid in such a manner as to assure You will achieve available discounts (volume or otherwise) applicable to purchases made by Indeed on behalf of You and actually received by You. For the avoidance of doubt, any discounts applicable to your media spend will be used to the benefit of you, unless otherwise agreed in writing by you and Indeed.

If a third party media provider issues any statement, determination or notification of costs which reflects an amount higher than any statement given via the tool, it shall be conclusive evidence (in the absence of manifest error) of the media spend in relation to that media provider for the services to which such statement, determination or notification relates notwithstanding any indication or statement to the contrary given via the tool. For example, if the tool states that an advertisement has received 90 clicks but a media provider issues a statement that the same advertisement has received 100 clicks, the media provider’s statement shall be final and the charges shall be calculated on the basis of the media provider’s statement.

The cost to Indeed of media, services or materials purchased overseas may be more or less than the cost anticipated at the date Indeed orders the relevant media, services or materials as a result of fluctuations in the rate of currency exchange. Indeed will charge you at the rate of currency exchange on the date Indeed pays for the relevant media, services or materials.

Indeed shall invoice you in accordance with the IO. You agree that Indeed may receive invoices from media publishers on your behalf. Where required by law, Indeed shall make media publisher invoices available to you upon your request. Indeed may also cause media publishers to invoice you directly.

If you are located in the United States, you shall pay all charges in US dollars. If your billing address is in India, you may only pay all charges in Indian Rupees. If your billing address is in Brazil, you may only pay all charges in Brazilian Reais. If your billing address is in the [Asia-Pacific Region\*](https://www.indeed.com/legal?hl=en#asiaPacificList), you may only pay all charges in Singapore Dollars, Australian Dollars, Japanese Yen, and US Dollars. If your billing address is anywhere else, you may be able to pay all charges in the following currencies, which you choose when creating an account: US Dollars, Euros, UK Pounds, Canadian Dollars, Australian Dollars, Swiss Francs, or Japanese Yen. This choice of currencies will be fully subject to Indeed’s discretion. Charges are exclusive of all taxes, including VAT. You are responsible for all taxes as applicable and appropriate.

You shall pay each invoice submitted by Indeed: within 30 days of the date of the invoice; and in full and in cleared funds to a bank account nominated in writing by Indeed, and time for payment shall be of the essence of the agreement.

You shall pay all amounts due under the agreement in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Indeed may at any time, without limiting its other rights or remedies, set off any amount owing to it by you against any amount payable by Indeed to you.

#### 7. Termination

Without limiting its other rights or remedies and subject to any fixed term specified in the IO, either party may terminate the agreement by giving the other party 2 months’ written notice.

Without limiting its other rights or remedies, either party may terminate the agreement with immediate effect by giving written notice to the other party if: the other party commits a material breach of any term of the agreement and (if such a breach is remediable) fails to remedy that breach within 20 Business Days of that party being notified in writing to do so; the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or the other party’s financial position deteriorates to such an extent that in the terminating party’s opinion the other party’s capability to adequately fulfil its obligations under the agreement has been placed in jeopardy.

Without limiting its other rights or remedies, Indeed may terminate the agreement with immediate effect by giving written notice to you if: you fail to pay any amount due under the agreement on the due date for payment and remains in default not less than 45 days after being notified to make such payment; you object to the appointment of an additional or replacement sub-processor; or there is a change of Control.

Indeed may terminate the agreement with immediate effect by giving written notice to you if you fail to provide advance payments within 14 days of Indeed’s written request. Without limiting its other rights or remedies, Indeed may suspend provision of the services if you fail to pay any amount due under this agreement on the due date for payment, or if you object to the appointment of an additional or replacement sub-processor.

#### 8. Consequences of Termination

On termination of the agreement for any reason: you shall immediately pay to Indeed all of Indeed’s outstanding unpaid invoices and interest and, in respect of services supplied but for which no invoice has been submitted, Indeed shall submit an invoice, which shall be payable by you immediately on receipt; you shall return all of the Indeed materials and any deliverables which have not been fully paid for; the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry; and clauses which expressly or by implication survive termination shall continue in full force and effect.

Upon termination of the agreement and payment by you of all charges due, Indeed will give you reasonable cooperation in transferring, subject to the approval of third parties where required, all reservations, contracts and arrangements with media or other suppliers yet to be completed and subject to all rights and claims thereto.

Following termination of the agreement, you shall not use any campaign plan, media schedule or other deliverables prepared by Indeed for you without the prior written consent of Indeed. Indeed shall be entitled to charge a licence fee or royalties in respect of any such campaign plan, media schedule or deliverables.

#### 9. Indemnification

You shall indemnify, defend and hold harmless Indeed, its agents, affiliates, licensors, employees and Publishers from any third party claim or liability (including without limitation reasonable legal fees) arising out of your: use of Indeed IQ, Creative, site or services, or breach of these Terms, including but not limited to any claim, demand or action alleging that any advertisement or deliverable is contrary to any law, code or regulation.

#### 10. Confidentiality

You agree and acknowledge that you may not disclose to any person any Indeed Confidential Information concerning the business affairs, customers, clients or suppliers of Indeed unless such disclosure is necessary for performance of Indeed services without prior written consent.  “Indeed Confidential Information” includes without limitation: (a) all Indeed software, technology, programming, specifications, materials, guidelines and documentation relating to Indeed IQ; (b) click-through rates or other performance statistics relating to Indeed IQ provided to you by Indeed; and (c) any other information designated in writing by Indeed as “Confidential” or an equivalent designation.

Further, you agree to only use Indeed Confidential Information for performing your obligations. Nothing in the agreement shall prohibit Indeed from using as it sees fit any general marketing or advertising intelligence gained by Indeed in the course of providing the services.

### **Indeed Vulnerability Reward Program**

#### Program Description

As part of Indeed’s commitment to the security of our Job Seekers, advertisers, and publishers, we partnered with [Bugcrowd](http://www.bugcrowd.com/) to launch our Vulnerability Reward Program. Detailed rules and information about the scope of this bounty program are available on our [Bugcrowd page](https://bugcrowd.com/indeed). If you are a whitehat researcher that believes you have discovered a vulnerability in an Indeed product or have any other security inquiries, please [sign up as a Bugcrowd Tester](https://bugcrowd.com/user/sign_up) to be included in Indeed’s Vulnerability Reward Program. Vulnerabilities submitted outside of Bugcrowd will **not** be considered.

#### Legal Notes

Indeed will not issue rewards to researchers from countries on sanctions lists (e.g. – Cuba, Iran, North Korea, Sudan, and Syria). There may be additional restrictions on your ability to enter depending upon your local laws. Your testing must not violate any law, or disrupt or compromise any data that is not your own.

### **ZapInfo Terms**

These ZapInfo Terms form a part of, and are incorporated into, the [Indeed Terms of Service](http://www.indeed.com/legal?hl=en#terms) (the “Agreement”), and apply to any Employer who accesses or uses the ZapInfo Service (defined below), or who otherwise indicates its acceptance of these ZapInfo Terms.

Any capitalized terms that are used but not defined in these ZapInfo Terms have the meaning set forth in the Agreement.

#### 1. The ZapInfo Service

Use of ZapInfo service, whether provided in the form of a website, app, or browser extension (collectively the “ZapInfo Service”) by an Employer is subject to all applicable Indeed rules, guidelines, policies and other terms and conditions made available to you, including through the Site and on any FAQ and information page(s) provided by Indeed, any or all of which may be modified at any time.

The ZapInfo Service contains a tool permitting Employers to copy and store candidate information as they select, and that Indeed does not play a role in the selection, evaluation, or assembly of such information beyond providing the ZapInfo Service. The ZapInfo Service does not request or source any candidate information from third parties, but only stores information provided by the Employer. You are responsible for, and Indeed disclaims any warranty with regard to, the accuracy, timeliness, usefulness, or availability of any candidate information you store in the ZapInfo Service.

Indeed does not inquire into the backgrounds of Job Seekers or attempt to verify any information you store in the ZapInfo Service. Indeed’s role is limited to storing the information you select. Any determination regarding whether that information is accurate, whether it pertains to a given Job Seeker, or whether it indicates a Job Seeker is qualified for a job, is made solely by you as an Employer. You are responsible for conducting any background checks, reference checks, or other due diligence that you may require before making an offer of employment to a Job Seeker.

The ZapInfo Service may also contain a tool assisting Employers in writing and submitting queries to third-party search engines (“Search Builder”). The Search Builder is provided without warranty and Indeed makes no guarantee regarding the availability, accuracy, or reliability of any third-party search engine or any information obtained through use of the Search Builder.

The ZapInfo Service may offer access to integrations permitting Employers to transmit information into their account held with an Applicant Tracking System or other third-party service (“ZapInfo Integrations”). Indeed makes no guarantee that any ZapInfo Integration will be or continue to be available. All ZapInfo Integrations are presented without warranty and are provided on an “as is” and “as available” basis only, and Indeed disclaims all liability for any unavailability or technical malfunction of any such integration, including injury or damage to your or to any other person’s computer, mobile device or other hardware or software, related to or resulting from any such integration.

The ZapInfo Service may be provided in the form of a [Chrome extension](https://chrome.google.com/webstore/detail/zapinfo/kiodpphbmnmcmnfgpnmkkhmkllnlflef?hl=en). By installing the extension, you agree to Indeed’s collection of data relating to your visit to third party sites, as described in Indeed’s [Privacy Policy](https://hrtechprivacy.com/brands/indeed#privacypolicy). Such data may include candidate information that you save, notes that you save or update, or data regarding how you engage with websites or other actions you take on such websites, including URLs of websites you visit.

#### 2. Privacy

Your use of the ZapInfo Service is subject to Indeed’s [Privacy Policy](https://hrtechprivacy.com/brands/indeed#privacypolicy).  You further acknowledge and agree that you are solely responsible for any access to information stored in your account that you give to third parties via ZapInfo Integrations, and for ensuring all such access complies with applicable state, federal, and national laws and regulations.

#### 3. Fees

ZapInfo is currently free for Employers. Indeed may, in its sole discretion and at any time, end Employers’ free use of ZapInfo and begin to charge Employers to use ZapInfo as a standalone product or in conjunction with an Employer’s use of any other Indeed product.

#### 4. Rules; Employer Representations and Warranties

Your use of the ZapInfo Service is subject to the Agreement, including without limitation the Indeed Site Rules. You represent and warrant to Indeed that: a) that all information you provide to Indeed is correct and current; b) you will only use the ZapInfo Service in accordance with all applicable laws, rules, and regulations; c) your use of the ZapInfo Service will not violate the rights of any person, including without limitation any privacy rights or any rights under the Fair Credit Reporting Act.

#### 5. Disclaimer and Limitation of Liability

INDEED’S PROVISION OF THE ZAPINFO SERVICE AND THE SITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WITH RESPECT TO THE ZAPINFO SERVICE AND YOUR USE THEREOF, INDEED AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY THAT ANY INFORMATION THAT YOU VIEW, COLLECT, OR STORE IS ACCURATE. INDEED AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, EXPRESSLY DISCLAIM ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION FOR NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. YOU USE THE ZAPINFO SERVICE AND THE SITE AT YOUR OWN RISK. INDEED DOES NOT GUARANTEE THAT THE SITE OR THE ZAPINFO SERVICE  WILL ALWAYS BE ERROR FREE, SAFE, OR SECURE.

EXCEPT FOR FOR ANY BREACH BY YOU OF SECTION 6 HEREUNDER, TO THE FULLEST EXTENT PERMITTED BY LAW: (a) NEITHER PARTY WILL BE LIABLE UNDER THESE ZAPINFO TERMS FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; AND (b) EACH PARTY’S AGGREGATE LIABILITY TO THE OTHER UNDER THESE ZAPINFO TERMS IS LIMITED TO AMOUNTS PAID OR PAYABLE TO INDEED BY YOU FOR THE INDEED SERVICE GIVING RISE TO THE CLAIM.

#### 6. Indemnification

You shall indemnify, defend and hold harmless Indeed, its agents, affiliates, and licensors from any third-party claim or liability (including without limitation reasonable legal fees) arising out of your breach of these Terms, your installation or use of the ZapInfo Service, or any information you view, collect, or store through the ZapInfo Service.

#### 7. Termination

Indeed may suspend the ZapInfo Service, the Site, your account, or any other provision of tools to you, and we may terminate this Agreement with you, at our sole discretion, at any time, with or without notice. If you wish to terminate this Agreement, you may do so by notifying Indeed at any time and closing your account. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

### **Indeed Business Perks Participant Terms**

These Indeed Business Perks Participant Terms (“Participant Terms”) form a part of, and are incorporated into, the Indeed [Terms of Service](https://www.indeed.com/legal?hl=en&co=US) (the “Agreement”), and apply to any individual or entity registering as a vendor or participant in the Indeed Business Perks program, or who otherwise indicates their acceptance of these Participant Terms (“Participant” or “you”). Any capitalized terms that are used but not defined in these Participant Terms have the meaning set forth in the Agreement.

#### **1. The Program**

Indeed may offer Participants the opportunity to apply to have advertising materials including images, text, and information about Participant’s product or service (“Participant Listings”) included in the Business Perks program. Participant is responsible for providing accurate information in its Participant Listing. If any information is inaccurate or needs to be updated or modified, Participant will promptly provide Indeed with corrections, updates, or modifications. By submitting a Participant Listing to Indeed, you are requesting that Indeed display your Participant Listing in the Indeed Business Perks program for display to users visiting the Site (“End Users”).

Participation in the Indeed Business Perks program is subject to Indeed’s approval, and Indeed may in its sole discretion reject any Participant, Participant Listing, or site, in whole or in part, for any or no reason, at any time. Use of Indeed Business Perks and the Site is subject to all applicable Indeed terms and policies, including without limitation the Agreement and the Indeed Cookie Policy and Privacy Policy. Indeed policies may be modified at any time.

Participant agrees that Indeed may reformat and host (but not change the content of) the Participant Listing on the Site in any way Indeed sees fit. Distribution and placement of Participant Listings is at Indeed’s sole discretion and may vary depending on demand, industry, sponsorship, and other considerations. Indeed does not guarantee performance or placement of any Participant Listing. Participant agrees that Indeed may display markings (such as “featured” or “preferred”) in connection with any Participant Listing, and that such markings are without warranty.

#### **2. Landing Page**

Participant shall have the sole right and responsibility of creating and maintaining a web page permitting End Users to purchase the goods or services described in the Participant Listing (“Landing Page”). Participant is solely responsible for maintaining and supporting the Landing Page, and for providing End Users with such goods and services.

The Landing Page shall be operated in compliance with all applicable laws. Participant shall protect any End User’s information it collects in connection with participation in Indeed Business Perks, including without limitation personal data, from unauthorized access or use, and will promptly report to End Users any unauthorized access or use of such information. Participant may not sell any data provided by Indeed or collected from End Users. In addition, Participant may not license, share or transfer any such data to a third party unless it is necessary solely for providing the functionality of the Participant Listing or Landing Page and, in such case, only in accordance with (i) applicable laws and (ii) any representations, statements and agreements Participant has made to End Users.

Participant is responsible for the content in its Participant Listing, Landing Page, and any websites proximately reachable from the foregoing, whether generated by or for Participant, including without limitation the accuracy, legality, and appropriateness of such content. Participant represents and warrants that all Participant’s information is correct and current, and that neither Indeed’s use of such information, nor any Participant Listing or Landing Page, will violate or encourage violation of any applicable laws. All Participant Listings submitted to Indeed will be considered User Content under the Agreement, and must comply with the Rules for Using our Site contained therein.

Participant bears full responsibility and risk and liability for all aspects of the conduct and operations of its business including, but not limited to, (i) offers of all products and services sold or licensed on Participant Listing and its Landing Page; (ii) its relationship with visitors and users of its website, vendors, licensees, licensors, regulatory agencies, governmental bodies and other third parties; and (iii) its relationship with its customers, including, but not limited to, End Users. Indeed may identify Participant as the party responsible for the Participant Listing and Landing Page, including without limitation referring End User complaints to Participant.

#### **3. Referrals**

Participant may refer to Indeed sales leads for new customer subscription of Indeed’s products or services (“Proposed Leads”). Indeed shall compensate Participant, in accordance with a Fee Schedule signed by Indeed and Participant, for Proposed Leads that are accepted by Indeed and result in a new customer subscription for Indeed’s products or services. **Indeed will be under no obligation to accept any Proposed Lead and may reject or decline to accept any Proposed Lead for any or no reason, as determined by Indeed in its sole discretion**, including without limitation, that: (i) the Proposed Lead was an existing customer of Indeed at the time of the referral by Participant;  (ii) Participant was already involved in discussions relating to the sale of Indeed’s products or services to the Proposed Lead at the time of the referral to Indeed; or (iii) the Proposed Lead had previously been referred to Indeed by Participant or by any other third party.

#### **4. Prohibited Uses**

Participant Listings, Landing Pages, and related materials may not contain or promote anything illegal or in violation of the Rules for Using Our Site contained in the Agreement. Participant shall not, and shall not authorize any party to: (i) generate automated, fraudulent or otherwise invalid impressions or clicks; (ii) reverse engineer, disassemble or decompile any Indeed code or technology used in connection with the Site; or (iii) take any action that interferes with, damages, or accesses or uses in any unauthorized manner the hardware, software, networks, technologies or other properties or services of Indeed or of any end user or other third party.

Participant acknowledges and agrees that: (i) Indeed may use technological measures and other lawful measures to verify Participant’s compliance with the terms of the Agreement and enforce Indeed’s rights; (ii) Indeed may deny any person access to and/or use of the Site; and (iii) in the course of providing Indeed Business Perks Indeed and its representatives may collect, maintain, process, and use diagnostic, technical, usage, and related information, including but not limited to use of the Participant Listing. This information will be processed and analyzed in accordance with the Agreement and the Indeed Privacy Policy. By accessing, using and providing information to or through Indeed Business Perks, Participant agrees to all such actions taken by Indeed with respect to Participant’s information. Indeed also reserves the right to access and use the Participant Listing, and Participant shall not interfere with such access and use of the Participant Listing.

Participant shall not send any marketing message to an End User without such End User’s explicit written consent, and Participant shall immediately honor any End User’s request to revoke such consent. Participant shall not offer, sell or market any product or service to an End user other than the Participant Listing until and unless such End User or Indeed subsequently requests further or additional information.

Participant shall not under any circumstances send to any person any call or text message that mentions, refers to, endorses, or is in any way related to Indeed or the Business Perks program.

#### **5. Fees & Payment**

Participant shall receive a commission payment with respect to valid clicks (as determined solely by Indeed, and subject to any cap amounts determined solely by Indeed) in relation to Participant Listing displayed on Indeed Business Perks pursuant to the Fee Schedule attached hereto and incorporated herein in all respects by reference. PARTICIPANT ACKNOWLEDGES AND AGREES THAT, IN EACH CASE, THE AMOUNT OF SUCH CLICKS AND SUCH COMMISSION PAYMENT WILL BE DETERMINED SOLELY BY INDEED, IN ITS SOLE DISCRETION, AND THAT SUCH COMMISSION AMOUNT MAY BE SUBJECT TO A CAP, ALSO TO BE DETERMINED BY INDEED IN ITS SOLE DISCRETION AND SUBJECT TO CHANGE AT ANY TIME. Participant also acknowledges and agrees that any billing and payment information that Participant provides to Indeed may be shared by Indeed with companies who work on Indeed’s behalf, such as payment processors, solely for the purposes of effecting payment to Participant and servicing its account. Participant shall not be compensated for any transactions generated by Participant or any party acting on Participant’s behalf. In addition, Indeed shall not be obligated to pay for any artificial and/or fraudulent impressions or clicks as determined by Indeed or if Participant is in breach of these Participant Terms. In addition and not in limitation to the above, Participant shall refund the share of that revenue paid to Participant, if caused by artificial or fraudulent impressions. No dashboard or any other view of any click count shall be considered as contractually binding on Indeed. All commission amounts may be subject to an overall commission cap, in Indeed’s sole discretion, and subject to change at any time. Payments are inclusive of all taxes, including VAT.

#### **6. Intellectual Property**

Participant hereby grants Indeed permission to refer to Participant and its websites in Indeed’s marketing materials, wherever such marketing materials shall appear. In addition, if Participant creates or manages a webpage on its site that includes list of companies that have a business relationship with Participant, Participant must include Indeed on such webpage during the term of the Agreement and shall use Indeed’s logo as set forth on https://www.indeed.com/p/jobsearch.gif, in compliance with the Agreement.

Under no circumstances may Participant impersonate or act as Indeed on any site (which shall include bidding on Indeed’s names or trademarks in any search engine marketing advertising platform), including, but not limited to, on third party sites. Participant represents and warrants to Indeed that any marketing performed by Participant will comply with all laws of the jurisdiction in which the marketing is conducted, including but not limited to email, text messaging and general advertising laws. Participant agrees not to make any representations, guarantees or warranties (i) that violate any laws or regulations, including any false advertising or consumer protection laws, (ii) with respect to Indeed, Indeed Business Perks, or Indeed’s product or services, or (iii) by Indeed or on behalf of Indeed.

Except as expressly permitted by this Agreement, Participant shall not make or cause to be made, any statement, public announcement, public filing, claim or representation of a business relationship with Indeed without the express prior written consent of Indeed in each instance, and shall not send marketing messages to end users within any product experience integrated with Indeed products without the explicit written consent of Indeed. Participant shall not be permitted to send text messages on behalf of Indeed.

#### **7. Cancellation**

Participant may request removal of its Participant Listing from Indeed Business Perks by giving notice to Indeed (such request is generally implemented within 2 business days). Participant may terminate its participation in the Program for any or no reason at any time, with thirty (30) days prior written notice.  Indeed may immediately cancel the Business Perks Program or these Participant Terms at any time upon notice. Indeed may remove or cancel any Participant Listing, terminate or suspend these Participant Terms, any rights granted herein, Indeed Business Perks and Participant’s rights under these Participant Terms, or revoke access to Indeed Business Perks, in Indeed’s sole discretion at any time and for any reason. Indeed may modify the Program or these Participant Terms at any time without liability, and your use of the Program after notice that these Participant Terms have changed indicates acceptance of the updated Participant Terms. Regardless of cancellation, Participant shall continue to honor for End Users the terms of any applicable offers contained in Participant Listings. Indeed may in its sole discretion provide a notice of cancellation to End Users. Sections 1, 2, 4, 5, 7, 8, 9, and 10 will survive any cancellation or termination of these Participant Terms.

#### **8. Disclaimer and Limitation of Liability**

THE INDEED BUSINESS PERKS PROGRAM AND THE SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH NO WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED. WITH RESPECT TO THE BUSINESS PERKS PROGRAM AND PARTICIPANT’S USE THEREOF, INDEED AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION FOR NON-INFRINGEMENT OF PROPRIETARY RIGHTS, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. YOU USE THE INDEED BUSINESS PERKS PROGRAM AND THE SITE AT YOUR OWN RISK. INDEED DOES NOT GUARANTEE THAT THE SITE OR THE INDEED BUSINESS PERKS PROGRAM WILL ALWAYS BE ERROR FREE, SAFE, OR SECURE.

Indeed and its affiliates, and its and their third-party licensors, disclaim all guarantees regarding positioning or the levels or timing of: (i) click through rates, (ii) clicks, (iii) conversions for any Participant Listing, or (vi) interest in any Participant Listing. Indeed does not commit to provide, guarantee or make representation regarding the volume of impressions, click delivery, referrals, sales, or traffic to Participant’s website or Landing Page.

INDEED AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, MAKE NO WARRANTY OF ANY KIND THAT INDEED BUSINESS PERKS OR ANY MATERIALS, INFORMATION, ADVICE, JOB LISTINGS, USER CONTENT, SERVICES OR PRODUCTS OR RESULTS OF THE USE OF OR AVAILABLE ON OR THROUGH INDEED BUSINESS PERKS WILL MEET PARTICIPANT’S OR ANY OTHER PERSON’S REQUIREMENTS (INCLUDING WARRANTIES REGARDING RELIABILITY, TIMELINESS AND PERFORMANCE), OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF PARTICIPANT’S OR ANY THIRD PARTY’S SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. INDEED HAS NO RESPONSIBILITY FOR CONFIRMING ANY END USER’S IDENTITY. A CLICK ON A PARTICIPANT LISTING DOES NOT GUARANTEE INTEREST. INDEED AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, DISCLAIM ANY WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH INDEED BUSINESS PERKS.

PARTICIPANT UNDERSTANDs AND AGREES THAT PARTICIPANT ACCESSES AND USES INDEED BUSINESS PERKS AT ITS OWN DISCRETION AND RISK AND THAT PARTICIPANT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO PARTICIPANT’S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY SUCH ACCESS OR USE. PARTICIPANT UNDERSTANDS AND AGREES THAT PARTICIPANT CREATES A PARTICIPANT LISTING AT ITS OWN DISCRETION AND RISK AND THAT IT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO ITS OR ANY OTHER PERSON’S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM PARTICIPANT’S PARTICIPANT LISTING.

EXCEPT FOR AMOUNTS PAYABLE PURSUANT TO SECTION 9 HEREUNDER, AND FOR ANY BREACH BY PARTICIPANT OF SECTION 2, TO THE FULLEST EXTENT PERMITTED BY LAW: (a) NEITHER PARTY WILL BE LIABLE UNDER THESE PARTICIPANT TERMS FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; AND (b) EACH PARTY’S AGGREGATE LIABILITY TO THE OTHER UNDER THESE PARTICIPANT TERMS IS LIMITED TO AMOUNTS PAID OR PAYABLE TO INDEED BY PARTICIPANT FOR THE PARTICIPANT LISTING GIVING RISE TO THE CLAIM.

#### **9. Indemnification**

Participant agrees to indemnify, defend and hold harmless Indeed, its agents, affiliates, and licensors, from any third party claim or liability (including without limitation reasonable legal fees) arising out of participation in the Business Perks program, Participant Listing or other materials provided to Indeed, any communications with End Users, or breach of these Participant Terms.

#### **10. Governing Law and Dispute Resolution**

These Participant Terms and any dispute arising out of or in connection with these Participant Terms or related in any way to the Site (“Dispute”) will be governed as to all matters, including, but not limited to the validity, construction and performance of these Participant Terms, by and under the laws of the State of Texas, United States of America, without giving effect to conflicts of law principles thereof. Any and all actions, lawsuits, or other legal proceedings related to such Dispute shall be filed only in the federal or state courts located in Austin, Texas, U.S.A. Each of the Parties hereby consent to the exclusive personal jurisdiction of the federal or state courts located in Austin, Texas, U.S.A.

You also hereby waive any right to a jury trial in connection with any action or litigation in any way arising out of or related to your use of the Site or these Participant Terms, if you are located in the United States.

#### **11. Class Action Waiver**

By using the Site and in return for the services offered by Indeed, Participant acknowledges that Indeed can only offer the Business Perks program under the terms and conditions as presented herein. As partial consideration for Participant’s use of the Site and these services, Participant agrees not to sue Indeed as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against Indeed. Nothing in this paragraph, however, limits Participant’s rights to bring a lawsuit as an individual plaintiff, including in small claims court, subject to the jurisdiction requirements found in Section 10 above.

### **Beta Terms of Service**

#### Last Updated: April 12, 2021

These Indeed Beta Product Terms of Service (“IBP Terms”) incorporate the [Indeed Terms of Service](https://www.indeed.com/legal?hl=en&co=US) (the “Agreement”), and apply to any user who accesses or uses any Indeed Beta Product (“IBP”), or who otherwise indicates its acceptance of these IBP Terms. By agreeing to the IBP Terms, you also agree to the [Indeed Terms of Service](https://www.indeed.com/legal?hl=en&co=US). Products considered an IBP and governed by these IBP terms generally follow the naming convention: “Indeed [Product Name] Beta.”

Any capitalized terms that are used but not defined in these IBP Terms have the meaning set forth in the Agreement.

#### 1. Beta Disclaimer

THE BETA PRODUCT PROVIDED BY THESE TERMS IS STILL IN TESTING PHASE AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, IS BELIEVED TO CONTAIN DEFECTS, AND A PRIMARY PURPOSE OF THIS BETA TEST IS TO OBTAIN FEEDBACK ON THE PRODUCT PERFORMANCE. YOU ARE ADVISED TO SAFEGUARD IMPORTANT DATA, TO USE CAUTION AND NOT RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE BETA PRODUCT AND/OR ACCOMPANYING MATERIALS. YOU USE ANY IBP AT YOUR OWN RISK.

#### 2. The Program

Use of any IBP is subject to all applicable Indeed terms and policies, including without limitation the [Indeed Privacy Policy](http://indeed.com/legal#privacy) and those instructions provided on the Site. Indeed policies may be modified at any time. With regards to any content posted on the Site through any IBP, you agree that you are solely responsible for all: (a) content and target URLs (“Creative”), whether generated by or for you; and (b) websites proximately reachable from Creative URLs and your services and products (collectively “Your Services”). You shall protect your passwords and take full responsibility for your own, and third party, use of your accounts. As part of using any IBP, Indeed may provide you with the opportunity to submit comments, suggestions or other feedback regarding your use of the IBP. You agree that in the absence of a separate written agreement to the contrary, Indeed will be free to use any feedback you provide for any purpose and without compensation.

#### 3. Confidentiality

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#### 7. Payment

If applicable, you shall be charged in accordance with the pricing listed in a separate agreement or insertion order with Indeed, or as displayed on the Site corresponding with any IBP made available to you. In all instances, charges are based solely on Indeed’s measurements and Indeed’s determination of charges shall be binding.

#### 8. Indemnification

You shall indemnify, defend and hold harmless Indeed, its agents, affiliates, licensors and Partners from any third party claim or liability (including without limitation reasonable legal fees) arising out of our IBP use, Creative, site or Your Services, or your breach of these IBP Terms.

### **Indeed Affiliate Acceptable Use Policy**

#### Last Updated: April 30, 2021

#### 1. General

This Indeed Affiliate Acceptable Use Policy (‘AAUP’) is applicable to affiliates (‘Affiliates’) of Indeed, Inc. (‘Indeed’) who publish on their websites, or provide links from their websites to web pages that contain, any of the following elements provided by Indeed (collectively, ‘Program Elements’): job search results, JobrollTM, Job Search Box, pay-per-click advertisements, links, insertion code, and any Indeed logos or other elements supplied by Indeed for use on Affiliates’ websites or websites co-branded by Indeed and Affiliate. Affiliates include the party publishing the results and/or any agency or network acting on its (or their) behalf, which shall also be bound by the terms of this AAUP. As a publisher, you are responsible for compliance with all local or applicable laws, including any marketing or advertising laws. Indeed only compensates publishers for clicks that occur on your page, and not clicks obtained by any other means, including but not limited to text messages.

#### 2. Restricted Websites

Program Elements may not be published on, or linked by Affiliate from, any website that: (a) is under construction, incomplete or non-functioning; (b) contains material that infringes or misappropriates the rights, including copyright, of others; (c) contains pornographic, obscene, defamatory, violent, or hate-oriented material; (d) promotes spam; or (e) is in violation of any applicable law, or promotes any illegal goods, services or activities; or (f) engages in any other activities, whether lawful or unlawful, that Indeed determines are harmful to Indeed’s reputation, goodwill, other affiliates, customers or operations.

#### 3. Location and Delivery of Program Elements

Affiliate shall not serve: (i) more than one Program Element on any single Web page without prior authorization in writing from Indeed; (ii) any Program Element on a Web page that does not contain substantial content other than the Jobroll itself; or (iii) any Program Element on a page published specifically for the purpose of showing ads, irrespective of the page content. Affiliate shall not serve Program Elements on, or link to web pages that contain Program Elements from, any: (a) downloadable software application without the written consent of Indeed; (b) software that can trigger pop-ups, redirect users to unwanted websites, modify browser settings, or otherwise interfere with site navigation; (c) Web site that is not directly controlled by Affiliate; (d) Web site that also contains other advertisements or services from any search engine for jobs or job board that directly competes with Indeed (excluding advertisements or services generated directly by Affiliate); or (e) newsgroups, message boards, emails, link farms, counters, chatrooms, guestbooks, domain parking websites, pop-ups or pop-unders. Any use of Indeed’s XML Application Programming Interface (‘API’) by Affiliate shall be solely in accordance with the guidelines stipulated by Indeed for use of the API which may include informational requirements, or restrictions on sizes of requests, frequency, and query complexity.

#### 4. Prohibited Activities

Affiliate shall not:(a) modify the Program Elements without written consent from Indeed; (b) place notices in proximity to any Program Element to encourage or require users to click on or use the services (Affiliates may, however, state: ‘click here to visit our sponsor’ or ‘to visit our advertiser, click here’); (c) label Program Elements with text other than ‘powered by Indeed’ or ‘ads by Indeed’ or include any text in proximity to the Program Elements that could be confused with, or be associated with Program Elements; (d) use deceptive or unnatural means to draw attention to or incite clicks or use of Program Elements; (e) require users to click on a Program Element prior to entering an Affiliate website or any area therein or provide incentives of any nature to encourage or require users to click on or otherwise use Program Elements; (f) engage in any method to artificially and/or fraudulently inflate the volume of impressions or clicks associated with Program Elements or other sponsored advertising, including but not limited to: repeated manual clicks; the use of robots or other automated query tools and/or computer-generated search requests; automatic redirecting of users; using pop-up windows or any other technique of generating automatic or fraudulent (as determined by Indeed, acting reasonably, based on industry practices) click-throughs and/or impressions; (g) use frames, or otherwise alter the user experience, when a user clicks through to another website from the Indeed job search results; (h) redistribute the job search results or any part thereof to any third party, (i) other than the provision of the job search results on Affiliate’s website to the end users of that website that generated it; store any job search content; (j) send any text messages on Indeed’s behalf, or (k) market or advertise Indeed’s jobs in violation of any local or applicable laws, including but not limited to email, spam or text messaging laws.

#### 5. Passwords, API Keys and Other Security Devices

If Indeed provides an Affiliate with a password, API key or other security device to obtain access to Program Elements or any non-public area of Indeed’s web site or system, that Affiliate shall maintain the confidentiality of that password, API key or other security device, not share it or access to any such non-public areas with any third party, or use it for any unauthorized purpose.

#### 6. Job Search Content

Indeed reserves the right in its sole discretion to determine whether to exclude certain job content from the search results provided to Affiliates, including, without limitation, if the job publisher specifically requests exclusion.

#### 7. Delivery of Program Elements

Affiliate agrees to comply with the specifications provided by Indeed from time to time to enable proper delivery, display, tracking and reporting of Program Elements.

#### 8. Cooperation with Indeed and Authorities

Indeed will cooperate with law enforcement and other authorities in investigating claims of illegal activity or suspected illegal activity, including, but not limited to, fraudulently inflate the volume of impressions or clicks. Affiliate shall cooperate with Indeed in any corrective action that Indeed deems necessary to correct and prevent impermissible use of the Program Elements, including without limitation, providing Indeed with all information necessary to investigate the suspected violation.

#### 9. Modifications to this Policy

Indeed reserves the right to modify this AAUP at any time, as it deems appropriate in its sole discretion, effective 30 days after notification of Affiliate that the AAUP has been modified.

## Terms FAQ

For more information on Indeed’s Terms, please see our Indeed [Terms FAQ](https://www.indeed.com/legal/termsfaq?hl=en&co=US).