

# Terms of Service

Below you will find Indeed's terms and conditions and information about our cookie and privacy policies. We know we are giving a great deal of information. Indeed does this for a reason: we want you to have as much knowledge about what we do for you at Indeed as is possible. We do not want you to wonder about any of our processes or procedures or guess as to what your interaction with Indeed means. We want you to understand it, which is why we must explain it in detail. We urge you to read these terms or any section of interest to you. You are agreeing to proceed under them.

## Indeed General Terms of Service

Last Updated: January 12, 2024

### Introduction to Indeed's Terms of Service

Each time you access or use Indeed's online and/or mobile services and websites, including any Indeed mobile application and browser extension or plugin, regardless of where it is downloaded from (collectively, the "Indeed Apps"), and any software, service, feature, product, program and element (including e-mail messages, notifications, and other messages) provided by or on behalf of Indeed on or in connection with such services or websites (collectively, the "Site"), including 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:

#### For Job Seekers:

- If you are located within the United States, the Site is provided by Indeed Inc., Indeed Tower 200 West 6th Street, Floor 36, Austin, TX 78701, USA.
- If you are located in Japan, the Site is provided by Indeed Japan K.K.
- If you are located outside of the United States or Japan, the Site is provided by Indeed Ireland Operations Limited.

#### For Employers :

- If you are located in Brazil, Employer services are provided by Indeed Brasil Pesquisa de Empregos Ltda., Vila Olímpia Corporate Towers, Rua Fidêncio Ramos, 302, Torre B, 12º andar, São Paulo, SP, 04551-010, Brasil.
- If you are located in the United States, Employer services are provided by Indeed, Inc., Indeed Tower 200 West 6th Street, Floor 36, Austin, TX 78701, USA.
- If you are located in India, Employer services are provided by Indeed India Operations (Pte.) Ltd., 10th Floor, Skyview 10, Survey No. 83/1, Raidurg (Panmaktha) Village, Rangareddi, Hyderabad – 500081, Telangana, India ("Indeed India"), and/or
- If you are located in the Asia-Pacific Region\*, Employer services are provided by Indeed Singapore Operations (Pte.) Ltd., 10 Collyer Quay #24-01, Ocean Financial Centre, Singapore 049315.
- If you are located in Japan, Employer services are provided by Indeed Japan K.K., 6<sup>th</sup> Floor, Sumitomo Fudosan Azabu-juban Bldg. 1-4-1, Mita, Minato-ku, Tokyo 108-0073, Japan.
- If you are primarily supported by Indeed's UK office, Employer services Indeed UK Operations Ltd., Ground Floor, 20 Farringdon Road, London EC1M 3HE, United Kingdom.
- If you are primarily supported by Indeed's France office, Employer services are provided by Indeed France SAS, 29 Rue de Berri, Washington Plaza – 4th floor, 75008 Paris, France.
- If you are located in Canada, Employer services are provided by Indeed Canada Corp., 1741 Lower Water Street, Suite 600, Halifax, NS B3J 0J2, Canada.
- If you are primarily supported by Indeed's Italy office, Employer services are provided by Indeed Italy S.r.l., Piazza Filippo Meda 3, Milano, CAP 20121, Italy.
- If you are primarily supported by Indeed's Germany office, Employer services are provided by Indeed Deutschland GmbH, Theo-Champion-Straße 2, 40549 Düsseldorf, Germany.

- In all other respects, Employer services are provided by Indeed Ireland Operations Limited, Block B, Capital Dock, 80 Sir John Rogerson's Quay, Dublin 2, D02 HE36, Ireland, in all other respects ("Indeed Ireland").

#### **For Publishers:**

- Indeed Inc., Indeed Tower 200 West 6th Street, Floor 36, Austin, TX 78701, USA ("Indeed, Inc.")

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"). 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.

Except as otherwise provided below, Indeed does not act as an employment agency, or any other type of agent, by providing the Site or its tools. Indeed provides the Site solely as an independent contractor and does not have authority to act or make employment decisions on behalf of Employers or Job Seekers. Nothing in this Agreement or on the Site should be construed as creating an agency relationship between us and Employers.

In the United States and United Kingdom, our affiliate Indeed Flex, Inc. may provide services as a staffing agency to its clients. Further, Indeed Hire, Inc. and Indeed Ireland Operations Limited may provide services as an employment agency to its clients pursuant to a written agreement with clients separate from this Agreement (together "Indeed Hire"). These services are separate from the Site and may involve such affiliates using the Site on their clients' behalf. In Japan, Indeed Japan K.K. may offer services as an employment placement business provider (as defined under applicable law) in accordance with this Agreement and the rules set forth in [its website](#) (any such services are marked as offered by "Indeed Agent").

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 you can email accessibility@indeed.com. 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.

Indeed may reject, remove, or limit visibility to any User Content (as defined below), and Indeed may disable any account or restrict your ability to use all or parts of the Site, for any or no reason without notice. Although Indeed may indicate why User Content or an account has been removed or disabled, we cannot give every reason why User Content or an account may be removed. We always retain the right to remove any User Content or account if we feel it is in our interest or our Users' interest.

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.](#)**

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](#) for more details.

You can view the [Indeed India Operations Private Limited Corporate Responsibility Policy](#).

This Agreement applies to the following Indeed websites, which are part of the

Site: [gigajob.com](https://gigajob.com), [workopolis.com](https://workopolis.com), [careesma.in](https://careesma.in), [engineerjobs.com](https://engineerjobs.com), [wowjobs.ca](https://wowjobs.ca), [wowjobs.us](https://wowjobs.us), [simplyhired.com](https://simplyhired.com), [resume.com](https://resume.com)

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 (free and sponsored job postings, targeted ads, or organizing virtual hiring events) you are agreeing to be bound by the [Indeed Ads Program Terms](#)
- If you access or use the Indeed Resume Search Program (seeking candidates for jobs within Indeed Resume/ CV database), you are agreeing to be bound by the [Indeed Resume Search Program Terms](#)
- If you access or use the Indeed Assessments (adding assessments into your hiring process), you are agreeing to be bound by the [Indeed Assessment Terms](#)
- If you access or use the Indeed API(s), you are agreeing to be bound by the [Indeed API Terms](#)
- If you access or use the Indeed Hiring Platform (online interviews and other hiring tools), you are agreeing to be bound by the [Indeed Hiring Platform Terms](#)
- If you access or use the Indeed Recruiter Extension service, you are agreeing to be bound by the [IRX Terms](#)
- If you access or use the Indeed Publisher Program, you are agreeing to be bound by the [Indeed Publisher Program](#); and
- For all other uses of the Site, you are agreeing to be bound by the [Indeed General Terms of Service](#).
- For more information on Indeed's Terms, please see our [Indeed Terms FAQ](#).

## A. Terms of Service for Job Seekers

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. As a Job Seeker, you are permitted to use Indeed's Site and its content solely for non-commercial purposes.

### 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. Indeed displays Job Ads based on a combination of compensation paid by employers to Indeed and relevance, such as search terms, and other information provided and activities conducted on Indeed. 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.

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. 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 without any obligation to provide reasoning for removal or exclusion. 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, or other information submitted by any Employer or other user.

When you initiate a job application on a website operated by an Employer or its applicant tracking system, Indeed may collect certain information about you and any actions taken by you during your visit using automated means, such as via Application Programming Interfaces (API), cookies and web beacons. The information collected includes, for example, information about job listings you viewed and job applications you started and completed. An Employer who uses tracker 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 tracker functionality.

Indeed may provide independent functionality to assist you. For example, Indeed may provide search options to help you 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. Indeed may also promote Job Ads by select Employers on certain pages or websites dedicated to a



specific topic, such as inclusive hiring, or military-friendly job posts. The placement of a Job Ad on a dedicated page or website is not a representation regarding the nature of the role for legal purposes (for example gig economy postings are not necessarily limited to contractor status jobs and may also include engagements for employment relationships) or a representation regarding the attributes of an Employer. Indeed does not guarantee that applying to jobs through a dedicated page or website will lead to a better job application experience, a job interview, or a job offer. The dedicated pages or website do not contain an exhaustive list of Job Ads, and no inferences can be drawn with respect to Job Ads or Employers that are not displayed on dedicated pages. Indeed may also 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. Resume and Profile

By creating a searchable 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 anyone accessing our Site, such as Employers that Indeed believes may have an interest in Your Resume, users of Indeed’s Resume Search Program, or anyone with access to the URL associated with your searchable resume. We offer you the option to make Your Resume searchable on Indeed to help you find a job. You are responsible for keeping Your Resume accurate and up-to-date.

When you provide Your Resume on Indeed, Your Resume is set to searchable on Indeed (“Searchable”) by default. 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 not searchable on Indeed (“Not Searchable”). Resumes that are not searchable on Indeed are only made available to those to whom the Job Seeker has submitted an application or provided their resume. Applying to jobs or otherwise sharing Your Resume with Employers may result in Your Resume being copied and published even if it is set to Not Searchable. While you may change Your Resume privacy settings at any time, setting Your Resume to Not Searchable will not affect your previous applications or prevent employers you responded to from contacting you. Resumes set to Searchable, including yours, can be copied by search engines and other third parties accessing the Site, who can then make those Resumes publicly available elsewhere. Indeed does not control such third parties. If Your Resume is copied in this manner, then setting it to Not Searchable on Indeed will not affect those third parties or the copies they have made of Your Resume. Changes to Your Resume on the Site may or may not be reflected on copies made by third parties. If you do not want Your Resume to ever be publicly visible or copyable, you must keep it set to Not Searchable. Indeed assumes no responsibility and disclaims all liability for Your Resume or application information that you share with Employers or otherwise make public. You can read more about resume privacy [here](#).

As we continue to improve the Site, you may see phrases like ‘Employers can find you’ and ‘Employers can’t find you’. For the purposes of the Terms, these phrases are synonymous with the previously employed terms ‘Searchable’ and ‘Not Searchable,’ respectively. These phrases are only a rephrasing for the purpose of enhancing user understanding, and it in no way alters the substantive rights, obligations, or protections provided under our Terms.

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, other jobs you may consider applying to because your qualifications may match their requirements, and suggestions for additional information you may want to include with your application to a particular job. We may also provide you with feedback through additional resume review services, such as helping you understand how your resume may be parsed by applicant tracking system software, feedback on ways to build a more effective resume, or a personalized resume review video. We provide this feedback directly to you, and may give you the ability to access it within your account. It is not made available to Employers. You agree that your use of any feedback or other information provided through resume review services is at your sole discretion. You are the only one responsible for deciding which jobs to apply to and what to include in your applications. Indeed assumes no responsibility and disclaims all liability for any actions you take based on any provided feedback. Indeed does not guarantee that any recommended jobs are suited for you.

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 uploading a file resume on the Site, you agree that Indeed may convert your file resume to a different file type. It is your responsibility to review Your Resume to ensure that the content appears as you intend, and that 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 Your Resume to be reflected. Indeed assumes no responsibility and disclaims all liability for Your Resume or other application information you post, send or receive through the Site.

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 that you choose to include, such as your desired job title, job types, work schedule, whether you are ready to work, or pay. Information in your Indeed Profile, except 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 Not Searchable 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. Indeed may disable that feature from your profile after a certain time, but you can manually enable it again.

To mitigate fraud, Indeed may mask or hide your contact information, for example, we may mask or hide your email address and/or phone number, from Your Indeed Profile, Your Resume, or application, 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 or hidden, and the decision to mask or hide such info is in Indeed’s sole discretion. Indeed may also mask some or all of the Employer’s contact information, or an Employer may choose to mask their contact information when they contact you. In either case, you agree to an Employer contacting you from a masked phone number or email, and that you may not be able to return their call unless they provide their real number to you. Indeed reserves the right to limit your ability to set Your Resume to Searchable, and may toggle a public resume to Not Searchable, at any time, to prevent illegal conduct, for fraud mitigation, or for any other reason in Indeed’s discretion. Indeed makes no guarantee that Your Resume will be shown to any particular Employer or that any portion of the Indeed Resume database will be available to an Employer at any particular time.

In certain markets, Indeed works with organizations who are involved in helping Job Seekers find opportunities. Notwithstanding the possible use of the term “partner” or “partnership,” Indeed’s engagement with these organizations does not create or imply a joint venture, partnership, principal-agent relationship, or any other form of joint enterprise between the “partner” organization and Indeed. In some instances, Indeed shares limited information back to these organizations about Job Seekers if Job Seekers agree to such sharing. For example, confirmation that a Job Seeker has created an Indeed account or used one of our Sites successfully (for example, by applying to a certain number of jobs or utilizing our career guides). These organizations may advertise their career services in partnership with Indeed. Indeed is not responsible for, and disclaims all responsibility and liability for the activities of these organizations and their career services. Indeed does not guarantee the quality or effectiveness of any advice, recommendations, guidance or services 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 interactions you have with such a third party organization.

In connection with Indeed’s work with these organizations, Indeed may offer Job Seekers opportunities to present particular skills and qualifications on their Resumes in connection with training programs or courses they have taken. Job Seekers are ultimately responsible for the contents of their Resumes or Profiles, as well as their job searches and applications. Indeed assumes no responsibility and disclaims all liability for Resume or application information that Job Seekers share with Employers or otherwise make public. Indeed makes no guarantees regarding your job application experience, that your Resume will be shown to a particular Employer, that Employers will contact you, or that you will receive job interviews or job offers.

### **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 (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.”). 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. Use of any automation, scripting, or bots to automate the Indeed Apply process outside of Indeed’s official vendors and tooling is prohibited.

You acknowledge that prior to submitting an application through Indeed Apply, you are responsible for reviewing and confirming that you are applying to your desired Employer. Once you provide information to an Employer (whether in the form of a job application, resume, email, interview material 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. Unsubscribing from calls from Employers through Indeed does not apply to interviews you have already scheduled. If you require alternative methods for applying, you must approach the Employer directly to request such alternative method, as Indeed is not responsible for the Employer application process.

When you ask Indeed to submit your application or other information through Indeed Apply, 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 the indicated Job Listing(s). You further agree to Indeed’s performance of automated processing in relation to your application, as such processing is an essential part of this Agreement. 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. 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.

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 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, which may include sending your application to an Applicant Tracking System (ATS) or other service provider selected by the Employer. You agree that Employers can enable such service providers to access and manage their Indeed accounts, including by connecting to and integrating with APIs provided or used by Indeed. By applying for a job through Indeed, you agree to Employer's use of such service providers, and acknowledge that such use may involve an intermediary's access to job applications sent to its Employer client. 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. Indeed depends on the Employer or the Employer's agent to provide Indeed with the correct destination for all applications, and we cannot vouch for the validity of the contact information provided to us by Employers. If the electronic destination provided to Indeed is incorrect, your application materials will not be sent to the intended recipient of the application. Further, Indeed does not guarantee that its integrations or the interface will be error-free. However, Indeed may alert you when any of the above events occur.

Job Ads may expire or otherwise be removed between the time you submit your application and the time it is received, in which cases your application will be void. Indeed has no responsibility for expired or removed Job Ads or for delivering applications prior to a Job Ad's expiration or removal. Indeed and its third party providers may store your application and related information regardless of whether a Job Listing has been closed or is no longer available on the Site. We also cannot vouch for the technical capabilities of any third party sites, including but not limited to ATSs. Third party sites, including ATSs used by Employers, may disclaim liability for technical malfunctions, including the failure in the delivery of applications. We are not responsible if an ATS rejects or fails to deliver an application to an Employer for any reason. If you do not feel comfortable sending an application or messages in this manner, or having your application or messages stored by Indeed on Indeed's or third party providers' servers, 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.

By using Indeed, you agree that Indeed is not responsible for the content of the Employer's job application, requirements, 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. Employers are solely responsible for compliance with all applicable laws, including the Fair Credit Reporting Act and similar laws, anti-discrimination laws such as Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and any applicable data protection or privacy laws. **Employers are responsible for offering alternative methods of screening, if so required by the Americans with Disabilities Act or any similar law.** You must contact the Employer if you require alternative methods of screening. 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. Employers may ask applicants to voluntarily self-identify certain demographic information such as race, ethnicity, sex, disability and/or veteran status along with their job applications. Some Employers are required by law to ask these questions and you may see these questions when applying to jobs on Indeed. That is a separate process from Indeed's collection of demographic data (see section 11, "Your Job Seeker Data," below). Indeed is not responsible for these questions. If you have questions or concerns about an Employer's application materials, please contact the Employer directly or refer to their privacy policy. 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.**

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. Indeed assumes no responsibility, and disclaims all liability, for the content, accuracy, validity, completeness, legality, reliability, or availability of any Employer Assist notices.

By using Indeed Apply and answering screener questions, you acknowledge that Employers may have instructed Indeed to schedule interviews with Job Seekers who meet criteria (based on information the Job Seeker has provided to Indeed, such as answers to screener questions, resume, and Indeed Assessment Responses) that the Employers have selected, and based on the Employers’ availability. You agree that Indeed has no discretion in the transmission or storage of these interview invitations (which are purely mechanical), that transmission or storage is not guaranteed, and that the availability or criteria the Employer provided to Indeed may not be accurate. Indeed may request that Job Seekers confirm their interest in the position before scheduling an interview. It is ultimately your and the Employer’s responsibility to confirm whether any interviews were scheduled, or to reschedule or cancel interviews if necessary. The decision of who to interview is decided solely by the Employer, who can choose to interview any Job Seeker at any time.

Indeed may offer Employers functionality that groups applicants based on whether they meet or may meet Employers’ criteria, based on text in their resumes or answers to screener questions. In all cases, Employers can view any applicant at any time, and Indeed makes no decisions about any applicant. You agree that such functionality does not constitute or contribute to a decision, and is not a substitute for human discretion and review. The Employer is solely responsible for its screening and hiring decisions.

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

You acknowledge that as part of its efforts to combat fraud and spam, Indeed may require that users verify their email address. When you apply to a job through Indeed, you agree that you may be required to verify your email address, and that failure to verify may lead to your application being rejected.

**4. Job Matching and Recommended Jobs**

Job matches are recommendations which may be presented to both you as a Job Seeker and to Employers in various formats on the Site. For example, Indeed may recommend Job Ads which are similar to jobs to which you recently applied, or recommend Resumes to Employers which match Job Ads they post. Job matching is provided to you on a beta basis and is subject to our Beta Program (see section 9 of the Terms of Service for All Users).

To generate matches, Indeed uses data collected through our Site from both Employers and Job Seekers. This includes Job Ads, Your Resume, your application materials (including responses to screener questions), Indeed Assessments, and your activity on Indeed (such as searches you run and Job Ads you click on and apply to). You agree and consent that Indeed may use this information to present potential matches to you and to potential Employers.

Indeed may automatically send you recommended jobs via the email address you use to apply to a job or the email that is associated with your Indeed account.

**5. Communications and Other Actions on the Site**

When you view, send, store or receive communications or materials (including Job Listings, resumes, messages, text messages, applications, questions and responses in applications, and any other information) on or through the Site, you agree to your communication and materials being processed, analyzed, reviewed, and stored, including via automated means, for data analysis, quality control, enforcement of the Sites’ rules and other Indeed policies, content moderation, and to improve the Site or any other Indeed product or service whether via automated means or otherwise. If you disagree with any part of these terms, do not use the Site.

When an Employer views, sends, stores or receives communications or 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, recently active, or active on



Indeed, and you hereby consent to Indeed taking such actions. As part of this functionality, 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 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 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 text message reminders for your interviews, and you agree to accept such text message reminders on your cell phone, including messages sent by automated telephone dialing system. You acknowledge that if the words "automated," "automatic," or similar words are used on the Site in connection with calls or text messages, these words do not refer to the generation or storage of a phone number. Indeed only calls the number that you generated and stored when you provided your number to Indeed. In the event you change your phone number, you agree to promptly update your Indeed account with the new number. You agree that by providing your phone number or using the Site, you are establishing a business relationship with Indeed and that Indeed may send you text messages in connection with that relationship.

Indeed may enable text messaging relay and/or call relay services through our Site to help facilitate contact between Employers and Job Seekers about a Job Listing. You understand that communicating through such relay services on or through the Site shall be limited to the purpose of applying for a Job Listing. Indeed may, in its sole discretion, turn off or disable text messaging relay and/or call relay services for any Employer or Job Seeker at any time without prior notice and for any or no reason. Please note that since these text messaging relay and call relay 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 send or receive such text messages or calls. You agree that Indeed is not responsible or liable for the content of any text message and/or call from you or Employers. You further agree that Indeed is not responsible or liable for the manner in which you or Employers use text messaging relay and/or call relay services.

Indeed may offer you the ability to utilize a text messaging relay service to facilitate contact for the purpose of submitting applications and for other communications related to Job Listings ("Text to Apply"). Indeed may also offer you the ability to utilize a QR scanning service to facilitate contact for the purpose of submitting applications and for other communications related to Job Listings ("Scan to Apply"). To use Text to Apply, a Job Seeker must text an Employer's preset keyword ("Keyword") to a telephone number which may be included in the Employer's advertising materials, such as a sign, flyer or other materials or items that Employers display which contain a Keyword and phone number or QR code ("Sign"). To use Scan to Apply, a Job Seeker must scan the QR code displayed on a Sign. You agree that Indeed is not responsible for the content or placement of any Sign. By texting Keyword to the telephone number, you are consenting to receive text messages about the Employer's Job Listings. You understand that a Keyword or QR code may be inactive or unavailable when you text the phone number or scan the QR code. You also understand and agree that messages and data rates may apply as a part of your use of Text to Apply. 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 send or receive such text messages. You represent and warrant that you are the subscriber and primary user of the telephone number from which you use Text to Apply. You acknowledge and agree that when you text the assigned Keyword to the phone number provided, Indeed shall respond with a text message containing a link showing the sponsored Job Ads that the Employer has associated with Text to Apply, as applicable.

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. Your standard calling rates with your phone provider will apply.

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. Indeed may group messages together as part of a conversation on Indeed Messages. This is done as a courtesy, and some messages related to the same conversation may not be grouped together. When communicating with an Employer through Indeed, the Employer sender's information may be displayed in different ways, for example, you may see the Employer's company name or the name of the specific person sending the message, but you may not see all that info in all circumstances. Indeed's messaging system is not intended for sending one message to multiple people. You agree to not use Indeed's messaging services to send bulk messages, unless specifically authorized in the Indeed interface. You agree to not circumvent this limitation through using your email client for this purpose, for example by sending email messages through your email client (e.g. your Gmail or third party email provider) to multiple Indeed aliased e-mail addresses. If a user, such as an Employer, sends an email to multiple recipients (e.g. by adding additional aliased email addresses to the cc field in a third party email client), this may affect the way messages on Indeed are displayed. In this case, it is best to view the email conversation in the third party email client. Should you choose to send an email from a third party email client, the person with whom you are communicating may be able to see your email address, rather than the alias.



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. You acknowledge and agree that any decisions or actions taken by the Chatbot are not legally binding, and Indeed shall not be held liable for any legal consequences resulting from such decisions or actions.

Indeed reserves the right to turn on or enable chat or other communication options for select Employers or Job Listings, in its sole discretion, and to notify you that chat or other communication options are available for a particular job or Employer. For example, you may see an option to chat with an Employer before applying to certain jobs. Whether or not you see that option depends on many factors, including whether the Employer turned on that functionality and the Employer and/ or Job Listing meet certain requirements. Indeed may, in its sole discretion, turn off or disable chat for any Employer or Job Seeker at any time without prior notice.

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

It is possible to create an Indeed account with a phone number only and no email address (“PNO Accounts”) in certain countries. If you create a PNO Account, you understand and agree that there are limitations to using such an account. Such limitations include the following: (i) if you forget your password, you may not be able to recover it or regain access to your PNO Account and the data contained in your PNO Account, (ii) if you change your phone number, you will lose access to your PNO Account if you do not change the phone number on your PNO Account before you lose access to your old number and (iii) you can only create a PNO Account if you have a WhatsApp account. If you forget your password, you may be given the option to regain access to your PNO Account in some limited circumstances (“Forgot Password Option”). If you want to proceed with the Forgot Password Option, you must ensure that you have access to the phone number associated with your PNO Account. If the phone number associated with your PNO Account has been recycled or a third party has access to it, there is a risk that a third party could access your PNO Account.

To unsubscribe at any time from non-transactional WhatsApp messages connected to your PNO Account, reply STOP by WhatsApp to the relevant message. DUE TO THE UNSTRUCTURED CONVERSATIONAL FORMAT OF THIS SERVICE, WE MAY NOT RECOGNIZE OTHER UNSUBSCRIBE ATTEMPTS. Please note that since PNO Accounts depend on the functionality of third-party providers, there may be technical issues on the part of those providers. We cannot vouch for the technical capabilities of any third parties to send or receive WhatsApp messages. You represent and warrant that you are the subscriber and primary user of the telephone number registered on your PNO Account. Indeed accepts no liability regarding phone numbers in PNO accounts being recycled or Job Seekers losing access to such phone numbers.

#### *Indeed Interview Updates and Recruiter Invitations*

If you have consented to receiving text messages with updates (i) about upcoming interviews scheduled on Indeed (“Indeed Interview Updates”) or (ii) from Employers interested in Your Resume (“Recruiter Invitations Messages”), the terms in this paragraph apply to you. Indeed Interview Updates may include confirmation messages, messages reminding you about Indeed Interviews and messages regarding cancellations. You can cancel the Indeed Interview Updates and Recruiter Invitations Messages at any time by texting “STOP” to the relevant short code. If you want to unsubscribe from both categories of messages you must text “STOP” to both short codes. After you send the text message “STOP”, we will send you a text message to confirm that you have been unsubscribed. After this, you will no longer receive Indeed Interview Updates or Recruiter Invitations Messages (as applicable). If you want to join again, sign up as you did the first time and we will start sending the relevant messages. If you are experiencing issues with the messaging program you can reply with the keyword “HELP” for more assistance, or you can get help [here](#). Carriers are not liable for delayed or undelivered messages. Message and data rates may apply for any messages sent by you to Indeed, and by Indeed to you. Message frequency varies. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

## **6. Virtual Communications**

Employers may offer you the opportunity to participate in virtual, pre-recorded, and remote communications using Indeed products, including but not limited to, Indeed Interview, Indeed Hiring Platform, Virtual Evaluations, 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.

NOTICE – Virtual Interviews May be Recorded: You understand that an Employer may enable the recording of a Virtual Interview or you may be given the option to pre-record an interview to provide to the Employer. You agree to respect any notification (visual, audio, or otherwise) which may indicate that recording is enabled by or on behalf of an Employer on Virtual Interview. If you do not agree to be recorded, you must refrain from pre-recording an interview or you must immediately leave the Virtual Interview. By using Virtual Interviews, you agree that the Virtual Interview may be recorded and that Indeed and third party providers can store, access and analyze the recording. Also, you agree that an Employer that receives pre-recorded interviews or activates the recording function, can access, store, use, analyze, and share the recording, and that this activity is outside of Indeed’s control. YOU FURTHER AGREE THAT INDEED IS NOT LIABLE FOR ANY CLAIMS ARISING OUT OF THE RECORDING OF VIRTUAL INTERVIEWS, AND YOU RELEASE INDEED FROM ANY SUCH CLAIMS.

YOU UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, 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, TO THE MAXIMUM EXTENT PERMITTED BY LAW, 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 FURTHER ACKNOWLEDGE AND AGREE THAT INDEED DOES NOT ASSUME ANY RESPONSIBILITY FOR AVAILABILITY OR RETENTION OF ANY RECORDINGS 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.

**7. 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”.

Indeed does not act as an employment agency by offering screening tools. By using screening tools, 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 information as they determine. The sole responsibility for the content of any screening tools, 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 screening tools, is solely with Employers or Job Seekers as applicable.

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, each disability is unique and 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.

**8. 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.

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 to

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

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. Indeed may provide a means by which you may request and receive additional time on Assessments. 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, each disability is unique and 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 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.**

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 on 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.

You may be invited to choose to automatically share your Responses to specific Assessments with other employers who request the same skills test from you in the future as part of the job application process. Note that this is a completely separate preference from sharing settings on your Indeed Profile, which only controls whether your results are available on your Indeed Resume. If you choose to automatically share your Responses to specific Assessments with other employers who request the same skills test from you as part of the job application process, you acknowledge that Indeed has no discretion in the transmission or storage of the Assessments Responses you choose to share automatically, and that transmission or storage is not guaranteed.

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](#). 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. 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. 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.

If you are Job Seeker resident in Germany, the limitation of liability as set out above shall be replaced in its entirety by the following:

Indeed's obligation to pay damages shall be limited as follows:

- (a) For damages caused by a breach of a material contractual obligation, Indeed shall only be liable up to the amount of the typically foreseeable damage at the time of entering into the contract; Indeed shall not be liable for damages caused by a breach of a non-material contractual obligation.
- (b) The limitation of liability as set out above under (a) shall not apply to damages caused intentionally or by gross negligence, culpably caused personal injuries nor to any liability under the German Product Liability Act and in case of any further mandatory liability. Furthermore, it shall not apply if and to the extent Indeed has assumed a guarantee

## 9. Career Services

Indeed may offer you resume review, resume scan, offer coaching, live video consulting sessions, writing services, general career guidance, or other consultation services (collectively, "Career Services"). By using Career Services, you request and consent that Indeed, or an Indeed vendor, provide you with the service you select. You may only use Career Services for advice concerning your own resume, offer, or employment situation and not another person's. As a user of the Site, Indeed may also, from time to time, provide you career or hiring guides via blog posts, email, or other channels as part of its services to you. For example, Indeed may provide 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 offers these Career Services as optional guidelines for its users and all liability with respect to actions taken or not taken based on the contents of such Career Services are hereby expressly disclaimed.

When filling out forms associated with Career Services, you agree to provide complete and accurate information. Any information you upload through the forms, including a resume, constitutes User Content and shall be treated in accordance with any User Content sections herein. Any career-related or hiring-related information, feedback, guides or other content provided by Indeed, or Indeed's vendor, through Career Services or otherwise, 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 Agent 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 Agent in Japan). You are responsible for reviewing any career or hiring-related information provided to you, for example, for accuracy and completeness. You are also responsible for editing the information before you use it, for example, for an employment application. Indeed is not responsible for the accuracy or completeness of any information that Indeed or its vendor provides you. You understand that by using Career Services or referring to or using any career or hiring information, you are not guaranteed job interviews, job placement, assurance of being hired, or a higher salary or increased benefit, and you take full responsibility for use of these services or information.

Indeed owns all rights in Career Services and other career and hiring-related material that Indeed provides you, such as video feedback and hiring tips. By using Career Services, Indeed grants you an express, non-exclusive, non-assignable, and non-sublicensable right and license to use materials developed by Indeed or Indeed vendors for you. This license is limited to personal and non-commercial use and any further use is prohibited.

Indeed may offer, as part of Career 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 or any actions taken or not taken based on the contents of 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. Further, the live video service functionality in Career Services utilizes a video platform created by the third party, Whereby. By using any feature of Career Services that involves live video services, you agree to Whereby's [privacy policy](#).

**Career Services Payment, Cancellation, and Termination.** To the extent that you use a paid Career Services offering, you shall be charged as indicated on the Site. Subject to the limited cancellation rights described below, refunds (if any) are at the absolute discretion of Indeed and only in the form Indeed finds appropriate in its sole discretion. You acknowledge and agree that any credit card, bank account, 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.

#### *Consumer's Right to Cancel*

The following cancellation provision is applicable only to Job Seekers who are residents of British Columbia and Newfoundland and Labrador, Canada and who have purchased a Career Services offering: You may cancel your purchase of Career Services from the day you enter into the contract until ten (10) days after you receive the services. You do not need a reason to cancel. If you do not receive the services within thirty (30) days of the date stated in the contract, you may cancel the contract within one (1) year of the contract date. Any acceptance of delivery beyond the thirty (30) day threshold forfeits such rights. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. For more information, you may contact your provincial consumer affairs office. If you cancel your purchase of Career Services, Indeed shall have fifteen (15) days to refund your money. To cancel, please contact Indeed, Inc. at [career-services@indeed.com](mailto:career-services@indeed.com).

#### *Termination*

Indeed may cancel all or part of Career Services or we may suspend your access to Career Services at our sole discretion, at any time, with or without prior notice. If you wish to terminate your use of Career Services, you may do so at any time. Indeed may also, in its sole discretion, refuse to offer Career Services to anyone, without providing a reason.

### **10. Salary and Other Information Provided by Indeed**

Indeed may provide salary and other 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. Please note that all salary figures displayed on Indeed 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, 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. Some of the data may be provided by the Employer and Indeed does not guarantee the accuracy of such data. Indeed may add labels or badges to Job Ads – such as pay types, specialties, benefits, or union associations – based on data contained within the job description for informational purposes only. Indeed does not guarantee the accuracy of any label or badge that is added to Employer names or Job Ads, including data on Job Ads.

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 including the translation of any user generated content which is translated using Google Translate API, completeness, legality, reliability, or availability of any Company Page. Please contact the Employer for the most accurate and up-to-date company information.

### **11. 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, and any other information you provide directly to Indeed including desired salary, past experience, any information in your Indeed Profile, and any of your other behavior on the Site. 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. By using Indeed, you acknowledge and agree that Indeed collects, records, processes, analyzes, and stores any and all information you provide and activities you take on the Site, and any and all interactions and communications you have with, on, or through the Site.

When you initiate a job application on a website operated by an Employer or its applicant tracking system, Indeed may collect certain information about you and any actions taken by you during your visit using automated means, such as via API, cookies and web beacons. The information collected includes, for example, information about Job Listings you viewed and job applications you started and completed. An Employer who provides tracker 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 tracker functionality.

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 Searchable 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 Searchable, 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 Not Searchable. 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.**

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, as well as whether you have an arrest or conviction record (“demographic data”). By choosing to provide your demographic data 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 data to be used in this way, do not provide it to Indeed (or, if you have already provided your demographic data to Indeed, you can request it be removed). You further acknowledge and agree that another Job Seeker’s demographic data is personal information, and to the extent permitted by law you waive any right to request or view demographic data pertaining to any other Job Seeker.

Please note that Indeed may be required to comply with legal obligations or governmental requests or to establish or exercise its legal rights or defend against legal claims. This means, for example, that Indeed may receive legal process from courts or law enforcement to reveal user data, including demographic data.

Please also note that some Employers may ask applicants to voluntarily self-identify certain demographic information such as race, ethnicity, sex, disability and/or veteran status along with their job applications. Some Employers are required by law to ask these questions and you may see these questions when applying to jobs on Indeed. That is a separate process from Indeed’s collection of demographic data, and Indeed is not responsible for these questions. If you have questions or concerns about an Employer’s application materials, please contact the Employer directly or refer to their privacy policy.

**12. Indeed Hiring Platform**

Indeed Hiring Platform is a platform designed to streamline Employer hiring and employment decision- making processes by allowing users access to various products such as Indeed Interview and 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.

**13. Indeed Hire**

Indeed Hire provides recruitment services to its clients. When you apply to a job supported by Indeed Hire, or otherwise engage with Indeed Hire as a Job Seeker, you acknowledge and agree that Indeed Hire may use the Site and its tools as an agent to Employers, such as Indeed Apply, Virtual Interviews, Assessments and other screening tools. You further agree that Indeed Hire may use information you



provide to Indeed Hire and data collected through the Site to present potential job matches to you and to potential Employers.

Employers retaining Indeed Hire are solely responsible for determining their job requirements, the specific needs of their hiring efforts, and their hiring decisions. By engaging with Indeed Hire, you understand that you are not guaranteed job interviews, job placement, suitability for a particular position, or assurance of being hired, and you take full responsibility for your own decisions and actions during the recruitment process, including the acceptance or rejection of job offers.

**14. 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. Despite the application of Irish law, if you are a consumer resident in the EU, you also enjoy the protection of the mandatory provisions of the law of the country in which you have your habitual residence. The application of mandatory provisions limiting the choice of law and in particular the application of mandatory laws of the country in which you have your habitual residence, such as consumer protection laws, shall remain unaffected.

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.

**15. Class Action Waiver**

By using the Site or any Program Elements (defined below) 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 the Publisher Program, 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, you acknowledge that your use of job search, Indeed Apply, and other free services on the Site is not purchased. Your acceptance of this Agreement, including this Class Action Waiver, is an essential part of the bargain allowing your free 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 13 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. You further agree that the [Terms of Service for All Users](#) also apply. For the avoidance of doubt where the Terms of Service for All Users overlap or conflict with the Terms of Service for Employers, you agree that the Terms of Service for Employers will govern.

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 or other user as described above.

**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 (including the [Data Processing 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.

When you create an Indeed account, Indeed may require that you verify your identity. You may be presented with different options for verification, including through a third party service called **ID.me**. When you use **ID.me**, you are interacting directly with **ID.me**, and you share your identification and identity with **ID.me** directly. You agree that **ID.me** is solely responsible for any collection, use, storage,

processing, or loss of data you provide, and any legal obligations related to such activities, including the capture or storage of any biometric identification or biometric identifiers. Indeed does not collect any biometric information or biometric identifiers, or receive any biometric information or biometric identifiers from ID.me.

When you access or use the Site in your capacity as an employee or other representative of an Employer, or if you create an Indeed account on behalf of an Employer, you represent and warrant that you have the authority to bind the Employer to this Agreement. When you create an account on behalf of an Employer, the account belongs to the Employer, and you acknowledge that any and all information that you provide Indeed through the account, such as the actions you take and when you take them, will be visible to the Employer. As part of this account you may have an individual profile (“Employer Profile”). Your Employer Profile consists of information you provide on the Site in the “Account Settings” and “Employer Settings” section of the account.

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 account 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. Employers may request that Indeed disable an account at any time by contacting the [Employer Help Center](#). Please note that Indeed may be required to preserve business records pertaining to that account to comply with its obligations under law. Alternatively, if an Employer agent wishes to access or delete their Personal Data held by Indeed, they should follow the steps listed in the “Your Personal data rights” section of this [Privacy Policy](#).

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) (“Admins”) 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, such as accessing account data, including candidate Personal Data, contained in the account of the user who initiated the invite, 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. When using a Linked Account, any users with access to certain Roles may have access to any or all account information, such as: 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. If you accept another user’s invitation to link your Employer account to their Employer account, you acknowledge that any and all information about your activity in your Employer account, such as the actions you take and when you take them, will be visible to all linked users. Linked Account users will not be able to see your activity, such as your job searches, applications or preferences or your Indeed Profile information, contained in your Job Seeker account. You may visit your account settings at any time to unlink your account. The Admin assigned to an Employer account may also unlink any user from that Employer account at any time, and may be notified if your Linked Account is used to login from too many devices.

If your Indeed employer account has a credit card or other payment method on file, such as bank account information for Automatic Clearing House (“ACH”) payment, Indeed may charge that payment method for any products or services you order and for any outstanding payments, including to correct billing errors.

You agree that Indeed may send notices to Job Seekers informing them that an Employer account has been compromised, including if such account is associated with you. Indeed cannot and does not guarantee that such notices will always be sent or received, and you therefore agree that Indeed bears no responsibility for doing so. Indeed makes no warranty regarding, and disclaims any liability for, the accuracy, completeness, timeliness, or reliability of such notices.

Indeed may offer suggestions, recommendations, or information to users that may support or improve their experience on Indeed Sites. You understand that these offerings are provided as a courtesy and without warranty, and your use of such information is at your sole discretion. As an Employer, you are responsible for your use of the Site and any tools offered therein, including your decisions regarding your job description, the requirements for your job, compliance with applicable laws, including relevant federal, state, and local laws related to job postings, and whom you interview or hire. Indeed assumes no responsibility and disclaims all liability for any actions you take based on any information provided by Indeed. Indeed may limit your ability to post a job, or the visibility of your job, if it does not appear to indicate a salary above minimum wage, wage transparency laws, or does not comply with other applicable law; however Indeed is not responsible for, and you are solely responsible for, compliance with minimum wage, local language and other legal requirements.

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.

## **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 Seeker may indicate interest in Job Listings through Indeed Apply, and that Indeed will send applications to the email address you provide. You also agree that Indeed may activate a chatbot, 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 if you use such candidate management tools, Indeed may assemble the candidate's application materials, resume, answers to screener questions, assessment responses and other information the candidate provides to Indeed into one document or webpage. 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, reporting requirements or other applicable law. By using these tools 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. Candidate Summaries may be provided by Indeed for certain Job Seekers in the Candidate Details page. These Summaries are populated with information from the Job Seeker and information provided by you in the Job Description. Candidate Summaries are not a recommendation for employment. Employers agree to review the full application and not to use such summaries as the basis for employment decisions. **In a Candidate Summary or other product or service on the Site, you may see a verification of a Job Seeker's skills, certifications, or other qualifications. Indeed does not guarantee the accuracy of such verifications or information, and you are solely responsible for verifying information on the Site.**

Whether you are using the Site directly or any ATS you are responsible for the contents of your emails, application form, screener questions or their format, criteria you set for inviting candidates to interview, Company Pages that you create, update, or manage, 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 you are solely responsible for compliance with applicable law for all content on the Site, including minimum wage requirements, wage transparency laws, or any other law. If you include voluntary self-identification questions for Job Seekers along with your application materials, you are solely responsible for compliance with applicable laws related to such questions, including the content and format of the questions and your use of the Job Seekers' responses. You are solely responsible for compliance with all applicable regulatory requirements related to collecting and reporting demographic information about applicants.

If you close or change any Job Listings that you post, you agree to promptly update such Job Listings on Indeed or otherwise notify Indeed. Indeed may provide you with a mechanism for responding to requests for accommodations from Job Seekers. **You are responsible for ensuring that your selection criteria are job-related, that you do not pose "disability-related inquiries" or medical inquiries in violation of the law, and that you do not screen out people with disabilities or members of any protected category under the law. You further acknowledge that you are responsible for offering alternative methods of screening, if so required by the Americans with Disabilities Act or any similar law. You are responsible for clearly indicating that reasonable accommodations are available, engaging with and responding to any requests for accommodation, and providing information about how to request an accommodation to Job Seekers.**

You agree that Indeed may reject or remove any Job Listing or any questions for Job Seekers for any or no reason. For example, Indeed may remove any Job Listing or question that directly or indirectly discriminates against Job Seekers. Direct discrimination means, for example, that a Job Listing, requirement, or question 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, requirement, or question 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, requirement, or question that directly or indirectly discriminates against Job Seekers or otherwise violates applicable law. **You understand and agree that you are responsible for ensuring that your Job Listing requirements and criteria are job-related and in compliance with applicable law.** Indeed 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. You are solely responsible for checking your Employer dashboard to view job applications and other information. Any notifications, such as emails, you may receive about applications or other activities, are provided solely as a courtesy to you and you should not rely on them.

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, such as 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 another method. 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.

Should you post any Job Listings for Job Seekers in any country (including but not limited to Japan) where the cross-border transfer of personal data is regulated (such as requiring user consent), you warrant and agree that you will not cause or allow a cross-border transfer of personal data from Indeed to you that violates or is contrary to the applicable data protection laws. For example, you will take

such actions to ensure that any resultant job applications and other personal data to be sent or directed to your designated contact information (including an Applicant Tracking System (ATS) or other service provider selected by you) either through Indeed Apply or other relay functions shall be accessed or received by you at your business location in such country.

When Job Seekers apply or RSVP to your Job Listing, Indeed may give them the opportunity to provide certain demographic information to Indeed, such as race and ethnicity, gender, age, LGBTQ+ community membership, and disability status, as well as whether they have an arrest or conviction record (“demographic data”). This Indeed demographic data survey is separate from any voluntary self-identification questions provided by Employers. By using the Program, you agree that Indeed may collect demographic data from Job Seekers applying to your Job Listing using Indeed’s demographic survey, and that Indeed may use information from that survey to evaluate and improve our products. You further agree that you as an Employer have no ability, right, or entitlement to view or access demographic data collected via the Indeed demographic data survey pertaining to any Job Seeker or related to any employer by any means including civil discovery, subpoena, or any other legal process without their permission. You agree you are solely responsible for complying with all applicable nondiscrimination laws. Indeed disclaims any warranty regarding the demographic composition of Job Seekers applying to any particular job.

When you use Indeed Apply for your Job Listings, you acknowledge and agree that Indeed may add functions into the corresponding Indeed Apply emails. 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, such candidates will receive rejection notices and will be set 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.

Similarly, you may be given the option to use candidate management tools that schedule interviews on your behalf with Job Seekers who meet criteria you have selected. If you choose such option, Job Seekers will be scheduled for interviews and invited to interviews on your behalf via email based on whether information the Job Seeker has provided to Indeed (e.g., answers to screener questions, resume, Indeed Assessment Responses) matches criteria you have set. **You are responsible for ensuring that your selection criteria are job-related, that you do not pose “disability-related inquiries” or medical inquiries in violation of the law, and that you do not screen out people with disabilities or members of any protected category under the law. You are responsible for offering alternative methods of screening, if so required by the Americans with Disabilities Act or any similar law.** You further agree that Indeed has no discretion in the transmission or storage of these interview invitations (which are purely mechanical), that transmission or storage is not guaranteed, and that the information the Job Seeker provided to Indeed may not be accurate. Indeed may request that Job Seekers confirm their interest in the position before scheduling an interview. It is ultimately the Employer’s responsibility to confirm whether any interviews were scheduled, or to reschedule or cancel interviews if necessary. The decision of who to interview is decided solely by the Employer, who can choose to interview any Job Seeker at any time, and by scheduling such interviews, Indeed does not warrant that a Job Seeker is qualified, meets the criteria the Employer has set, or that the information provided by the Job Seeker to Indeed is accurate. Indeed candidate management tools are intended to allow Employers to more efficiently connect with Job Seekers as they determine, and the sole responsibility for the content of any screener question, any decision to proceed or not proceed with interview or offers, any issues arising from an acceptance or denial of employment, and any other issues arising from the use of candidate management tools is solely with the Employer. By using this and other candidate management tools, you acknowledge and agree that Indeed is not procuring employees for Employers or procuring opportunities to work for Job Seekers, and that Indeed does not act as your employment agency by offering these candidate management tools.

You agree that Indeed may take action to try to identify and reduce spam applications, including by imposing a cover letter requirement for applicants. You agree that Indeed may also ask Job Seekers whether they can reliably commute to the work site if you require in-person attendance. Indeed may also highlight to Job Seekers qualifications required for your position in order to help the Job Seekers assess whether to apply for your role. 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 your 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, as well as to Indeed providing the recording to third parties to aid in analysis or quality of the product. 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, application materials, voluntary self-identification questions, or screener questions (or answers thereto) posted by you, or any message sent by you. 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 as set out in the IO for that 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 the maximum interest permitted by law and (ii) any reasonable expenses and attorney fees Indeed incurs collecting such late payments.

When you view, send, take action on, make a decision regarding, store, or receive materials (including Job Listings, resumes, applications, pre-recorded interviews, and messages) through or using the Site or any Applicant Tracking System ("ATS"), Indeed may, for any purpose, use any data of such materials or action 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 Job Listings for Job Seekers and Employers), whether via automated means or otherwise. Indeed may also inform the Job Seeker of your actions or activity related to such materials through or using the Site or any ATS. For example, Indeed may notify the Job Seeker about your activity or action related to a Job Ad (such as pausing or closing it), or Job Seeker's application or Resume (for example, that you viewed or responded to it, or that you made a decision with respect to it). Indeed may inform Job Seekers about activities you take on the Site, for example, whether you are online, recently active, or active on Indeed. You hereby consent to Indeed informing the Job Seeker about such actions and activities.

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 added 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. **Some of the data may be provided by the Employer and Indeed does not guarantee the accuracy of such data.** Indeed does not guarantee the accuracy of any label or badge that is added to Employer names or Job Ads based on employer provided data, including data on Job Ads. Indeed reserves the right to change or remove such label or badge features at any time and in Indeed's sole discretion.

If you access or use any Indeed Application Programming Interface (API), including accessing and using the Site or any of the Indeed Apps or any Applicant Tracking System (ATS) through an API, you agree to be bound by this Agreement, the [Indeed API Terms](#), [Indeed Privacy Policy](#), the Site Rules, and any additional rules and policies made available by Indeed. YOU UNDERSTAND AND AGREE THAT YOU ACCESS AND USE ANY API AT YOUR OWN DISCRETION AND RISK AND THAT INDEED DISCLAIMS ALL LIABILITY ARISING OUT OF YOUR USE OF ANY INDEED API. **It is your responsibility to regularly review any Indeed App or the Site for the most up-to-date information (including, but not limited to, explanations about how features work, disclaimers and disclosures regarding the services provided, method for charging) about Indeed's products and services. By using an 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 or ATS via an 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.**

**Your use of a third party developer to build an integration with an ATS:** Should you appoint or otherwise utilize a third party developer to develop an integration with an ATS, you shall ensure that you and the third party developer comply with all applicable Data Protection laws (including, inter alia, the execution of data processing agreements) in the development of the ATS integration. When you use the Indeed API through a third party developer to develop an integration with an ATS you shall be fully liable for the actions / omissions of the third party developer and the ATS you choose to use. You shall also ensure that all personal data (including disposition data) transferred to Indeed via the integration takes place in compliance with applicable Data Protection laws, for example, obtaining consents from and providing notices to data subjects (as applicable) as well as implementing relevant agreements where required by such laws. You shall indemnify and hold harmless Indeed against any claim or actions brought by a data subject arising from or related to Your use of the API and/or your use of a third party developer and their use of the API.

You acknowledge that as part of its efforts to combat fraud and spam, Indeed may require that users verify their email address, including Job Seekers applying to your job. However, email verification is not guaranteed. You are responsible for your use of any software that rejects applications from unverified email addresses.

You further acknowledge that compliance with any governmental record-keeping requirements, such as the Office of Federal Contract Compliance Programs' (OFCCP) internet applicant record-keeping rule, is your sole responsibility.

### 3. Job Match

Job matches are recommendations which may be presented to both you as an Employer and to Job Seekers in various formats on the Site. For example, Indeed may recommend Resumes which match Job Ads you have posted, or recommend Job Ads to Job Seekers which are similar to jobs to which they have recently applied. Job matching is provided to you on a beta basis and is subject to our Beta Program

(see section 9 of the Terms of Service for All Users).

To generate matches, Indeed uses data collected through our Site from both Employers and Job Seekers. This includes Job Ads, Resume, application materials (including responses to screener questions), Indeed Assessments, and user activity on Indeed (such as searches run and Job Ads clicked on and applied to). You agree and consent that Indeed may use this information to present potential matches to you and to potential Job Seekers.

**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, may come from a third party, and they are subject to change or varying levels of accuracy. If you are participating in the Indeed Ads Program and your Sponsored Job advertising budget is set on a per-apply basis, you will be charged based on Indeed’s determination of Apply count as reflected in your employer dashboard and not based on the number of applies that may be provided to Job Seekers for informational purposes only. Indeed may add labels or badges to Job Ads – such as pay types, specialties, benefits, or union associations – based on data contained within the job description. These are for informational purposes only and Indeed does not guarantee the accuracy of any label or badge. 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. 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.

Indeed may offer job post templates for informational purposes only. By using any of this content, you adopt it as your own and are responsible for making it true, appropriate and compliant with all applicable laws. All content provided by Indeed, including template job post information and estimated applications for a given job posting, is for informational purposes only, may comprise or be based on information provided by third parties, is provided without warranty, and is subject to change and varying levels of accuracy. Estimated applications are not a guarantee of future performance.

**5. Screening Tools**

Indeed may make available to you screening tools for your use for candidates who apply to your job, 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 agree you are solely responsible for the use of such screening tools in compliance with the law, such as: the Fair Credit Reporting Act and similar state statutes; applicable employment, equality or anti-discrimination laws such as Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and other similar federal, state, and local laws; and any applicable data protection or privacy laws, or laws regulating use of “automated employment decision tools”. You agree that an Assessment is only designed to evaluate a particular knowledge, skill, or ability. 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. You agree to use an Assessment in combination with other selection and hiring processes to measure only those knowledge, skills or abilities and/or other characteristics that are 1) job-related and 2) required for a candidate’s first day on the job. **You are responsible for ensuring that your selection criteria are job-related, that you do not pose “disability-related inquiries” or medical inquiries in violation of the law, and that you do not screen out people with disabilities or members of any protected category under the law. You further acknowledge that you are responsible for offering alternative methods of screening, if so required by the Americans with Disabilities Act or any similar law. You are responsible for clearly indicating that reasonable accommodations are available, engaging with and responding to any requests for accommodation, and providing information about how to request an accommodation to Job Seekers.** Indeed shall direct Job Seekers who reach out to Indeed with an accommodation request to you via the contact information you provided to Indeed, and you are responsible for monitoring your inbox for such requests. 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, each disability is unique and Indeed does not warrant compliance 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 law, or that your use of any 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, candidates with whom you do not interact within your chosen time frame will receive rejection notices, 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.

Indeed may offer functionality that groups candidates based on whether they meet or may meet Employers' criteria, based on text in their resumes or answers to screener questions, and we offer Employers the ability to automatically schedule calls with applicants who meet their criteria as well. In all cases, Employers can view any applicant at any time, and Indeed makes no decisions about any applicant. **You agree that such functionality does not constitute or contribute to a decision, and is not a substitute for human discretion and review. You agree not to use such functionality as the sole factor, as a factor weighted more than other factors, or to modify or overrule conclusions derived from other factors, in your decision-making or hiring processes.**

## 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 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 mask or hide contact information, such as phone numbers and email addresses, and substitute it with an alias. For example, Indeed may mask Job Seeker contact information from resumes or applications. Indeed may also mask your email address or phone number, and Job Seekers may see an alias email address or phone number when they communicate with you. You agree to a Job Seeker contacting you from a masked phone number or email. If you contact a Job Seeker from a masked phone number and you do not leave your contact information, after the masked number expires, the Job Seeker may not be able to contact you by phone unless you have provided your actual contact information to them. Once a Job Seeker has your contact info, you agree that Indeed is not responsible or liable for the manner in which they may use the info.

Sending messages to Indeed aliased email addresses and use of Indeed Messages on or through the Site shall be limited to the purpose of hiring for your Job Listing. Indeed may group messages together as part of a conversation on Indeed Messages. This is done as a courtesy, and some messages related to the same conversation may not be grouped together. When communicating with a Job Seeker through Indeed, the Employer sender's information may be displayed in different ways, for example, it may be displayed as the Employer's company name or the name of the specific person sending the message, but you or the Job Seeker may not see all that info in all circumstances.

Indeed's messaging system is not intended for sending one message to multiple people. You agree to not use Indeed's messaging services to send bulk messages, unless specifically authorized in the Indeed interface. You agree to not circumvent this limitation through using your email client for this purpose, for example by sending email messages through your email client (e.g. your Gmail or third party email provider) to multiple Indeed aliased email addresses. You agree that any email that you address to more than one Job Seeker on the To, CC, or BCC line is separated into different emails and conversations by Job Seeker; you will see Job Seeker responses in their own email threads and their own conversations on Indeed Messages. If a user sends an email to multiple recipients (e.g. by adding additional aliased email addresses to the cc field in a third party email client), this may affect the way messages on Indeed are displayed. In this case, it is best to view the email conversation in the third party email client. 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.

If you, or anyone on your behalf, send or receive communication on or through the Site (including by sending or receiving text messages, sending or receiving communication to/from an email address aliased by Indeed and/or by using a different email address from the one associated with your account), you agree to the communication being processed, analyzed, reviewed, and stored, including via automated means, for data analysis, quality control, enforcement of the Sites' rules and other Indeed policies, content moderation, and to improve the Site or any other Indeed product or service. If you disagree with any part of these terms, do not use the Site.

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 chat or other communication options for select Employers or Job Listings, in its sole discretion, and to notify Job Seekers that chat or other communication options are available for a particular job or Employer. For example, you may be eligible to enable pre-apply chat to certain Job Listings. To remain eligible for pre-apply chat, you must respond to Job Seeker communication in the amount of time identified on the Site. Indeed may, in its sole discretion, turn off or disable chat for any Employer or Job Seeker at any time without prior notice.

Indeed may enable text messaging relay and/or call relay services through our Site to help facilitate contact between Employers and Job Seekers about a Job Listing. You understand that communicating through such relay services on or through the Site shall be limited to the purpose of hiring for your Job Listing. Indeed may, in its sole discretion, turn off or disable text messaging relay and/or call relay services for any Employer or Job Seeker at any time without prior notice and for any or no reason. Please note that since these text messaging relay and call relay 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 send or receive such text messages or calls. You agree that Indeed is not responsible or liable for the content of any text message and/or call from you or Job Seekers. You further agree that Indeed is not responsible or liable for the manner in which you or Job Seekers use text messaging relay and/or call relay services.

If you use Text to Apply, you agree that you are requesting that Indeed respond to Job Seeker text messages sent through Text to Apply, on your behalf. When a person texts the assigned Keyword to the phone number provided, Indeed shall respond with a text message containing a link to the sponsored Job Ads that you have associated with Text to Apply. You acknowledge and agree that only sponsored Job Ads may be displayed and that use of Text to Apply or Scan to Apply is a benefit to sponsoring Job Ads. Indeed may, in its sole discretion and without prior notice, (i) suspend or terminate your use of your Keyword and require you to choose an alternative Keyword or (ii) terminate your use of and access to Text to Apply and Scan to Apply. Indeed may do so for any or no reason, including for the following reasons: (i) if you choose a Keyword that infringes third party intellectual property rights, (ii) if Indeed is notified of any violations of our SMS provider's terms of service or (iii) if a Sign violates any of Indeed's terms. When promoting Text to Apply or Scan to Apply, please note that Job Seekers will need to have or create an Indeed account to complete any application. A disclaimer noting this requirement should be included in any signage promoting Text to Apply or Scan to Apply.

You agree that you are solely responsible for the Sign placement and all Sign content including any text, QR code or design elements. Furthermore, you acknowledge and represent that your Sign and its contents do not infringe any third party rights (including copyright or trademark) or contradict any obligations you may have under an existing contract with a third party. You agree to remove or update any Sign upon Indeed's request. By using the Indeed name, trademarks, or logos ("Indeed Marks") in connection with any Sign or marketing materials, you agree to the Indeed Scan/Text to Apply License Terms. All uses of the Indeed Marks shall be subject to the Indeed Trademark Usage Guidelines as may be provided to you from time to time. The Sign and any text messages that a Job Seeker sends constitute User Content and shall be treated in accordance with any User Content sections herein.

You may cancel the Text to Apply or Scan to Apply service at any time. To do so, remove any Signs and inform your Indeed Sales or Customer Success Representative. It may take a few days to process your request, and you agree that during that time persons who send Keywords to the designated phone number may continue to receive text messages. You understand that any Keywords, phone numbers or QR codes associated with your account may no longer be available to you upon cancellation. You agree that Indeed is not responsible for connecting you with Job Seekers via Text to Apply or Scan to Apply once you cancel those services.

## **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, pre-recorded videos, pre-recorded audios 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 are solely responsible for offering alternative methods of communicating or interviewing for individuals with disabilities, if so required by the Americans with Disabilities Act or any similar law.

YOU UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, 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, TO THE MAXIMUM EXTENT PERMITTED BY LAW, 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 FURTHER ACKNOWLEDGE AND AGREE THAT INDEED DOES NOT ASSUME ANY RESPONSIBILITY FOR AVAILABILITY OR RETENTION OF ANY RECORDINGS 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 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. 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.

Recording Virtual Interviews: As an Employer, you may be presented with an option to enable recording of Virtual Interviews. You acknowledge and agree that you will not record, store, or analyze Virtual Interviews without permission from Job Seekers and all participants. By recording a Virtual Interview, you represent and warrant to Indeed that you have secured all necessary consent and will comply with all applicable laws, including state and federal law regarding consent to record interviews and phone calls. By choosing to record Virtual Interviews through Indeed, you agree that third-party providers and Indeed can store and access the recording. However, you agree that Indeed is not obligated to store or retain any recording of a Virtual Interview. YOU FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD INDEED HARMLESS FROM ANY ALLEGATIONS, CLAIMS, ACTIONS, SUITS, DEMANDS, DAMAGES, LIABILITIES, OBLIGATIONS, LOSSES, SETTLEMENTS, JUDGMENTS, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COSTS) THAT ARISE FROM THE RECORDING OF VIRTUAL INTERVIEWS.

Virtual Evaluations: You shall only use the recordings and other information obtained through Virtual Evaluations for your internal hiring purposes. You shall not use Virtual Evaluations for any illegal, discriminatory or fraudulent purpose. As part of Virtual Evaluations, you will submit or approve interview questions which Indeed will share with candidates. You agree that the interview questions are part of your application process and determined solely by you. Indeed may provide you with the ability to directly invite candidates to participate in Virtual Evaluations or you may instruct Indeed to automatically invite candidates who meet your selection criteria, for example, all candidates who submit an application through Indeed. You acknowledge and agree that you are solely responsible for your use of Virtual Evaluations, including how you decide which candidates shall be invited to participate in Virtual Evaluations, who you decide to contact after the Virtual Evaluation has been completed and any employment related decisions that you make. Indeed does not act as your employment agency by offering you the Virtual Evaluations service. A candidate's Virtual Evaluation video will only be deemed complete and submitted to you when the candidate approves the submission through the Virtual Evaluations tool. Indeed reserves the right to not submit a candidate's response if a candidate or Employer uses the tool in an abusive manner, which shall be determined in Indeed's sole discretion. You agree that Indeed is not responsible for maintaining or storing any candidate submissions through Virtual Evaluations, and that you are responsible for your own compliance with any applicable record retention requirements. You acknowledge and agree that the video recordings and transcripts associated with Virtual Evaluations will only be retained for a period of one year from the date that the recording is completed by the Job Seeker ("One Year Period"). After the relevant One Year Period, the video recording and transcript will be permanently deleted and you will no longer be able to view or access them. You acknowledge that the Virtual Evaluations video recordings contain personal and confidential information, and you confirm that those you're sharing the Virtual Evaluations video link with have permission to view the recording. The term User Content as defined in these Terms of Service shall include the content of the interview questions, as well as the content of the Virtual Evaluations video recordings, transcripts and any other information that you or a Job Seeker sends through Virtual Evaluations.

## **8. Company Pages, Enhanced Profiles, Employer Branding Hub**

When you post a Job Ad directly on Indeed, Indeed and/or Glassdoor may automatically generate for you a Company Page and/or a Glassdoor Profile 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" (or similar wording) 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 identified on the Company Page. Additionally, Indeed may include all of your Job Ads posted on the Site on your Company Page, including those posted directly on Indeed

as well as those indexed by Indeed from other sources. 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 photograph(s) or videos you provide, and third-party websites reachable from content you put on a Company Page.

Indeed may offer Indeed Company Pages Premium (“CMPP”) and Glassdoor Enhanced Profile (“EP”) (collectively, “Employer Branding Hub”), which include features accessible only on a subscription basis and may be charged as indicated in an insertion order (“IO”). An IO is a separate agreement between you and Indeed that incorporates these Terms. Indeed reserves the right to change or remove CMPP or Employer Branding Hub features at any time, in Indeed’s sole discretion. Employer Branding Hub features may include analytics, insights, 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. Use of EP and analytics and review analysis provided by Glassdoor are subject to the [Glassdoor Terms of Use](#), except to the extent of any conflict with these Indeed Terms of Service for Employers, in which case these Indeed Terms of Service for Employers will govern. Indeed is a reseller of Glassdoor products and services, and all invoice and payment processing for such products and services shall be undertaken by Indeed and subject to Indeed’s Privacy Policy.

Please note that Indeed and Glassdoor host User Content submitted by our users. User Content includes salaries, company reviews, interview reviews, company photos, answers to Q&A questions on Company Pages or Employer Branding Hub, and other materials and content provided by users to Indeed and Glassdoor. We moderate User Content using the same standard of review for all employers and do not provide preferential treatment for our customers. You understand and agree that our application of User Content moderation policies, and our decision of whether or not to remove a piece of User Content, is within our sole discretion and cannot form the basis of a violation of this Agreement.

You may cancel your participation in CMPP, EP, or Employer Branding Hub 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. Except as otherwise indicated on your IO, annual subscriptions will not automatically renew, and need to be renewed each year through an IO. If you purchase an EBH annual subscription that automatically renews, you acknowledge and agree that your subscription will automatically renew and Indeed will charge you on a recurring basis until you cancel your subscription and such cancellation goes into effect, which may not be until the next billing cycle. To cancel your EBH annual subscription auto renewal without incurring any charges, email your sales representative and [renewals@glassdoor.com](mailto:renewals@glassdoor.com) no later than 30 days prior to your renewal date. You are responsible for all taxes as applicable and appropriate.

Indeed may offer some Employers 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 a Featured Employer designation, generally, is a function of the number of Ads and amount you spend on Indeed. The Featured Employer program may be changed or removed by Indeed at any time, at Indeed’s sole discretion and without notice.

## **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 human resources 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](#)\*; the laws of Japan, if you are located in Japan; 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 Ontario, Canada if you are primarily supported by Indeed’s offices in Canada; the laws of Germany, if you are supported primarily by Indeed’s Germany office; 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](#)\*; Tokyo, Japan if you are located in Japan; 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](#)\*; Tokyo, Japan, if you are located in Japan; 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; Düsseldorf, Germany, if you are supported primarily by Indeed’s Germany office; 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 dispute, 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. Indemnification**

You shall indemnify, defend and hold harmless Indeed, its agents, affiliates, and licensors from any claim or liability (including without limitation reasonable legal fees) arising out of or related to: (a) your violation of any term of this Agreement; (b) your use of, and access to, the Site or any Indeed product, program, or service; (c) your loss of, or disclosure of, information gained from using the Site or any Indeed product, program, or service; (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 (**this includes any claims that Indeed as your agent violated any such 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 actions as an Employer, including without limitation doing or not doing the following: screening, hiring, promoting, or demoting any employee or Job Seeker; or (h) the activities of any third-party service providers you engage to assist you with activities related to your use of Indeed products and services, such as, but not limited to: facilitate your sourcing activities or track the conversion rates of job seeker through to job applicant. This defense and indemnification obligation will survive this Agreement and your use of the Site or any Indeed product, program, or service.

**14. Extended Campaign Tools**

Indeed may offer a service to facilitate the coordination of Job Ads within geographically distributed businesses, such as franchises or large companies with many locations, such as Indeed Central or Groups (“Extended Campaign Tools”). You acknowledge and agree that using Extended Campaign Tools 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 Extended Campaign Tools. By using Extended Campaign Tools, 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 Extended Campaign Tools. You may request that Indeed grant access and control of your Extended Campaign Tools 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.

**15. Candidate Import**

Indeed may offer a platform that allows you, or someone acting on your behalf or authority (such as a recruitment management service), 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 (as defined below), you instruct Indeed to process such information on your behalf pursuant to this Agreement and any applicable Data Processing Addendum (“DPA”); Client Personal Data and Indeed as used in this Section shall have the meanings given to them in the Data Processing Addendum in this Agreement. By using Candidate Import, you instruct Indeed to display information about the interactions (including Virtual Interviews which are currently scheduled or were previously conducted) between you or Indeed and the job applicants within their Indeed accounts, and you represent and warrant that you, and any third party who you have authorized to upload Client Personal Data to the platform, have obtained all necessary rights and permissions from, and provided all necessary information and disclosures to, job applicants as required under applicable data protection or other relevant 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 asking them to create an account with Indeed. You agree to defend and indemnify Indeed for any breach of the foregoing sentence. You also agree that Indeed is only responsible for such Client Personal Data, in accordance with the DPA, once it is received by Indeed and you are responsible for such Client Personal Data up until such receipt by Indeed and thereafter with respect to your use of such Client Personal Data.

**C. Terms of Service for Publishers**

The following Indeed Publisher Program Terms (“IPP Terms”) apply to any Publisher that accesses, participates, or uses the Indeed Publisher Program (the “Publisher Program”), that accesses or uses an Application Programming Interface created or maintained by Indeed (“API”) related to publishing jobs (such as Indeed’s Publisher API or Publisher Job Search API), 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. For purposes of this Section C of the Indeed General Terms of Service, “You” or “Publisher” means any entity identified in an enrollment form,application, or questionnaire response 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’s Publisher Program is offered on a limited basis, in limited quantities, in limited locations, and for a limited time. Indeed shall have absolute discretion as to whether or not it accepts a particular applicant or site for participation in the Publisher 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](#) (the “AAUP”). To participate as a Publisher in the Publisher Program, all participants must be at least eighteen years of age. Participants represent and warrant that all information submitted to Indeed shall be true, accurate and complete.

Publisher acknowledges that by accessing the Site, any Indeed API, 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, pay-per-click, pay-per-apply, or pay-per-started-apply advertisements, 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"). 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", wherein the word "Jobs" shall be hyperlinked to <http://www.indeed.com> 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> or other Indeed website as agreed by Indeed. We provide the [Indeed Logo Image](#) online for your convenience.

Publisher accepts and agrees to abide by all terms of the <https://www.indeed.com/legal?co=US#aaup> and [Indeed API Terms](#). Publisher is permitted to use Indeed's Site and its content solely pursuant to the terms of the Publisher Program. Publisher shall comply with the terms of this Agreement including the Site Rules. 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.

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.

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 ACKNOWLEDGES AND AGREES THAT IT SHALL NOT RECEIVE ANY MONETARY COMPENSATION, INCLUDING COMMISSION PAYMENTS, FOR ACCESSING, PARTICIPATING, OR USING THE INDEED PUBLISHER PROGRAM.

Publisher agrees that it shall not be compensated for any clicks received or 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. No dashboard or any other view of any click count shall be considered as contractually binding on Indeed.

### **4. Termination**

Indeed may suspend or terminate the Publisher Program at our sole discretion, at any time, with or without notice, and for any or no reason. Either party may terminate these IPP Terms and participation in the Publisher Program at any time for any or no reason with or without notice and without liability. If you wish to terminate agreement to these IPP Terms, you may do so by sending a notice by email to support-at-indeed dot com or other email address specified by Indeed. All provisions of this Agreement which by their nature should survive termination shall survive termination, including without limitation, confidentiality, warranty disclaimers, indemnifications, and limitations of liability.

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

### **5. 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 Publisher Program; (b) click-through rates or other performance statistics relating to the Publisher Program provided to Publisher by Indeed; and (c) any other information designated in writing by Indeed as "Confidential" or an equivalent designation.

### **6. 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.

7. 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 and this Agreement, by and under the laws of the State of Texas 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 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, the Publisher Program, or these terms of service, if you are located in the United States.

8. Class Action Waiver

By using the Site or any Program Elements 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 the Publisher Program, 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 or the Publisher Program. Additionally, as a Publisher, the use of the Site and the Publisher Program is at no charge and Publisher acknowledges that part of the price it is paying to use this Site and the Publisher Program 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, the Publisher Program, or any Program Elements. 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 7 above.

D. Terms of Service for All Users

The following terms and conditions apply to everyone who accesses or uses any part of the Site, or attempts to do so, or otherwise accepts this Agreement.

When you access or use the Site, you agree to the terms and conditions of this Agreement. You agree that Indeed may perform the activities described in this Agreement, and you acknowledge that otherwise the Site cannot work as intended. **You agree not to submit or post any commercial communications to the Site. Using the Site for commercial communications is a violation of this Agreement.** If you disagree with any part of this Agreement or you do not wish to authorize the activity it describes, do not use the Site. You agree you have read and acknowledge Indeed’s Cookie Policy and Privacy Policy.

1. When You Use Our Site

By using Indeed, you acknowledge and agree that Indeed collects, records, processes, analyzes, and stores any and all activities you take on the Site, and any and all interactions and communications you have with, on, or through the Site. This includes: which areas of the Site you visit (including 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 this data from everyone using the Site, including users of private browsing mode, “incognito mode,” or similar modes. Indeed uses vendors as an extension of the Site to collect, record, process, analyze, and store this data. You authorize Indeed to use this data, User Content (defined below to encompass items such as resumes) and Algorithmic Content (defined below) to develop, train, build, and use statistical models, including artificial intelligence and machine learning models, and no compensation in any form shall be due or payable to you in connection with Indeed’s exercise of its rights granted under this Section. You authorize Indeed to make any connections with wires, lines, cables, or instruments, including with communication systems, that it may decide to make from time to time in connection with operating the Site. You acknowledge that the foregoing is necessary to the operation of the Site.

Occasionally, Indeed tests improvements and updates to our Site and services, which may affect various aspects of the Site such as the ad delivery system, audience, ad performance, ad placement, profiles, resumes, resume search, job search, recommendations, alerts, or formatting. You agree that Indeed may conduct such tests without notice to you. Indeed’s services and their availability may differ by location, and you should check the Site in your location to see which services are available to you.

Indeed may offer suggestions, recommendations, or information to users that may support or improve their experience on the Site. These offerings are provided as a courtesy and without warranty, and are based on information provided by other users, and your use of such information is at your own risk. Indeed assumes no responsibility and disclaims all liability for any decisions you make, or actions you take, using information obtained through the Site.



## 2. User Content

Some parts of the Site, or our APIs, allow users to post content or data such as Job Ads, resumes, reviews, information, text, images, audio, video, messages, and other materials. This functionality helps users find information and communicate about potential jobs, schools and certifications, employers, and candidates. Any data that a user or other party submits, posts, publishes, displays, or makes available on or through the Site, or otherwise provides to Indeed, is called “User Content.” User Content includes Job Ads, Resumes, company reviews, school reviews, certification or license reviews, and messages sent through the Site.

Indeed is not responsible for User Content, which may be inaccurate, incomplete, misleading, or deceptive. Indeed does not know whether User Content is true. Any opinion, fact, advice, information, or statement in User Content is the sole responsibility of its original author, who may use anonymous identifiers. You may come into contact with content that you find harmful, offensive, threatening, indecent, or objectionable. User Content may not be reliable or suitable for use in a legal proceeding. You acknowledge that Indeed has no obligation or liability with regard to publishing, monitoring, or removing User Content. Indeed also has no obligation or liability regarding the accuracy of User Content which may be translated on our site through a Google Translate API.

If you provide User Content, it must comply with the Site Rules (below). Your User Content must not be unlawful, fraudulent, discriminatory, threatening, abusive, libelous, defamatory, obscene, or otherwise objectionable, irrelevant, or unconstructive. Your User Content must not contain sexual, ethnic, or racial or other discriminating slurs. Your User Content must not contain proprietary information, trade secrets, intellectual property of another person, or confidential information. Your User Content must not contain spam, advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or any other commercial communication besides Job Ads under this Agreement. Your User Content must not be harmful to anyone, especially minors.

You may not post official identification information, such as a 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 on the internet may lead to identity theft for which Indeed cannot be responsible.

By submitting a company review or otherwise providing information, ratings, or answers to questions about your former or current employer, you agree that such User Content may be shown publicly on or through Indeed and its Site and may include your job title, job location, whether you are a current or former employee, and the date on which you provided the User Content. You agree that Indeed assumes no responsibility and disclaims all liability for such User Content, including for any content that you include that may personally identify you. If you do not want your User Content to be publicly visible through Indeed or to personally identify you, do not provide such User Content.

Indeed may monitor and screen User Content and may use it to prevent potentially illegal or tortious activities, or any other activities that are detrimental to other users. In some cases, if we determine that your User Content or actions have violated our Terms or any Indeed policy or are detrimental to other users, we may place restrictions on other accounts that we suspect are affiliated or associated with you. If you believe that any User Content violates this Agreement or our policies, please [contact Indeed](#). However, detection methods are not perfect and false positives or false negatives may occur. Indeed has no obligation to monitor any particular user or User Content, and Indeed makes no guarantee that any particular User Content will be removed.

Indeed reserves the right to disclose all User Content, and any other relevant information and circumstances, 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 disclose User Content you have provided. Your identity may be discoverable via such legal requests, even if you post confidentially or anonymously.

Indeed is an interactive computer service, has no obligation to host or remove any particular User Content, and may exclude or remove any User Content from any part of the Site or services for any or no reason. Indeed has no obligation to include any User Content in any part of the Site (for example, Job Ads in search results). Whether any User Content violates any Indeed policy, whether to publish or to withdraw from publication any User Content, and 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 or obligation to you or anyone else arising from its editorial decisions.

Section 230 of the U.S. Communications Decency Act provides:

**(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).

### 3. License to User Content and Feedback

When you provide User Content you grant Indeed a license to use it. Specifically, 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, reformat, 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 or third party sites, maintaining or improving the Indeed website (including without limitation for the purposes of training a model that recommends content to other users), and promoting Indeed and such User Content without restriction. 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 to the maximum extent permitted under applicable law. Indeed shall terminate this licensed use within a commercially reasonable term after User Content has been removed from the Indeed website. Indeed reserves the right to refuse to accept, post, display or make available any User Content at its sole discretion.

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), such as 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 provide, or that you have the right to grant this license, (ii) your User Content, and Indeed's use of it, will not violate applicable law or the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or other rights of any person, and (iii) use of your User Content will 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 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.

At your discretion, you may provide feedback or opinions about Indeed or the Site, such as identifying potential errors, improvements, modifications, bug fixes, or enhancements ("Feedback"). Indeed is 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. If you provide Feedback to Indeed, 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. Indeed may disclose any or all Feedback to any third party in any manner, and may sublicense any or all Feedback in any form to any third party without restriction. Accepting any Feedback does not constitute a waiver of any rights to use similar or related ideas previously known to Indeed, or developed by its employees, or obtained from sources other than you.

### 4. Site Rules

When using our Site and services, you agree to these Site Rules and any other rules or policies posted on the Site. Breaking our rules is a material breach of this Agreement and an unauthorized use of the Site.

Do not directly or indirectly:

- Access the Site other than through the web or app interface publicly provided by Indeed, or otherwise access systems without express authorization.
- Provide any false, fake, or fictitious information.



- Provide any code or data with the intent or effect of damaging, disrupting, disabling, harming, impairing, interfering with, intercepting, expropriating or otherwise impeding, the Site or any data, program, system, equipment or communication, or that would cause a violation of any applicable law.
- Access any data, especially personal data, without permission.
- Bypass any limitations or suspensions of functionality.
- Interfere with others' use of the Site.
- Modify, adapt, translate, reformat, resell, frame, or reverse engineer any portion of the Site.
- Remove any copyright, trademark or other proprietary rights notices.

You may not use the Site to:

- Harm anyone or violate the rights of anyone, including the right of publicity, right of privacy, or intellectual property rights.
- Provide false information.
- Transmit or store biometric information or biometric identifiers.
- Promote or encourage illegal activity.
- Promote pyramid schemes, multi-level marketing (MLM) programs, jobs that require payment to start, or any topics we consider detrimental to our users.
- Send unsolicited commercial messages, or any other unlawful communications.
- Imitate or impersonate another person, or create false accounts.
- Send messages to users who have asked not to be contacted.
- Send text messages or make calls for a purpose not related to hiring for or applying to a Job Listing.
- Sell personal data.

We reserve the right to monitor all activity on the Site and to not pass on or deliver any message or communication that may be malicious, spam, fraudulent, or unwanted, or for any other reason. This includes attachments of any type, scripts, macros, or any other form of code. You agree the determination of what constitutes spam is in Indeed's sole discretion. Indeed may use data collected through the Site to make such a determination. Indeed reserves the right to interact with users through the Site, including to investigate whether users are violating these Rules. Indeed reserves the right to turn over any information gathered via such investigations to law enforcement or other third party.

You may not use or misappropriate the Site for your own commercial gain. You may not crawl, scrape, data mine, extract data from, reproduce, duplicate, copy, sell, exploit, trade or resell any part of the Site, except as expressly permitted by Indeed beforehand, in writing. You may not use any automated system or software, whether operated by a third party or otherwise, to violate any of Indeed's rules. You 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 Restricted Lists below; or (c) the subject of sanctions consistent with U.S. law imposed by the government of the country where you are using Indeed.

"Restricted Lists" means: (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; or (e) Bureau of Industry and Security, Department of Commerce, The Entity List.

## 5. Accessing External Sites

The Site links to other sites on the internet which are owned and operated by third parties ("External Sites"), for example Employer websites, Applicant Tracking Systems, or promotional websites. Links to External Sites may be found in User Content available through Indeed (for example, Resumes or Job Ads). Indeed is not responsible or liable for any External Site, including availability or content. Links to External Sites may be removed at any time. Any concerns regarding an External Site should be directed to the responsible third party.

Indeed has no control over what happens on External Sites. If you visit an External Site and complete a transaction outside Indeed, you are entering into an agreement with a third party, alone and at your own risk. You are giving the third party your data directly, and your rights and their obligations are determined by its privacy policies and terms of service. Indeed disclaims all liability from anything that may occur when you utilize or transact with such third parties. We are additionally not responsible for any payment that may be asked of you by such third party.

Indeed may provide you with access to a link on Indeed to services or products offered and performed by a third party ("Third-Party Service"). For example, 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. Indeed operates solely as a technical conduit, allowing the

transmission of background checks sent by a background check Third-Party Service to you. 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 background check Third-Party Service to you or to any other Indeed user.

If you choose to use the third-party link and its services or products, you are contracting directly with the Third-Party Service, and Indeed is not a party to this contract. Further, you agree to fully indemnify and defend Indeed for any claims arising out of your use of a Third-Party Service's services or product provided to you by a Third-Party Service.

The Site may include 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](#); and (2) the [Google Privacy Policy](#). Company Page data from Japan may come from Toyo Keizai Shinpo Inc.

## 6. Creating and Accessing Your Account

Some areas of the Site require you to register, provide and verify an email address, or create an account. You agree to provide information that is true, accurate, current, and complete. You may not create multiple accounts, or create accounts by automated means.

**Indeed encourages you to enable two-factor authentication (2FA) on your account where available.** If you do not enable 2FA, you proceed at your own risk. You are responsible for the confidentiality and use of your username and password, which may not be shared. Your account is accessible by anyone with your username and password and who can answer your verification questions. If someone obtains unauthorized access to your account, they could contact users or take other actions through your account, and Indeed's ability to respond is limited.

If you change your phone number provided for 2FA or verification, the change may not be reflected everywhere on [Indeed.com](#), such as the phone number and opt-ins provided through a Job Seeker Profile. An Employer may still be able to contact you at the number in your Profile, if you have opted in to be contacted on that page.

Indeed may send you a notice relating to account security, such as informing you that you may have recently interacted with a compromised account. Indeed cannot and does not guarantee that such notices will always be sent or received, and you therefore agree that Indeed bears no responsibility for doing so. Indeed makes no warranty regarding, and disclaims any liability for, the accuracy, completeness, timeliness, or reliability of such notices.

You may be given the option to use a Passkey (such as a face scan or fingerprint) to sign in to your Indeed account. Passkeys are stored locally on your device, and their management are subject to your control. Indeed does not receive any biometric data or other information related to your Passkey. Indeed is not responsible for any collection, use, storage, processing, or loss of Passkey data nor is it responsible for any legal obligations related to such data. If you do not wish to use Passkey, you may use another method to sign in to your Indeed account.

## 7. Your Contact Information

As part of the Services, Indeed may contact you through your Indeed account or through other means such as email, telephone (including mobile phone), or postal mail, including with contact information that you may provide to Indeed or that Indeed may otherwise obtain from third-party sources.

By providing Indeed with a phone number, you confirm that you are the primary user and subscriber to the telephone number entered, and you expressly agree to receiving calls and texts at that number, including if it is a mobile number.

To stop receiving text messages at any time, reply to the text with STOP or [contact Indeed Customer Support](#). DUE TO THE UNSTRUCTURED CONVERSATIONAL FORMAT OF THIS SERVICE, WE MAY NOT RECOGNIZE OTHER UNSUBSCRIBE ATTEMPTS. 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 Text to Apply 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. Indeed cannot be responsible for third parties to whom you have provided your phone number.



To stop receiving marketing or commercial emails from Indeed, or to manage your email preferences, you may do so by updating your email settings on your Indeed account. You may also opt out of marketing or commercial emails from Indeed by following the unsubscribe link in our messages.

8. Payment

You will be charged as indicated by the Site.

By providing your credit card, bank account, or other payment method information to Indeed, you authorize Indeed to charge or debit that payment method for fees owed to Indeed for services purchased, pursuant to the terms associated with any Indeed service you are using and any other agreement with Indeed for purchase of services.

By providing your bank account information and signing up for direct debits from Indeed, you authorize Indeed to use ACH to debit the bank account specified for any amount owed for charges arising from your use of Indeed’s services and/or purchase of products from Indeed, pursuant to these terms, until this authorization is revoked.

Advertising

Advertising you purchase may be measured by clicks, RSVPs, applies, impressions, or a subscription or platform fee. **Charges are solely based on Indeed’s measurements (such as click count). Indeed’s measurements (such as click count) shall be binding.** Indeed’s measurements may be derived from data from third-party vendors, such as publishers.

Subscriptions

Details regarding the subscription or plan are available on the Site at the time of purchase. 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. These charges to your credit card or debits to your bank account will be made to the payment method chosen by you.

Pausing your subscription does not cancel it. Your subscription will continue to automatically renew after being unpaused. **THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED BILLING CYCLES UNDER THE APPLICABLE SUBSCRIPTION PLAN. AMOUNTS FOR FUTURE PREPAID UNUSED BILLING CYCLES MAY RESULT IN A PRORATED REFUND OF THE UNUSED BILLING CYCLES, WHICH SHALL BE DETERMINED IN INDEED’S SOLE DISCRETION.** Following any cancellation, however, you will continue to have access to the service through the end of your current billing period.

Billing Policies

Invoices may be provided to you via electronic mail, unless otherwise specified by Indeed. 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. You waive all claims relating to charges unless claimed within 120 days after the charge (this does not affect your credit card or bank account dispute rights).

Any credit card, bank account information, 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, for the purposes of verifying your account, 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 may obtain updated payment information for credit and debit cards through payment card networks, card issuers or other third party sources. Indeed may use the updated card and bank account information to charge amounts you owe. Indeed shall not be liable for any use or disclosure of such information by such third parties. If your Indeed account has a credit card or bank account on file for one Indeed service, we will charge that same payment method for other purchases unless otherwise indicated by you.

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 account has a credit card or other payment method on file, such as bank account information for ACH payment, Indeed may charge that payment method for any products or services you order, and for any other outstanding payments, including to correct billing errors.

Currency

If you are located in the United States, you shall pay all charges in US dollars. If your billing address is in India, you shall pay all charges in Indian Rupees. If your billing address is in Brazil, you shall pay all charges in Brazilian Reais. If your billing address is in the [Asia-Pacific Region](#)\*, you shall pay all charges in Singapore Dollars, Australian Dollars, Japanese Yen, or 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, Mexican Pesos, or Japanese Yen. This choice of currencies is subject to Indeed’s approval, which may be withheld in Indeed’s sole discretion.

Taxes

Charges are exclusive of all taxes and 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. All withholding tax remittances to the government are your sole responsibility and Indeed shall have no liability whatsoever therefor. If you are in Japan, Japanese consumption tax will apply on the import of all Indeed products and services.

Refunds

Except as otherwise provided in this Agreement, Indeed may offer refunds for Indeed services for a period of four (4) months from the date of purchase. Notwithstanding the foregoing, Indeed will not provide refunds in case of abuse of our policies, and any and all refunds are ultimately at the sole discretion of Indeed.

You agree to pay (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 late payments.

9. Other Services

**Indeed Apps.** “Indeed Apps” means our downloadable applications available in device application marketplaces, such as the Indeed Job Search, Indeed Resume Search, Indeed Employer, and Indeed Job Spotter. This Agreement applies to your use of any Indeed App. The legal entity responsible for the Indeed App is the one specified in this Agreement, even if the entity identified as the developer on an application marketplace is Indeed, Inc.

If you allow an Indeed App to use your device’s location service, the Indeed App may collect information based on your device’s geographic location. Some location data is linked to your account (for example, “coarse” location data collected by an iOS app). Other location data the Indeed Apps collect is not linked to your account (for example, “precise” location data collected by an iOS app) but is still used by Indeed.

**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.

**E-Signature.** The Site may offer e-signature options, which may be 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 are signing, and your e-signature will have the same force and effect as a manual 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.



**Beta Program.** Indeed may offer beta products or features on our Site, identified by the word “Beta” or “Test” (“Beta Products”). Beta Products 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 at any time without prior notice to you.

ANY BETA PRODUCT IS IN TESTING PHASE AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND IS BELIEVED TO CONTAIN DEFECTS. A PRIMARY PURPOSE OF TESTING A BETA PRODUCT IS TO OBTAIN FEEDBACK ON 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.

If you have been invited to test a Beta Product, you agree that, unless otherwise specifically provided herein or agreed by Indeed in writing, any Beta Product constitutes confidential proprietary information of Indeed. You shall permit only authorized users to access the Beta Product. You agree not to transfer, copy, or disclose such confidential information without the prior written consent of Indeed.

**Algorithmic Content.** Indeed may make available content created in whole or in part by an algorithm (including “artificial intelligence” and machine learning algorithms), which may be generated in response to information you provide through the Site (“Algorithmic Content”). Algorithmic Content is a Beta Product under this Agreement. You agree that Indeed is not the author of Algorithmic Content, which may be provided by a third party. **Algorithmic Content is provided “as is” and** Indeed makes no warranty that Algorithmic Content is appropriate, accurate, inoffensive, unbiased, non-infringing, legal, or safe, and disclaims all liability for Algorithmic Content.

Use of Algorithmic Content is entirely at your own risk. By generating or using Algorithmic Content (for example, by providing content to the Site for the purpose of generating Algorithmic Content, or by adding Algorithmic Content to a job description or resume), you adopt, confirm, and ratify it. You agree to take full responsibility for the Algorithmic Content and its use or misuse, including any inaccuracies, non-compliance with these Terms or the Site Rules, and any harm caused to you or anyone else. You agree to defend and indemnify Indeed from any claim arising from your generation or use of Algorithmic Content.

## 10. 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](#) and [OnGuard Online](#). Indeed does not endorse any of the products or services listed on such sites.

## 11. Use of Site by Minors

Generally, the Site is only for use by people aged 16 or over. However, some jurisdictions might have different restrictions as outlined below. In all jurisdictions, if you are under the legal age of majority in your jurisdiction, you must use the Sites under the supervision of your parent, legal guardian, or responsible adult, even if your age is above the Indeed permitted use age for that jurisdiction. By accessing the Site from anywhere, you represent and warrant that your age is above the Indeed age restrictions in your jurisdiction (e.g. over 16 in the United States, and over 18 in EEA). We adopt a range of measures to try to ensure that no information is knowingly solicited from individuals who do not meet the minimum age or any other applicable age requirements.

If we learn that an individual who does not meet the minimum age requirement has used the Site or provided personal information through the Site, we will restrict access to, or close their account, and remove that information from our systems.

- Japan: the Site is only for use by those who meet the permitted minimum age under Japanese law for Indeed to lawfully provide you with use of the Site.
- EEA, Switzerland, UK, Turkey, and Ukraine: As of February 1 2024, access to the Site is restricted to individuals who are 18 years of age or older.

## 12. Questions or Complaints

If you have a question or complaint regarding the Site, please use our [Indeed Help Center](#). The Indeed Help Center is an External Site provided by Zendesk and subject to the [Zendesk cookie policy](#). **Do not include credit card, bank account or other sensitive information in your e-mail correspondence with us.** Please note that communications within Zendesk will not necessarily be secure.

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

### 13. Disclaimer of Warranties

The Site may become unavailable in whole or in part at any time without notice. The Site may rely on third parties to provide services to Indeed, such as data hosting or processing vendors, and the Site could unexpectedly malfunction or become unavailable as a result.

To the fullest extent permitted by law, Indeed disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, operability or availability of information or material displayed in or linked from the Indeed search results (including Jobs Listings) or otherwise made available on the Site by Indeed or third parties (including User Content), regardless of whether paid for or used for free. Indeed disclaims any responsibility or liability for the accuracy, content, completeness or reliability of information provided by Indeed for informational purposes only, including but not limited to, Indeed Analytics data like estimated applies or organic traffic, and salary information, or information that may come from a third party. You acknowledge you are not paying Indeed for the aforementioned information. Indeed disclaims any responsibility for the deletion, failure to store, mis-delivery, or untimely delivery of any information, emails, attachments or material (including User Content). Indeed does not guarantee that the Site will always be error free, safe, or secure. Indeed further disclaims any responsibility for any harm resulting from downloading or accessing any information or material on the Site or on other sites or services on the Internet accessed through the Site. Under no circumstances shall Indeed be liable to you or any third party on account of your use or misuse of or reliance on the Site. Additionally, under no circumstances shall Indeed be liable to you or any third party on account of your use or misuse of or reliance on any third party site or service you link to from Indeed's Site.

Indeed further disclaims all liability for any technical malfunction of the Site, including but not limited to failure of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email delivery (including attachments), account login, or any other Services provided by Indeed as a result of technical problems or traffic congestion on the Internet or any third party website (including but not limited to Applicant Tracking Systems (ATSs)) or combination thereof, 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 using or downloading any Content in connection with the Site or Services. Under no circumstances will Indeed be responsible for any loss or damage to any content or personal injury or death, resulting from anyone's use of the Site, Services, User Content, or third party applications, websites, software or content posted on or through the Site or transmitted to users or any interactions between users of the Site or Services, whether online or offline.

Indeed reserves the right to limit or terminate any and all Services and/or access to the Site in specific countries or regions, at any time, due to, or during, times of war, political upheaval or uncertainty, epidemic, pandemic, riot, insurrection, national or regional emergency, terrorism or threat thereof, or civil disorder.

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 or pandemics, 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.

THE SITE, AND ALL CONTENT, PRODUCTS, FEATURES AND SERVICES AVAILABLE ON OR THROUGH THE SITE ARE PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED. YOU USE INDEED AND THE SITE AT YOUR OWN RISK. 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, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, TITLE, SERVICE QUALITY, AND THAT THE SITE AND SERVICES PROVIDED WILL BE UNINTERRUPTED, ERROR FREE, SAFE, OR SECURE. TO THE FULLEST EXTENT PERMITTED BY LAW, INDEED AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, DISCLAIM ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SITE, AND ALL CONTENT, PRODUCTS, FEATURES AND SERVICES AVAILABLE ON OR THROUGH THE SITE. TO THE FULLEST EXTENT PERMITTED BY LAW, INDEED AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, DISCLAIM ANY WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SITE OR RECEIVED THROUGH ANY LINKS MADE AVAILABLE BY INDEED. INDEED IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.



YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIAL OR DATA THROUGH THE USE OF THE SITE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM DOWNLOADING OR OBTAINING ANY SUCH MATERIAL OR DATA.

#### **14. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL INDEED OR ITS AFFILIATES, OR ITS OR THEIR THIRD-PARTY LICENSORS, BE LIABLE TO ANY PERSON ON ACCOUNT OF THAT PERSON'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 OR ANY LOSS OF PROFITS, REVENUE, INTEREST, GOODWILL, LOSS OR CORRUPTION OF DATA OR ANY LOSS OF OR INTERRUPTION TO THE USER'S BUSINESS, 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 TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA, AND 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.

If you are resident or located in Germany, the limitation of liability as set out above in this section shall be replaced in its entirety by the following:

Indeed's obligation to pay damages shall be limited as follows:

- (a) For damages caused by a breach of a material contractual obligation, Indeed shall only be liable up to the amount of the typically foreseeable damage at the time of entering into the contract; Indeed shall not be liable for damages caused by a breach of non-material contractual obligations.
- (b) The limitation as set out above under (a) shall not apply to damages caused intentionally or by gross negligence, culpably caused personal injuries nor to any liability under the German Product Liability Act and in case of any further mandatory liability. Furthermore, it shall not apply if and to the extent Indeed has assumed a guarantee.

If you are a Job Seeker located in Japan and subject to the Consumer Contract Act of Japan, and this Agreement constitutes a consumer contract within the meaning of the Consumer Contract Act of Japan, the limitation of liability as set out in this Agreement shall not apply to:

- (a) Full exemption from liability of Indeed or its affiliates, or its or their third-party licensors, to Job Seekers for damages arising from or related to use of the Site.
- (b) The partial exemption from liability of Indeed or its affiliates, or its or their third-party licensors, to Job Seekers for damages caused by a willful misconduct or gross negligence arising from or related to use of the Site.

#### **15. 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, Indeed Tower 200 West 6th Street, Floor 36, Austin, TX 78701, 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](#) via our Site [contact form](#).

**16. Reservation of Rights**

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.

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.

**17. Miscellaneous**

This Agreement constitutes the entire agreement between you and Indeed, and supersedes and replaces all prior or contemporaneous representations, understandings, and agreements, written or oral. If the Job Seeker Terms, Employer Terms, or Publisher Terms apply to your use of the Site, those terms shall control in the event of an inconsistency or conflict with these Terms of Service for All Users.

Each provision of this Agreement is a separately enforceable provision. If any provision of this Agreement is determined to be unenforceable, it shall be reformed to the extent necessary in order for this Agreement to remain in effect.

This Agreement cannot be modified or amended, except by a document signed by an authorized representative of each party. Your use of our Site through an agency or reseller arrangement does not exempt you from these Agreement terms. Written or phone communication between you and an Indeed employee is not a modification or amendment of this Agreement.

Any notices to Indeed must be sent to the applicable Indeed entity identified above via certified first class or air mail or overnight courier, and are deemed given upon receipt. 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 posted to your account 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. 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, it is solely as an information service provider.

Indeed does not act as an employment agency by providing the Site or its tools. Except as otherwise agreed to in writing, nothing in the terms should be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationships between us and third parties. Any references to such third parties as “partner” does not indicate that such party has any authority to bind us to any agreements or representations on our behalf without our prior written consent.

“Including” means “including without limitation.”

**18. Governing Law and Dispute Resolution**

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 Texas, United States. The courts located in Austin, Texas, United States, shall have exclusive jurisdiction of any disputes.



Despite the application of Travis County, Texas law, if you are a consumer resident in the EU, you also enjoy the protection of the mandatory provisions of the law of the country in which you have your habitual residence. The application of mandatory provisions limiting the choice of law and in particular the application of mandatory laws of the country in which you have your habitual residence, such as consumer protection laws, shall remain unaffected.

19. Patent Disclosure

Certain elements of the Site and/or Indeed Apps are licensed pursuant to one or more of the United States patents described [here](#).

Indeed Products Terms of Service

Last Updated: December 10, 2023

Indeed Ads Program Terms

You use the Ads Program when you advertise with Indeed by posting, providing, submitting, using, editing, claiming, or paying for any advertisement (“Ad”) for publication on or through Indeed. Ads may be posted directly via the Site, or via campaigns, XML feeds, APIs, ATS integrations, requests to index Ads from elsewhere, or by otherwise identifying an Ad or making it available to Indeed. By posting Ads and using the Ads Program, you agree to the [Indeed Terms of Service](#)(the “Agreement”), including these Indeed Ads Program Terms (“IAP Terms”).

Indeed may update the Ads Program or these IAP Terms at any time without liability, and your use of the Ads Program after notice that these IAP Terms have changed indicates acceptance of the updated IAP Terms.

1. Ad Publishing

Ads may promote job listings of open employment positions (“Jobs” or “Job Ads”), hiring events or job fairs, both online or in-person (“Indeed Hiring Events”), or an Employer’s workplace generally (“Employer Branding Ads”). Ads are User Content under the Agreement, and you are granting Indeed, its affiliates, and sublicensees a license to use your Ads and associated data, and to display, publish, reformat, display a snippet or portion of, and host (but not change the content of) your Ads in any way Indeed or its affiliates or sublicensees see fit, including due to technical limitations. (Employers located in Japan: you agree that content moderation may result in the modification of your Job Ad.)

Ads may appear on any page, site, content, service, device, screen, app, or property chosen by Indeed in its sole discretion, whether provided by Indeed as part of the Site or Indeed Apps, or provided by a third party (“Other Sites”). Indeed has limited control over Other Sites, including their nature, content, appearance, and Ad display, and you accept any related risks of publication. Other Sites may collect or receive performance information about your Ad.

Target audience membership is based partly on information and criteria provided by the Employer, for example information provided in the Ad, but the composition of each target audience on the Site, and the frequency of publication to that audience, are determined by Indeed in its sole discretion. Indeed may have limited or no control over the display of Ads on Other Sites, including their audiences.

From time to time Indeed may add labels (such as “Urgent”, “Urgently Hiring”, “Ad”, “Paid”, “Promoted”, or “Sponsored”) when publishing an Ad. Indeed reserves the right to add, change, or remove labels at any time. Indeed may display an estimate of the compensation associated with any Job Ad. If you do not want an estimate to be shown, you must provide Indeed with the actual compensation.

Indeed does not guarantee reach, performance, placement, or distribution of Ads, all of which may vary depending on Indeed’s consideration of various factors, such as supply and demand, industry, type of role, and sponsorship. The distribution, placement, positioning, size, and location of Ads are determined by Indeed in its sole discretion. **You agree that Indeed has no obligation to accept, host, or publish your Ad.** That decision is entirely Indeed’s in its sole discretion. **Indeed may reject or remove any Ad for any or no reason without notice.** Indeed may also pause Ad campaigns without notice. For examples of why Job Ads from Employers may be rejected, refer to [Indeed Job Posting Standards](#).

Indeed further reserves the right to include or reject any or all Job Ads from a job board. Generally, job boards may only post Job Ads on their own behalf as an Employer. A job board may only post Job Ads on its clients’ behalf if they conform to the [Job Board Inclusion Guidelines](#), which also give examples of why Job Ads from job boards may be rejected. Attempts to violate the Guidelines may result in

limiting or disabling your account. The determination as to whether you are a job board is made by Indeed in its sole discretion, and such decision is binding. Indeed further reserves the right to reject any Job Ads which advertise staffing opportunities or platforms rather than jobs.

You acknowledge that inclusion of Ads that violate these IAP Terms or Indeed policies or standards may harm Indeed and its users. Although Indeed may indicate why an Ad has been removed, we cannot give every reason why, and we always retain the right to remove any Ad if we feel it is in the interest of users or Indeed. The Indeed team responsible for maintaining the quality of the Site is independent, and its decisions are final and not subject to review.

To post a Job Ad at no additional cost, post it through the Site without setting a budget, or otherwise decline the option to sponsor. However, please note that Indeed may require an Ad to be sponsored, or limit the number of free Ads you are allowed to post at a given time, for any or no reason in Indeed's sole discretion, including to benefit Job Seekers, to verify the legitimacy of the Ad or the Employer, to prevent abuse of the free to post system, or to improve the Site. For example, sponsorship may be required for identical jobs posted in multiple locations, jobs re-posted after an initial time period, jobs posted with a confidential or generic company name, jobs that are commission-only, hard-to-fill jobs, or jobs posted by a staffing agency, recruitment process outsourcer, or other recruitment-based company. Indeed Hiring Events may also require a minimum Ad budget.

Performance, cost, budget, and other data related to your unclaimed indexed Job Ad on the Site is available to anyone who claims the Job Ad or feed. It is your responsibility to claim your Job Ads and feeds, and to alert Indeed in case of an inaccuracy.

**Employer Branding Ads**, formerly known as **Indeed Targeted Ads**. Employer Branding Ads may be sponsored (generally Pay Per Impression), and Indeed may in its sole discretion include Employer Branding Ads at no additional cost when you sponsor a Job Ad. Employer Branding Ads are also provided on the Glassdoor platform, and subject to the [Glassdoor Terms of Use](#), except that these IAP Terms will govern in the event of a conflict. By using Employer Branding Ads, you agree to the [Glassdoor Terms of Use](#).

**Indeed Hiring Events**. When you post an Indeed Hiring Event, you are asking Indeed to manage the Ad campaign, distributing its budget among our different pricing models in our sole discretion. You will be charged in accordance with the selected pricing model(s) and any applicable subscription fee. Posting an Indeed Hiring Event may require a minimum advertising budget. You are also asking Indeed to send emails or text messages related to your event to users who RSVP to your event, such as in case of event cancellation, though delivery is not guaranteed.

You are solely responsible for all aspects of your hiring event, whether participating or hosting, including your Ad and hiring process, the event's timing, location, accessibility, security, and attendance, signage, documentation, reviewing Job Seeker qualifications, verifying information, screening applicants, and responding to requests for accommodation.

**Tracking Pixels**. Indeed may permit you to include tracking pixels in Ads. This functionality is provided solely as a courtesy, and Indeed may disable any tracking pixel at any time. Indeed provides no warranty regarding the proper functioning of a pixel, any numbers reported, or that use of a pixel would be error-free. You are advised not to rely on the pixel. Tracking pixels are for convenience only, and may not be used to profile users, for behavioral analytics, or to dispute Indeed's advertising charges. You are solely responsible for your tracking pixels, and Indeed disclaims all liability related to such use. You agree to comply with all applicable laws, including applicable privacy and data protection laws, and to defend and indemnify Indeed from any claim arising from your use of tracking pixels.

**Integrations**. Indeed may support or offer functionality by which an Employer may monitor progress through parts of their hiring process, such as a conversion tracker or ATS integration ("Integrations"). Integrations send data to Indeed about applications originating on Indeed, including completion of an application, contacts, interviews, and hiring decisions. This data is User Content under the Agreement. Any connections to an Indeed API are subject to the API Terms in the Agreement.

Integrations are 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 Integrations. Your installation and use of an Integration must be in accordance with all applicable laws, including providing any necessary disclosures and obtaining any necessary consent or agreement.

## 2. Ad Sponsorship

An Ad can be sponsored using tools on the Site or an integration with Indeed such as your ATS, or through a campaign, including Sponsored Jobs. "Sponsor" means you are paying Indeed to advertise and publish the Ad, and you are requesting that Indeed manage your Ad campaign using automated tools for Ad placement and bid optimization, for exposure and visibility on the Site and Other Sites. This management is in Indeed's sole discretion and is provided without warranty as to placement or visibility of any Ad. **Sponsorship is not a guarantee that the Ad will be published at any particular time or place, or displayed more prominently or frequently than other Ads.** Sponsorship means Indeed exercising its judgment and discretion in publishing the Ad, to achieve what Indeed determines is the most appropriate visibility for the Ad and budget.



The price to sponsor an Ad is measured by user activity, such as impressions, clicks, Started RSVPs, RSVPs, Started Applications, or Applications. You are not buying these clicks or other actions themselves; they are only different ways to measure the advertising service Indeed provides.

Prices vary based on many factors, including supply and demand of Ads, impressions, clicks, Started RSVPs, RSVPs, Started Applications, Applications, internet traffic, time of day or year, job title, and job location. **Charges are solely based on Indeed’s measurements of user activity, including impressions, clicks, Started RSVPs, RSVPs, Started Applications, or Applications. Indeed’s measurements of such activity shall be binding.** Indeed’s measurements may include and rely on data from third parties, including vendors and Other Sites, over which Indeed has limited control or knowledge.

**You agree that Indeed has no obligation to accept, host, or publish your Ad.** That decision is entirely Indeed’s in its sole discretion, regardless of sponsorship. **Indeed may reject or remove any Ad for any or no reason without notice.** Once removed, an Ad does not receive impressions, clicks, Started RSVPs, RSVPs, Started Applications, or Applications.

3. Budget and Pricing Models

Ad campaigns can be sponsored under different pricing models, described below. Each sponsored Ad will incur a charge upon the associated user action, until its budget is depleted or you pause or close the Ad. For example, one Job Ad campaign may be charged per click, while another campaign may be charged per Application. This activity may happen on the Site, Indeed Apps, or Other Sites.

Pricing is indicated on the Site or an Insertion Order. When you start, edit, or change a sponsored Job Ad campaign or plan, the pricing models available to you may vary. Indeed reserves the right to offer different pricing models at different times in different circumstances, in limited quantities, in limited locations, and for a limited time, or to set any pricing model as default. Prices and pricing models may vary between different Ads, or between the same Ad posted at different times or locations (such as when a campaign is closed and later reopened). If you do not select a pricing model for a sponsored Ad campaign, Indeed may select one.

It is your responsibility to monitor your Ad campaigns, select the appropriate pricing model and budget for each campaign, and manage their budgets. **You can pause, unpause, or close your Ad campaign at any time.** A budget or spending limit you set for one Ad campaign is for that type of campaign only, and does not limit how much you will spend on other campaigns or other services. For example, the budget and limits for Pay Per Application campaigns will not apply to a Pay Per Click campaign. **If your written Insertion Order does not contain an end date, your campaign will run, and you will continue to be billed, until you contact Indeed to cancel.**

Indeed may provide budget recommendations and performance estimates for a given budget (such as expected visibility or clicks), or other predictions related to your Ad. This data is provided “as is,” without warranty, and does not guarantee performance or visibility, or interaction with your Ad or job.

Pricing Models

**Pay Per Impression.** You will be charged based on impression count. An impression generally occurs when your Ad appears on a page or screen which has been presented to a user. Delivery of an impression does not guarantee any level of viewership of your Ad or interaction with your job. Impression data may rely on third parties like Other Sites, who may measure impressions differently from each other. **Charges are solely based on Indeed’s impression measurements. Indeed’s impression count shall be binding.**

**Pay Per Click,** also known as **Daily Budget.** You will be charged based on click count. Clicks can be on Ads or on other content such as messages and notifications. Your dashboard will reflect the total click count. **Charges are solely based on Indeed’s click count. Indeed’s click count shall be binding.**

**Pay Per Started RSVP.** You will be charged when a user takes the first step to RSVP to your Hiring Event (a “Started RSVP”), including clicking on a button or link to start or continue an RSVP. A Started RSVP is considered complete even if the user does not proceed further, and does not guarantee they will complete an RSVP or attend a Hiring Event. **Charges are solely based on Indeed’s Started RSVP measurements. Indeed’s Started RSVP count shall be binding.**

**Pay Per RSVP.** You will be charged for each RSVP to your Hiring Event. An RSVP is defined as a user completing the online RSVP form agreeing to attend your Event. An RSVP does not guarantee that a Job Seeker will attend your Event. **Charges are solely based on Indeed’s RSVP measurements. Indeed’s RSVP count shall be binding.**

**Pay Per Started Application.** You will be charged when a user takes the first step of applying to your job (a “Started Application”). A Started Application includes: 1) a click on a button or link to start or continue an application; 2) interacting with a chatbot, QR code, or other method to start or continue an application; and 3) a click on a button or link to schedule an interview. A Started Application is considered complete even if the user does not proceed further, and does not guarantee they will complete an application. **Charges are solely based on Indeed’s Started Application measurements. Indeed’s Started Application count shall be binding.**

**Pay Per Application. NOTICE: The Pay Per Application pricing model is offered on a limited basis and for a limited time, and it will no longer be available starting on December 4, 2024. You agree that on January 15, 2024, Indeed will pause any of your Job Ads still using the Pay Per Application pricing method and those paused Job Ads will not be visible on the Site.** To maintain Job Ad visibility on the Site, you may reopen your paused Job Ad for free or reopen and sponsor your Job Ad under an available pricing model (such as Daily Budget). With Pay Per Application, you will be charged for each Application for your Ad, according to the price on the Site. An Application is defined in different ways below, depending on the options available to you on the Site. Indeed does not verify or confirm Application content. A completed Application does not necessarily mean completion of all requested steps or processes such as Assessments. **To limit your charges, you must specify an Application limit for your Ad, or manually pause or close your Ad.** If you do not specify a limit, your Ad will be automatically paused when it reaches \$1,000 in Application charges. **Editing a Pay Per Application campaign may change the price for new Applications.** Indeed may, from time to time and in its sole discretion, waive the charge for an Application (for example, if an Application does not meet a requirement specified in your Job Ad), impose or waive limits on Applications to a given job, or impose or waive limits to the number of Application rejections that are not charged. Such decisions and waivers should not be taken as opinions about any Application or Job Seeker. Those Applications will still be available in your dashboard for your review.

Pay Per Application Campaign Options:

- 1) An Application is complete when an application to your job is delivered by Indeed on the Site.
- 2) An Application is complete when an application to your job is delivered by Indeed on the Site with responses meeting your “deal breaker” qualification questions.
- 3) An Application is complete when an application to your job is delivered by Indeed on the Site and you do not reject it within the time frame you selected. Application counts on your dashboard are updated only after the specified time frame for an application. This feature is intended to help you avoid a charge for an Application that does not meet your specified job requirements. You agree to only use this feature as intended. To prevent abuse of this feature, Indeed in its sole discretion may revoke the availability of this feature, impose limits on its use, no longer offer the Pay Per Application pricing model for your Job Ads, or take other measures. If you reject the application but contact the Job Seeker, Indeed reserves the right to charge you for that Application. Indeed further reserves the right to seek payment upon discovery that you have continued conversations with, or hired, a Job Seeker you rejected on the Site.

**Flat Fee.** You will be charged a flat fee (plus applicable taxes) to sponsor a Job Ad. The Job Ad will be sponsored over a specified time period (default 30 days) or estimated range of Applications. This range is an estimate only, and not a guarantee. The Job Ad will close either at the end of the time period or when you receive the specified range of Applications, whichever comes first. The budget cannot be changed after you submit billing information. Once paid, the flat fee is not refundable even if you pause or close your Ad early or if you receive fewer Applications than expected. Flat fee sponsorship is not transferable.

4. Billing and Payment

Indeed may charge the credit card, or bank account information on file for your account. 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 Ad. If you previously sponsored Pay Per Click Ads on the same account, you may also be charged once your Job Ad campaign spends \$25.00. For an Ad campaign, or the purchase of products or services of more than \$500 per month, you may be charged multiple times a month. If you do not provide a payment method for a Sponsored Job campaign, the campaign will not begin and your Ad will not be visible, though Indeed may in its sole discretion remove the budget and post the Ad with organic visibility.

Invoices may be provided to you via electronic mail. Your payment must be in accordance with the Payment section in the Terms for All Users section of the Agreement. You waive all claims relating to charges unless claimed within 120 days after the charge (this does not affect your credit card issuer rights). You are responsible for paying all expenses and attorney fees Indeed incurs collecting late amounts. Refunds (if any) are in accordance with the Refunds section in the Terms for All Users section of the Agreement. If you are removed from Indeed, but have previously spent on Indeed, you are not entitled to a refund of previously spent amounts.

Charges are exclusive of all taxes, including VAT. You are responsible for all taxes and government charges as applicable and appropriate. All withholding tax remittances to the government are your sole responsibility and Indeed shall have no liability whatsoever therefor. (If you are in Japan, Japanese consumption tax will apply on the import of all Indeed services.)

Your credit card, bank account, and related billing and payment information may be shared by Indeed with companies who work on Indeed’s behalf, such as payment processors or credit agencies, 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.

5. Conditions and Prohibited Uses



Your use of the Ads Program is permitted on the condition that you adhere to all applicable Indeed terms and policies, including these IAP Terms, the Agreement, the Site Rules, Privacy Policy, and instructions on the Site and Indeed Apps. Violation may result in restrictions on your account, termination of your account and the Agreement, and legal penalties and consequences. Indeed terms and policies may be modified at any time.

You are responsible for all information you provide or request that Indeed publish, whether through the Site or otherwise, and whether generated by or for you, in any medium, including text, image, mark, logo, video, or audio, all which is considered User Content under the Agreement. Indeed relies on the accuracy of the information you provide. You must notify Indeed immediately if you notice any inaccuracy.

You accept sole responsibility for: (a) User Content provided by, attributable to, or associated with you, including Ad content, job descriptions, screener questions, and target URLs; (b) websites reachable from target URLs or your Ad; and (c) ensuring that your use of the Ads Program, the Site, and Indeed Apps are lawful and will not cause Indeed to violate any applicable law. Indeed’s publication of your Ad, or reformatting or addition of labels during publication (such as “Powered by Indeed”) does not alter your responsibility.

You represent and warrant that: (i) you have the right and authority to use the Program, including to provide or claim your Ads and job feed; (ii) all information you provide (through the Site or otherwise) is true, correct, and current; (iii) you hold and grant Indeed, its affiliates, and sublicensees all rights to use, copy, distribute, and display your User Content; and (iv) such use and websites linked from your Ads will not violate or encourage violation of any applicable law.

You shall not cause, authorize, or contribute to: (1) automated, fraudulent or otherwise invalid Site activity such as impressions, clicks, Started RSVPs, RSVPs, Started Applications, or Applications; (2) manipulation of Ad placement, bidding, or any other part of the Site or Indeed Apps; (3) inaccurate reporting of any measurements of user activity including applications; (4) circumventing charges you owe to Indeed, such as by preventing the reporting of an application; (5) advertisement of goods or services through Indeed; or (6) anything unlawful or fraudulent. Indeed reserves the right in its sole discretion to terminate accounts suspected of such activity without notice, and to take corresponding legal action.

**Indeed may choose not to accept any Ads for any or no reason.Indeed further reserves the right to disable or terminate any Employer’s account, for any or no reason, without notice.** Although Indeed may provide information related to our decision-making process, we cannot give every reason why an account may be terminated or an Ad may be removed. The Indeed team responsible for maintaining the quality of the Site is independent, and its decisions are final and not subject to review.

**6. Disclaimer and Limitation of Liability**

THE ADS PROGRAM, THE SITE, AND INDEED APPS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. INDEED AND ITS AFFILIATES, AND ITS AND THEIR LICENSORS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION FOR TITLE, NON-INFRINGEMENT, SERVICE QUALITY, MERCHANTABILITY, AND FITNESS FOR ANY PURPOSE. YOU USE THE ADS PROGRAM, THE SITE, AND INDEED APPS AT YOUR OWN RISK. INDEED DOES NOT GUARANTEE THAT THE ADS PROGRAM, THE SITE, OR INDEED APPS WILL ALWAYS BE UNINTERRUPTED, ERROR FREE, SAFE, OR SECURE. INDEED DISCLAIMS ALL LIABILITY WITH REGARD TO OTHER SITES.

Indeed and its affiliates, and its and their licensors, disclaim all guarantees regarding positioning, accuracy, or the levels or timing of: (a) costs of advertising, whether measured by impressions, clicks, Started RSVPs, RSVPs, Started Applications, Applications, or otherwise; (b) delivery or rates of impressions, clicks, Started RSVPs, RSVPs, Started Applications, or Applications (including any estimates on the Site or an Insertion Order); (c) reach, performance, placement, distribution, or conversion of Ads; (d) accuracy or success of Ad targeting or the size or composition of any audience, or the ability or inability of any person to view an Ad; (e) the interest level or qualification of anyone who interacts with your Ad, Hiring Event, or job; and (f) attendance at a job interview, Hiring Event, or job.

CLICKS AND OTHER USER ACTIVITY ARE ANONYMOUS, AND INDEED HAS NO RESPONSIBILITY FOR CONFIRMING A USER’S IDENTITY. USER ACTIVITY SUCH AS AN IMPRESSION, CLICK, STARTED RSVP, RSVP, STARTED APPLICATION, OR APPLICATION IS NOT A GUARANTEE OF INTEREST IN YOUR AD OR JOB. INDEED IS NOT RESPONSIBLE FOR CLICK FRAUD, FRAUDULENT LEADS, TECHNOLOGICAL ISSUES, OR OTHER POTENTIALLY INVALID ACTIVITY BY THIRD PARTIES THAT MAY AFFECT THE COST OF ADS.

EXCEPT FOR AMOUNTS PAYABLE PURSUANT TO SECTION 8 HEREUNDER, AND FOR ANY BREACH BY YOU OF SECTIONS 3, 4, OR 5, TO THE FULLEST EXTENT PERMITTED BY LAW: (i) 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 (ii) 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 ADS GIVING RISE TO THE CLAIM.

**7. Cancellation**

You may cancel an Ad or campaign at any time. Cancellation is generally effective within 24 hours. You are responsible to pay for all advertising prior to cancellation, as well as any agreed-upon platform fee. Indeed may notify Job Seekers if you cancel a Hiring Event.

Indeed may cancel or terminate the Ads Program or these IAP Terms at any time. Sections 5, 6, and 8 will survive any expiration, cancellation, or termination of these IAP Terms

## 8. Indemnification

You shall indemnify, defend and hold harmless Indeed, its agents, affiliates, licensors, partners, and publishers (including Other Sites) from any claim or liability (including legal fees) arising out of your Ads Program use, Ads, User Content, screening or screener questions, Hiring Event, use of the Site or Indeed Apps, use of a tracking pixel or Integration, any information or data you provide, your hiring process, or breach of the Agreement or 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](#) (the “Agreement”), and apply to any Employer that accesses or uses the Indeed Resume Search offering, or that otherwise indicates its acceptance of these IRSP Terms. By agreeing to the IRSP Terms, you also agree to the [Indeed Terms of Service](#).

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 / Job Seeker 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 or plan purchase page, and on the FAQ and information page(s) for the country you are purchasing a subscription or plan for, any or all of which may be modified at any time. You agree and acknowledge that the Program pricing and offerings are subject to change. Purchasing additional subscriptions or plans, or modifying subscriptions or plans may reset the monthly billing date for subscriptions or plans associated with your account, resulting in pro rata charges to account for the new date. If you purchase a new plan in India during the duration of your current plan, the new plan will begin after your current plan ends. 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. Please note that contacts expire six months from the date of subscription purchase. Contacts that you receive via a special offer expire six months from the date you redeem that offer, unless otherwise stated in the offer. 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 a product or system will result in your immediate termination from the Program. In addition, as a feature of the IRSP, Indeed may send emails to Resume Owners on your behalf indicating that your Job Listing is potentially a match for their resume. In some circumstances, Indeed may limit the number and/or frequency of times you may contact a Resume Owner through the Site. For example, if you contact a Resume Owner, and the Resume Owner 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, read, or acted upon by any potential Resume Owner, or that any Resume Owner’s resume or information thereof 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.** Indeed does not allow its Program, including but not limited to, resume contact service to be used in a spam like manner, and you expressly agree not to use the Program service in such manner. Indeed defines “spam like manner” as sending requests for job positions to persons who are, as indicated by Indeed experience and/or Resume Owner behavior and reaction, unsuited for the role or who have indicated that such requests are unwanted. 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 or data mining 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. We may in our sole discretion place limits on your ability to run searches using Resume Search if we suspect that your use may adversely affect Indeed's system, you are using the Resume Search in a malicious or objectionable manner, or you have violated this Agreement. 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. Indeed may limit the number of devices each account is logged into. Each Resume subscription or plan is solely for the individual use of the person to whom it is assigned, and may not be shared with other users. If you have a plan in India, you agree that adding seats to the plan does not add additional contacts to the subscription plan; if you add a seat on a day after the subscription plan has started, the price you pay for that seat is prorated, however, the number of contacts remains unaffected. For plans in India, once the time period on your subscription plan expires, so will any remaining contacts; no unused contacts will carry over to your new plan.

**In the event phone numbers are provided by the Resume Owner in the resume, Indeed does not guarantee their validity and cannot confirm whether such numbers are landlines or cell phones. You agree to call Resume Owner regarding relevant job opportunities only. It is your sole responsibility to comply with all TCPA guidelines, as well as other laws against automated telephone dialling systems or laws governing phone or mobile communications in your applicable jurisdiction.**

Information contained in Resume Owner resumes is self-reported by Job Seekers, may be outdated or inaccurate, and is not verified by Indeed. Any filtering, sorting, matching, or ranking tools available to you as part of the Resume Search Program rely on this Job Seeker-provided information and/or information you provide to Indeed about your job requirements or preferences. The appearance of a given Job Seeker's resume in search results or as a match is not a guarantee that the Resume Owner has the attributes or experience you have selected or that they would be interested in a job. When you use the Program, Indeed does not guarantee that you will see desirable, or any, search results in response to each query or that you will see desirable, or any, daily matches. You are solely responsible for determining or verifying any Resume Owner provided information, including whether a Resume Owner / Job Seeker has a certain license, certification, or security clearance. **In a product on the Site, you may see a verification of a Job Seeker's skills, certifications, or other qualifications. Indeed does not guarantee the accuracy of such verifications or information, and you are solely responsible for verifying information on the Site.**

## 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.

Indeed reserves the right to cancel any subscription at any time and for any or no reason. Indeed may immediately cancel, update or modify the Program or these IRSP Terms in our sole discretion at any time without liability and your use of the Program after notice that the Program or these IRSP Terms have changed indicates acceptance of the updated IRSP Terms. Sections 1, 3, 4, 5 and 6 will survive any expiration or termination of these IRSP Terms.

## 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. FURTHER, 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 RESUME IS AVAILABLE OR VIEWABLE AT ANY PARTICULAR TIME, OR THAT ANY RESUME DESCRIBES AN APPLICANT'S SKILLS, QUALIFICATIONS, OR ABILITIES.

INDEED AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, EXPRESSLY DISCLAIM ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION FOR NON-INFRINGEMENT, TITLE, SERVICE QUALITY, 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 or plan and associated cost, and upon Indeed unpausing the subscription or plan, 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\\*](#), 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, Euro, UK Pounds, Canadian Dollars, Australian Dollars, Swiss Francs, Mexican Pesos, 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 120 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 OR 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, bank account, 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. Except for plans in India, if you purchase a subscription or plan, you acknowledge and agree that your subscription or plan will automatically renew and Indeed will charge you on a recurring basis until you cancel your subscription or plan and such cancellation goes into effect, which may not be until the next billing cycle. Pausing your subscription or plan 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 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, any phone call or text message you make to a recipient, and activities of any third party service provider you engage to facilitate your sourcing activities through the Program, such as an Applicant Tracking System (ATS).

**Indeed Assessments Terms**

These Indeed Assessments terms (“IA Terms”) form a part of, and are incorporated into, the [Indeed Terms of Service](#). By accessing or using Indeed Assessments as an Employer in any way, or by registering as an Employer on Indeed Assessments, or by otherwise accepting these IA Terms, you agree to these IA Terms and to the [Indeed Terms of Service](#) (the “Agreement”). 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, each disability is unique and 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 knowledge, skill, or ability. 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. You agree to use an Assessment in combination with other selection and hiring processes, and not as the sole measure of any candidate’s fitness for a job. You agree to use an Assessment to measure only those knowledge, skills or abilities and/or other characteristics that are 1) job-related and 2) required for a candidate’s first day on the job. 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 any Job 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, TITLE, SERVICE QUALITY, 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 (this includes any claims that Indeed as your agent violated any such 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 API Terms**

These Indeed API terms (“API Terms”) and any related documentation (“Documentation”), form a part of, and are incorporated into, the [Indeed Terms of Service](#), and apply to anyone who accesses or uses an Application Programming Interface created or maintained by Indeed (“API”), develops any application that communicates or interoperates with any API, the Site, or any Indeed service (“Application”), or who otherwise indicates acceptance of these API Terms. By accessing or using any API or Documentation or by

otherwise accepting these API Terms, you agree to these API terms and to the [Indeed Terms of Service](#) (the “Agreement”), including the terms associated with any Indeed service you are using, and all of Indeed’s policies, including the [Indeed Privacy Policy](#) and [Cookie Policy](#). 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 and disclosures regarding the services provided, method for charging) about Indeed’s products and services. By using an Application or Applicant Tracking System (“ATS”) via an 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 or ATS via an 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 an ATS via an API, such ATS may access, monitor, process, or analyze submitted information and behavioral data. If you, or anyone on your behalf, send or receive communication via API (including by sending or receiving communication to/from an email address aliased by Indeed and/or by using a different email address from the one associated with your account), you agree to the communication being processed, analyzed, reviewed, and stored, including via automated means, for data analysis, quality control, enforcement of the Sites’ rules and other Indeed policies, content moderation, and to improve the Site or any other Indeed product or service.

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, these API Terms, and any additional rules, guidelines, and policies made available by Indeed. Such additional rules, guidelines, or policies may be detailed in the Documentation (including in the [Indeed Developer Portal](#)), these API Terms, or otherwise communicated to you by Indeed. For example, by using the



Indeed Apply API in connection with your Job Listings, you agree not to require or otherwise burden a Job Seeker to submit a duplicate application through other means if that Job Seeker already applied to your Job Listing using Indeed Apply. You further agree to accurately describe to a Job Seeker what information and data you collect from and about that Job Seeker when they apply to your job using Indeed Apply, including how you handle and share such information and data. You also agree to honor a Job Seeker request for their information and data that you collect in connection with any API. Further, by using the Indeed Apply API, you agree to use HTTPS POST URL(s).

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 API terms, the Site Rules, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be made available to you by Indeed (including those stated in the [Indeed Developer Portal](#)); (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 and/or Job Seekers what user information you collect and how you use and share such information with Indeed and other third parties. You further agree to protect all such information in accordance with applicable laws, and not to access or use such information (especially personal data) except as required to provide Indeed services to an Employer through your Application.

If you use or access any Indeed API or Documentation to provide Indeed services to an Employer, you acknowledge and agree that you will not access personal data (as defined by applicable Data Protection law) to provide Indeed services to an Employer. However, if you have received personal data from Indeed that is not required to provide Indeed services to an Employer, you shall notify Indeed and return or destroy such personal data (as instructed by Indeed). Should you and Indeed agree that you will process personal data in connection with providing Indeed services, your general responsibilities (regarding the nature and purpose of access, security controls and protocols, international transfer of data, etc.) will be set forth in a Data Processing Addendum.

### **3. Access and API Key**

You agree to only access an API by the means described in its Documentation. To call or otherwise access or use an API, Indeed requires that you follow its registration and implementation process, including providing information about your Application and a current contact person with whom Indeed can communicate with about your Application or API access and use. Indeed requires 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, TITLE, SERVICE QUALITY, 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 UNINTERRUPTED, 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 Hiring Platform Terms

These Indeed Hiring Platform terms (“IHP Terms”) form part of, and are incorporated into the [Indeed Terms of Service](#), 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 IHP Terms. By accessing or using the Indeed Hiring Platform or related services or otherwise accepting these IHP Terms, you agree to these IHP Terms and to the [Indeed Terms of Service](#) (the “Agreement”), including the terms associated with any Indeed service you are using as part of the Indeed Hiring Platform.

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 (the “Program”). You understand that use of the Program 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 the Program 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 or Started 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 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 give them the opportunity to provide certain demographic information, such as race and ethnicity, gender, age, LGBTQ+ community membership, and disability status as well as whether they have an arrest or conviction record (“demographic data”). This Indeed demographic data survey is separate from any voluntary self-identification questions provided by Employers. By using the Program, you agree that Indeed may collect demographic data from Job Seekers applying to your job listing using Indeed’s demographic survey, and that Indeed may use the information from that survey to evaluate and improve our products. You further agree that you as an Employer have no ability, right, or entitlement to view or access demographic data collected via the Indeed demographic data survey pertaining to any Job Seeker or related to any employer by any means including civil

discovery, subpoena, or any other legal process 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.

Indeed may offer you the option to manage virtual and remote communications within Indeed products, including Indeed Interview, 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 and acknowledge that Indeed is not a telecommunications service provider. Indeed disclaims all warranties regarding the transmission of Virtual Interviews including phone or video communications. Indeed does not guarantee (1) the 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 for your Virtual Interview.

**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 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 IHP 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, TITLE, SERVICE QUALITY, 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 UNINTERRUPTED, 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 in any particular time, place, or manner, (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 IHP 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 IHP 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. 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, bank account information, or other payment method on file for the Indeed Ads Program or any other Indeed service, we will charge that same payment method 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, Mexican Pesos, 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 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 120 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.

You acknowledge and agree that any credit card, bank account, 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 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](#) to launch our Vulnerability Reward Program. Detailed rules and information about the scope of this bounty program are available on our [Bugcrowd page](#). 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](#) 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.

## Indeed Recruiter Extension Terms

These Indeed Recruiter Extension terms (“IRX Terms”) form a part of, and are incorporated into, the [Indeed Terms of Service](#), and apply to any Employer who accesses or uses the IRX Service (defined below), or who otherwise indicates its acceptance of these IRX Terms. By accessing or using the IRX Service or by otherwise accepting these IRX Terms, you agree to these IRX Terms and to the [Indeed Terms of Service](#) (the “Agreement”), including the [Terms of Service for Employers](#) and the [Indeed Products Terms of Service](#) associated with any other Indeed service or products you are accessing or using through the IRX Service.

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

### 1. The Indeed Recruiter Extension Service

Use of Indeed Recruiter Extension (“IRX”) service, whether provided in the form of a website, app, or browser extension (collectively the “IRX 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 IRX Service is available on a limited basis, in limited quantities, and in limited locations.

The IRX Service permits Employers to access certain Site features, products, and services from an Employer’s Applicant Tracking System (“ATS”). Such features include viewing Indeed hiring insights about the job that you are creating through your ATS and using Indeed Messaging to message job seekers directly from your browser. To provide its services, the IRX Service interacts with certain web pages (like pages within your Employer’s ATS) that an Employer visits. You control which pages the IRX Service can interact with and access. If you do not want the IRX Service to interact with or access certain web pages, do not permit the IRX Service access to those web pages. It is your sole responsibility to permit or deny the IRX Service access to web pages that you visit. You agree that when you use the IRX Service, Indeed collects, records, processes, analyzes, and stores any and all communications and interactions that you have with and through the IRX Service, and that Indeed may use vendors as an extension of the Site and the IRX Service to collect, record, process, analyze, and store this data. If you, or anyone on your behalf, send or receive communication via the IRX Service (including by sending or receiving communication to/from a job seeker), you agree to the communication being processed, analyzed, reviewed, and stored, including via automated means, for data analysis, quality control, enforcement of the Sites’ rules and other Indeed policies, content moderation, and to improve the IRX Service, the Site, or any other Indeed product or service.

The IRX Service may be provided in the form of a [Chrome extension](#). 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](#). 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 IRX Service is subject to Indeed’s [Privacy Policy](#). 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 IRX Integrations, and for ensuring all such access complies with applicable state, federal, and national laws and regulations.

### 3. Fees

IRX is currently free for Employers. Indeed may, in its sole discretion and at any time, end Employers’ free use of IRX and begin to charge Employers to use IRX 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 IRX 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 IRX Service in accordance with all applicable laws, rules, and regulations; c) your use of the IRX 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 IRX SERVICE AND THE SITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WITH RESPECT TO THE IRX 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, TITLE, SERVICE QUALITY, MERCHANTABILITY, AND FITNESS FOR ANY PURPOSE. YOU USE THE IRX SERVICE AND THE SITE AT YOUR OWN RISK. INDEED DOES NOT GUARANTEE THAT THE SITE OR THE IRX SERVICE WILL ALWAYS BE UNINTERRUPTED, 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 IRX 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 IRX 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 IRX Service, or any information you view, collect, or store through the IRX Service.

**7. Termination**

Indeed may suspend the IRX 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 Affiliate Acceptable Use Policy**

**Last Updated: July 14, 2023**

**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, Jobroll™, 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 data privacy, marketing or advertising laws. Indeed reserves the right, in its sole discretion, to determine whether to compensate any publisher for clicks that occur on their page; Indeed does not compensate for any clicks obtained by any other means, including but not limited to text messages. Unless otherwise agreed by Indeed in writing, Affiliates and Publishers agree that it shall not receive any monetary compensation, including commission payments and payments for clicks.

**2. Restricted Websites**

Program Elements may not be published on, or linked by Affiliates 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; (e) is in violation of any applicable law, or promotes any illegal goods, services or activities; (f) is in violation of the Site Rules or (g) 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) Website that is not directly controlled by Affiliate; or (d) 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, other than the provision of the job search results on Affiliate's website to the end users of that website that generated it; (i) 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 website 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 Ads.

#### **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, such as activities that fraudulently inflate the volume of impressions or clicks. Affiliates shall cooperate with Indeed in any corrective action that Indeed deems necessary to correct and prevent impermissible use of the Program Elements, such as providing Indeed with all information necessary to investigate the suspected violation.

#### **9. Modifications to this Policy**

Indeed may modify this AAUP at any time, without liability, as it deems appropriate in its sole discretion. Your use of Program Elements, after notice that this AAUP has changed indicates acceptance of the updated AAUP.



# Terms FAQ

For more information on Indeed’s Terms, please see our Indeed [Terms FAQ](#).

# AI and AEDT FAQ

For more information on “Automated Employment Decision Tools” and Indeed’s use of AI, please see our [AI and AEDT FAQ](#).

# Privacy Policy

We’ve moved this section to our Privacy Center. Please visit our Privacy Center to view [Indeed’s Privacy Policy](#).

# Cookie Policy

We’ve moved this section to our Privacy Center. Please visit our Privacy Center view [Indeed’s Cookie Policy](#).

Cookies Settings

Currently only available in the EU, Norway, Switzerland, UK, Brazil, and US.

# Your California Privacy Rights

We’ve moved this section to our [Privacy Center](#). Please visit our Privacy Center to view your California privacy rights.

# Privacy FAQ

For more information on Indeed’s approach to privacy, please visit our [Privacy FAQ](#).

# Data Processing Agreement

## Controller to Processor Data Processing Addendum

This Data Processing Addendum (“**Addendum**”) between You and the Indeed entity acting as Processor under Applicable Data Protection Law, is incorporated into our Terms of Service, and solely applies to limited situations where Indeed acts as a Processor of Client Personal Data on your behalf (as Controller).

You (or “**Client**”) and Indeed are referred to collectively as the “**Parties**,” and individually each as a “**Party**.”

### 1. Definitions

Words and expressions used in this Addendum but not defined herein shall have the meanings given to such words and expressions in the GDPR unless otherwise stated herein. Where the Applicable Data Protection Law gives means to such words and expressions that differ from the GDPR, then those meanings in the Applicable Data Protection Law shall apply instead for purposes of compliance with such Applicable Data Protection Law. The following definitions apply to this Addendum unless otherwise specified herein.

**Affiliate** means any entity that directly or indirectly controls, is controlled by, or is under common control with Indeed. “Control” for these purposes means having a majority of shares or the right and ability to direct management. This includes Indeed-affiliated entities located outside the EEA or Switzerland.

**Applicable Data Protection Law** means all laws, regulations, and other legal requirements relating to (i) privacy, data security, consumer protection, marketing, promotion, and text messaging, email, and other communications; (ii) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of Personal Data applicable to the processing of Client Personal Data under

the Agreement including but not limited to General Data Protection Regulation 2016/679 (“**GDPR**”), Federal Data Protection Act of 19 June 1992 (Switzerland), UK Data Protection Act 2018 and UK General Data Protection Regulation (UK GDPR), Japanese Act on the Protection of Personal Information (Act No. 57 of 2003 as amended in 2015) and any US state or federal laws or regulations pertaining to the collection, use, disclosure, security or protection of personal data, or to security breach notification, e.g. The California Consumer Privacy Act, as amended by the California Privacy Rights Act (together the “CCPA”); and binding guidance and / or codes of practice issued by a competent supervisory authority under applicable laws (as defined in the GDPR), or the European Data Protection Board.

**Business Contact Information** means the names, mailing addresses, email addresses, and phone numbers regarding the other Party’s employees, directors, vendors, agents and customers, maintained by a Party for business purposes as further described below.

**Client Personal Data** means Client-owned or controlled personal data provided by or on Your behalf to Indeed or an Indeed affiliate or subcontractor for processing under Applicable Data Protection Law pursuant to the Agreement. Unless prohibited by Applicable Data Protection Law, Client Personal Data shall not include information or data that is anonymized, aggregated, de-identified and/or compiled on a generic basis and which does not name or identify a specific person.

“**Controller**”, “**Consent**”, “**Processor**”, “**Sub-Processor**”, “**Data Subject**”, “**Personal Data**”, “**Processing**” or similar terms shall have the meaning given under Applicable Data Protection Law. For the avoidance of doubt, Processor includes without limitation, a “**Business**” as defined by the CCPA, “**Service Provider**” as defined by the CCPA, and “**business operator handling personal information**” as defined by the APPI. For the purposes of this Addendum Processor shall mean Indeed.

“**EU-US Data Privacy Framework (EU-U.S. DPF)**” means the EU-U.S. Data Privacy Framework Principles, including the Supplemental Principles and Annex I of the Principles issued by the US Department of Commerce effective July 10, 2023.

“**Self-certified and participating organization**” shall have the same meaning as prescribed under the EU-U.S DPF.

**Indeed** means the Indeed entity contracting with You in the context of the Agreement together with all relevant Affiliates.

**Personal Data Breach** means an actual, confirmed breach of security of Client Personal Data that results in the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to such Client Personal Data transmitted, stored or otherwise processed by a Party under the terms of the Agreement.

**Standard Contractual Clauses** means: (i) where the GDPR applies the contractual clauses annexed to the European Commission’s Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (the “**EU SCCs**”); (ii) where the UK GDPR applies, the applicable standard data protection clauses adopted pursuant to Article 46(2)(c) or (d) of the UK GDPR (the “**UK SCCs**”); and (iii) where the Swiss DPA applies, the applicable standard data protection clauses issued, approved or otherwise recognized by the Swiss Federal Data Protection and Information Commissioner (“**FDPIC**”)(the “**Swiss SCCs**”).

**Technical and Organizational Security measures** means those measures as set forth in Appendix B of this Addendum, aimed at protecting Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

**UK GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of Section 3 of the European Union (Withdrawal) Act 2018 and as amended by subsequent legislation.

**UK SCCs Addendum** means the standard contractual clauses addendum issued by the UK Secretary of State for the transfer of Personal Data outside the UK and any amendment or replacement of such standard contractual clauses pursuant to Article 46(5) of the GDPR

For purposes of this Addendum all references to “You”, “Your” or “Client” shall mean You, the individual or organization accessing the Indeed Site in your capacity as an Employer and the Controller and owner of Your Personal Data (as defined above).

2. **Representations and Warranties**

2.1 Each Party represents and warrants that it will comply with the requirements of Applicable Data Protection Law as applicable to such Party with respect to the processing of the Client Personal Data.

2.2 Each Party warrants and represents it has no reason to believe that the Data Protection Law prevents it from providing or receiving any services under the Agreement; and

2.3 Each Party warrants and represents it has the corporate power and capacity to perform its obligations under this Addendum

2.4 You represent and warrant to Indeed that:



2.4.1 You shall comply with and provide all of your obligations under this Addendum in accordance with best industry practice;

2.4.2 You have no reason to believe that Applicable Data Protection Law prevents You from entering into this Addendum or fulfilling any of Your obligations under this Agreement;

2.4.3 You have all necessary authorisations to enable or entitle You to enter into this Addendum, including but not limited to instructions, notices, licenses and consents, and that these have been obtained and are in full force and effect and will remain in such force and effect at all times during the subsistence of this Addendum;

2.4.4 You shall only provide processing instructions that are lawful and You shall have sole responsibility for the accuracy, quality, and legality of Client Personal Data and the means by which it was acquired;

2.4.5 neither the execution and delivery of this Addendum nor Your performance of any of Your obligations hereunder violates any (a) law to which You are subject; (b) judgment or order by which You are bound; (c) constitution or other equivalent constituting documents; or (d) other agreement or instrument which is binding on You or Your assets; and

2.5 Prior to transmitting Client Personal Data to Indeed, You shall inform Indeed of any requirements pertaining to the transmitted Client Personal Data.

2.6 Indeed represents and warrants to You that:

2.6.1 it will process the Client Personal Data (as set out in [Appendix A](#)) only in accordance with your documented processing instructions which may be given from time to time (including as set forth in the Agreement and this Addendum), save as otherwise required by law. The Parties agree that the Agreement and this Addendum, along with the Client's configuration of or any use of any settings, features, or options in the services (as the Client may be able to modify from time to time) constitute the Client's complete and final instructions to Indeed in relation to the processing of Client Personal Data (including for the purposes of the SCCs), and processing outside the scope of these instructions (if any) shall require prior written agreement between the Parties. For the avoidance of doubt, the Client acknowledges and agrees that the documented instructions include the processing of Client Personal Data for the purposes of providing, supporting, and improving Indeed services (including to provide insights and other reporting).

2.6.2 it will promptly notify You if Indeed determines that Your processing instruction violates any Applicable Data Protection Law (provided that nothing herein shall require Indeed to provide legal or regulatory advice or monitor Applicable Data Protection Law as they apply to You).

### 3. Disclosure and Processing of Client Personal Data

3.1 When providing or making available Client Personal Data to Indeed, You shall only disclose or transmit Client Personal Data that is necessary for Indeed to perform the applicable services under the Agreement.

3.2 Following expiration or termination of the provision of services under the Agreement and relating to the processing of Client Personal Data, Indeed shall promptly and securely delete all Client Personal Data (including existing copies) pursuant to its data retention schedule and as required by applicable laws. Notwithstanding the data retention schedule, upon Your written request following the termination of services, Indeed shall destroy all Client Personal Data in our possession, unless otherwise required or permitted by applicable laws.

3.3 All Indeed personnel, including subcontractors, authorized to process the Client Personal Data shall be subject to confidentiality obligations and/or subject to an appropriate statutory obligation of confidentiality.

3.4 You expressly acknowledge and agree that, in the course of providing the services, Indeed may anonymize, aggregate, and/or otherwise de-identify Client Personal Data ("**De-Identified Data**") and subsequently use and/or disclose such De-Identified Data for the purpose of research, benchmarking, improving Indeed's offerings generally, or for another business purpose authorized by Applicable Data Protection Law provided that Indeed has implemented technical safeguards and business processes designed to prevent the re-identification or inadvertent release of the De-Identified Data.

### 4. Security Measures

4.1 Each Party shall implement appropriate technical and organizational security measures to safeguard Client Personal Data from unauthorized or unlawful processing, destruction, loss, alteration, damage or disclosure. The Parties agree:

4.1.1 taking into account the ongoing state of technological development, the costs of implementation and the nature, scope, context and purposes of the processing of the Client Personal Data, as well as the likelihood and severity of risk to individuals, that Indeed's implementation of and compliance with the security measures set out in [Appendix B](#) ("**Technical and Organizational Security Measures**") are sufficient to provide a level of security appropriate to the risk in respect of the processing of the Client Personal Data; and

4.1.2 the Technical and Organizational Security Measures implemented pursuant to this clause 4 and Appendix B are subject to technical progress and development and that Indeed regularly reviews and may update or modify them from time to time in order to ensure that the processing of Client Personal Data is performed in accordance with this Addendum and Applicable Data Protection Law.

#### **4.2 Personal Data Breach**

If Indeed becomes aware of an actual or suspected Personal Data Breach, of Client Personal Data, Indeed will notify You without undue delay. Indeed will provide You with such information, assistance, cooperation, and taking into account the nature of the services provided and the information available to Indeed, take reasonable commercial steps to: (i) investigate and mitigate the Personal Data Breach and (ii) assist with respect to Your breach notification obligations under any Applicable Data Protection Law. The Parties agree to coordinate in good faith on developing the content of any related public statements and any required notices to the affected data subjects and/or the appropriate regulator in connection with a Personal Data Breach, provided that nothing in this clause shall prevent either party from complying with its obligations under Applicable Data Protection Law.

### **5. Audits and Inspections**

Upon written request, Indeed shall make available to You, no more than once annually and strictly at your own cost, information reasonably necessary to demonstrate Indeed's compliance with its obligations under this Addendum and Applicable Data Protection Law. You shall be solely responsible for determining whether the Services and Indeed's Security Measures as set forth in [Appendix B](#) will meet your needs, including with respect to any Data Protection Laws.

### **6. Data Subject and Supervisory Authority Requests**

To the extent required under Applicable Data Protection Law and taking into account the nature of the services provided, Indeed shall:

6.1 provide such assistance to You as is reasonably requested with respect to Your obligations to comply with requests from Your data subjects to exercise their rights under Applicable Data Protection Law. Indeed shall notify You without delay upon receipt of any request by a data subject to exercise his or her rights under Applicable Data Protection Law in respect of any Client Personal Data. Indeed will not independently respond to such requests from Your data subjects except where otherwise required by Applicable Data Protection Law. You undertake to inform Indeed (as the processor / service provider) of any data subject (or consumer) request received and shall provide Indeed with the necessary information to allow Indeed to comply with the request when required to do so; and

6.2 notify You of all enquiries or communications from a competent supervisory authority that Indeed receives which relate to Client Personal Data processed in connection with providing the services and under this Addendum and the Agreement unless prohibited from doing so at law or by a regulator. You shall be responsible for all communications or correspondence with the competent supervisory authority in relation to Your role as Controller of Client Personal Data under Applicable Data Protection Law and, to the extent permitted by law.

### **7. Privacy Impact Assessments and Prior Consultation**

To the extent required under Applicable Data Protection Law and taking into account the nature of the services provided and the information available to Indeed, and to the extent You do not otherwise have access to the relevant information, Indeed shall provide reasonable assistance to You as reasonably requested with respect to Your obligations to conduct privacy / data protection impact assessments with respect to the processing of Client Personal Data.

### **8. Subprocessors**

You generally authorize the engagement of Subprocessors by Indeed and a list of existing Subprocessors (to the extent that Subprocessors shall be used) may be made available on request. Indeed shall enter into a written agreement with each Subprocessor(s) that imposes on the Subprocessor the same data protection obligations that are imposed on Indeed pursuant to this Addendum. You shall promptly, and in any event within 10 business days, notify Indeed in writing of any reasonable objection to such changes / appointment. You acknowledge that Indeed's Subprocessors are essential to provide the services and that if You object to Indeed's use of a Subprocessor, then notwithstanding anything to the contrary in the Agreement, Indeed will not be obligated to provide the services to You for which Indeed uses that Subprocessor and any adjustments required by You shall be at your cost. Any disagreements between the Parties shall be resolved via the contract dispute resolution procedure.

### **9. Transfers**

#### **9.1 Transfers of EEA/Swiss Data**

To the extent that GDPR and complementary data protection laws in EU member countries ("EU Data Protection Law") applies to the processing of Client Personal Data, Indeed agrees that it will not transfer Client Personal Data out of the EEA and/or Switzerland to a country that has not been identified by the European Commission or a Supervisory Authority under EU Data Protection Law as a country



that provides an adequate level of data protection except where Indeed has ensured appropriate safeguards are in place, such as the Standard Contractual Clauses approved by the European Commission unless otherwise required by applicable law. Indeed and You hereby enter into the Standard Contractual Clauses (as further set out in the [Schedule](#) to this Agreement) in respect of such transfers.

**9.2 Transfers of UK Data**

Subject to subsection 9.4 below, the Parties shall rely on the UK Standard Contractual Clauses as amended from time to time by the Information’s Commissioner Office (the “**UK SCCs**”), to protect Client Personal Data being transferred from the United Kingdom (UK) to a country outside the UK not recognized as providing an adequate level of protection for personal data. You, acting as data exporter, shall execute, or shall procure that Your relevant entities execute, such UK SCCs with the relevant Indeed entity or a third-party entity, acting as a data importer.

**9.3 Transfers of non-EEA/Swiss/UK Data**

In the event that Client Personal Data is to be transferred outside the country of origin in connection with the provision of Services under the Agreement and this country is not located within the EEA, Switzerland or the United Kingdom, the Parties will work together expeditiously and in good faith to establish the appropriate transfer mechanism to be implemented, as required by applicable Data Protection Law.

**9.4 Transfers of non-EEA/Swiss/UK Data**

Indeed self-certifies to and complies with the EU-U.S. Data Privacy Framework program (EU-U.S. DPF (which is detailed here: <https://www.dataprivacyframework.gov/>), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework program (Swiss-U.S. DPF), as administered by the US Department of Commerce, and Indeed shall during the term of the Agreement maintain its self-certification to and compliance with the Frameworks (or successor frameworks) with respect to the Processing of Client Personal Data that is transferred from the EEA, UK or Switzerland to the United States, and provide Customer Personal Information with at least the same level of protection as required under the EU-U.S. DPF, including without limitation the Onward Transfer Principle. Indeed further agrees to process Client Personal Data only (i) for the limited and specified purposes consented to by the data subjects and set out in this Agreement (ii) in accordance with this Agreement, and the EU-U.S DPF Principles and (iii) taking into account the nature of the processing, assists the controller in responding to individuals exercising their rights under the DPF Principles.

**9.5 Transfer Mechanism**

In the event that the transfer mechanisms agreed by the Parties herein are amended, replaced, or cease to be authorized as a means to provide “adequate protection” with respect to transfers of Client Personal Data, the Parties will work together expeditiously and in good faith to establish another valid transfer mechanism and/or implement supplementary measures as needed to establish appropriate safeguards for such data. Any impacts on the terms of the Agreement and the provision of the services caused by such new requirements will be addressed by the Parties in accordance with Section 16 (Changes in Laws) below.

**10. California Consumer Privacy Act**

10.1 The following shall apply to the extent that the CCPA is applicable. Indeed shall: (i) not sell or share any Client Personal Data (as defined by CCPA); (ii) not retain, use or disclose any such Client Personal Data for any purpose other than business purpose(s) specified in accordance with the Agreement, unless permitted by law; (iii) not retain, use or disclose such Client Personal Data outside the direct business relationship between Indeed and Client, as set forth in the Agreement, unless otherwise permitted by law; (iv) provide the same level of privacy protection required of Client by the applicable obligations under CCPA for Client Personal Data ; (v) notify the Client if it can no longer meet its obligations under the CCPA and will work with the Client to take reasonable and appropriate steps to stop and remediate unauthorized use of Client Personal Data.

10.2 Client agrees that execution of the Agreement by Indeed shall be deemed to constitute any certification that is required under applicable Data Protection Laws to the restrictions on sale, retention, use, or disclosure of Client Personal Data.

**11. Use of Business Contact Information**

Each Party consents to the other Party using its Business Contact Information for contract management, payment processing, service offering, and business development purposes, including business development with partners, and such other purposes as set out in the using Party’s global data privacy policy (copies of which shall be made available upon request). For such purposes, and notwithstanding anything else set forth in the Agreement or this Addendum with respect to Client Personal Data in general, each Party shall be considered an independent Controller with respect to the other Party’s Business Contact Information and shall be entitled to transfer such information to any country where such Party’s global organization operates.

**12. Disclaimer of Liability**

Indeed will not be liable for any claim brought by a data subject arising from or related to Indeed or its Affiliates action or omission to the extent that Indeed was acting in accordance with Your instructions.

13. **Governing Terms**

13.1 This Addendum represents the entire agreement between the Parties in relation to its subject-matter and all previous representations, agreements and statements are hereby excluded.

13.2 For avoidance of doubt and without prejudice to the rights of any data subjects thereunder, this Addendum and any Standard Contractual Clauses (or other data transfer agreements) that the Parties or their affiliates may enter into in connection with the services provided pursuant to the Agreement will be considered part of the Agreement and the liability terms set forth in the Agreement will apply to all claims arising thereunder.

13.3 In the event of any conflict or ambiguity between terms of this Addendum and terms of the Agreement, the terms of the Addendum shall prevail. In the event of any conflict or ambiguity between terms of this Addendum and terms of the Standard Contractual Clauses, the terms of the Standard Contractual Clauses shall prevail. All other terms and conditions within the Agreement remain unchanged and in full force and effect.

14. **Severability**

Each and every provision of this Addendum is severable and distinct from the others and if at any time any provision of this is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of this Addendum.

15. **Notices and Variation**

All notices, consents, demands, and other communications required or permitted to be given by either Party under this Addendum shall be in writing. No amendment to this Addendum will be effective unless in writing and signed by both Parties.

16. **Changes in Laws**

In the event of (i) any newly enacted Applicable Data Protection Law, (ii) any change to an existing Applicable Data Protection Law (including generally-accepted interpretations thereof), (iii) any interpretation of a new or existing Applicable Data Protection Law by You, or (iv) any material new or emerging cybersecurity threat, which individually or collectively requires a change in the manner by which Indeed is delivering the services to You, the Parties shall agree in writing upon how Indeed’s delivery of the services will be impacted and shall make equitable adjustments to the terms of the Agreement and the Services in accordance with any change procedures as may be agreed to by the Parties.

17. **Governing Law and Jurisdiction**

17.1 The jurisdiction of this Addendum shall be the jurisdiction of the Agreement. In the event there is no jurisdiction clause in the Agreement, any dispute or claim in connection with this Addendum shall be governed by and construed in accordance with:

17.1.1 in the case of the contracting Indeed entity being in the US, the laws of the state of Texas,

17.1.2 in the case of the contracting Indeed entity being outside the US, the laws of Ireland, and each of the Parties hereby consent to the exclusive personal jurisdiction (including non-contractual disputes or claims) of the federal or state courts located in Travis County, Texas, U.S.A, if the Data Processor is located in the United States of America, or Dublin, Ireland, if the Data Processor is located elsewhere.

**SCHEDULE**

**EEA STANDARD CONTRACTUAL CLAUSES**

- 1. The relevant Controller-Processor Standard Contractual Clauses (Module 2) are available at: <https://hrtechprivacy.com/c2pscc>
- 2. For the purposes of entering the Standard Contractual Clauses:
  - a) The optional Clause 7 shall not apply
  - b) Option 2 of Clause 9 (Use of sub-processors) shall apply.



- c) The description of the transfer of Personal Data in Appendix A of this Agreement shall be deemed to be inserted in place of Annex I of the Standard Contractual Clauses;
- d) Appendix B of this Agreement shall be deemed to be inserted in place of Annex II of the Standard Contractual Clauses.

UK STANDARD CONTRACTUAL CLAUSES

1. The UK SCCs Addendum is available at: <https://hrtechprivacy.com/uk-scc>
2. For the purposes of entering the UK SCCs Addendum:
- a) The information contained in Appendix A of this Agreement shall be deemed to apply to Tables 1, 2 and 3 of the UK Standard Contractual Clauses; and
- b) The information contained in Appendix B of this Agreement shall be deemed to apply to the final row (Annex II) of Table 3 of the UK Standard Contractual Clauses.

APPENDIX A

A. LIST OF PARTIES

Data Exporter(s) / Client:

Name:  
Address:  
Contact Name, Position, Details:  
Relevant Activities:  
Roles:

Data Importer:

Name:  
Indeed Ireland Operations Limited  
Address:  
Block B, Capital Dock, 80 Sir John Rogerson’s Quay, Dublin 2, D02 HE36 Ireland  
Contact:  
Indeed Ireland Operations Limited  
ATTN: Data Protection Officer  
Block B, Capital Dock  
80 Sir John Rogerson’s Quay  
Dublin 2, D02 HE36  
Ireland

Relevant Activities:  
Indeed is engaged in the business of providing a web-based platform and related services for job seekers to upload resumes and search for jobs, and for businesses to post jobs, link jobs and locate candidates (the “Indeed Services”).  
Role:  
Processor

B. DESCRIPTION OF TRANSFER

Categories Data Subjects

The personal data transferred concern the following categories of data subjects: Individuals about whom Personal Data is provided to Indeed via the Services by (or at the direction of) Client, which may include without limitation Client’s or its Affiliates’ employees, contractors, and end users.

Purposes of the transfer(s)

The transfer is made for the following purposes: Indeed will only process Client Personal Data as Processor for the following purposes and only when necessary and proportionate to comply with the Client’s instructions: Providing and updating the Services as licensed, configured, and used by Client and its users, including through Client’s use of Indeed settings, administrator controls or other Service functionality; Securing and real-time monitoring the Services; Resolving issues, bugs, and errors; Providing Client requested support, including applying knowledge gained from individual Client support requests to benefit all Indeed Clients but only to the extent such knowledge is anonymized as set out in the Agreement and this Appendix A detailing the subject matter, nature, purpose, and duration of Personal Data Processing in the Controller to Processor capacity; Any other documented instruction provided by Client and acknowledged by Indeed as constituting instructions for purposes of this Addendum.

**Categories of Personal Data**

Depending on the Services you use, the personal data transferred may primarily concern the following categories of data:

**Indeed Account Information:** Data associated with the end user’s Indeed account, password, company name, and Client’s preferences. This will include: Indeed unique user ID, social media login (optional), and display name.

**Client Authentication Data:** This may include username and password unless Single Sign On (SSO) is used.

**Interview Content.** This may include video, audio, transcripts, interview notes, and interview questions.

**Chat Messages.** Content sent between users on an Indeed hosted video platform (e.g. Indeed Interview)

**Calendar Information.** This may include meeting schedules and event information made available through Client controlled integrations (e.g. Outlook, Google Calendar).

**Candidate Materials:** Data that Job Seekers disclose to employers in the hiring process. This data may include applications, which generally contain job seeker resumes, screening data (such as answers to screener questions or assessment results), cover letters, and any other data a job seeker agrees to share with Employers when they express interest in employment opportunities, for example, by applying or registering for events.

**Employer Materials:** This may include recruiter profiles, disposition information and employers’ notes about candidates, and candidate preferences.

**Interview Metadata:** This may include information about your interview product usage, such as frequency, quality, timezone, attendance, and duration of events, as well as network activity and sample text you save to dash.

**Device and Network information:** Information about your desktop and mobile device, which may include network data, operating system, user agent, MAC / IP address, and service logs.

**User Feedback and Satisfaction Data:** This may include ratings and plain text feedback on how we can improve our services.

**Frequency of the transfer (e.g. whether the data transfer is a one-off or continuous basis)**

Continuous

**Special categories of personal data (if appropriate)**

Special categories are not required to use the Services. Such special categories of data include, but may not be limited to, Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical belief, genetic or biometric data, data concerning your health or sexual orientation. To the extent such sensitive data is submitted, it is determined and controlled by Client in its sole discretion.

**Duration of processing**

The applicable term of the Agreement unless otherwise required by law.

**Nature and Subject Matter of the Processing**

*Indeed will process Client Personal Data for the purposes of providing the Services to Client in accordance with the Addendum.*

**Retention period (or, if not possible to determine, the criteria used to determine that period)**

The applicable term of the Agreement unless otherwise required by law.

**C. COMPETENT SUPERVISORY AUTHORITY**

**Identify the competent supervisory authority/ies in accordance with Clause 13 of the SCCs:**

The competent supervisory authority, in accordance with Clause 13 of the EU SCCs, must be (i) the supervisory authority applicable to the data exporter in its EEA country of establishment or, (ii) where the data exporter is not established in the EEA, the supervisory authority applicable in the EEA country where the data exporter’s EU representative has been appointed pursuant to Article 27(1) of the GDPR, or (iii) where the data exporter is not obliged to appoint a representative, the supervisory authority applicable to the EEA country where the data subjects relevant to the transfer are located.

With respect to Personal Data to which GDPR applies, the competent supervisory authority is the Irish Data Protection Commission.  
With respect to Personal Data to which the UK GDPR applies, the competent supervisory authority is the Information Commissioners Office (the “ICO”).  
With respect to Personal Data to which the Swiss DPA applies, the competent supervisory authority is the Swiss Federal Data Protection and Information Commissioner.



# APPENDIX B

## TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

In accordance with the Agreement, the Data Processor will adopt and maintain appropriate (including organizational and technical) security measures in dealing with Personal Data in order to protect against unauthorized or accidental access, loss, alteration, disclosure or destruction of such data, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

In determining the technical and organizational security measures required under the Agreement, the Data Processor will take account of the state of the art, the costs of implementation, and the nature, scope, context, and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

The Data Processor will maintain the following specific security measures, as applicable:

### ORGANIZATION OF INFORMATION SECURITY – Management direction and support for information security

- Policies for information security are documented and published.
- Chief Security Officer is appointed with responsibility for coordinating and monitoring security rules and procedures.
- Security roles and responsibilities are defined and allocated.
- Maintained information on third-party contact information to be used to report a security incident, such as Law Enforcement, relevant government departments, vendors, and Information Sharing and Analysis Center (ISAC) partners.

### HUMAN RESOURCE SECURITY – Employee responsibilities for information security

- Background checks are conducted on candidates for employment in accordance with relevant laws, regulations and ethics based on job title and location.
- Terms and conditions of employment for every employee require acknowledging Company Guidelines which include Acceptable Use Policy, Employee Privacy Notice and Code of Conduct.
- Information security and privacy awareness, education, and training is conducted on hire and annually thereafter.
- Formal disciplinary process is documented, communicated, and acknowledged by new hires and employees annually.

### ASSET MANAGEMENT – Identification and management of organizational assets

- Assets associated with data processing have been identified and an inventory is maintained.
- Rules for acceptable use have been documented, communicated, and acknowledged by new hires and employees annually.
- Sensitive data has been classified in terms of legal requirements to allow for access to be restricted.

### LOGICAL SECURITY – Access control to information processing systems

- Access to information and information processing facilities is limited and controlled to only that data minimally necessary to perform the users’ job duties.
- A formal user registration and de-registration process is in place enforcing unique identification of users.
- Allocation and use of privileged access rights are restricted and controlled.
- Users are required to follow secure practices in the use of authentication information including password configurations providing for a minimum length of 10 characters. Password history of 12. Complexity requiring 3 out of the following 4 character types: Capital Letters, Lowercase Letters, Numbers, Special Characters.
- Automatic time-outs of accounts if left idle, with identification and password required to reopen.
- Automatic deactivation of user IDs when several incorrect passwords are entered.
- Multi-factor authentication (i.e., requiring at least two factors to authenticate a user) for remote access over virtual private network (VPN) to any network, system, application, or other asset containing classified information.

### PHYSICAL SECURITY – Access and environmental control of information processing areas

- Security perimeters are defined and used to protect areas that contain restricted or confidential information and information processing facilities.
- Secure areas are protected by entry controls to ensure only authorized personnel are allowed access.
- Access to information processing facilities is logged and monitored by security.
- Physical protections against natural disasters, malicious attacks, and accidents are applied.

### OPERATIONS SECURITY – Secure operations of information processing facilities

- Changes to information processing facilities are controlled.
- Centrally managed anti-malware software to monitor and defend information processing facilities.
- Logging enabled on information processing facilities to include detailed information such as event source, date, user, timestamp, source addresses, destination addresses with synchronized time sources.
- Periodic internal and external penetration testing of information processing systems is performed to identify vulnerabilities. Identified vulnerabilities are addressed as part of the vulnerability management program.
- A process to timely identify and remediate system, device, and application vulnerabilities through patches, updates, bug fixes, or other modifications to maintain the security of Personal Data.

#### **NETWORK SECURITY – Security of information transmission**

- Use of industry standard firewall and encryption technologies to protect the gateways and pipelines through which the data travels (e.g. TLS/SSL).
- Encryption of certain highly confidential data (e.g., personally identifiable information such as National ID numbers, credit or debit card numbers) at rest and when in transit across open networks in accordance with industry best practices.

#### **APPLICATION SOFTWARE SECURITY – Information Security is designed and implemented within systems development**

- Separation of development, testing and operational environments.
- Secure coding practices appropriate to the programming language and development environment are in use.
- Error checking is performed and documented for all input, including for size, data type, and acceptable ranges or formats.
- Verification of versions of software acquired from third parties are supported or appropriately hardened based on developer security recommendations.
- Software development personnel receive OWASP training in writing secure code.
- Static and dynamic analysis tools are used to verify that secure coding practices are being adhered to for internally developed software.

#### **THIRD PARTY RELATIONSHIPS – Security of information and information processing facilities accessible by third parties**

- Information security requirements for mitigating risks associated with third party access to information and information processing facilities are agreed to in writing.
- Third parties and third party services are assessed by security to identify security and data protection risks that must be addressed through either organizational or technical measures during contracting or implementation.

#### **INCIDENT MANAGEMENT – Management of information security incidents**

- Responsibilities and procedures for incident management are documented to define the roles of personnel as well as the phases of incident handling.
- Users are trained to report observed or suspected information security weaknesses and events to security immediately.
- Response to security incidents are conducted in accordance with documented procedures and retrospectives are conducted.
- Incident response exercises and scenarios are conducted periodically to maintain awareness and comfort in responding to real-world threats. Exercises test communication channels, decision-making, and incident responder's technical capabilities using tools and data available to them.

#### **AVAILABILITY – Redundancy of information processing facilities and backup of information**

- Information, software, and system information are backed up regularly and are tested periodically.
- Backups are encrypted and replicated across geographic locations to provide for redundancy.

#### **COMPLIANCE – Compliance with legal and contractual requirements and information security reviews**

- Relevant legal and contractual requirements are documented and kept up to date of information processing facilities.
- Independent reviews of information security and its implementation are conducted on a periodic basis.
- Technical compliance reviews of information systems are conducted on a periodic basis to identify compliance with organizational policies and standards.

Below you will find Indeed's terms and conditions and information about our cookie and privacy policies. We know we are giving a great deal of information. Indeed does this for a reason: we want you to have as much knowledge about what we do for you at Indeed as is possible. We do not want you to wonder about any of our processes or procedures or guess as to what your interaction with Indeed means. We want you to understand it, which is why we must explain it in detail. We urge you to read these terms or any section of interest to you. You are agreeing to proceed under them.



# Indeed General Terms of Service

Last Updated: January 12, 2024

## Introduction to Indeed’s Terms of Service

Each time you access or use Indeed’s online and/or mobile services and websites, including any Indeed mobile application and browser extension or plugin, regardless of where it is downloaded from (collectively, the “Indeed Apps”), and any software, service, feature, product, program and element (including e-mail messages, notifications, and other messages) provided by or on behalf of Indeed on or in connection with such services or websites (collectively, the “Site”), including 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:

### For Job Seekers:

- If you are located within the United States, the Site is provided by Indeed Inc., Indeed Tower 200 West 6th Street, Floor 36, Austin, TX 78701, USA.
- If you are located in Japan, the Site is provided by Indeed Japan K.K.
- If you are located outside of the United States or Japan, the Site is provided by Indeed Ireland Operations Limited.

### For Employers :

- If you are located in Brazil, Employer services are provided by Indeed Brasil Pesquisa de Empregos Ltda., Vila Olímpia Corporate Towers, Rua Fidêncio Ramos, 302, Torre B, 12º andar, São Paulo, SP, 04551-010, Brasil.
- If you are located in the United States, Employer services are provided by Indeed, Inc., Indeed Tower 200 West 6th Street, Floor 36, Austin, TX 78701, USA.
- If you are located in India, Employer services are provided by Indeed India Operations (Pte.) Ltd., 10th Floor, Skyview 10, Survey No. 83/1, Raidurg (Panmaktha) Village, Rangareddi, Hyderabad – 500081, Telangana, India (“Indeed India”), and/or
- If you are located in the Asia-Pacific Region\*, Employer services are provided by Indeed Singapore Operations (Pte.) Ltd., 10 Collyer Quay #24-01, Ocean Financial Centre, Singapore 049315.
- If you are located in Japan, Employer services are provided by Indeed Japan K.K., 6<sup>th</sup> Floor, Sumitomo Fudosan Azabu-juban Bldg. 1-4-1, Mita, Minato-ku, Tokyo 108-0073, Japan.
- If you are primarily supported by Indeed’s UK office, Employer services Indeed UK Operations Ltd., Ground Floor, 20 Farringdon Road, London EC1M 3HE, United Kingdom.
- If you are primarily supported by Indeed’s France office, Employer services are provided by Indeed France SAS, 29 Rue de Berri, Washington Plaza – 4th floor, 75008 Paris, France.
- If you are located in Canada, Employer services are provided by Indeed Canada Corp., 1741 Lower Water Street, Suite 600, Halifax, NS B3J 0J2, Canada.
- If you are primarily supported by Indeed’s Italy office, Employer services are provided by Indeed Italy S.r.l., Piazza Filippo Meda 3, Milano, CAP 20121, Italy.
- If you are primarily supported by Indeed’s Germany office, Employer services are provided by Indeed Deutschland GmbH, Theo-Champion-Straße 2, 40549 Düsseldorf, Germany.
- In all other respects, Employer services are provided by Indeed Ireland Operations Limited, Block B, Capital Dock, 80 Sir John Rogerson’s Quay, Dublin 2, D02 HE36, Ireland, in all other respects (“Indeed Ireland”).

### For Publishers:

- Indeed Inc., Indeed Tower 200 West 6th Street, Floor 36, Austin, TX 78701, USA (“Indeed, Inc.”)

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”). 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.

Except as otherwise provided below, Indeed does not act as an employment agency, or any other type of agent, by providing the Site or its tools. Indeed provides the Site solely as an independent contractor and does not have authority to act or make employment decisions on behalf of Employers or Job Seekers. Nothing in this Agreement or on the Site should be construed as creating an agency relationship between us and Employers.

In the United States and United Kingdom, our affiliate Indeed Flex, Inc. may provide services as a staffing agency to its clients. Further, Indeed Hire, Inc. and Indeed Ireland Operations Limited may provide services as an employment agency to its clients pursuant to a written agreement with clients separate from this Agreement (together “Indeed Hire”). These services are separate from the Site and may involve such affiliates using the Site on their clients’ behalf. In Japan, Indeed Japan K.K. may offer services as an employment placement business provider (as defined under applicable law) in accordance with this Agreement and the rules set forth in [its website](#) (any such services are marked as offered by “Indeed Agent”).

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 you can email [accessibility@indeed.com](mailto:accessibility@indeed.com). 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.

Indeed may reject, remove, or limit visibility to any User Content (as defined below), and Indeed may disable any account or restrict your ability to use all or parts of the Site, for any or no reason without notice. Although Indeed may indicate why User Content or an account has been removed or disabled, we cannot give every reason why User Content or an account may be removed. We always retain the right to remove any User Content or account if we feel it is in our interest or our Users’ interest.

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.](#)**

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](#) for more details.

You can view the [Indeed India Operations Private Limited Corporate Responsibility Policy](#).

This Agreement applies to the following Indeed websites, which are part of the Site: [gigajob.com](#), [workopolis.com](#), [careesma.in](#), [engineerjobs.com](#), [wowjobs.ca](#), [wowjobs.us](#), [simplyhired.com](#), [resume.com](#)

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 (free and sponsored job postings, targeted ads, or organizing virtual hiring events) you are agreeing to be bound by the [Indeed Ads Program Terms](#)
- If you access or use the Indeed Resume Search Program (seeking candidates for jobs within Indeed Resume/ CV database), you are agreeing to be bound by the [Indeed Resume Search Program Terms](#)
- If you access or use the Indeed Assessments (adding assessments into your hiring process), you are agreeing to be bound by the [Indeed Assessment Terms](#)
- If you access or use the Indeed API(s), you are agreeing to be bound by the [Indeed API Terms](#)
- If you access or use the Indeed Hiring Platform (online interviews and other hiring tools), you are agreeing to be bound by the [Indeed Hiring Platform Terms](#)
- If you access or use the Indeed Recruiter Extension service, you are agreeing to be bound by the [IRX Terms](#)



- If you access or use the Indeed Publisher Program, you are agreeing to be bound by the [Indeed Publisher Program](#); and
- For all other uses of the Site, you are agreeing to be bound by the [Indeed General Terms of Service](#).
- For more information on Indeed's Terms, please see our Indeed [Terms FAQ](#).

## A. Terms of Service for Job Seekers

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. As a Job Seeker, you are permitted to use Indeed's Site and its content solely for non-commercial purposes.

### 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. Indeed displays Job Ads based on a combination of compensation paid by employers to Indeed and relevance, such as search terms, and other information provided and activities conducted on Indeed. 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.

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. 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 without any obligation to provide reasoning for removal or exclusion. 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, or other information submitted by any Employer or other user.

When you initiate a job application on a website operated by an Employer or its applicant tracking system, Indeed may collect certain information about you and any actions taken by you during your visit using automated means, such as via Application Programming Interfaces (API), cookies and web beacons. The information collected includes, for example, information about job listings you viewed and job applications you started and completed. An Employer who uses tracker 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 tracker functionality.

Indeed may provide independent functionality to assist you. For example, Indeed may provide search options to help you 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. Indeed may also promote Job Ads by select Employers on certain pages or websites dedicated to a specific topic, such as inclusive hiring, or military-friendly job posts. The placement of a Job Ad on a dedicated page or website is not a representation regarding the nature of the role for legal purposes (for example gig economy postings are not necessarily limited to contractor status jobs and may also include engagements for employment relationships) or a representation regarding the attributes of an Employer. Indeed does not guarantee that applying to jobs through a dedicated page or website will lead to a better job application experience, a job interview, or a job offer. The dedicated pages or website do not contain an exhaustive list of Job Ads, and no inferences can be drawn with respect to Job Ads or Employers that are not displayed on dedicated pages. Indeed may also 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. Resume and Profile

By creating a searchable 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 anyone accessing our Site, such as Employers that Indeed believes may have an interest in Your Resume, users of Indeed's Resume Search Program, or anyone with access

to the URL associated with your searchable resume. We offer you the option to make Your Resume searchable on Indeed to help you find a job. You are responsible for keeping Your Resume accurate and up-to-date.

When you provide Your Resume on Indeed, Your Resume is set to searchable on Indeed (“Searchable”) by default. 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 not searchable on Indeed (“Not Searchable”). Resumes that are not searchable on Indeed are only made available to those to whom the Job Seeker has submitted an application or provided their resume. Applying to jobs or otherwise sharing Your Resume with Employers may result in Your Resume being copied and published even if it is set to Not Searchable. While you may change Your Resume privacy settings at any time, setting Your Resume to Not Searchable will not affect your previous applications or prevent employers you responded to from contacting you. Resumes set to Searchable, including yours, can be copied by search engines and other third parties accessing the Site, who can then make those Resumes publicly available elsewhere. Indeed does not control such third parties. If Your Resume is copied in this manner, then setting it to Not Searchable on Indeed will not affect those third parties or the copies they have made of Your Resume. Changes to Your Resume on the Site may or may not be reflected on copies made by third parties. If you do not want Your Resume to ever be publicly visible or copyable, you must keep it set to Not Searchable. Indeed assumes no responsibility and disclaims all liability for Your Resume or application information that you share with Employers or otherwise make public. You can read more about resume privacy [here](#).

As we continue to improve the Site, you may see phrases like ‘Employers can find you’ and ‘Employers can’t find you’. For the purposes of the Terms, these phrases are synonymous with the previously employed terms ‘Searchable’ and ‘Not Searchable,’ respectively. These phrases are only a rephrasing for the purpose of enhancing user understanding, and it in no way alters the substantive rights, obligations, or protections provided under our Terms.

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, other jobs you may consider applying to because your qualifications may match their requirements, and suggestions for additional information you may want to include with your application to a particular job. We may also provide you with feedback through additional resume review services, such as helping you understand how your resume may be parsed by applicant tracking system software, feedback on ways to build a more effective resume, or a personalized resume review video. We provide this feedback directly to you, and may give you the ability to access it within your account. It is not made available to Employers. You agree that your use of any feedback or other information provided through resume review services is at your sole discretion. You are the only one responsible for deciding which jobs to apply to and what to include in your applications. Indeed assumes no responsibility and disclaims all liability for any actions you take based on any provided feedback. Indeed does not guarantee that any recommended jobs are suited for you.

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 uploading a file resume on the Site, you agree that Indeed may convert your file resume to a different file type. It is your responsibility to review Your Resume to ensure that the content appears as you intend, and that 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 Your Resume to be reflected. Indeed assumes no responsibility and disclaims all liability for Your Resume or other application information you post, send or receive through the Site.

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 that you choose to include, such as your desired job title, job types, work schedule, whether you are ready to work, or pay. Information in your Indeed Profile, except 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 Not Searchable 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. Indeed may disable that feature from your profile after a certain time, but you can manually enable it again.

To mitigate fraud, Indeed may mask or hide your contact information, for example, we may mask or hide your email address and/or phone number, from Your Indeed Profile, Your Resume, or application, 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 or hidden, and the decision to mask or hide such info is in Indeed’s sole discretion. Indeed may also mask some or all of the Employer’s contact information, or an Employer may choose to mask their contact information when they contact you. In either case, you agree to an Employer contacting you from a masked phone number or email, and that you may not be able to return their call unless they provide their real number to you. Indeed reserves the right to limit your ability to set Your



Resume to Searchable, and may toggle a public resume to Not Searchable, at any time, to prevent illegal conduct, for fraud mitigation, or for any other reason in Indeed's discretion. Indeed makes no guarantee that Your Resume will be shown to any particular Employer or that any portion of the Indeed Resume database will be available to an Employer at any particular time.

In certain markets, Indeed works with organizations who are involved in helping Job Seekers find opportunities. Notwithstanding the possible use of the term "partner" or "partnership," Indeed's engagement with these organizations does not create or imply a joint venture, partnership, principal-agent relationship, or any other form of joint enterprise between the "partner" organization and Indeed. In some instances, Indeed shares limited information back to these organizations about Job Seekers if Job Seekers agree to such sharing. For example, confirmation that a Job Seeker has created an Indeed account or used one of our Sites successfully (for example, by applying to a certain number of jobs or utilizing our career guides). These organizations may advertise their career services in partnership with Indeed. Indeed is not responsible for, and disclaims all responsibility and liability for the activities of these organizations and their career services. Indeed does not guarantee the quality or effectiveness of any advice, recommendations, guidance or services 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 interactions you have with such a third party organization.

In connection with Indeed's work with these organizations, Indeed may offer Job Seekers opportunities to present particular skills and qualifications on their Resumes in connection with training programs or courses they have taken. Job Seekers are ultimately responsible for the contents of their Resumes or Profiles, as well as their job searches and applications. Indeed assumes no responsibility and disclaims all liability for Resume or application information that Job Seekers share with Employers or otherwise make public. Indeed makes no guarantees regarding your job application experience, that your Resume will be shown to a particular Employer, that Employers will contact you, or that you will receive job interviews or job offers.

### **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 (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."). 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. Use of any automation, scripting, or bots to automate the Indeed Apply process outside of Indeed's official vendors and tooling is prohibited.

You acknowledge that prior to submitting an application through Indeed Apply, you are responsible for reviewing and confirming that you are applying to your desired Employer. Once you provide information to an Employer (whether in the form of a job application, resume, email, interview material 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. Unsubscribing from calls from Employers through Indeed does not apply to interviews you have already scheduled. If you require alternative methods for applying, you must approach the Employer directly to request such alternative method, as Indeed is not responsible for the Employer application process.

When you ask Indeed to submit your application or other information through Indeed Apply, 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 the indicated Job Listing(s). You further agree to Indeed's performance of automated processing in relation to your application, as such processing is an essential part of this Agreement. 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. 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.

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 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, which may include sending your application to an Applicant Tracking System (ATS) or other service provider selected by the Employer. You agree that Employers can enable such service providers to access and manage their Indeed accounts, including by connecting to and integrating with APIs provided or used by Indeed. By applying for a job through Indeed, you agree to Employer's use of such service providers, and acknowledge that such use may involve an intermediary's access to job applications sent to its Employer client. 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. Indeed depends on the Employer or the Employer's agent to provide Indeed with the correct destination for all applications,

and we cannot vouch for the validity of the contact information provided to us by Employers. If the electronic destination provided to Indeed is incorrect, your application materials will not be sent to the intended recipient of the application. Further, Indeed does not guarantee that its integrations or the interface will be error-free. However, Indeed may alert you when any of the above events occur.

Job Ads may expire or otherwise be removed between the time you submit your application and the time it is received, in which cases your application will be void. Indeed has no responsibility for expired or removed Job Ads or for delivering applications prior to a Job Ad's expiration or removal. Indeed and its third party providers may store your application and related information regardless of whether a Job Listing has been closed or is no longer available on the Site. We also cannot vouch for the technical capabilities of any third party sites, including but not limited to ATSS. Third party sites, including ATSS used by Employers, may disclaim liability for technical malfunctions, including the failure in the delivery of applications. We are not responsible if an ATS rejects or fails to deliver an application to an Employer for any reason. If you do not feel comfortable sending an application or messages in this manner, or having your application or messages stored by Indeed on Indeed's or third party providers' servers, 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.

By using Indeed, you agree that Indeed is not responsible for the content of the Employer's job application, requirements, 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. Employers are solely responsible for compliance with all applicable laws, including the Fair Credit Reporting Act and similar laws, anti-discrimination laws such as Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and any applicable data protection or privacy laws. **Employers are responsible for offering alternative methods of screening, if so required by the Americans with Disabilities Act or any similar law.** You must contact the Employer if you require alternative methods of screening. 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. Employers may ask applicants to voluntarily self-identify certain demographic information such as race, ethnicity, sex, disability and/or veteran status along with their job applications. Some Employers are required by law to ask these questions and you may see these questions when applying to jobs on Indeed. That is a separate process from Indeed's collection of demographic data (see section 11, "Your Job Seeker Data," below). Indeed is not responsible for these questions. If you have questions or concerns about an Employer's application materials, please contact the Employer directly or refer to their privacy policy. 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.**

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. Indeed assumes no responsibility, and disclaims all liability, for the content, accuracy, validity, completeness, legality, reliability, or availability of any Employer Assist notices.

By using Indeed Apply and answering screener questions, you acknowledge that Employers may have instructed Indeed to schedule interviews with Job Seekers who meet criteria (based on information the Job Seeker has provided to Indeed, such as answers to screener questions, resume, and Indeed Assessment Responses) that the Employers have selected, and based on the Employers' availability. You agree that Indeed has no discretion in the transmission or storage of these interview invitations (which are purely mechanical), that transmission or storage is not guaranteed, and that the availability or criteria the Employer provided to Indeed may not be accurate. Indeed may request that Job Seekers confirm their interest in the position before scheduling an interview. It is ultimately your and the Employer's responsibility to confirm whether any interviews were scheduled, or to reschedule or cancel interviews if necessary. The decision of who to interview is decided solely by the Employer, who can choose to interview any Job Seeker at any time.

Indeed may offer Employers functionality that groups applicants based on whether they meet or may meet Employers' criteria, based on text in their resumes or answers to screener questions. In all cases, Employers can view any applicant at any time, and Indeed makes no decisions about any applicant. You agree that such functionality does not constitute or contribute to a decision, and is not a substitute for



human discretion and review. The Employer is solely responsible for its screening and hiring decisions.

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

You acknowledge that as part of its efforts to combat fraud and spam, Indeed may require that users verify their email address. When you apply to a job through Indeed, you agree that you may be required to verify your email address, and that failure to verify may lead to your application being rejected.

#### **4. Job Matching and Recommended Jobs**

Job matches are recommendations which may be presented to both you as a Job Seeker and to Employers in various formats on the Site. For example, Indeed may recommend Job Ads which are similar to jobs to which you recently applied, or recommend Resumes to Employers which match Job Ads they post. Job matching is provided to you on a beta basis and is subject to our Beta Program (see section 9 of the Terms of Service for All Users).

To generate matches, Indeed uses data collected through our Site from both Employers and Job Seekers. This includes Job Ads, Your Resume, your application materials (including responses to screener questions), Indeed Assessments, and your activity on Indeed (such as searches you run and Job Ads you click on and apply to). You agree and consent that Indeed may use this information to present potential matches to you and to potential Employers.

Indeed may automatically send you recommended jobs via the email address you use to apply to a job or the email that is associated with your Indeed account.

#### **5. Communications and Other Actions on the Site**

When you view, send, store or receive communications or materials (including Job Listings, resumes, messages, text messages, applications, questions and responses in applications, and any other information) on or through the Site, you agree to your communication and materials being processed, analyzed, reviewed, and stored, including via automated means, for data analysis, quality control, enforcement of the Sites’ rules and other Indeed policies, content moderation, and to improve the Site or any other Indeed product or service whether via automated means or otherwise. If you disagree with any part of these terms, do not use the Site.

When an Employer views, sends, stores or receives communications or 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, recently active, or active on Indeed, and you hereby consent to Indeed taking such actions. As part of this functionality, 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 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 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 text message reminders for your interviews, and you agree to accept such text message reminders on your cell phone, including messages sent by automated telephone dialing system. You acknowledge that if the words “automated,” “automatic,” or similar words are used on the Site in connection with calls or text messages, these words do not refer to the generation or storage of a phone number. Indeed only calls the number that you generated and stored when you provided your number to Indeed. In the event you change

your phone number, you agree to promptly update your Indeed account with the new number. You agree that by providing your phone number or using the Site, you are establishing a business relationship with Indeed and that Indeed may send you text messages in connection with that relationship.

Indeed may enable text messaging relay and/or call relay services through our Site to help facilitate contact between Employers and Job Seekers about a Job Listing. You understand that communicating through such relay services on or through the Site shall be limited to the purpose of applying for a Job Listing. Indeed may, in its sole discretion, turn off or disable text messaging relay and/or call relay services for any Employer or Job Seeker at any time without prior notice and for any or no reason. Please note that since these text messaging relay and call relay 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 send or receive such text messages or calls. You agree that Indeed is not responsible or liable for the content of any text message and/or call from you or Employers. You further agree that Indeed is not responsible or liable for the manner in which you or Employers use text messaging relay and/or call relay services.

Indeed may offer you the ability to utilize a text messaging relay service to facilitate contact for the purpose of submitting applications and for other communications related to Job Listings (“Text to Apply”). Indeed may also offer you the ability to utilize a QR scanning service to facilitate contact for the purpose of submitting applications and for other communications related to Job Listings (“Scan to Apply”). To use Text to Apply, a Job Seeker must text an Employer’s preset keyword (“Keyword”) to a telephone number which may be included in the Employer’s advertising materials, such as a sign, flyer or other materials or items that Employers display which contain a Keyword and phone number or QR code (“Sign”). To use Scan to Apply, a Job Seeker must scan the QR code displayed on a Sign. You agree that Indeed is not responsible for the content or placement of any Sign. By texting Keyword to the telephone number, you are consenting to receive text messages about the Employer’s Job Listings. You understand that a Keyword or QR code may be inactive or unavailable when you text the phone number or scan the QR code. You also understand and agree that messages and data rates may apply as a part of your use of Text to Apply. 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 send or receive such text messages. You represent and warrant that you are the subscriber and primary user of the telephone number from which you use Text to Apply. You acknowledge and agree that when you text the assigned Keyword to the phone number provided, Indeed shall respond with a text message containing a link showing the sponsored Job Ads that the Employer has associated with Text to Apply, as applicable.

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. Your standard calling rates with your phone provider will apply.

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. Indeed may group messages together as part of a conversation on Indeed Messages. This is done as a courtesy, and some messages related to the same conversation may not be grouped together. When communicating with an Employer through Indeed, the Employer sender’s information may be displayed in different ways, for example, you may see the Employer’s company name or the name of the specific person sending the message, but you may not see all that info in all circumstances. Indeed’s messaging system is not intended for sending one message to multiple people. You agree to not use Indeed’s messaging services to send bulk messages, unless specifically authorized in the Indeed interface. You agree to not circumvent this limitation through using your email client for this purpose, for example by sending email messages through your email client (e.g. your Gmail or third party email provider) to multiple Indeed aliased e-mail addresses. If a user, such as an Employer, sends an email to multiple recipients (e.g. by adding additional aliased email addresses to the cc field in a third party email client), this may affect the way messages on Indeed are displayed. In this case, it is best to view the email conversation in the third party email client. Should you choose to send an email from a third party email client, the person with whom you are communicating may be able to see your email address, rather than the alias.

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. You acknowledge and agree that any decisions or actions taken by the Chatbot are not legally binding, and Indeed shall not be held liable for any legal consequences resulting from such decisions or actions.

Indeed reserves the right to turn on or enable chat or other communication options for select Employers or Job Listings, in its sole discretion, and to notify you that chat or other communication options are available for a particular job or Employer. For example, you may see an option to chat with an Employer before applying to certain jobs. Whether or not you see that option depends on many factors, including whether the Employer turned on that functionality and the Employer and/ or Job Listing meet certain requirements. Indeed may, in its sole discretion, turn off or disable chat for any Employer or Job Seeker at any time without prior notice.

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



It is possible to create an Indeed account with a phone number only and no email address (“PNO Accounts”) in certain countries. If you create a PNO Account, you understand and agree that there are limitations to using such an account. Such limitations include the following: (i) if you forget your password, you may not be able to recover it or regain access to your PNO Account and the data contained in your PNO Account, (ii) if you change your phone number, you will lose access to your PNO Account if you do not change the phone number on your PNO Account before you lose access to your old number and (iii) you can only create a PNO Account if you have a WhatsApp account. If you forget your password, you may be given the option to regain access to your PNO Account in some limited circumstances (“Forgot Password Option”). If you want to proceed with the Forgot Password Option, you must ensure that you have access to the phone number associated with your PNO Account. If the phone number associated with your PNO Account has been recycled or a third party has access to it, there is a risk that a third party could access your PNO Account.

To unsubscribe at any time from non-transactional WhatsApp messages connected to your PNO Account, reply STOP by WhatsApp to the relevant message. DUE TO THE UNSTRUCTURED CONVERSATIONAL FORMAT OF THIS SERVICE, WE MAY NOT RECOGNIZE OTHER UNSUBSCRIBE ATTEMPTS. Please note that since PNO Accounts depend on the functionality of third-party providers, there may be technical issues on the part of those providers. We cannot vouch for the technical capabilities of any third parties to send or receive WhatsApp messages. You represent and warrant that you are the subscriber and primary user of the telephone number registered on your PNO Account. Indeed accepts no liability regarding phone numbers in PNO accounts being recycled or Job Seekers losing access to such phone numbers.

#### *Indeed Interview Updates and Recruiter Invitations*

If you have consented to receiving text messages with updates (i) about upcoming interviews scheduled on Indeed (“Indeed Interview Updates”) or (ii) from Employers interested in Your Resume (“Recruiter Invitations Messages”), the terms in this paragraph apply to you. Indeed Interview Updates may include confirmation messages, messages reminding you about Indeed Interviews and messages regarding cancellations. You can cancel the Indeed Interview Updates and Recruiter Invitations Messages at any time by texting “STOP” to the relevant short code. If you want to unsubscribe from both categories of messages you must text “STOP” to both short codes. After you send the text message “STOP”, we will send you a text message to confirm that you have been unsubscribed. After this, you will no longer receive Indeed Interview Updates or Recruiter Invitations Messages (as applicable). If you want to join again, sign up as you did the first time and we will start sending the relevant messages. If you are experiencing issues with the messaging program you can reply with the keyword “HELP” for more assistance, or you can get help [here](#). Carriers are not liable for delayed or undelivered messages. Message and data rates may apply for any messages sent by you to Indeed, and by Indeed to you. Message frequency varies. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

## **6. Virtual Communications**

Employers may offer you the opportunity to participate in virtual, pre-recorded, and remote communications using Indeed products, including but not limited to, Indeed Interview, Indeed Hiring Platform, Virtual Evaluations, 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.

NOTICE – Virtual Interviews May be Recorded: You understand that an Employer may enable the recording of a Virtual Interview or you may be given the option to pre-record an interview to provide to the Employer. You agree to respect any notification (visual, audio, or otherwise) which may indicate that recording is enabled by or on behalf of an Employer on Virtual Interview. If you do not agree to be recorded, you must refrain from pre-recording an interview or you must immediately leave the Virtual Interview. By using Virtual Interviews, you agree that the Virtual Interview may be recorded and that Indeed and third party providers can store, access and analyze the recording. Also, you agree that an Employer that receives pre-recorded interviews or activates the recording function, can access, store, use, analyze, and share the recording, and that this activity is outside of Indeed’s control. YOU FURTHER AGREE THAT INDEED IS NOT LIABLE FOR ANY CLAIMS ARISING OUT OF THE RECORDING OF VIRTUAL INTERVIEWS, AND YOU RELEASE INDEED FROM ANY SUCH CLAIMS.

YOU UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, 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, TO THE MAXIMUM EXTENT PERMITTED BY LAW, 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 FURTHER ACKNOWLEDGE AND AGREE THAT INDEED DOES NOT ASSUME ANY RESPONSIBILITY FOR AVAILABILITY OR RETENTION OF ANY RECORDINGS 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.

## 7. 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".

Indeed does not act as an employment agency by offering screening tools. By using screening tools, 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 information as they determine. The sole responsibility for the content of any screening tools, 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 screening tools, is solely with Employers or Job Seekers as applicable.

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, each disability is unique and 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.

## 8. 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.

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. Indeed may provide a means by which you may request and receive additional time on Assessments. 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, each disability is unique and 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 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.**

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 on 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.

You may be invited to choose to automatically share your Responses to specific Assessments with other employers who request the same skills test from you in the future as part of the job application process. Note that this is a completely separate preference from sharing settings on your Indeed Profile, which only controls whether your results are available on your Indeed Resume. If you choose to automatically share your Responses to specific Assessments with other employers who request the same skills test from you as part of the job application process, you acknowledge that Indeed has no discretion in the transmission or storage of the Assessments Responses you choose to share automatically, and that transmission or storage is not guaranteed.

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](#). 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. 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. 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.

If you are Job Seeker resident in Germany, the limitation of liability as set out above shall be replaced in its entirety by the following:

Indeed's obligation to pay damages shall be limited as follows:

- (a) For damages caused by a breach of a material contractual obligation, Indeed shall only be liable up to the amount of the typically foreseeable damage at the time of entering into the contract; Indeed shall not be liable for damages caused by a breach of a non-material contractual obligation.

- (b) The limitation of liability as set out above under (a) shall not apply to damages caused intentionally or by gross negligence, culpably caused personal injuries nor to any liability under the German Product Liability Act and in case of any further mandatory liability. Furthermore, it shall not apply if and to the extent Indeed has assumed a guarantee

## 9. Career Services

Indeed may offer you resume review, resume scan, offer coaching, live video consulting sessions, writing services, general career guidance, or other consultation services (collectively, “Career Services”). By using Career Services, you request and consent that Indeed, or an Indeed vendor, provide you with the service you select. You may only use Career Services for advice concerning your own resume, offer, or employment situation and not another person’s. As a user of the Site, Indeed may also, from time to time, provide you career or hiring guides via blog posts, email, or other channels as part of its services to you. For example, Indeed may provide 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 offers these Career Services as optional guidelines for its users and all liability with respect to actions taken or not taken based on the contents of such Career Services are hereby expressly disclaimed.

When filling out forms associated with Career Services, you agree to provide complete and accurate information. Any information you upload through the forms, including a resume, constitutes User Content and shall be treated in accordance with any User Content sections herein. Any career-related or hiring-related information, feedback, guides or other content provided by Indeed, or Indeed’s vendor, through Career Services or otherwise, 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 Agent 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 Agent in Japan). You are responsible for reviewing any career or hiring-related information provided to you, for example, for accuracy and completeness. You are also responsible for editing the information before you use it, for example, for an employment application. Indeed is not responsible for the accuracy or completeness of any information that Indeed or its vendor provides you. You understand that by using Career Services or referring to or using any career or hiring information, you are not guaranteed job interviews, job placement, assurance of being hired, or a higher salary or increased benefit, and you take full responsibility for use of these services or information.

Indeed owns all rights in Career Services and other career and hiring-related material that Indeed provides you, such as video feedback and hiring tips. By using Career Services, Indeed grants you an express, non-exclusive, non-assignable, and non-sublicensable right and license to use materials developed by Indeed or Indeed vendors for you. This license is limited to personal and non-commercial use and any further use is prohibited.

Indeed may offer, as part of Career 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 or any actions taken or not taken based on the contents of 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. Further, the live video service functionality in Career Services utilizes a video platform created by the third party, Whereby. By using any feature of Career Services that involves live video services, you agree to Whereby’s [privacy policy](#).

**Career Services Payment, Cancellation, and Termination.** To the extent that you use a paid Career Services offering, you shall be charged as indicated on the Site. Subject to the limited cancellation rights described below, refunds (if any) are at the absolute discretion of Indeed and only in the form Indeed finds appropriate in its sole discretion. You acknowledge and agree that any credit card, bank account, 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.

### *Consumer’s Right to Cancel*

The following cancellation provision is applicable only to Job Seekers who are residents of British Columbia and Newfoundland and Labrador, Canada and who have purchased a Career Services offering: You may cancel your purchase of Career Services from the day you enter into the contract until ten (10) days after you receive the services. You do not need a reason to cancel. If you do not receive the services within thirty (30) days of the date stated in the contract, you may cancel the contract within one (1) year of the contract date. Any acceptance of delivery beyond the thirty (30) day threshold forfeits such rights. You lose that right if you accept delivery after the 30



days. There are other grounds for extended cancellation. For more information, you may contact your provincial consumer affairs office. If you cancel your purchase of Career Services, Indeed shall have fifteen (15) days to refund your money. To cancel, please contact Indeed, Inc. at [career-services@indeed.com](mailto:career-services@indeed.com).

### *Termination*

Indeed may cancel all or part of Career Services or we may suspend your access to Career Services at our sole discretion, at any time, with or without prior notice. If you wish to terminate your use of Career Services, you may do so at any time. Indeed may also, in its sole discretion, refuse to offer Career Services to anyone, without providing a reason.

## **10. Salary and Other Information Provided by Indeed**

Indeed may provide salary and other 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. Please note that all salary figures displayed on Indeed 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, 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. Some of the data may be provided by the Employer and Indeed does not guarantee the accuracy of such data. Indeed may add labels or badges to Job Ads – such as pay types, specialties, benefits, or union associations – based on data contained within the job description for informational purposes only. Indeed does not guarantee the accuracy of any label or badge that is added to Employer names or Job Ads, including data on Job Ads.

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 including the translation of any user generated content which is translated using Google Translate API, completeness, legality, reliability, or availability of any Company Page. Please contact the Employer for the most accurate and up-to-date company information.

## **11. 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, and any other information you provide directly to Indeed including desired salary, past experience, any information in your Indeed Profile, and any of your other behavior on the Site. 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. By using Indeed, you acknowledge and agree that Indeed collects, records, processes, analyzes, and stores any and all information you provide and activities you take on the Site, and any and all interactions and communications you have with, on, or through the Site.

When you initiate a job application on a website operated by an Employer or its applicant tracking system, Indeed may collect certain information about you and any actions taken by you during your visit using automated means, such as via API, cookies and web beacons. The information collected includes, for example, information about Job Listings you viewed and job applications you started and completed. An Employer who provides tracker 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 tracker functionality.

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 Searchable 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 Searchable, 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 Not Searchable. 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.**

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, as well as whether you have an arrest or conviction record (“demographic data”). By choosing to provide your demographic data 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 data to be used in this way, do not provide it to Indeed (or, if you have already provided your demographic data to Indeed, you can request it be removed). You further acknowledge and agree that another Job Seeker’s demographic data is personal information, and to the extent permitted by law you waive any right to request or view demographic data pertaining to any other Job Seeker.

Please note that Indeed may be required to comply with legal obligations or governmental requests or to establish or exercise its legal rights or defend against legal claims. This means, for example, that Indeed may receive legal process from courts or law enforcement to reveal user data, including demographic data.

Please also note that some Employers may ask applicants to voluntarily self-identify certain demographic information such as race, ethnicity, sex, disability and/or veteran status along with their job applications. Some Employers are required by law to ask these questions and you may see these questions when applying to jobs on Indeed. That is a separate process from Indeed’s collection of demographic data, and Indeed is not responsible for these questions. If you have questions or concerns about an Employer’s application materials, please contact the Employer directly or refer to their privacy policy.

**12. Indeed Hiring Platform**

Indeed Hiring Platform is a platform designed to streamline Employer hiring and employment decision- making processes by allowing users access to various products such as Indeed Interview and 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.

**13. Indeed Hire**

Indeed Hire provides recruitment services to its clients. When you apply to a job supported by Indeed Hire, or otherwise engage with Indeed Hire as a Job Seeker, you acknowledge and agree that Indeed Hire may use the Site and its tools as an agent to Employers, such as Indeed Apply, Virtual Interviews, Assessments and other screening tools. You further agree that Indeed Hire may use information you provide to Indeed Hire and data collected through the Site to present potential job matches to you and to potential Employers.

Employers retaining Indeed Hire are solely responsible for determining their job requirements, the specific needs of their hiring efforts, and their hiring decisions. By engaging with Indeed Hire, you understand that you are not guaranteed job interviews, job placement, suitability for a particular position, or assurance of being hired, and you take full responsibility for your own decisions and actions during the recruitment process, including the acceptance or rejection of job offers.

**14. 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. Despite the application of Irish law, if you are a consumer resident in the EU, you also enjoy the protection of the mandatory provisions of the law of the country in which you have your habitual residence. The application of mandatory provisions limiting the choice of law and in particular the application of mandatory laws of the country in which you have your habitual residence, such as consumer protection laws, shall remain unaffected.

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.

## 15. Class Action Waiver

By using the Site or any Program Elements (defined below) 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 the Publisher Program, 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, you acknowledge that your use of job search, Indeed Apply, and other free services on the Site is not purchased. Your acceptance of this Agreement, including this Class Action Waiver, is an essential part of the bargain allowing your free 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 13 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. You further agree that the [Terms of Service for All Users](#) also apply. For the avoidance of doubt where the Terms of Service for All Users overlap or conflict with the Terms of Service for Employers, you agree that the Terms of Service for Employers will govern.

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 or other user as described above.

### 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 (including the [Data Processing 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.

When you create an Indeed account, Indeed may require that you verify your identity. You may be presented with different options for verification, including through a third party service called **ID.me**. When you use **ID.me**, you are interacting directly with **ID.me**, and you share your identification and identity with **ID.me** directly. You agree that **ID.me** is solely responsible for any collection, use, storage, processing, or loss of data you provide, and any legal obligations related to such activities, including the capture or storage of any biometric identification or biometric identifiers. Indeed does not collect any biometric information or biometric identifiers, or receive any biometric information or biometric identifiers from ID.me.

When you access or use the Site in your capacity as an employee or other representative of an Employer, or if you create an Indeed account on behalf of an Employer, you represent and warrant that you have the authority to bind the Employer to this Agreement. When you create an account on behalf of an Employer, the account belongs to the Employer, and you acknowledge that any and all information that you provide Indeed through the account, such as the actions you take and when you take them, will be visible to the Employer. As part of this account you may have an individual profile (“Employer Profile”). Your Employer Profile consists of information you provide on the Site in the “Account Settings” and “Employer Settings” section of the account.

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 account 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. Employers may request that Indeed disable an account at any time by contacting the [Employer Help Center](#). Please note that Indeed may

be required to preserve business records pertaining to that account to comply with its obligations under law. Alternatively, if an Employer agent wishes to access or delete their Personal Data held by Indeed, they should follow the steps listed in the “Your Personal data rights” section of this [Privacy Policy](#).

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) (“Admins”) 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, such as accessing account data, including candidate Personal Data, contained in the account of the user who initiated the invite, 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. When using a Linked Account, any users with access to certain Roles may have access to any or all account information, such as: 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. If you accept another user’s invitation to link your Employer account to their Employer account, you acknowledge that any and all information about your activity in your Employer account, such as the actions you take and when you take them, will be visible to all linked users. Linked Account users will not be able to see your activity, such as your job searches, applications or preferences or your Indeed Profile information, contained in your Job Seeker account. You may visit your account settings at any time to unlink your account. The Admin assigned to an Employer account may also unlink any user from that Employer account at any time, and may be notified if your Linked Account is used to login from too many devices.

If your Indeed employer account has a credit card or other payment method on file, such as bank account information for Automatic Clearing House (“ACH”) payment, Indeed may charge that payment method for any products or services you order and for any outstanding payments, including to correct billing errors.

You agree that Indeed may send notices to Job Seekers informing them that an Employer account has been compromised, including if such account is associated with you. Indeed cannot and does not guarantee that such notices will always be sent or received, and you therefore agree that Indeed bears no responsibility for doing so. Indeed makes no warranty regarding, and disclaims any liability for, the accuracy, completeness, timeliness, or reliability of such notices.

Indeed may offer suggestions, recommendations, or information to users that may support or improve their experience on Indeed Sites. You understand that these offerings are provided as a courtesy and without warranty, and your use of such information is at your sole discretion. As an Employer, you are responsible for your use of the Site and any tools offered therein, including your decisions regarding your job description, the requirements for your job, compliance with applicable laws, including relevant federal, state, and local laws related to job postings, and whom you interview or hire. Indeed assumes no responsibility and disclaims all liability for any actions you take based on any information provided by Indeed. Indeed may limit your ability to post a job, or the visibility of your job, if it does not appear to indicate a salary above minimum wage, wage transparency laws, or does not comply with other applicable law; however Indeed is not responsible for, and you are solely responsible for, compliance with minimum wage, local language and other legal requirements.

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.

## **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 Seeker may indicate interest in Job Listings through Indeed Apply, and that Indeed will send applications to the email address you provide. You also agree that Indeed may activate a chatbot, 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 if you use such candidate management tools, Indeed may assemble the candidate’s application materials, resume, answers to screener questions, assessment responses and other information the candidate provides to Indeed into one document or webpage. 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, reporting requirements or other applicable law. By using these tools 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. Candidate Summaries may be provided by Indeed for certain Job Seekers in the Candidate Details page. These Summaries are populated with information from the Job Seeker and information provided



by you in the Job Description. Candidate Summaries are not a recommendation for employment. Employers agree to review the full application and not to use such summaries as the basis for employment decisions. **In a Candidate Summary or other product or service on the Site, you may see a verification of a Job Seeker’s skills, certifications, or other qualifications. Indeed does not guarantee the accuracy of such verifications or information, and you are solely responsible for verifying information on the Site.**

Whether you are using the Site directly or any ATS you are responsible for the contents of your emails, application form, screener questions or their format, criteria you set for inviting candidates to interview, Company Pages that you create, update, or manage, 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 you are solely responsible for compliance with applicable law for all content on the Site, including minimum wage requirements, wage transparency laws, or any other law. If you include voluntary self-identification questions for Job Seekers along with your application materials, you are solely responsible for compliance with applicable laws related to such questions, including the content and format of the questions and your use of the Job Seekers’ responses. You are solely responsible for compliance with all applicable regulatory requirements related to collecting and reporting demographic information about applicants.

If you close or change any Job Listings that you post, you agree to promptly update such Job Listings on Indeed or otherwise notify Indeed. Indeed may provide you with a mechanism for responding to requests for accommodations from Job Seekers. **You are responsible for ensuring that your selection criteria are job-related, that you do not pose “disability-related inquiries” or medical inquiries in violation of the law, and that you do not screen out people with disabilities or members of any protected category under the law. You further acknowledge that you are responsible for offering alternative methods of screening, if so required by the Americans with Disabilities Act or any similar law. You are responsible for clearly indicating that reasonable accommodations are available, engaging with and responding to any requests for accommodation, and providing information about how to request an accommodation to Job Seekers.**

You agree that Indeed may reject or remove any Job Listing or any questions for Job Seekers for any or no reason. For example, Indeed may remove any Job Listing or question that directly or indirectly discriminates against Job Seekers. Direct discrimination means, for example, that a Job Listing, requirement, or question 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, requirement, or question 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, requirement, or question that directly or indirectly discriminates against Job Seekers or otherwise violates applicable law. **You understand and agree that you are responsible for ensuring that your Job Listing requirements and criteria are job-related and in compliance with applicable law.** Indeed 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. You are solely responsible for checking your Employer dashboard to view job applications and other information. Any notifications, such as emails, you may receive about applications or other activities, are provided solely as a courtesy to you and you should not rely on them.

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, such as 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 another method. 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.

Should you post any Job Listings for Job Seekers in any country (including but not limited to Japan) where the cross-border transfer of personal data is regulated (such as requiring user consent), you warrant and agree that you will not cause or allow a cross-border transfer of personal data from Indeed to you that violates or is contrary to the applicable data protection laws. For example, you will take such actions to ensure that any resultant job applications and other personal data to be sent or directed to your designated contact information (including an Applicant Tracking System (ATS) or other service provider selected by you) either through Indeed Apply or other relay functions shall be accessed or received by you at your business location in such country.

When Job Seekers apply or RSVP to your Job Listing, Indeed may give them the opportunity to provide certain demographic information to Indeed, such as race and ethnicity, gender, age, LGBTQ+ community membership, and disability status, as well as whether they have an arrest or conviction record (“demographic data”). This Indeed demographic data survey is separate from any voluntary self-identification questions provided by Employers. By using the Program, you agree that Indeed may collect demographic data from Job Seekers applying to your Job Listing using Indeed’s demographic survey, and that Indeed may use information from that survey to evaluate and improve our products. You further agree that you as an Employer have no ability, right, or entitlement to view or access demographic data collected via the Indeed demographic data survey pertaining to any Job Seeker or related to any employer by any means including civil discovery, subpoena, or any other legal process without their permission. You agree you are solely responsible for complying with all applicable nondiscrimination laws. Indeed disclaims any warranty regarding the demographic composition of Job Seekers applying to any particular job.

When you use Indeed Apply for your Job Listings, you acknowledge and agree that Indeed may add functions into the corresponding Indeed Apply emails. 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, such candidates will receive rejection notices and will be set 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.

Similarly, you may be given the option to use candidate management tools that schedule interviews on your behalf with Job Seekers who meet criteria you have selected. If you choose such option, Job Seekers will be scheduled for interviews and invited to interviews on your behalf via email based on whether information the Job Seeker has provided to Indeed (e.g., answers to screener questions, resume, Indeed Assessment Responses) matches criteria you have set. **You are responsible for ensuring that your selection criteria are job-related, that you do not pose "disability-related inquiries" or medical inquiries in violation of the law, and that you do not screen out people with disabilities or members of any protected category under the law. You are responsible for offering alternative methods of screening, if so required by the Americans with Disabilities Act or any similar law.** You further agree that Indeed has no discretion in the transmission or storage of these interview invitations (which are purely mechanical), that transmission or storage is not guaranteed, and that the information the Job Seeker provided to Indeed may not be accurate. Indeed may request that Job Seekers confirm their interest in the position before scheduling an interview. It is ultimately the Employer's responsibility to confirm whether any interviews were scheduled, or to reschedule or cancel interviews if necessary. The decision of who to interview is decided solely by the Employer, who can choose to interview any Job Seeker at any time, and by scheduling such interviews, Indeed does not warrant that a Job Seeker is qualified, meets the criteria the Employer has set, or that the information provided by the Job Seeker to Indeed is accurate. Indeed candidate management tools are intended to allow Employers to more efficiently connect with Job Seekers as they determine, and the sole responsibility for the content of any screener question, any decision to proceed or not proceed with interview or offers, any issues arising from an acceptance or denial of employment, and any other issues arising from the use of candidate management tools is solely with the Employer. By using this and other candidate management tools, you acknowledge and agree that Indeed is not procuring employees for Employers or procuring opportunities to work for Job Seekers, and that Indeed does not act as your employment agency by offering these candidate management tools.

You agree that Indeed may take action to try to identify and reduce spam applications, including by imposing a cover letter requirement for applicants. You agree that Indeed may also ask Job Seekers whether they can reliably commute to the work site if you require in-person attendance. Indeed may also highlight to Job Seekers qualifications required for your position in order to help the Job Seekers assess whether to apply for your role. 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 your 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, as well as to Indeed providing the recording to third parties to aid in analysis or quality of the product. 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, application materials, voluntary self-identification questions, or screener questions (or answers thereto) posted by you, or any message sent by you. 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 as set out in the IO for that 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 the maximum interest permitted by law and (ii) any reasonable expenses and attorney fees Indeed incurs collecting such late payments.

When you view, send, take action on, make a decision regarding, store, or receive materials (including Job Listings, resumes, applications, pre-recorded interviews, and messages) through or using the Site or any Applicant Tracking System ("ATS"), Indeed may, for any purpose, use any data of such materials or action 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 Job Listings for Job Seekers and Employers), whether via automated means or



otherwise. Indeed may also inform the Job Seeker of your actions or activity related to such materials through or using the Site or any ATS. For example, Indeed may notify the Job Seeker about your activity or action related to a Job Ad (such as pausing or closing it), or Job Seeker's application or Resume (for example, that you viewed or responded to it, or that you made a decision with respect to it). Indeed may inform Job Seekers about activities you take on the Site, for example, whether you are online, recently active, or active on Indeed. You hereby consent to Indeed informing the Job Seeker about such actions and activities.

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 added 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. **Some of the data may be provided by the Employer and Indeed does not guarantee the accuracy of such data.** Indeed does not guarantee the accuracy of any label or badge that is added to Employer names or Job Ads based on employer provided data, including data on Job Ads. Indeed reserves the right to change or remove such label or badge features at any time and in Indeed's sole discretion.

If you access or use any Indeed Application Programming Interface (API), including accessing and using the Site or any of the Indeed Apps or any Applicant Tracking System (ATS) through an API, you agree to be bound by this Agreement, the [Indeed API Terms](#), [Indeed Privacy Policy](#), the Site Rules, and any additional rules and policies made available by Indeed. YOU UNDERSTAND AND AGREE THAT YOU ACCESS AND USE ANY API AT YOUR OWN DISCRETION AND RISK AND THAT INDEED DISCLAIMS ALL LIABILITY ARISING OUT OF YOUR USE OF ANY INDEED API. **It is your responsibility to regularly review any Indeed App or the Site for the most up-to-date information (including, but not limited to, explanations about how features work, disclaimers and disclosures regarding the services provided, method for charging) about Indeed's products and services. By using an 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 or ATS via an 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.**

**Your use of a third party developer to build an integration with an ATS:** Should you appoint or otherwise utilize a third party developer to develop an integration with an ATS, you shall ensure that you and the third party developer comply with all applicable Data Protection laws (including, inter alia, the execution of data processing agreements) in the development of the ATS integration. When you use the Indeed API through a third party developer to develop an integration with an ATS you shall be fully liable for the actions / omissions of the third party developer and the ATS you choose to use. You shall also ensure that all personal data (including disposition data) transferred to Indeed via the integration takes place in compliance with applicable Data Protection laws, for example, obtaining consents from and providing notices to data subjects (as applicable) as well as implementing relevant agreements where required by such laws. You shall indemnify and hold harmless Indeed against any claim or actions brought by a data subject arising from or related to Your use of the API and/or your use of a third party developer and their use of the API.

You acknowledge that as part of its efforts to combat fraud and spam, Indeed may require that users verify their email address, including Job Seekers applying to your job. However, email verification is not guaranteed. You are responsible for your use of any software that rejects applications from unverified email addresses.

You further acknowledge that compliance with any governmental record-keeping requirements, such as the Office of Federal Contract Compliance Programs' (OFCCP) internet applicant record-keeping rule, is your sole responsibility.

### 3. Job Match

Job matches are recommendations which may be presented to both you as an Employer and to Job Seekers in various formats on the Site. For example, Indeed may recommend Resumes which match Job Ads you have posted, or recommend Job Ads to Job Seekers which are similar to jobs to which they have recently applied. Job matching is provided to you on a beta basis and is subject to our Beta Program (see section 9 of the Terms of Service for All Users).

To generate matches, Indeed uses data collected through our Site from both Employers and Job Seekers. This includes Job Ads, Resume, application materials (including responses to screener questions), Indeed Assessments, and user activity on Indeed (such as searches run and Job Ads clicked on and applied to). You agree and consent that Indeed may use this information to present potential matches to you and to potential Job Seekers.

### 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, may come from a third party, and they are subject to change or varying levels of accuracy. If you

are participating in the Indeed Ads Program and your Sponsored Job advertising budget is set on a per-apply basis, you will be charged based on Indeed's determination of Apply count as reflected in your employer dashboard and not based on the number of applies that may be provided to Job Seekers for informational purposes only. Indeed may add labels or badges to Job Ads – such as pay types, specialties, benefits, or union associations – based on data contained within the job description. These are for informational purposes only and Indeed does not guarantee the accuracy of any label or badge. 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. 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.

Indeed may offer job post templates for informational purposes only. By using any of this content, you adopt it as your own and are responsible for making it true, appropriate and compliant with all applicable laws. All content provided by Indeed, including template job post information and estimated applications for a given job posting, is for informational purposes only, may comprise or be based on information provided by third parties, is provided without warranty, and is subject to change and varying levels of accuracy. Estimated applications are not a guarantee of future performance.

## 5. Screening Tools

Indeed may make available to you screening tools for your use for candidates who apply to your job, 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 agree you are solely responsible for the use of such screening tools in compliance with the law, such as: the Fair Credit Reporting Act and similar state statutes; applicable employment, equality or anti-discrimination laws such as Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and other similar federal, state, and local laws; and any applicable data protection or privacy laws, or laws regulating use of “automated employment decision tools”. You agree that an Assessment is only designed to evaluate a particular knowledge, skill, or ability. 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. You agree to use an Assessment in combination with other selection and hiring processes to measure only those knowledge, skills or abilities and/or other characteristics that are 1) job-related and 2) required for a candidate's first day on the job. **You are responsible for ensuring that your selection criteria are job-related, that you do not pose “disability-related inquiries” or medical inquiries in violation of the law, and that you do not screen out people with disabilities or members of any protected category under the law. You further acknowledge that you are responsible for offering alternative methods of screening, if so required by the Americans with Disabilities Act or any similar law. You are responsible for clearly indicating that reasonable accommodations are available, engaging with and responding to any requests for accommodation, and providing information about how to request an accommodation to Job Seekers.** Indeed shall direct Job Seekers who reach out to Indeed with an accommodation request to you via the contact information you provided to Indeed, and you are responsible for monitoring your inbox for such requests. 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, each disability is unique and Indeed does not warrant compliance 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 law, or that your use of any 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, candidates with whom you do not interact within your chosen time frame will receive rejection notices, 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.

Indeed may offer functionality that groups candidates based on whether they meet or may meet Employers' criteria, based on text in their resumes or answers to screener questions, and we offer Employers the ability to automatically schedule calls with applicants who meet their criteria as well. In all cases, Employers can view any applicant at any time, and Indeed makes no decisions about any applicant.



**You agree that such functionality does not constitute or contribute to a decision, and is not a substitute for human discretion and review. You agree not to use such functionality as the sole factor, as a factor weighted more than other factors, or to modify or overrule conclusions derived from other factors, in your decision-making or hiring processes.**

## **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 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 mask or hide contact information, such as phone numbers and email addresses, and substitute it with an alias. For example, Indeed may mask Job Seeker contact information from resumes or applications. Indeed may also mask your email address or phone number, and Job Seekers may see an alias email address or phone number when they communicate with you. You agree to a Job Seeker contacting you from a masked phone number or email. If you contact a Job Seeker from a masked phone number and you do not leave your contact information, after the masked number expires, the Job Seeker may not be able to contact you by phone unless you have provided your actual contact information to them. Once a Job Seeker has your contact info, you agree that Indeed is not responsible or liable for the manner in which they may use the info.

Sending messages to Indeed aliased email addresses and use of Indeed Messages on or through the Site shall be limited to the purpose of hiring for your Job Listing. Indeed may group messages together as part of a conversation on Indeed Messages. This is done as a courtesy, and some messages related to the same conversation may not be grouped together. When communicating with a Job Seeker through Indeed, the Employer sender's information may be displayed in different ways, for example, it be may be displayed as the Employer's company name or the name of the specific person sending the message, but you or the Job Seeker may not see all that info in all circumstances.

Indeed's messaging system is not intended for sending one message to multiple people. You agree to not use Indeed's messaging services to send bulk messages, unless specifically authorized in the Indeed interface. You agree to not circumvent this limitation through using your email client for this purpose, for example by sending email messages through your email client (e.g. your Gmail or third party email provider) to multiple Indeed aliased email addresses. You agree that any email that you address to more than one Job Seeker on the To, CC, or BCC line is separated into different emails and conversations by Job Seeker; you will see Job Seeker responses in their own email threads and their own conversations on Indeed Messages. If a user sends an email to multiple recipients (e.g. by adding additional aliased email addresses to the cc field in a third party email client), this may affect the way messages on Indeed are displayed. In this case, it is best to view the email conversation in the third party email client. 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.

If you, or anyone on your behalf, send or receive communication on or through the Site (including by sending or receiving text messages, sending or receiving communication to/from an email address aliased by Indeed and/or by using a different email address from the one associated with your account), you agree to the communication being processed, analyzed, reviewed, and stored, including via automated means, for data analysis, quality control, enforcement of the Sites' rules and other Indeed policies, content moderation, and to improve the Site or any other Indeed product or service. If you disagree with any part of these terms, do not use the Site.

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 chat or other communication options for select Employers or Job Listings, in its sole discretion, and to notify Job Seekers that chat or other communication options are available for a particular job or Employer. For example, you may be eligible to enable pre-apply chat to certain Job Listings. To remain eligible for pre-apply chat, you must respond to Job Seeker communication in the amount of time identified on the Site. Indeed may, in its sole discretion, turn off or disable chat for any Employer or Job Seeker at any time without prior notice.

Indeed may enable text messaging relay and/or call relay services through our Site to help facilitate contact between Employers and Job Seekers about a Job Listing. You understand that communicating through such relay services on or through the Site shall be limited to the purpose of hiring for your Job Listing. Indeed may, in its sole discretion, turn off or disable text messaging relay and/or call relay services for any Employer or Job Seeker at any time without prior notice and for any or no reason. Please note that since these text messaging relay and call relay 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 send or receive such text messages or calls.

You agree that Indeed is not responsible or liable for the content of any text message and/or call from you or Job Seekers. You further agree that Indeed is not responsible or liable for the manner in which you or Job Seekers use text messaging relay and/or call relay services.

If you use Text to Apply, you agree that you are requesting that Indeed respond to Job Seeker text messages sent through Text to Apply, on your behalf. When a person texts the assigned Keyword to the phone number provided, Indeed shall respond with a text message containing a link to the sponsored Job Ads that you have associated with Text to Apply. You acknowledge and agree that only sponsored Job Ads may be displayed and that use of Text to Apply or Scan to Apply is a benefit to sponsoring Job Ads. Indeed may, in its sole discretion and without prior notice, (i) suspend or terminate your use of your Keyword and require you to choose an alternative Keyword or (ii) terminate your use of and access to Text to Apply and Scan to Apply. Indeed may do so for any or no reason, including for the following reasons: (i) if you choose a Keyword that infringes third party intellectual property rights, (ii) if Indeed is notified of any violations of our SMS provider’s terms of service or (iii) if a Sign violates any of Indeed’s terms. When promoting Text to Apply or Scan to Apply, please note that Job Seekers will need to have or create an Indeed account to complete any application. A disclaimer noting this requirement should be included in any signage promoting Text to Apply or Scan to Apply.

You agree that you are solely responsible for the Sign placement and all Sign content including any text, QR code or design elements. Furthermore, you acknowledge and represent that your Sign and its contents do not infringe any third party rights (including copyright or trademark) or contradict any obligations you may have under an existing contract with a third party. You agree to remove or update any Sign upon Indeed’s request. By using the Indeed name, trademarks, or logos (“Indeed Marks”) in connection with any Sign or marketing materials, you agree to the Indeed Scan/Text to Apply License Terms. All uses of the Indeed Marks shall be subject to the Indeed Trademark Usage Guidelines as may be provided to you from time to time. The Sign and any text messages that a Job Seeker sends constitute User Content and shall be treated in accordance with any User Content sections herein.

You may cancel the Text to Apply or Scan to Apply service at any time. To do so, remove any Signs and inform your Indeed Sales or Customer Success Representative. It may take a few days to process your request, and you agree that during that time persons who send Keywords to the designated phone number may continue to receive text messages. You understand that any Keywords, phone numbers or QR codes associated with your account may no longer be available to you upon cancellation. You agree that Indeed is not responsible for connecting you with Job Seekers via Text to Apply or Scan to Apply once you cancel those services.

**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, pre-recorded videos, pre-recorded audios 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 are solely responsible for offering alternative methods of communicating or interviewing for individuals with disabilities, if so required by the Americans with Disabilities Act or any similar law.

YOU UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, 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, TO THE MAXIMUM EXTENT PERMITTED BY LAW, 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 FURTHER ACKNOWLEDGE AND AGREE THAT INDEED DOES NOT ASSUME ANY RESPONSIBILITY FOR AVAILABILITY OR RETENTION OF ANY RECORDINGS 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 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. 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.

**Recording Virtual Interviews:** As an Employer, you may be presented with an option to enable recording of Virtual Interviews. You acknowledge and agree that you will not record, store, or analyze Virtual Interviews without permission from Job Seekers and all participants. By recording a Virtual Interview, you represent and warrant to Indeed that you have secured all necessary consent and will comply with all applicable laws, including state and federal law regarding consent to record interviews and phone calls. By choosing to record Virtual Interviews through Indeed, you agree that third-party providers and Indeed can store and access the recording. However, you agree that Indeed is not obligated to store or retain any recording of a Virtual Interview. YOU FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD INDEED HARMLESS FROM ANY ALLEGATIONS, CLAIMS, ACTIONS, SUITS, DEMANDS, DAMAGES, LIABILITIES, OBLIGATIONS, LOSSES, SETTLEMENTS, JUDGMENTS, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COSTS) THAT ARISE FROM THE RECORDING OF VIRTUAL INTERVIEWS.

**Virtual Evaluations:** You shall only use the recordings and other information obtained through Virtual Evaluations for your internal hiring purposes. You shall not use Virtual Evaluations for any illegal, discriminatory or fraudulent purpose. As part of Virtual Evaluations, you will submit or approve interview questions which Indeed will share with candidates. You agree that the interview questions are part of your application process and determined solely by you. Indeed may provide you with the ability to directly invite candidates to participate in Virtual Evaluations or you may instruct Indeed to automatically invite candidates who meet your selection criteria, for example, all candidates who submit an application through Indeed. You acknowledge and agree that you are solely responsible for your use of Virtual Evaluations, including how you decide which candidates shall be invited to participate in Virtual Evaluations, who you decide to contact after the Virtual Evaluation has been completed and any employment related decisions that you make. Indeed does not act as your employment agency by offering you the Virtual Evaluations service. A candidate's Virtual Evaluation video will only be deemed complete and submitted to you when the candidate approves the submission through the Virtual Evaluations tool. Indeed reserves the right to not submit a candidate's response if a candidate or Employer uses the tool in an abusive manner, which shall be determined in Indeed's sole discretion. You agree that Indeed is not responsible for maintaining or storing any candidate submissions through Virtual Evaluations, and that you are responsible for your own compliance with any applicable record retention requirements. You acknowledge and agree that the video recordings and transcripts associated with Virtual Evaluations will only be retained for a period of one year from the date that the recording is completed by the Job Seeker ("One Year Period"). After the relevant One Year Period, the video recording and transcript will be permanently deleted and you will no longer be able to view or access them. You acknowledge that the Virtual Evaluations video recordings contain personal and confidential information, and you confirm that those you're sharing the Virtual Evaluations video link with have permission to view the recording. The term User Content as defined in these Terms of Service shall include the content of the interview questions, as well as the content of the Virtual Evaluations video recordings, transcripts and any other information that you or a Job Seeker sends through Virtual Evaluations.

## **8. Company Pages, Enhanced Profiles, Employer Branding Hub**

When you post a Job Ad directly on Indeed, Indeed and/or Glassdoor may automatically generate for you a Company Page and/or a Glassdoor Profile 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" (or similar wording) 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 identified on the Company Page. Additionally, Indeed may include all of your Job Ads posted on the Site on your Company Page, including those posted directly on Indeed as well as those indexed by Indeed from other sources. 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 photograph(s) or videos you provide, and third-party websites reachable from content you put on a Company Page.

Indeed may offer Indeed Company Pages Premium ("CMPP") and Glassdoor Enhanced Profile ("EP") (collectively, "Employer Branding Hub"), which include features accessible only on a subscription basis and may be charged as indicated in an insertion order ("IO"). An IO is a separate agreement between you and Indeed that incorporates these Terms. Indeed reserves the right to change or remove CMPP or Employer Branding Hub features at any time, in Indeed's sole discretion. Employer Branding Hub features may include analytics, insights, 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. Use of EP and analytics and review analysis provided by Glassdoor are subject to the [Glassdoor Terms of Use](#), except to the extent of any conflict with these Indeed Terms of Service for Employers, in which case these Indeed Terms of Service for Employers will govern. Indeed is a reseller of Glassdoor products and services, and all invoice and payment processing for such products and services shall be undertaken by Indeed and subject to Indeed's Privacy Policy.

Please note that Indeed and Glassdoor host User Content submitted by our users. User Content includes salaries, company reviews, interview reviews, company photos, answers to Q&A questions on Company Pages or Employer Branding Hub, and other materials and content provided by users to Indeed and Glassdoor. We moderate User Content using the same standard of review for all employers and

do not provide preferential treatment for our customers. You understand and agree that our application of User Content moderation policies, and our decision of whether or not to remove a piece of User Content, is within our sole discretion and cannot form the basis of a violation of this Agreement.

You may cancel your participation in CMPP, EP, or Employer Branding Hub 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. Except as otherwise indicated on your IO, annual subscriptions will not automatically renew, and need to be renewed each year through an IO. If you purchase an EBH annual subscription that automatically renews, you acknowledge and agree that your subscription will automatically renew and Indeed will charge you on a recurring basis until you cancel your subscription and such cancellation goes into effect, which may not be until the next billing cycle. To cancel your EBH annual subscription auto renewal without incurring any charges, email your sales representative and [renewals@glassdoor.com](mailto:renewals@glassdoor.com) no later than 30 days prior to your renewal date. You are responsible for all taxes as applicable and appropriate.

Indeed may offer some Employers 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 a Featured Employer designation, generally, is a function of the number of Ads and amount you spend on Indeed. The Featured Employer program may be changed or removed by Indeed at any time, at Indeed’s sole discretion and without notice.

## 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 human resources 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](#)\*; the laws of Japan, if you are located in Japan; 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 Ontario, Canada if you are primarily supported by Indeed’s offices in Canada; the laws of Germany, if you are supported primarily by Indeed’s Germany office; 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](#)\*; Tokyo, Japan if you are located in Japan; 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](#)\*; Tokyo, Japan, if you are located in Japan; 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; Düsseldorf, Germany, if you are supported primarily by Indeed’s Germany office; 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 dispute, 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. Indemnification**

You shall indemnify, defend and hold harmless Indeed, its agents, affiliates, and licensors from any claim or liability (including without limitation reasonable legal fees) arising out of or related to: (a) your violation of any term of this Agreement; (b) your use of, and access to, the Site or any Indeed product, program, or service; (c) your loss of, or disclosure of, information gained from using the Site or any Indeed product, program, or service; (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 (**this includes any claims that Indeed as your agent violated any such 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 actions as an Employer, including without limitation doing or not doing the following: screening, hiring, promoting, or demoting any employee or Job Seeker; or (h) the activities of any third-party service providers you engage to assist you with activities related to your use of Indeed products and services, such as, but not limited to: facilitate your sourcing activities or track the conversion rates of job seeker through to job applicant. This defense and indemnification obligation will survive this Agreement and your use of the Site or any Indeed product, program, or service.

**14. Extended Campaign Tools**

Indeed may offer a service to facilitate the coordination of Job Ads within geographically distributed businesses, such as franchises or large companies with many locations, such as Indeed Central or Groups (“Extended Campaign Tools”). You acknowledge and agree that using Extended Campaign Tools 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 Extended Campaign Tools. By using Extended Campaign Tools, 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 Extended Campaign Tools. You may request that Indeed grant access and control of your Extended Campaign Tools 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.

**15. Candidate Import**

Indeed may offer a platform that allows you, or someone acting on your behalf or authority (such as a recruitment management service), 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 (as defined below), you instruct Indeed to process such information on your behalf pursuant to this Agreement and any applicable Data Processing Addendum (“DPA”); Client Personal Data and Indeed as used in this Section shall have the meanings given to them in the Data Processing Addendum in this Agreement. By using Candidate Import, you instruct Indeed to display information about the interactions (including Virtual Interviews which are currently scheduled or were previously conducted) between you or Indeed and the job applicants within their Indeed accounts, and you represent and warrant that you, and any third party who you have authorized to upload Client Personal Data to the platform, have obtained all necessary rights and permissions from, and provided all necessary information and disclosures to, job applicants as required under applicable data protection or other relevant 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 asking them to create an account with Indeed. You agree to defend and indemnify Indeed for any breach of the foregoing sentence. You also agree that Indeed is only responsible for such Client Personal Data, in accordance with the DPA, once it is received by Indeed and you are responsible for such Client Personal Data up until such receipt by Indeed and thereafter with respect to your use of such Client Personal Data.

## C. Terms of Service for Publishers

The following Indeed Publisher Program Terms (“IPP Terms”) apply to any Publisher that accesses, participates, or uses the Indeed Publisher Program (the “Publisher Program”), that accesses or uses an Application Programming Interface created or maintained by Indeed (“API”) related to publishing jobs (such as Indeed’s Publisher API or Publisher Job Search API), 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. For purposes of this Section C of the Indeed General Terms of Service, “You” or “Publisher” means any entity identified in an enrollment form, application, or questionnaire response 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’s Publisher Program is offered on a limited basis, in limited quantities, in limited locations, and for a limited time. Indeed shall have absolute discretion as to whether or not it accepts a particular applicant or site for participation in the Publisher 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](#) (the “AAUP”). To participate as a Publisher in the Publisher Program, all participants must be at least eighteen years of age. Participants represent and warrant that all information submitted to Indeed shall be true, accurate and complete.

Publisher acknowledges that by accessing the Site, any Indeed API, 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, Jobroll™, pay-per-click, pay-per-apply, or pay-per-started-apply advertisements, 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”). 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”, wherein the word “Jobs” shall be hyperlinked to <http://www.indeed.com> 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> or other Indeed website as agreed by Indeed. We provide the [Indeed Logo Image](#) online for your convenience.



Publisher accepts and agrees to abide by all terms of the <https://www.indeed.com/legal?co=US#aaup> and [Indeed API Terms](#). Publisher is permitted to use Indeed's Site and its content solely pursuant to the terms of the Publisher Program. Publisher shall comply with the terms of this Agreement including the Site Rules. 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.

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.

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 ACKNOWLEDGES AND AGREES THAT IT SHALL NOT RECEIVE ANY MONETARY COMPENSATION, INCLUDING COMMISSION PAYMENTS, FOR ACCESSING, PARTICIPATING, OR USING THE INDEED PUBLISHER PROGRAM.

Publisher agrees that it shall not be compensated for any clicks received or 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. No dashboard or any other view of any click count shall be considered as contractually binding on Indeed.

### **4. Termination**

Indeed may suspend or terminate the Publisher Program at our sole discretion, at any time, with or without notice, and for any or no reason. Either party may terminate these IPP Terms and participation in the Publisher Program at any time for any or no reason with or without notice and without liability. If you wish to terminate agreement to these IPP Terms, you may do so by sending a notice by email to support-at-indeed dot com or other email address specified by Indeed. All provisions of this Agreement which by their nature should survive termination shall survive termination, including without limitation, confidentiality, warranty disclaimers, indemnifications, and limitations of liability.

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

### **5. 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 Publisher Program; (b) click-through rates or other performance statistics relating to the Publisher Program provided to Publisher by Indeed; and (c) any other information designated in writing by Indeed as "Confidential" or an equivalent designation.

### **6. 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.

### **7. 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 and this Agreement, by and under the laws of the State of Texas 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 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, the Publisher Program, or these terms of service, if you are located in the United States.

8. Class Action Waiver

By using the Site or any Program Elements 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 the Publisher Program, 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 or the Publisher Program. Additionally, as a Publisher, the use of the Site and the Publisher Program is at no charge and Publisher acknowledges that part of the price it is paying to use this Site and the Publisher Program 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, the Publisher Program, or any Program Elements. 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 7 above.

D. Terms of Service for All Users

The following terms and conditions apply to everyone who accesses or uses any part of the Site, or attempts to do so, or otherwise accepts this Agreement.

When you access or use the Site, you agree to the terms and conditions of this Agreement. You agree that Indeed may perform the activities described in this Agreement, and you acknowledge that otherwise the Site cannot work as intended. **You agree not to submit or post any commercial communications to the Site. Using the Site for commercial communications is a violation of this Agreement.** If you disagree with any part of this Agreement or you do not wish to authorize the activity it describes, do not use the Site. You agree you have read and acknowledge Indeed’s Cookie Policy and Privacy Policy.

1. When You Use Our Site

By using Indeed, you acknowledge and agree that Indeed collects, records, processes, analyzes, and stores any and all activities you take on the Site, and any and all interactions and communications you have with, on, or through the Site. This includes: which areas of the Site you visit (including 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 this data from everyone using the Site, including users of private browsing mode, “incognito mode,” or similar modes. Indeed uses vendors as an extension of the Site to collect, record, process, analyze, and store this data. You authorize Indeed to use this data, User Content (defined below to encompass items such as resumes) and Algorithmic Content (defined below) to develop, train, build, and use statistical models, including artificial intelligence and machine learning models, and no compensation in any form shall be due or payable to you in connection with Indeed’s exercise of its rights granted under this Section. You authorize Indeed to make any connections with wires, lines, cables, or instruments, including with communication systems, that it may decide to make from time to time in connection with operating the Site. You acknowledge that the foregoing is necessary to the operation of the Site.

Occasionally, Indeed tests improvements and updates to our Site and services, which may affect various aspects of the Site such as the ad delivery system, audience, ad performance, ad placement, profiles, resumes, resume search, job search, recommendations, alerts, or formatting. You agree that Indeed may conduct such tests without notice to you. Indeed’s services and their availability may differ by location, and you should check the Site in your location to see which services are available to you.

Indeed may offer suggestions, recommendations, or information to users that may support or improve their experience on the Site. These offerings are provided as a courtesy and without warranty, and are based on information provided by other users, and your use of such information is at your own risk. Indeed assumes no responsibility and disclaims all liability for any decisions you make, or actions you take, using information obtained through the Site.

2. User Content

Some parts of the Site, or our APIs, allow users to post content or data such as Job Ads, resumes, reviews, information, text, images, audio, video, messages, and other materials. This functionality helps users find information and communicate about potential jobs, schools and certifications, employers, and candidates. Any data that a user or other party submits, posts, publishes, displays, or makes available on or through the Site, or otherwise provides to Indeed, is called “User Content.” User Content includes Job Ads, Resumes, company reviews, school reviews, certification or license reviews, and messages sent through the Site.



Indeed is not responsible for User Content, which may be inaccurate, incomplete, misleading, or deceptive. Indeed does not know whether User Content is true. Any opinion, fact, advice, information, or statement in User Content is the sole responsibility of its original author, who may use anonymous identifiers. You may come into contact with content that you find harmful, offensive, threatening, indecent, or objectionable. User Content may not be reliable or suitable for use in a legal proceeding. You acknowledge that Indeed has no obligation or liability with regard to publishing, monitoring, or removing User Content. Indeed also has no obligation or liability regarding the accuracy of User Content which may be translated on our site through a Google Translate API.

If you provide User Content, it must comply with the Site Rules (below). Your User Content must not be unlawful, fraudulent, discriminatory, threatening, abusive, libelous, defamatory, obscene, or otherwise objectionable, irrelevant, or unconstructive. Your User Content must not contain sexual, ethnic, or racial or other discriminating slurs. Your User Content must not contain proprietary information, trade secrets, intellectual property of another person, or confidential information. Your User Content must not contain spam, advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or any other commercial communication besides Job Ads under this Agreement. Your User Content must not be harmful to anyone, especially minors.

You may not post official identification information, such as a 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 on the internet may lead to identity theft for which Indeed cannot be responsible.

By submitting a company review or otherwise providing information, ratings, or answers to questions about your former or current employer, you agree that such User Content may be shown publicly on or through Indeed and its Site and may include your job title, job location, whether you are a current or former employee, and the date on which you provided the User Content. You agree that Indeed assumes no responsibility and disclaims all liability for such User Content, including for any content that you include that may personally identify you. If you do not want your User Content to be publicly visible through Indeed or to personally identify you, do not provide such User Content.

Indeed may monitor and screen User Content and may use it to prevent potentially illegal or tortious activities, or any other activities that are detrimental to other users. In some cases, if we determine that your User Content or actions have violated our Terms or any Indeed policy or are detrimental to other users, we may place restrictions on other accounts that we suspect are affiliated or associated with you. If you believe that any User Content violates this Agreement or our policies, please [contact Indeed](#). However, detection methods are not perfect and false positives or false negatives may occur. Indeed has no obligation to monitor any particular user or User Content, and Indeed makes no guarantee that any particular User Content will be removed.

Indeed reserves the right to disclose all User Content, and any other relevant information and circumstances, 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 disclose User Content you have provided. Your identity may be discoverable via such legal requests, even if you post confidentially or anonymously.

Indeed is an interactive computer service, has no obligation to host or remove any particular User Content, and may exclude or remove any User Content from any part of the Site or services for any or no reason. Indeed has no obligation to include any User Content in any part of the Site (for example, Job Ads in search results). Whether any User Content violates any Indeed policy, whether to publish or to withdraw from publication any User Content, and 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 or obligation to you or anyone else arising from its editorial decisions.

Section 230 of the U.S. Communications Decency Act provides:

**(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).

**3. License to User Content and Feedback**

When you provide User Content you grant Indeed a license to use it. Specifically, 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, reformat, 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 or third party sites, maintaining or improving the Indeed website (including without limitation for the purposes of training a model that recommends content to other users), and promoting Indeed and such User Content without restriction. 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 to the maximum extent permitted under applicable law. Indeed shall terminate this licensed use within a commercially reasonable term after User Content has been removed from the Indeed website. Indeed reserves the right to refuse to accept, post, display or make available any User Content at its sole discretion.

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), such as 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 provide, or that you have the right to grant this license, (ii) your User Content, and Indeed's use of it, will not violate applicable law or the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or other rights of any person, and (iii) use of your User Content will 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 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.

At your discretion, you may provide feedback or opinions about Indeed or the Site, such as identifying potential errors, improvements, modifications, bug fixes, or enhancements ("Feedback"). Indeed is 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. If you provide Feedback to Indeed, 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. Indeed may disclose any or all Feedback to any third party in any manner, and may sublicense any or all Feedback in any form to any third party without restriction. Accepting any Feedback does not constitute a waiver of any rights to use similar or related ideas previously known to Indeed, or developed by its employees, or obtained from sources other than you.

#### 4. Site Rules

When using our Site and services, you agree to these Site Rules and any other rules or policies posted on the Site. Breaking our rules is a material breach of this Agreement and an unauthorized use of the Site.

Do not directly or indirectly:

- Access the Site other than through the web or app interface publicly provided by Indeed, or otherwise access systems without express authorization.
- Provide any false, fake, or fictitious information.
- Provide any code or data with the intent or effect of damaging, disrupting, disabling, harming, impairing, interfering with, intercepting, expropriating or otherwise impeding, the Site or any data, program, system, equipment or communication, or that would cause a violation of any applicable law.
- Access any data, especially personal data, without permission.
- Bypass any limitations or suspensions of functionality.
- Interfere with others' use of the Site.
- Modify, adapt, translate, reformat, resell, frame, or reverse engineer any portion of the Site.



- Remove any copyright, trademark or other proprietary rights notices.

You may not use the Site to:

- Harm anyone or violate the rights of anyone, including the right of publicity, right of privacy, or intellectual property rights.
- Provide false information.
- Transmit or store biometric information or biometric identifiers.
- Promote or encourage illegal activity.
- Promote pyramid schemes, multi-level marketing (MLM) programs, jobs that require payment to start, or any topics we consider detrimental to our users.
- Send unsolicited commercial messages, or any other unlawful communications.
- Imitate or impersonate another person, or create false accounts.
- Send messages to users who have asked not to be contacted.
- Send text messages or make calls for a purpose not related to hiring for or applying to a Job Listing.
- Sell personal data.

We reserve the right to monitor all activity on the Site and to not pass on or deliver any message or communication that may be malicious, spam, fraudulent, or unwanted, or for any other reason. This includes attachments of any type, scripts, macros, or any other form of code. You agree the determination of what constitutes spam is in Indeed's sole discretion. Indeed may use data collected through the Site to make such a determination. Indeed reserves the right to interact with users through the Site, including to investigate whether users are violating these Rules. Indeed reserves the right to turn over any information gathered via such investigations to law enforcement or other third party.

You may not use or misappropriate the Site for your own commercial gain. You may not crawl, scrape, data mine, extract data from, reproduce, duplicate, copy, sell, exploit, trade or resell any part of the Site, except as expressly permitted by Indeed beforehand, in writing. You may not use any automated system or software, whether operated by a third party or otherwise, to violate any of Indeed's rules. You 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 Restricted Lists below; or (c) the subject of sanctions consistent with U.S. law imposed by the government of the country where you are using Indeed.

"Restricted Lists" means: (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; or (e) Bureau of Industry and Security, Department of Commerce, The Entity List.

## 5. Accessing External Sites

The Site links to other sites on the internet which are owned and operated by third parties ("External Sites"), for example Employer websites, Applicant Tracking Systems, or promotional websites. Links to External Sites may be found in User Content available through Indeed (for example, Resumes or Job Ads). Indeed is not responsible or liable for any External Site, including availability or content. Links to External Sites may be removed at any time. Any concerns regarding an External Site should be directed to the responsible third party.

Indeed has no control over what happens on External Sites. If you visit an External Site and complete a transaction outside Indeed, you are entering into an agreement with a third party, alone and at your own risk. You are giving the third party your data directly, and your rights and their obligations are determined by its privacy policies and terms of service. Indeed disclaims all liability from anything that may occur when you utilize or transact with such third parties. We are additionally not responsible for any payment that may be asked of you by such third party.

Indeed may provide you with access to a link on Indeed to services or products offered and performed by a third party ("Third-Party Service"). For example, 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. Indeed operates solely as a technical conduit, allowing the transmission of background checks sent by a background check Third-Party Service to you. 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 background check Third-Party Service to you or to any other Indeed user.

If you choose to use the third-party link and its services or products, you are contracting directly with the Third-Party Service, and Indeed is not a party to this contract. Further, you agree to fully indemnify and defend Indeed for any claims arising out of your use of a Third-Party Service's services or product provided to you by a Third-Party Service.

The Site may include 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](#); and (2) the [Google Privacy Policy](#). Company Page data from Japan may come from Toyo Keizai Shinpo Inc.

## 6. Creating and Accessing Your Account

Some areas of the Site require you to register, provide and verify an email address, or create an account. You agree to provide information that is true, accurate, current, and complete. You may not create multiple accounts, or create accounts by automated means.

**Indeed encourages you to enable two-factor authentication (2FA) on your account where available.** If you do not enable 2FA, you proceed at your own risk. You are responsible for the confidentiality and use of your username and password, which may not be shared. Your account is accessible by anyone with your username and password and who can answer your verification questions. If someone obtains unauthorized access to your account, they could contact users or take other actions through your account, and Indeed's ability to respond is limited.

If you change your phone number provided for 2FA or verification, the change may not be reflected everywhere on [Indeed.com](#), such as the phone number and opt-ins provided through a Job Seeker Profile. An Employer may still be able to contact you at the number in your Profile, if you have opted in to be contacted on that page.

Indeed may send you a notice relating to account security, such as informing you that you may have recently interacted with a compromised account. Indeed cannot and does not guarantee that such notices will always be sent or received, and you therefore agree that Indeed bears no responsibility for doing so. Indeed makes no warranty regarding, and disclaims any liability for, the accuracy, completeness, timeliness, or reliability of such notices.

You may be given the option to use a Passkey (such as a face scan or fingerprint) to sign in to your Indeed account. Passkeys are stored locally on your device, and their management are subject to your control. Indeed does not receive any biometric data or other information related to your Passkey. Indeed is not responsible for any collection, use, storage, processing, or loss of Passkey data nor is it responsible for any legal obligations related to such data. If you do not wish to use Passkey, you may use another method to sign in to your Indeed account.

## 7. Your Contact Information

As part of the Services, Indeed may contact you through your Indeed account or through other means such as email, telephone (including mobile phone), or postal mail, including with contact information that you may provide to Indeed or that Indeed may otherwise obtain from third-party sources.

By providing Indeed with a phone number, you confirm that you are the primary user and subscriber to the telephone number entered, and you expressly agree to receiving calls and texts at that number, including if it is a mobile number.

To stop receiving text messages at any time, reply to the text with STOP or [contact Indeed Customer Support](#). DUE TO THE UNSTRUCTURED CONVERSATIONAL FORMAT OF THIS SERVICE, WE MAY NOT RECOGNIZE OTHER UNSUBSCRIBE ATTEMPTS. 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 Text to Apply 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. Indeed cannot be responsible for third parties to whom you have provided your phone number.

To stop receiving marketing or commercial emails from Indeed, or to manage your email preferences, you may do so by updating your email settings on your Indeed account. You may also opt out of marketing or commercial emails from Indeed by following the unsubscribe link in our messages.

## 8. Payment

You will be charged as indicated by the Site.



By providing your credit card, bank account, or other payment method information to Indeed, you authorize Indeed to charge or debit that payment method for fees owed to Indeed for services purchased, pursuant to the terms associated with any Indeed service you are using and any other agreement with Indeed for purchase of services.

By providing your bank account information and signing up for direct debits from Indeed, you authorize Indeed to use ACH to debit the bank account specified for any amount owed for charges arising from your use of Indeed’s services and/or purchase of products from Indeed, pursuant to these terms, until this authorization is revoked.

**Advertising**

Advertising you purchase may be measured by clicks, RSVPs, applies, impressions, or a subscription or platform fee. **Charges are solely based on Indeed’s measurements (such as click count). Indeed’s measurements (such as click count) shall be binding.** Indeed’s measurements may be derived from data from third-party vendors, such as publishers.

**Subscriptions**

Details regarding the subscription or plan are available on the Site at the time of purchase. 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. These charges to your credit card or debits to your bank account will be made to the payment method chosen by you.

Pausing your subscription does not cancel it. Your subscription will continue to automatically renew after being unpaused. **THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED BILLING CYCLES UNDER THE APPLICABLE SUBSCRIPTION PLAN. AMOUNTS FOR FUTURE PREPAID UNUSED BILLING CYCLES MAY RESULT IN A PRORATED REFUND OF THE UNUSED BILLING CYCLES, WHICH SHALL BE DETERMINED IN INDEED’S SOLE DISCRETION.** Following any cancellation, however, you will continue to have access to the service through the end of your current billing period.

**Billing Policies**

Invoices may be provided to you via electronic mail, unless otherwise specified by Indeed. 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. You waive all claims relating to charges unless claimed within 120 days after the charge (this does not affect your credit card or bank account dispute rights).

Any credit card, bank account information, 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, for the purposes of verifying your account, 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 may obtain updated payment information for credit and debit cards through payment card networks, card issuers or other third party sources. Indeed may use the updated card and bank account information to charge amounts you owe. Indeed shall not be liable for any use or disclosure of such information by such third parties. If your Indeed account has a credit card or bank account on file for one Indeed service, we will charge that same payment method for other purchases unless otherwise indicated by you.

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 account has a credit card or other payment method on file, such as bank account information for ACH payment, Indeed may charge that payment method for any products or services you order, and for any other outstanding payments, including to correct billing errors.

**Currency**

If you are located in the United States, you shall pay all charges in US dollars. If your billing address is in India, you shall pay all charges in Indian Rupees. If your billing address is in Brazil, you shall pay all charges in Brazilian Reais. If your billing address is in the [Asia-Pacific Region](#)\*, you shall pay all charges in Singapore Dollars, Australian Dollars, Japanese Yen, or 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, Mexican Pesos, or Japanese Yen. This choice of currencies is subject to Indeed’s approval, which may be withheld in Indeed’s sole discretion.

**Taxes**

Charges are exclusive of all taxes and 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. All withholding tax remittances to the government are your sole responsibility and Indeed shall have no liability whatsoever therefor. If you are in Japan, Japanese consumption tax will apply on the import of all Indeed products and services.

**Refunds**

Except as otherwise provided in this Agreement, Indeed may offer refunds for Indeed services for a period of four (4) months from the date of purchase. Notwithstanding the foregoing, Indeed will not provide refunds in case of abuse of our policies, and any and all refunds are ultimately at the sole discretion of Indeed.

You agree to pay (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 late payments.

**9. Other Services**

**Indeed Apps.** “Indeed Apps” means our downloadable applications available in device application marketplaces, such as the Indeed Job Search, Indeed Resume Search, Indeed Employer, and Indeed Job Spotter. This Agreement applies to your use of any Indeed App. The legal entity responsible for the Indeed App is the one specified in this Agreement, even if the entity identified as the developer on an application marketplace is Indeed, Inc.

If you allow an Indeed App to use your device’s location service, the Indeed App may collect information based on your device’s geographic location. Some location data is linked to your account (for example, “coarse” location data collected by an iOS app). Other location data the Indeed Apps collect is not linked to your account (for example, “precise” location data collected by an iOS app) but is still used by Indeed.

**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.

**E-Signature.** The Site may offer e-signature options, which may be 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 are signing, and your e-signature will have the same force and effect as a manual 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.

**Beta Program.** Indeed may offer beta products or features on our Site, identified by the word “Beta” or “Test” (“Beta Products”). Beta Products 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 at any time without prior notice to you.

ANY BETA PRODUCT IS IN TESTING PHASE AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND IS BELIEVED TO CONTAIN DEFECTS. A PRIMARY PURPOSE OF TESTING A BETA PRODUCT IS TO OBTAIN FEEDBACK ON 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.



If you have been invited to test a Beta Product, you agree that, unless otherwise specifically provided herein or agreed by Indeed in writing, any Beta Product constitutes confidential proprietary information of Indeed. You shall permit only authorized users to access the Beta Product. You agree not to transfer, copy, or disclose such confidential information without the prior written consent of Indeed.

**Algorithmic Content.** Indeed may make available content created in whole or in part by an algorithm (including “artificial intelligence” and machine learning algorithms), which may be generated in response to information you provide through the Site (“Algorithmic Content”). Algorithmic Content is a Beta Product under this Agreement. You agree that Indeed is not the author of Algorithmic Content, which may be provided by a third party. **Algorithmic Content is provided “as is” and** Indeed makes no warranty that Algorithmic Content is appropriate, accurate, inoffensive, unbiased, non-infringing, legal, or safe, and disclaims all liability for Algorithmic Content.

Use of Algorithmic Content is entirely at your own risk. By generating or using Algorithmic Content (for example, by providing content to the Site for the purpose of generating Algorithmic Content, or by adding Algorithmic Content to a job description or resume), you adopt, confirm, and ratify it. You agree to take full responsibility for the Algorithmic Content and its use or misuse, including any inaccuracies, non-compliance with these Terms or the Site Rules, and any harm caused to you or anyone else. You agree to defend and indemnify Indeed from any claim arising from your generation or use of Algorithmic Content.

## 10. 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](#) and [OnGuard Online](#). Indeed does not endorse any of the products or services listed on such sites.

## 11. Use of Site by Minors

Generally, the Site is only for use by people aged 16 or over. However, some jurisdictions might have different restrictions as outlined below. In all jurisdictions, if you are under the legal age of majority in your jurisdiction, you must use the Sites under the supervision of your parent, legal guardian, or responsible adult, even if your age is above the Indeed permitted use age for that jurisdiction. By accessing the Site from anywhere, you represent and warrant that your age is above the Indeed age restrictions in your jurisdiction (e.g. over 16 in the United States, and over 18 in EEA). We adopt a range of measures to try to ensure that no information is knowingly solicited from individuals who do not meet the minimum age or any other applicable age requirements.

If we learn that an individual who does not meet the minimum age requirement has used the Site or provided personal information through the Site, we will restrict access to, or close their account, and remove that information from our systems.

- Japan: the Site is only for use by those who meet the permitted minimum age under Japanese law for Indeed to lawfully provide you with use of the Site.
- EEA, Switzerland, UK, Turkey, and Ukraine: As of February 1 2024, access to the Site is restricted to individuals who are 18 years of age or older.

## 12. Questions or Complaints

If you have a question or complaint regarding the Site, please use our [Indeed Help Center](#). The Indeed Help Center is an External Site provided by Zendesk and subject to the [Zendesk cookie policy](#). **Do not include credit card, bank account or other sensitive information in your e-mail correspondence with us.** Please note that communications within Zendesk will not necessarily be secure.

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

## 13. Disclaimer of Warranties

The Site may become unavailable in whole or in part at any time without notice. The Site may rely on third parties to provide services to Indeed, such as data hosting or processing vendors, and the Site could unexpectedly malfunction or become unavailable as a result.

To the fullest extent permitted by law, Indeed disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, operability or availability of information or material displayed in or linked from the Indeed search results (including Jobs Listings) or otherwise made available on the Site by Indeed or third parties (including User Content), regardless of whether paid for or

used for free. Indeed disclaims any responsibility or liability for the accuracy, content, completeness or reliability of information provided by Indeed for informational purposes only, including but not limited to, Indeed Analytics data like estimated applies or organic traffic, and salary information, or information that may come from a third party. You acknowledge you are not paying Indeed for the aforementioned information. Indeed disclaims any responsibility for the deletion, failure to store, mis-delivery, or untimely delivery of any information, emails, attachments or material (including User Content). Indeed does not guarantee that the Site will always be error free, safe, or secure. Indeed further disclaims any responsibility for any harm resulting from downloading or accessing any information or material on the Site or on other sites or services on the Internet accessed through the Site. Under no circumstances shall Indeed be liable to you or any third party on account of your use or misuse of or reliance on the Site. Additionally, under no circumstances shall Indeed be liable to you or any third party on account of your use or misuse of or reliance on any third party site or service you link to from Indeed's Site.

Indeed further disclaims all liability for any technical malfunction of the Site, including but not limited to failure of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email delivery (including attachments), account login, or any other Services provided by Indeed as a result of technical problems or traffic congestion on the Internet or any third party website (including but not limited to Applicant Tracking Systems (ATSs)) or combination thereof, 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 using or downloading any Content in connection with the Site or Services. Under no circumstances will Indeed be responsible for any loss or damage to any content or personal injury or death, resulting from anyone's use of the Site, Services, User Content, or third party applications, websites, software or content posted on or through the Site or transmitted to users or any interactions between users of the Site or Services, whether online or offline.

Indeed reserves the right to limit or terminate any and all Services and/or access to the Site in specific countries or regions, at any time, due to, or during, times of war, political upheaval or uncertainty, epidemic, pandemic, riot, insurrection, national or regional emergency, terrorism or threat thereof, or civil disorder.

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 or pandemics, 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.

THE SITE, AND ALL CONTENT, PRODUCTS, FEATURES AND SERVICES AVAILABLE ON OR THROUGH THE SITE ARE PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED. YOU USE INDEED AND THE SITE AT YOUR OWN RISK. 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, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, TITLE, SERVICE QUALITY, AND THAT THE SITE AND SERVICES PROVIDED WILL BE UNINTERRUPTED, ERROR FREE, SAFE, OR SECURE. TO THE FULLEST EXTENT PERMITTED BY LAW, INDEED AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, DISCLAIM ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SITE, AND ALL CONTENT, PRODUCTS, FEATURES AND SERVICES AVAILABLE ON OR THROUGH THE SITE. TO THE FULLEST EXTENT PERMITTED BY LAW, INDEED AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, DISCLAIM ANY WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SITE OR RECEIVED THROUGH ANY LINKS MADE AVAILABLE BY INDEED. INDEED IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIAL OR DATA THROUGH THE USE OF THE SITE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM DOWNLOADING OR OBTAINING ANY SUCH MATERIAL OR DATA.

**14. Limitation of Liability**



TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL INDEED OR ITS AFFILIATES, OR ITS OR THEIR THIRD-PARTY LICENSORS, BE LIABLE TO ANY PERSON ON ACCOUNT OF THAT PERSON'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 OR ANY LOSS OF PROFITS, REVENUE, INTEREST, GOODWILL, LOSS OR CORRUPTION OF DATA OR ANY LOSS OF OR INTERRUPTION TO THE USER'S BUSINESS, 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 TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA, AND 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.

If you are resident or located in Germany, the limitation of liability as set out above in this section shall be replaced in its entirety by the following:

Indeed's obligation to pay damages shall be limited as follows:

- (a) For damages caused by a breach of a material contractual obligation, Indeed shall only be liable up to the amount of the typically foreseeable damage at the time of entering into the contract; Indeed shall not be liable for damages caused by a breach of non-material contractual obligations.
- (b) The limitation as set out above under (a) shall not apply to damages caused intentionally or by gross negligence, culpably caused personal injuries nor to any liability under the German Product Liability Act and in case of any further mandatory liability. Furthermore, it shall not apply if and to the extent Indeed has assumed a guarantee.

If you are a Job Seeker located in Japan and subject to the Consumer Contract Act of Japan, and this Agreement constitutes a consumer contract within the meaning of the Consumer Contract Act of Japan, the limitation of liability as set out in this Agreement shall not apply to:

- (a) Full exemption from liability of Indeed or its affiliates, or its or their third-party licensors, to Job Seekers for damages arising from or related to use of the Site.
- (b) The partial exemption from liability of Indeed or its affiliates, or its or their third-party licensors, to Job Seekers for damages caused by a willful misconduct or gross negligence arising from or related to use of the Site.

## 15. 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, Indeed Tower 200 West 6th Street, Floor 36, Austin, TX 78701, 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](#) via our Site [contact form](#).

## 16. Reservation of Rights

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.

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.

## 17. Miscellaneous

This Agreement constitutes the entire agreement between you and Indeed, and supersedes and replaces all prior or contemporaneous representations, understandings, and agreements, written or oral. If the Job Seeker Terms, Employer Terms, or Publisher Terms apply to your use of the Site, those terms shall control in the event of an inconsistency or conflict with these Terms of Service for All Users.

Each provision of this Agreement is a separately enforceable provision. If any provision of this Agreement is determined to be unenforceable, it shall be reformed to the extent necessary in order for this Agreement to remain in effect.

This Agreement cannot be modified or amended, except by a document signed by an authorized representative of each party. Your use of our Site through an agency or reseller arrangement does not exempt you from these Agreement terms. Written or phone communication between you and an Indeed employee is not a modification or amendment of this Agreement.

Any notices to Indeed must be sent to the applicable Indeed entity identified above via certified first class or air mail or overnight courier, and are deemed given upon receipt. 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 posted to your account 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. 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, it is solely as an information service provider.

Indeed does not act as an employment agency by providing the Site or its tools. Except as otherwise agreed to in writing, nothing in the terms should be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationships between us and third parties. Any references to such third parties as “partner” does not indicate that such party has any authority to bind us to any agreements or representations on our behalf without our prior written consent.

“Including” means “including without limitation.”

## 18. Governing Law and Dispute Resolution

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 Texas, United States. The courts located in Austin, Texas, United States, shall have exclusive jurisdiction of any disputes.

Despite the application of Travis County, Texas law, if you are a consumer resident in the EU, you also enjoy the protection of the mandatory provisions of the law of the country in which you have your habitual residence. The application of mandatory provisions limiting the choice of law and in particular the application of mandatory laws of the country in which you have your habitual residence, such as consumer protection laws, shall remain unaffected.

## 19. Patent Disclosure

Certain elements of the Site and/or Indeed Apps are licensed pursuant to one or more of the United States patents described [here](#).



# Indeed Products Terms of Service

Last Updated: December 10, 2023

## Indeed Ads Program Terms

You use the Ads Program when you advertise with Indeed by posting, providing, submitting, using, editing, claiming, or paying for any advertisement (“Ad”) for publication on or through Indeed. Ads may be posted directly via the Site, or via campaigns, XML feeds, APIs, ATS integrations, requests to index Ads from elsewhere, or by otherwise identifying an Ad or making it available to Indeed. By posting Ads and using the Ads Program, you agree to the [Indeed Terms of Service](#)(the “Agreement”), including these Indeed Ads Program Terms (“IAP Terms”).

Indeed may update the Ads Program or these IAP Terms at any time without liability, and your use of the Ads Program after notice that these IAP Terms have changed indicates acceptance of the updated IAP Terms.

### 1. Ad Publishing

Ads may promote job listings of open employment positions (“Jobs” or “Job Ads”), hiring events or job fairs, both online or in-person (“Indeed Hiring Events”), or an Employer’s workplace generally (“Employer Branding Ads”). Ads are User Content under the Agreement, and you are granting Indeed, its affiliates, and sublicensees a license to use your Ads and associated data, and to display, publish, reformat, display a snippet or portion of, and host (but not change the content of) your Ads in any way Indeed or its affiliates or sublicensees see fit, including due to technical limitations. (Employers located in Japan: you agree that content moderation may result in the modification of your Job Ad.)

Ads may appear on any page, site, content, service, device, screen, app, or property chosen by Indeed in its sole discretion, whether provided by Indeed as part of the Site or Indeed Apps, or provided by a third party (“Other Sites”). Indeed has limited control over Other Sites, including their nature, content, appearance, and Ad display, and you accept any related risks of publication. Other Sites may collect or receive performance information about your Ad.

Target audience membership is based partly on information and criteria provided by the Employer, for example information provided in the Ad, but the composition of each target audience on the Site, and the frequency of publication to that audience, are determined by Indeed in its sole discretion. Indeed may have limited or no control over the display of Ads on Other Sites, including their audiences.

From time to time Indeed may add labels (such as “Urgent”, “Urgently Hiring”, “Ad”, “Paid”, “Promoted”, or “Sponsored”) when publishing an Ad. Indeed reserves the right to add, change, or remove labels at any time. Indeed may display an estimate of the compensation associated with any Job Ad. If you do not want an estimate to be shown, you must provide Indeed with the actual compensation.

Indeed does not guarantee reach, performance, placement, or distribution of Ads, all of which may vary depending on Indeed’s consideration of various factors, such as supply and demand, industry, type of role, and sponsorship. The distribution, placement, positioning, size, and location of Ads are determined by Indeed in its sole discretion. **You agree that Indeed has no obligation to accept, host, or publish your Ad.** That decision is entirely Indeed’s in its sole discretion. **Indeed may reject or remove any Ad for any or no reason without notice.** Indeed may also pause Ad campaigns without notice. For examples of why Job Ads from Employers may be rejected, refer to [Indeed Job Posting Standards](#).

Indeed further reserves the right to include or reject any or all Job Ads from a job board. Generally, job boards may only post Job Ads on their own behalf as an Employer. A job board may only post Job Ads on its clients’ behalf if they conform to the [Job Board Inclusion Guidelines](#), which also give examples of why Job Ads from job boards may be rejected. Attempts to violate the Guidelines may result in limiting or disabling your account. The determination as to whether you are a job board is made by Indeed in its sole discretion, and such decision is binding. Indeed further reserves the right to reject any Job Ads which advertise staffing opportunities or platforms rather than jobs.

You acknowledge that inclusion of Ads that violate these IAP Terms or Indeed policies or standards may harm Indeed and its users. Although Indeed may indicate why an Ad has been removed, we cannot give every reason why, and we always retain the right to remove any Ad if we feel it is in the interest of users or Indeed. The Indeed team responsible for maintaining the quality of the Site is independent, and its decisions are final and not subject to review.

To post a Job Ad at no additional cost, post it through the Site without setting a budget, or otherwise decline the option to sponsor. However, please note that Indeed may require an Ad to be sponsored, or limit the number of free Ads you are allowed to post at a given time, for any or no reason in Indeed’s sole discretion, including to benefit Job Seekers, to verify the legitimacy of the Ad or the Employer,

to prevent abuse of the free to post system, or to improve the Site. For example, sponsorship may be required for identical jobs posted in multiple locations, jobs re-posted after an initial time period, jobs posted with a confidential or generic company name, jobs that are commission-only, hard-to-fill jobs, or jobs posted by a staffing agency, recruitment process outsourcer, or other recruitment-based company. Indeed Hiring Events may also require a minimum Ad budget.

Performance, cost, budget, and other data related to your unclaimed indexed Job Ad on the Site is available to anyone who claims the Job Ad or feed. It is your responsibility to claim your Job Ads and feeds, and to alert Indeed in case of an inaccuracy.

**Employer Branding Ads**, formerly known as **Indeed Targeted Ads**. Employer Branding Ads may be sponsored (generally Pay Per Impression), and Indeed may in its sole discretion include Employer Branding Ads at no additional cost when you sponsor a Job Ad. Employer Branding Ads are also provided on the Glassdoor platform, and subject to the [Glassdoor Terms of Use](#), except that these IAP Terms will govern in the event of a conflict. By using Employer Branding Ads, you agree to the [Glassdoor Terms of Use](#).

**Indeed Hiring Events**. When you post an Indeed Hiring Event, you are asking Indeed to manage the Ad campaign, distributing its budget among our different pricing models in our sole discretion. You will be charged in accordance with the selected pricing model(s) and any applicable subscription fee. Posting an Indeed Hiring Event may require a minimum advertising budget. You are also asking Indeed to send emails or text messages related to your event to users who RSVP to your event, such as in case of event cancellation, though delivery is not guaranteed.

You are solely responsible for all aspects of your hiring event, whether participating or hosting, including your Ad and hiring process, the event's timing, location, accessibility, security, and attendance, signage, documentation, reviewing Job Seeker qualifications, verifying information, screening applicants, and responding to requests for accommodation.

**Tracking Pixels**. Indeed may permit you to include tracking pixels in Ads. This functionality is provided solely as a courtesy, and Indeed may disable any tracking pixel at any time. Indeed provides no warranty regarding the proper functioning of a pixel, any numbers reported, or that use of a pixel would be error-free. You are advised not to rely on the pixel. Tracking pixels are for convenience only, and may not be used to profile users, for behavioral analytics, or to dispute Indeed's advertising charges. You are solely responsible for your tracking pixels, and Indeed disclaims all liability related to such use. You agree to comply with all applicable laws, including applicable privacy and data protection laws, and to defend and indemnify Indeed from any claim arising from your use of tracking pixels.

**Integrations**. Indeed may support or offer functionality by which an Employer may monitor progress through parts of their hiring process, such as a conversion tracker or ATS integration ("Integrations"). Integrations send data to Indeed about applications originating on Indeed, including completion of an application, contacts, interviews, and hiring decisions. This data is User Content under the Agreement. Any connections to an Indeed API are subject to the API Terms in the Agreement.

Integrations are 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 Integrations. Your installation and use of an Integration must be in accordance with all applicable laws, including providing any necessary disclosures and obtaining any necessary consent or agreement.

## 2. Ad Sponsorship

An Ad can be sponsored using tools on the Site or an integration with Indeed such as your ATS, or through a campaign, including Sponsored Jobs. "Sponsor" means you are paying Indeed to advertise and publish the Ad, and you are requesting that Indeed manage your Ad campaign using automated tools for Ad placement and bid optimization, for exposure and visibility on the Site and Other Sites. This management is in Indeed's sole discretion and is provided without warranty as to placement or visibility of any Ad. **Sponsorship is not a guarantee that the Ad will be published at any particular time or place, or displayed more prominently or frequently than other Ads.** Sponsorship means Indeed exercising its judgment and discretion in publishing the Ad, to achieve what Indeed determines is the most appropriate visibility for the Ad and budget.

The price to sponsor an Ad is measured by user activity, such as impressions, clicks, Started RSVPs, RSVPs, Started Applications, or Applications. You are not buying these clicks or other actions themselves; they are only different ways to measure the advertising service Indeed provides.

Prices vary based on many factors, including supply and demand of Ads, impressions, clicks, Started RSVPs, RSVPs, Started Applications, Applications, internet traffic, time of day or year, job title, and job location. **Charges are solely based on Indeed's measurements of user activity, including impressions, clicks, Started RSVPs, RSVPs, Started Applications, or Applications. Indeed's measurements of such activity shall be binding.** Indeed's measurements may include and rely on data from third parties, including vendors and Other Sites, over which Indeed has limited control or knowledge.



**You agree that Indeed has no obligation to accept, host, or publish your Ad.** That decision is entirely Indeed’s in its sole discretion, regardless of sponsorship. **Indeed may reject or remove any Ad for any or no reason without notice.** Once removed, an Ad does not receive impressions, clicks, Started RSVPs, RSVPs, Started Applications, or Applications.

3. Budget and Pricing Models

Ad campaigns can be sponsored under different pricing models, described below. Each sponsored Ad will incur a charge upon the associated user action, until its budget is depleted or you pause or close the Ad. For example, one Job Ad campaign may be charged per click, while another campaign may be charged per Application. This activity may happen on the Site, Indeed Apps, or Other Sites.

Pricing is indicated on the Site or an Insertion Order. When you start, edit, or change a sponsored Job Ad campaign or plan, the pricing models available to you may vary. Indeed reserves the right to offer different pricing models at different times in different circumstances, in limited quantities, in limited locations, and for a limited time, or to set any pricing model as default. Prices and pricing models may vary between different Ads, or between the same Ad posted at different times or locations (such as when a campaign is closed and later reopened). If you do not select a pricing model for a sponsored Ad campaign, Indeed may select one.

It is your responsibility to monitor your Ad campaigns, select the appropriate pricing model and budget for each campaign, and manage their budgets. **You can pause, unpause, or close your Ad campaign at any time.** A budget or spending limit you set for one Ad campaign is for that type of campaign only, and does not limit how much you will spend on other campaigns or other services. For example, the budget and limits for Pay Per Application campaigns will not apply to a Pay Per Click campaign. **If your written Insertion Order does not contain an end date, your campaign will run, and you will continue to be billed, until you contact Indeed to cancel.**

Indeed may provide budget recommendations and performance estimates for a given budget (such as expected visibility or clicks), or other predictions related to your Ad. This data is provided “as is,” without warranty, and does not guarantee performance or visibility, or interaction with your Ad or job.

Pricing Models

**Pay Per Impression.** You will be charged based on impression count. An impression generally occurs when your Ad appears on a page or screen which has been presented to a user. Delivery of an impression does not guarantee any level of viewership of your Ad or interaction with your job. Impression data may rely on third parties like Other Sites, who may measure impressions differently from each other. **Charges are solely based on Indeed’s impression measurements. Indeed’s impression count shall be binding.**

**Pay Per Click,** also known as **Daily Budget.** You will be charged based on click count. Clicks can be on Ads or on other content such as messages and notifications. Your dashboard will reflect the total click count. **Charges are solely based on Indeed’s click count. Indeed’s click count shall be binding.**

**Pay Per Started RSVP.** You will be charged when a user takes the first step to RSVP to your Hiring Event (a “Started RSVP”), including clicking on a button or link to start or continue an RSVP. A Started RSVP is considered complete even if the user does not proceed further, and does not guarantee they will complete an RSVP or attend a Hiring Event. **Charges are solely based on Indeed’s Started RSVP measurements. Indeed’s Started RSVP count shall be binding.**

**Pay Per RSVP.** You will be charged for each RSVP to your Hiring Event. An RSVP is defined as a user completing the online RSVP form agreeing to attend your Event. An RSVP does not guarantee that a Job Seeker will attend your Event. **Charges are solely based on Indeed’s RSVP measurements. Indeed’s RSVP count shall be binding.**

**Pay Per Started Application.** You will be charged when a user takes the first step of applying to your job (a “Started Application”). A Started Application includes: 1) a click on a button or link to start or continue an application; 2) interacting with a chatbot, QR code, or other method to start or continue an application; and 3) a click on a button or link to schedule an interview. A Started Application is considered complete even if the user does not proceed further, and does not guarantee they will complete an application. **Charges are solely based on Indeed’s Started Application measurements. Indeed’s Started Application count shall be binding.**

**Pay Per Application. NOTICE: The Pay Per Application pricing model is offered on a limited basis and for a limited time, and it will no longer be available starting on December 4, 2024. You agree that on January 15, 2024, Indeed will pause any of your Job Ads still using the Pay Per Application pricing method and those paused Job Ads will not be visible on the Site.** To maintain Job Ad visibility on the Site, you may reopen your paused Job Ad for free or reopen and sponsor your Job Ad under an available pricing model (such as Daily Budget). With Pay Per Application, you will be charged for each Application for your Ad, according to the price on the Site. An Application is defined in different ways below, depending on the options available to you on the Site. Indeed does not verify or confirm Application content. A completed Application does not necessarily mean completion of all requested steps or processes such as Assessments. **To limit your charges, you must specify an Application limit for your Ad, or manually pause or close your Ad.** If you do not specify a limit, your Ad will be automatically paused when it reaches \$1,000 in Application charges. **Editing a Pay Per Application campaign may**

**change the price for new Applications.** Indeed may, from time to time and in its sole discretion, waive the charge for an Application (for example, if an Application does not meet a requirement specified in your Job Ad), impose or waive limits on Applications to a given job, or impose or waive limits to the number of Application rejections that are not charged. Such decisions and waivers should not be taken as opinions about any Application or Job Seeker. Those Applications will still be available in your dashboard for your review.

Pay Per Application Campaign Options:

- 1) An Application is complete when an application to your job is delivered by Indeed on the Site.
- 2) An Application is complete when an application to your job is delivered by Indeed on the Site with responses meeting your “deal breaker” qualification questions.
- 3) An Application is complete when an application to your job is delivered by Indeed on the Site and you do not reject it within the time frame you selected. Application counts on your dashboard are updated only after the specified time frame for an application. This feature is intended to help you avoid a charge for an Application that does not meet your specified job requirements. You agree to only use this feature as intended. To prevent abuse of this feature, Indeed in its sole discretion may revoke the availability of this feature, impose limits on its use, no longer offer the Pay Per Application pricing model for your Job Ads, or take other measures. If you reject the application but contact the Job Seeker, Indeed reserves the right to charge you for that Application. Indeed further reserves the right to seek payment upon discovery that you have continued conversations with, or hired, a Job Seeker you rejected on the Site.

**Flat Fee.** You will be charged a flat fee (plus applicable taxes) to sponsor a Job Ad. The Job Ad will be sponsored over a specified time period (default 30 days) or estimated range of Applications. This range is an estimate only, and not a guarantee. The Job Ad will close either at the end of the time period or when you receive the specified range of Applications, whichever comes first. The budget cannot be changed after you submit billing information. Once paid, the flat fee is not refundable even if you pause or close your Ad early or if you receive fewer Applications than expected. Flat fee sponsorship is not transferable.

4. Billing and Payment

Indeed may charge the credit card, or bank account information on file for your account. 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 Ad. If you previously sponsored Pay Per Click Ads on the same account, you may also be charged once your Job Ad campaign spends \$25.00. For an Ad campaign, or the purchase of products or services of more than \$500 per month, you may be charged multiple times a month. If you do not provide a payment method for a Sponsored Job campaign, the campaign will not begin and your Ad will not be visible, though Indeed may in its sole discretion remove the budget and post the Ad with organic visibility.

Invoices may be provided to you via electronic mail. Your payment must be in accordance with the Payment section in the Terms for All Users section of the Agreement. You waive all claims relating to charges unless claimed within 120 days after the charge (this does not affect your credit card issuer rights). You are responsible for paying all expenses and attorney fees Indeed incurs collecting late amounts. Refunds (if any) are in accordance with the Refunds section in the Terms for All Users section of the Agreement. If you are removed from Indeed, but have previously spent on Indeed, you are not entitled to a refund of previously spent amounts.

Charges are exclusive of all taxes, including VAT. You are responsible for all taxes and government charges as applicable and appropriate. All withholding tax remittances to the government are your sole responsibility and Indeed shall have no liability whatsoever therefor. (If you are in Japan, Japanese consumption tax will apply on the import of all Indeed services.)

Your credit card, bank account, and related billing and payment information may be shared by Indeed with companies who work on Indeed’s behalf, such as payment processors or credit agencies, 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.

5. Conditions and Prohibited Uses

Your use of the Ads Program is permitted on the condition that you adhere to all applicable Indeed terms and policies, including these IAP Terms, the Agreement, the Site Rules, Privacy Policy, and instructions on the Site and Indeed Apps. Violation may result in restrictions on your account, termination of your account and the Agreement, and legal penalties and consequences. Indeed terms and policies may be modified at any time.



You are responsible for all information you provide or request that Indeed publish, whether through the Site or otherwise, and whether generated by or for you, in any medium, including text, image, mark, logo, video, or audio, all which is considered User Content under the Agreement. Indeed relies on the accuracy of the information you provide. You must notify Indeed immediately if you notice any inaccuracy.

You accept sole responsibility for: (a) User Content provided by, attributable to, or associated with you, including Ad content, job descriptions, screener questions, and target URLs; (b) websites reachable from target URLs or your Ad; and (c) ensuring that your use of the Ads Program, the Site, and Indeed Apps are lawful and will not cause Indeed to violate any applicable law. Indeed’s publication of your Ad, or reformatting or addition of labels during publication (such as “Powered by Indeed”) does not alter your responsibility.

You represent and warrant that: (i) you have the right and authority to use the Program, including to provide or claim your Ads and job feed; (ii) all information you provide (through the Site or otherwise) is true, correct, and current; (iii) you hold and grant Indeed, its affiliates, and sublicensees all rights to use, copy, distribute, and display your User Content; and (iv) such use and websites linked from your Ads will not violate or encourage violation of any applicable law.

You shall not cause, authorize, or contribute to: (1) automated, fraudulent or otherwise invalid Site activity such as impressions, clicks, Started RSVPs, RSVPs, Started Applications, or Applications; (2) manipulation of Ad placement, bidding, or any other part of the Site or Indeed Apps; (3) inaccurate reporting of any measurements of user activity including applications; (4) circumventing charges you owe to Indeed, such as by preventing the reporting of an application; (5) advertisement of goods or services through Indeed; or (6) anything unlawful or fraudulent. Indeed reserves the right in its sole discretion to terminate accounts suspected of such activity without notice, and to take corresponding legal action.

**Indeed may choose not to accept any Ads for any or no reason.Indeed further reserves the right to disable or terminate any Employer’s account, for any or no reason, without notice.** Although Indeed may provide information related to our decision-making process, we cannot give every reason why an account may be terminated or an Ad may be removed. The Indeed team responsible for maintaining the quality of the Site is independent, and its decisions are final and not subject to review.

6. Disclaimer and Limitation of Liability

THE ADS PROGRAM, THE SITE, AND INDEED APPS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. INDEED AND ITS AFFILIATES, AND ITS AND THEIR LICENSORS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION FOR TITLE, NON-INFRINGEMENT, SERVICE QUALITY, MERCHANTABILITY, AND FITNESS FOR ANY PURPOSE. YOU USE THE ADS PROGRAM, THE SITE, AND INDEED APPS AT YOUR OWN RISK. INDEED DOES NOT GUARANTEE THAT THE ADS PROGRAM, THE SITE, OR INDEED APPS WILL ALWAYS BE UNINTERRUPTED, ERROR FREE, SAFE, OR SECURE. INDEED DISCLAIMS ALL LIABILITY WITH REGARD TO OTHER SITES.

Indeed and its affiliates, and its and their licensors, disclaim all guarantees regarding positioning, accuracy, or the levels or timing of: (a) costs of advertising, whether measured by impressions, clicks, Started RSVPs, RSVPs, Started Applications, Applications, or otherwise; (b) delivery or rates of impressions, clicks, Started RSVPs, RSVPs, Started Applications, or Applications (including any estimates on the Site or an Insertion Order); (c) reach, performance, placement, distribution, or conversion of Ads; (d) accuracy or success of Ad targeting or the size or composition of any audience, or the ability or inability of any person to view an Ad; (e) the interest level or qualification of anyone who interacts with your Ad, Hiring Event, or job; and (f) attendance at a job interview, Hiring Event, or job.

CLICKS AND OTHER USER ACTIVITY ARE ANONYMOUS, AND INDEED HAS NO RESPONSIBILITY FOR CONFIRMING A USER’S IDENTITY. USER ACTIVITY SUCH AS AN IMPRESSION, CLICK, STARTED RSVP, RSVP, STARTED APPLICATION, OR APPLICATION IS NOT A GUARANTEE OF INTEREST IN YOUR AD OR JOB. INDEED IS NOT RESPONSIBLE FOR CLICK FRAUD, FRAUDULENT LEADS, TECHNOLOGICAL ISSUES, OR OTHER POTENTIALLY INVALID ACTIVITY BY THIRD PARTIES THAT MAY AFFECT THE COST OF ADS.

EXCEPT FOR AMOUNTS PAYABLE PURSUANT TO SECTION 8 HEREUNDER, AND FOR ANY BREACH BY YOU OF SECTIONS 3, 4, OR 5, TO THE FULLEST EXTENT PERMITTED BY LAW: (i) 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 (ii) 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 ADS GIVING RISE TO THE CLAIM.

7. Cancellation

You may cancel an Ad or campaign at any time. Cancellation is generally effective within 24 hours. You are responsible to pay for all advertising prior to cancellation, as well as any agreed-upon platform fee. Indeed may notify Job Seekers if you cancel a Hiring Event.

Indeed may cancel or terminate the Ads Program or these IAP Terms at any time. Sections 5, 6, and 8 will survive any expiration, cancellation, or termination of these IAP Terms

8. Indemnification

You shall indemnify, defend and hold harmless Indeed, its agents, affiliates, licensors, partners, and publishers (including Other Sites) from any claim or liability (including legal fees) arising out of your Ads Program use, Ads, User Content, screening or screener questions, Hiring Event, use of the Site or Indeed Apps, use of a tracking pixel or Integration, any information or data you provide, your hiring process, or breach of the Agreement or 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](#) (the “Agreement”), and apply to any Employer that accesses or uses the Indeed Resume Search offering, or that otherwise indicates its acceptance of these IRSP Terms. By agreeing to the IRSP Terms, you also agree to the [Indeed Terms of Service](#).

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 / Job Seeker 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 or plan purchase page, and on the FAQ and information page(s) for the country you are purchasing a subscription or plan for, any or all of which may be modified at any time. You agree and acknowledge that the Program pricing and offerings are subject to change. Purchasing additional subscriptions or plans, or modifying subscriptions or plans may reset the monthly billing date for subscriptions or plans associated with your account, resulting in pro rata charges to account for the new date. If you purchase a new plan in India during the duration of your current plan, the new plan will begin after your current plan ends. 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. Please note that contacts expire six months from the date of subscription purchase. Contacts that you receive via a special offer expire six months from the date you redeem that offer, unless otherwise stated in the offer. 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 a product or system will result in your immediate termination from the Program. In addition, as a feature of the IRSP, Indeed may send emails to Resume Owners on your behalf indicating that your Job Listing is potentially a match for their resume. In some circumstances, Indeed may limit the number and/or frequency of times you may contact a Resume Owner through the Site. For example, if you contact a Resume Owner, and the Resume Owner 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, read, or acted upon by any potential Resume Owner, or that any Resume Owner’s resume or information thereof 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.** Indeed does not allow its Program, including but not limited to, resume contact service to be used in a spam like manner, and you expressly agree not to use the Program service in such manner. Indeed defines “spam like manner” as sending requests for job positions to persons who are, as indicated by Indeed experience and/or Resume Owner behavior and reaction, unsuited for the role or who have indicated that such requests are unwanted. 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 or data mining 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. We may in our sole discretion place limits on your ability to run searches using Resume Search if we suspect that your use may adversely affect Indeed’s system, you are using the Resume Search in a malicious or objectionable manner, or you have violated this Agreement. 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. Indeed may limit the number of devices each account is logged into. Each Resume subscription or plan is solely for the individual use of the person to whom it is assigned, and may not be shared with other users. If you have a plan in India, you agree that adding seats to the plan does not add additional contacts to the subscription plan; if you add a seat on a day after the subscription plan has started, the price you pay for that seat is prorated, however, the number of contacts remains unaffected. For plans in India, once the time period on your subscription plan expires, so will any remaining contacts; no unused contacts will carry over to your new plan.

**In the event phone numbers are provided by the Resume Owner in the resume, Indeed does not guarantee their validity and cannot confirm whether such numbers are landlines or cell phones. You agree to call Resume Owner regarding relevant job opportunities only. It is your sole responsibility to comply with all TCPA guidelines, as well as other laws against automated telephone dialling systems or laws governing phone or mobile communications in your applicable jurisdiction.**

Information contained in Resume Owner resumes is self-reported by Job Seekers, may be outdated or inaccurate, and is not verified by Indeed. Any filtering, sorting, matching, or ranking tools available to you as part of the Resume Search Program rely on this Job Seeker-provided information and/or information you provide to Indeed about your job requirements or preferences. The appearance of a given Job Seeker’s resume in search results or as a match is not a guarantee that the Resume Owner has the attributes or experience you have selected or that they would be interested in a job. When you use the Program, Indeed does not guarantee that you will see desirable, or any, search results in response to each query or that you will see desirable, or any, daily matches. You are solely responsible for determining or verifying any Resume Owner provided information, including whether a Resume Owner / Job Seeker has a certain license, certification, or security clearance. **In a product on the Site, you may see a verification of a Job Seeker’s skills, certifications, or other qualifications. Indeed does not guarantee the accuracy of such verifications or information, and you are solely responsible for verifying information on the Site.**

**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.

Indeed reserves the right to cancel any subscription at any time and for any or no reason. Indeed may immediately cancel, update or modify the Program or these IRSP Terms in our sole discretion at any time without liability and your use of the Program after notice that the Program or these IRSP Terms have changed indicates acceptance of the updated IRSP Terms. Sections 1, 3, 4, 5 and 6 will survive any expiration or termination of these IRSP Terms.

**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. FURTHER, 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 RESUME IS AVAILABLE OR VIEWABLE AT ANY PARTICULAR TIME, OR THAT ANY RESUME DESCRIBES AN APPLICANT’S SKILLS, QUALIFICATIONS, OR ABILITIES. INDEED AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, EXPRESSLY DISCLAIM ALL OTHER WARRANTIES INCLUDING

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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 or plan and associated cost, and upon Indeed unpausing the subscription or plan, 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\\*](#), 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, Euro, UK Pounds, Canadian Dollars, Australian Dollars, Swiss Francs, Mexican Pesos, 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 120 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 OR 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, bank account, 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. Except for plans in India, if you purchase a subscription or plan, you acknowledge and agree that your subscription or plan will automatically renew and Indeed will charge you on a recurring basis until you cancel your subscription or plan and such cancellation goes into effect, which may not be until the next billing cycle. Pausing your subscription or plan 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 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, any phone call or text message you make to a recipient, and activities of any third party service provider you engage to facilitate your sourcing activities through the Program, such as an Applicant Tracking System (ATS).

**Indeed Assessments Terms**

These Indeed Assessments terms (“IA Terms”) form a part of, and are incorporated into, the [Indeed Terms of Service](#). By accessing or using Indeed Assessments as an Employer in any way, or by registering as an Employer on Indeed Assessments, or by otherwise accepting these IA Terms, you agree to these IA Terms and to the [Indeed Terms of Service](#) (the “Agreement”). 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, each disability is unique and 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 knowledge, skill, or ability. 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. You agree to use an Assessment in combination with other selection and hiring processes, and not as the sole measure of any candidate’s fitness for a job. You agree to use an Assessment to measure only those knowledge, skills or abilities and/or other characteristics that are 1) job-related and 2) required for a candidate’s first day on the job. 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 any Job 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, TITLE, SERVICE QUALITY, 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 (this includes any claims that Indeed as your agent violated any such 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 API Terms**

These Indeed API terms (“API Terms”) and any related documentation (“Documentation”), form a part of, and are incorporated into, the [Indeed Terms of Service](#), and apply to anyone who accesses or uses an Application Programming Interface created or maintained by Indeed (“API”), develops any application that communicates or interoperates with any API, the Site, or any Indeed service (“Application”), or who otherwise indicates acceptance of these API Terms. By accessing or using any API or Documentation or by

otherwise accepting these API Terms, you agree to these API terms and to the [Indeed Terms of Service](#) (the “Agreement”), including the terms associated with any Indeed service you are using, and all of Indeed’s policies, including the [Indeed Privacy Policy](#) and [Cookie Policy](#). 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 and disclosures regarding the services provided, method for charging) about Indeed’s products and services. By using an Application or Applicant Tracking System (“ATS”) via an 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 or ATS via an 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 an ATS via an API, such ATS may access, monitor, process, or analyze submitted information and behavioral data. If you, or anyone on your behalf, send or receive communication via API (including by sending or receiving communication to/from an email address aliased by Indeed and/or by using a different email address from the one associated with your account), you agree to the communication being processed, analyzed, reviewed, and stored, including via automated means, for data analysis, quality control, enforcement of the Sites’ rules and other Indeed policies, content moderation, and to improve the Site or any other Indeed product or service.

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, these API Terms, and any additional rules, guidelines, and policies made available by Indeed. Such additional rules, guidelines, or policies may be detailed in the Documentation (including in the [Indeed Developer Portal](#)), these API Terms, or otherwise communicated to you by Indeed. For example, by using the



Indeed Apply API in connection with your Job Listings, you agree not to require or otherwise burden a Job Seeker to submit a duplicate application through other means if that Job Seeker already applied to your Job Listing using Indeed Apply. You further agree to accurately describe to a Job Seeker what information and data you collect from and about that Job Seeker when they apply to your job using Indeed Apply, including how you handle and share such information and data. You also agree to honor a Job Seeker request for their information and data that you collect in connection with any API. Further, by using the Indeed Apply API, you agree to use HTTPS POST URL(s).

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 API terms, the Site Rules, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be made available to you by Indeed (including those stated in the [Indeed Developer Portal](#)); (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 and/or Job Seekers what user information you collect and how you use and share such information with Indeed and other third parties. You further agree to protect all such information in accordance with applicable laws, and not to access or use such information (especially personal data) except as required to provide Indeed services to an Employer through your Application.

If you use or access any Indeed API or Documentation to provide Indeed services to an Employer, you acknowledge and agree that you will not access personal data (as defined by applicable Data Protection law) to provide Indeed services to an Employer. However, if you have received personal data from Indeed that is not required to provide Indeed services to an Employer, you shall notify Indeed and return or destroy such personal data (as instructed by Indeed). Should you and Indeed agree that you will process personal data in connection with providing Indeed services, your general responsibilities (regarding the nature and purpose of access, security controls and protocols, international transfer of data, etc.) will be set forth in a Data Processing Addendum.

### **3. Access and API Key**

You agree to only access an API by the means described in its Documentation. To call or otherwise access or use an API, Indeed requires that you follow its registration and implementation process, including providing information about your Application and a current contact person with whom Indeed can communicate with about your Application or API access and use. Indeed requires 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, TITLE, SERVICE QUALITY, 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 UNINTERRUPTED, 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 Hiring Platform Terms

These Indeed Hiring Platform terms (“IHP Terms”) form part of, and are incorporated into the [Indeed Terms of Service](#), 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 IHP Terms. By accessing or using the Indeed Hiring Platform or related services or otherwise accepting these IHP Terms, you agree to these IHP Terms and to the [Indeed Terms of Service](#) (the “Agreement”), including the terms associated with any Indeed service you are using as part of the Indeed Hiring Platform.

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 (the “Program”). You understand that use of the Program 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 the Program 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 or Started 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 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 give them the opportunity to provide certain demographic information, such as race and ethnicity, gender, age, LGBTQ+ community membership, and disability status as well as whether they have an arrest or conviction record (“demographic data”). This Indeed demographic data survey is separate from any voluntary self-identification questions provided by Employers. By using the Program, you agree that Indeed may collect demographic data from Job Seekers applying to your job listing using Indeed’s demographic survey, and that Indeed may use the information from that survey to evaluate and improve our products. You further agree that you as an Employer have no ability, right, or entitlement to view or access demographic data collected via the Indeed demographic data survey pertaining to any Job Seeker or related to any employer by any means including civil

discovery, subpoena, or any other legal process 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.

Indeed may offer you the option to manage virtual and remote communications within Indeed products, including Indeed Interview, 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 and acknowledge that Indeed is not a telecommunications service provider. Indeed disclaims all warranties regarding the transmission of Virtual Interviews including phone or video communications. Indeed does not guarantee (1) the 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 for your Virtual Interview.

**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 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 IHP 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, TITLE, SERVICE QUALITY, 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 UNINTERRUPTED, 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 in any particular time, place, or manner, (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 IHP 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 IHP 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. 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, bank account information, or other payment method on file for the Indeed Ads Program or any other Indeed service, we will charge that same payment method 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, Mexican Pesos, 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 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 120 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.

You acknowledge and agree that any credit card, bank account, 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 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](#) to launch our Vulnerability Reward Program. Detailed rules and information about the scope of this bounty program are available on our [Bugcrowd page](#). 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](#) 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.

## Indeed Recruiter Extension Terms

These Indeed Recruiter Extension terms (“IRX Terms”) form a part of, and are incorporated into, the [Indeed Terms of Service](#), and apply to any Employer who accesses or uses the IRX Service (defined below), or who otherwise indicates its acceptance of these IRX Terms. By accessing or using the IRX Service or by otherwise accepting these IRX Terms, you agree to these IRX Terms and to the [Indeed Terms of Service](#) (the “Agreement”), including the [Terms of Service for Employers](#) and the [Indeed Products Terms of Service](#) associated with any other Indeed service or products you are accessing or using through the IRX Service.

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

### 1. The Indeed Recruiter Extension Service

Use of Indeed Recruiter Extension (“IRX”) service, whether provided in the form of a website, app, or browser extension (collectively the “IRX 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 IRX Service is available on a limited basis, in limited quantities, and in limited locations.

The IRX Service permits Employers to access certain Site features, products, and services from an Employer’s Applicant Tracking System (“ATS”). Such features include viewing Indeed hiring insights about the job that you are creating through your ATS and using Indeed Messaging to message job seekers directly from your browser. To provide its services, the IRX Service interacts with certain web pages (like pages within your Employer’s ATS) that an Employer visits. You control which pages the IRX Service can interact with and access. If you do not want the IRX Service to interact with or access certain web pages, do not permit the IRX Service access to those web pages. It is your sole responsibility to permit or deny the IRX Service access to web pages that you visit. You agree that when you use the IRX Service, Indeed collects, records, processes, analyzes, and stores any and all communications and interactions that you have with and through the IRX Service, and that Indeed may use vendors as an extension of the Site and the IRX Service to collect, record, process, analyze, and store this data. If you, or anyone on your behalf, send or receive communication via the IRX Service (including by sending or receiving communication to/from a job seeker), you agree to the communication being processed, analyzed, reviewed, and stored, including via automated means, for data analysis, quality control, enforcement of the Sites’ rules and other Indeed policies, content moderation, and to improve the IRX Service, the Site, or any other Indeed product or service.

The IRX Service may be provided in the form of a [Chrome extension](#). 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](#). 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 IRX Service is subject to Indeed’s [Privacy Policy](#). 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 IRX Integrations, and for ensuring all such access complies with applicable state, federal, and national laws and regulations.

### 3. Fees

IRX is currently free for Employers. Indeed may, in its sole discretion and at any time, end Employers’ free use of IRX and begin to charge Employers to use IRX 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 IRX 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 IRX Service in accordance with all applicable laws, rules, and regulations; c) your use of the IRX 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 IRX SERVICE AND THE SITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WITH RESPECT TO THE IRX 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, TITLE, SERVICE QUALITY, MERCHANTABILITY, AND FITNESS FOR ANY PURPOSE. YOU USE THE IRX SERVICE AND THE SITE AT YOUR OWN RISK. INDEED DOES NOT GUARANTEE THAT THE SITE OR THE IRX SERVICE WILL ALWAYS BE UNINTERRUPTED, 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 IRX 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 IRX 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 IRX Service, or any information you view, collect, or store through the IRX Service.

**7. Termination**

Indeed may suspend the IRX 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 Affiliate Acceptable Use Policy**

**Last Updated: July 14, 2023**

**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, Jobroll™, 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 data privacy, marketing or advertising laws. Indeed reserves the right, in its sole discretion, to determine whether to compensate any publisher for clicks that occur on their page; Indeed does not compensate for any clicks obtained by any other means, including but not limited to text messages. Unless otherwise agreed by Indeed in writing, Affiliates and Publishers agree that it shall not receive any monetary compensation, including commission payments and payments for clicks.

**2. Restricted Websites**

Program Elements may not be published on, or linked by Affiliates 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; (e) is in violation of any applicable law, or promotes any illegal goods, services or activities; (f) is in violation of the Site Rules or (g) 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) Website that is not directly controlled by Affiliate; or (d) 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, other than the provision of the job search results on Affiliate's website to the end users of that website that generated it; (i) 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 website 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 Ads.

#### **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, such as activities that fraudulently inflate the volume of impressions or clicks. Affiliates shall cooperate with Indeed in any corrective action that Indeed deems necessary to correct and prevent impermissible use of the Program Elements, such as providing Indeed with all information necessary to investigate the suspected violation.

#### **9. Modifications to this Policy**

Indeed may modify this AAUP at any time, without liability, as it deems appropriate in its sole discretion. Your use of Program Elements, after notice that this AAUP has changed indicates acceptance of the updated AAUP.



# Terms FAQ

For more information on Indeed’s Terms, please see our Indeed [Terms FAQ](#).

# AI and AEDT FAQ

For more information on “Automated Employment Decision Tools” and Indeed’s use of AI, please see our [AI and AEDT FAQ](#).

# Privacy Policy

We’ve moved this section to our Privacy Center. Please visit our Privacy Center to view [Indeed’s Privacy Policy](#).

# Cookie Policy

We’ve moved this section to our Privacy Center. Please visit our Privacy Center view [Indeed’s Cookie Policy](#).

Cookies Settings

Currently only available in the EU, Norway, Switzerland, UK, Brazil, and US.

# Your California Privacy Rights

We’ve moved this section to our [Privacy Center](#). Please visit our Privacy Center to view your California privacy rights.

# Privacy FAQ

For more information on Indeed’s approach to privacy, please visit our [Privacy FAQ](#).

# Data Processing Agreement

## Controller to Processor Data Processing Addendum

This Data Processing Addendum (“**Addendum**”) between You and the Indeed entity acting as Processor under Applicable Data Protection Law, is incorporated into our Terms of Service, and solely applies to limited situations where Indeed acts as a Processor of Client Personal Data on your behalf (as Controller).

You (or “**Client**”) and Indeed are referred to collectively as the “**Parties**,” and individually each as a “**Party**.”

### 1. Definitions

Words and expressions used in this Addendum but not defined herein shall have the meanings given to such words and expressions in the GDPR unless otherwise stated herein. Where the Applicable Data Protection Law gives means to such words and expressions that differ from the GDPR, then those meanings in the Applicable Data Protection Law shall apply instead for purposes of compliance with such Applicable Data Protection Law. The following definitions apply to this Addendum unless otherwise specified herein.

**Affiliate** means any entity that directly or indirectly controls, is controlled by, or is under common control with Indeed. “Control” for these purposes means having a majority of shares or the right and ability to direct management. This includes Indeed-affiliated entities located outside the EEA or Switzerland.

**Applicable Data Protection Law** means all laws, regulations, and other legal requirements relating to (i) privacy, data security, consumer protection, marketing, promotion, and text messaging, email, and other communications; (ii) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of Personal Data applicable to the processing of Client Personal Data under

the Agreement including but not limited to General Data Protection Regulation 2016/679 (“**GDPR**”), Federal Data Protection Act of 19 June 1992 (Switzerland), UK Data Protection Act 2018 and UK General Data Protection Regulation (UK GDPR), Japanese Act on the Protection of Personal Information (Act No. 57 of 2003 as amended in 2015) and any US state or federal laws or regulations pertaining to the collection, use, disclosure, security or protection of personal data, or to security breach notification, e.g. The California Consumer Privacy Act, as amended by the California Privacy Rights Act (together the “CCPA”); and binding guidance and / or codes of practice issued by a competent supervisory authority under applicable laws (as defined in the GDPR), or the European Data Protection Board.

**Business Contact Information** means the names, mailing addresses, email addresses, and phone numbers regarding the other Party’s employees, directors, vendors, agents and customers, maintained by a Party for business purposes as further described below.

**Client Personal Data** means Client-owned or controlled personal data provided by or on Your behalf to Indeed or an Indeed affiliate or subcontractor for processing under Applicable Data Protection Law pursuant to the Agreement. Unless prohibited by Applicable Data Protection Law, Client Personal Data shall not include information or data that is anonymized, aggregated, de-identified and/or compiled on a generic basis and which does not name or identify a specific person.

“**Controller**”, “**Consent**”, “**Processor**”, “**Sub-Processor**”, “**Data Subject**”, “**Personal Data**”, “**Processing**” or similar terms shall have the meaning given under Applicable Data Protection Law. For the avoidance of doubt, Processor includes without limitation, a “**Business**” as defined by the CCPA, “**Service Provider**” as defined by the CCPA, and “**business operator handling personal information**” as defined by the APPI. For the purposes of this Addendum Processor shall mean Indeed.

“**EU-US Data Privacy Framework (EU-U.S. DPF)**” means the EU-U.S. Data Privacy Framework Principles, including the Supplemental Principles and Annex I of the Principles issued by the US Department of Commerce effective July 10, 2023.

“**Self-certified and participating organization**” shall have the same meaning as prescribed under the EU-U.S DPF.

**Indeed** means the Indeed entity contracting with You in the context of the Agreement together with all relevant Affiliates.

**Personal Data Breach** means an actual, confirmed breach of security of Client Personal Data that results in the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to such Client Personal Data transmitted, stored or otherwise processed by a Party under the terms of the Agreement.

**Standard Contractual Clauses** means: (i) where the GDPR applies the contractual clauses annexed to the European Commission’s Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (the “**EU SCCs**”); (ii) where the UK GDPR applies, the applicable standard data protection clauses adopted pursuant to Article 46(2)(c) or (d) of the UK GDPR (the “**UK SCCs**”); and (iii) where the Swiss DPA applies, the applicable standard data protection clauses issued, approved or otherwise recognized by the Swiss Federal Data Protection and Information Commissioner (“**FDPIC**”)(the “**Swiss SCCs**”).

**Technical and Organizational Security measures** means those measures as set forth in Appendix B of this Addendum, aimed at protecting Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

**UK GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of Section 3 of the European Union (Withdrawal) Act 2018 and as amended by subsequent legislation.

**UK SCCs Addendum** means the standard contractual clauses addendum issued by the UK Secretary of State for the transfer of Personal Data outside the UK and any amendment or replacement of such standard contractual clauses pursuant to Article 46(5) of the GDPR

For purposes of this Addendum all references to “You”, “Your” or “Client” shall mean You, the individual or organization accessing the Indeed Site in your capacity as an Employer and the Controller and owner of Your Personal Data (as defined above).

2. **Representations and Warranties**

2.1 Each Party represents and warrants that it will comply with the requirements of Applicable Data Protection Law as applicable to such Party with respect to the processing of the Client Personal Data.

2.2 Each Party warrants and represents it has no reason to believe that the Data Protection Law prevents it from providing or receiving any services under the Agreement; and

2.3 Each Party warrants and represents it has the corporate power and capacity to perform its obligations under this Addendum

2.4 You represent and warrant to Indeed that:



2.4.1 You shall comply with and provide all of your obligations under this Addendum in accordance with best industry practice;

2.4.2 You have no reason to believe that Applicable Data Protection Law prevents You from entering into this Addendum or fulfilling any of Your obligations under this Agreement;

2.4.3 You have all necessary authorisations to enable or entitle You to enter into this Addendum, including but not limited to instructions, notices, licenses and consents, and that these have been obtained and are in full force and effect and will remain in such force and effect at all times during the subsistence of this Addendum;

2.4.4 You shall only provide processing instructions that are lawful and You shall have sole responsibility for the accuracy, quality, and legality of Client Personal Data and the means by which it was acquired;

2.4.5 neither the execution and delivery of this Addendum nor Your performance of any of Your obligations hereunder violates any (a) law to which You are subject; (b) judgment or order by which You are bound; (c) constitution or other equivalent constituting documents; or (d) other agreement or instrument which is binding on You or Your assets; and

2.5 Prior to transmitting Client Personal Data to Indeed, You shall inform Indeed of any requirements pertaining to the transmitted Client Personal Data.

2.6 Indeed represents and warrants to You that:

2.6.1 it will process the Client Personal Data (as set out in [Appendix A](#)) only in accordance with your documented processing instructions which may be given from time to time (including as set forth in the Agreement and this Addendum), save as otherwise required by law. The Parties agree that the Agreement and this Addendum, along with the Client's configuration of or any use of any settings, features, or options in the services (as the Client may be able to modify from time to time) constitute the Client's complete and final instructions to Indeed in relation to the processing of Client Personal Data (including for the purposes of the SCCs), and processing outside the scope of these instructions (if any) shall require prior written agreement between the Parties. For the avoidance of doubt, the Client acknowledges and agrees that the documented instructions include the processing of Client Personal Data for the purposes of providing, supporting, and improving Indeed services (including to provide insights and other reporting).

2.6.2 it will promptly notify You if Indeed determines that Your processing instruction violates any Applicable Data Protection Law (provided that nothing herein shall require Indeed to provide legal or regulatory advice or monitor Applicable Data Protection Law as they apply to You).

### 3. Disclosure and Processing of Client Personal Data

3.1 When providing or making available Client Personal Data to Indeed, You shall only disclose or transmit Client Personal Data that is necessary for Indeed to perform the applicable services under the Agreement.

3.2 Following expiration or termination of the provision of services under the Agreement and relating to the processing of Client Personal Data, Indeed shall promptly and securely delete all Client Personal Data (including existing copies) pursuant to its data retention schedule and as required by applicable laws. Notwithstanding the data retention schedule, upon Your written request following the termination of services, Indeed shall destroy all Client Personal Data in our possession, unless otherwise required or permitted by applicable laws.

3.3 All Indeed personnel, including subcontractors, authorized to process the Client Personal Data shall be subject to confidentiality obligations and/or subject to an appropriate statutory obligation of confidentiality.

3.4 You expressly acknowledge and agree that, in the course of providing the services, Indeed may anonymize, aggregate, and/or otherwise de-identify Client Personal Data ("**De-Identified Data**") and subsequently use and/or disclose such De-Identified Data for the purpose of research, benchmarking, improving Indeed's offerings generally, or for another business purpose authorized by Applicable Data Protection Law provided that Indeed has implemented technical safeguards and business processes designed to prevent the re-identification or inadvertent release of the De-Identified Data.

### 4. Security Measures

4.1 Each Party shall implement appropriate technical and organizational security measures to safeguard Client Personal Data from unauthorized or unlawful processing, destruction, loss, alteration, damage or disclosure. The Parties agree:

4.1.1 taking into account the ongoing state of technological development, the costs of implementation and the nature, scope, context and purposes of the processing of the Client Personal Data, as well as the likelihood and severity of risk to individuals, that Indeed's implementation of and compliance with the security measures set out in [Appendix B](#) ("**Technical and Organizational Security Measures**") are sufficient to provide a level of security appropriate to the risk in respect of the processing of the Client Personal Data; and

4.1.2 the Technical and Organizational Security Measures implemented pursuant to this clause 4 and Appendix B are subject to technical progress and development and that Indeed regularly reviews and may update or modify them from time to time in order to ensure that the processing of Client Personal Data is performed in accordance with this Addendum and Applicable Data Protection Law.

**4.2 Personal Data Breach**

If Indeed becomes aware of an actual or suspected Personal Data Breach, of Client Personal Data, Indeed will notify You without undue delay. Indeed will provide You with such information, assistance, cooperation , and taking into account the nature of the services provided and the information available to Indeed, take reasonable commercial steps to: (i) investigate and mitigate the Personal Data Breach and (ii) assist with respect to Your breach notification obligations under any Applicable Data Protection Law. The Parties agree to coordinate in good faith on developing the content of any related public statements and any required notices to the affected data subjects and/or the appropriate regulator in connection with a Personal Data Breach, provided that nothing in this clause shall prevent either party from complying with its obligations under Applicable Data Protection Law.

**5. Audits and Inspections**

Upon written request, Indeed shall make available to You, no more than once annually and strictly at your own cost, information reasonably necessary to demonstrate Indeed’s compliance with its obligations under this Addendum and Applicable Data Protection Law. You shall be solely responsible for determining whether the Services and Indeed’s Security Measures as set forth in [Appendix B](#) will meet your needs, including with respect to any Data Protection Laws.

**6. Data Subject and Supervisory Authority Requests**

To the extent required under Applicable Data Protection Law and taking into account the nature of the services provided, Indeed shall:

6.1 provide such assistance to You as is reasonably requested with respect to Your obligations to comply with requests from Your data subjects to exercise their rights under Applicable Data Protection Law. Indeed shall notify You without delay upon receipt of any request by a data subject to exercise his or her rights under Applicable Data Protection Law in respect of any Client Personal Data. Indeed will not independently respond to such requests from Your data subjects except where otherwise required by Applicable Data Protection Law. You undertake to inform Indeed (as the processor / service provider) of any data subject (or consumer) request received and shall provide Indeed with the necessary information to allow Indeed to comply with the request when required to do so; and

6.2 notify You of all enquiries or communications from a competent supervisory authority that Indeed receives which relate to Client Personal Data processed in connection with providing the services and under this Addendum and the Agreement unless prohibited from doing so at law or by a regulator. You shall be responsible for all communications or correspondence with the competent supervisory authority in relation to Your role as Controller of Client Personal Data under Applicable Data Protection Law and, to the extent permitted by law.

**7. Privacy Impact Assessments and Prior Consultation**

To the extent required under Applicable Data Protection Law and taking into account the nature of the services provided and the information available to Indeed, and to the extent You do not otherwise have access to the relevant information, Indeed shall provide reasonable assistance to You as reasonably requested with respect to Your obligations to conduct privacy / data protection impact assessments with respect to the processing of Client Personal Data.

**8. Subprocessors**

You generally authorize the engagement of Subprocessors by Indeed and a list of existing Subprocessors (to the extent that Subprocessors shall be used) may be made available on request. Indeed shall enter into a written agreement with each Subprocessor(s) that imposes on the Subprocessor the same data protection obligations that are imposed on Indeed pursuant to this Addendum. You shall promptly, and in any event within 10 business days, notify Indeed in writing of any reasonable objection to such changes / appointment. You acknowledge that Indeed’s Subprocessors are essential to provide the services and that if You object to Indeed’s use of a Subprocessor, then notwithstanding anything to the contrary in the Agreement, Indeed will not be obligated to provide the services to You for which Indeed uses that Subprocessor and any adjustments required by You shall be at your cost. Any disagreements between the Parties shall be resolved via the contract dispute resolution procedure.

**9. Transfers**

**9.1 Transfers of EEA/Swiss Data**

To the extent that GDPR and complementary data protection laws in EU member countries (“EU Data Protection Law”) applies to the processing of Client Personal Data, Indeed agrees that it will not transfer Client Personal Data out of the EEA and/or Switzerland to a country that has not been identified by the European Commission or a Supervisory Authority under EU Data Protection Law as a country



that provides an adequate level of data protection except where Indeed has ensured appropriate safeguards are in place, such as the Standard Contractual Clauses approved by the European Commission unless otherwise required by applicable law. Indeed and You hereby enter into the Standard Contractual Clauses (as further set out in the [Schedule](#) to this Agreement) in respect of such transfers.

**9.2 Transfers of UK Data**

Subject to subsection 9.4 below, the Parties shall rely on the UK Standard Contractual Clauses as amended from time to time by the Information’s Commissioner Office (the “**UK SCCs**”), to protect Client Personal Data being transferred from the United Kingdom (UK) to a country outside the UK not recognized as providing an adequate level of protection for personal data. You, acting as data exporter, shall execute, or shall procure that Your relevant entities execute, such UK SCCs with the relevant Indeed entity or a third-party entity, acting as a data importer.

**9.3 Transfers of non-EEA/Swiss/UK Data**

In the event that Client Personal Data is to be transferred outside the country of origin in connection with the provision of Services under the Agreement and this country is not located within the EEA, Switzerland or the United Kingdom, the Parties will work together expeditiously and in good faith to establish the appropriate transfer mechanism to be implemented, as required by applicable Data Protection Law.

**9.4 Transfers of non-EEA/Swiss/UK Data**

Indeed self-certifies to and complies with the EU-U.S. Data Privacy Framework program (EU-U.S. DPF (which is detailed here: <https://www.dataprivacyframework.gov/>), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework program (Swiss-U.S. DPF), as administered by the US Department of Commerce, and Indeed shall during the term of the Agreement maintain its self-certification to and compliance with the Frameworks (or successor frameworks) with respect to the Processing of Client Personal Data that is transferred from the EEA, UK or Switzerland to the United States, and provide Customer Personal Information with at least the same level of protection as required under the EU-U.S. DPF, including without limitation the Onward Transfer Principle. Indeed further agrees to process Client Personal Data only (i) for the limited and specified purposes consented to by the data subjects and set out in this Agreement (ii) in accordance with this Agreement, and the EU-U.S DPF Principles and (iii) taking into account the nature of the processing, assists the controller in responding to individuals exercising their rights under the DPF Principles.

**9.5 Transfer Mechanism**

In the event that the transfer mechanisms agreed by the Parties herein are amended, replaced, or cease to be authorized as a means to provide “adequate protection” with respect to transfers of Client Personal Data, the Parties will work together expeditiously and in good faith to establish another valid transfer mechanism and/or implement supplementary measures as needed to establish appropriate safeguards for such data. Any impacts on the terms of the Agreement and the provision of the services caused by such new requirements will be addressed by the Parties in accordance with Section 16 (Changes in Laws) below.

**10. California Consumer Privacy Act**

10.1 The following shall apply to the extent that the CCPA is applicable. Indeed shall: (i) not sell or share any Client Personal Data (as defined by CCPA); (ii) not retain, use or disclose any such Client Personal Data for any purpose other than business purpose(s) specified in accordance with the Agreement, unless permitted by law; (iii) not retain, use or disclose such Client Personal Data outside the direct business relationship between Indeed and Client, as set forth in the Agreement, unless otherwise permitted by law; (iv) provide the same level of privacy protection required of Client by the applicable obligations under CCPA for Client Personal Data ; (v) notify the Client if it can no longer meet its obligations under the CCPA and will work with the Client to take reasonable and appropriate steps to stop and remediate unauthorized use of Client Personal Data.

10.2 Client agrees that execution of the Agreement by Indeed shall be deemed to constitute any certification that is required under applicable Data Protection Laws to the restrictions on sale, retention, use, or disclosure of Client Personal Data.

**11. Use of Business Contact Information**

Each Party consents to the other Party using its Business Contact Information for contract management, payment processing, service offering, and business development purposes, including business development with partners, and such other purposes as set out in the using Party’s global data privacy policy (copies of which shall be made available upon request). For such purposes, and notwithstanding anything else set forth in the Agreement or this Addendum with respect to Client Personal Data in general, each Party shall be considered an independent Controller with respect to the other Party’s Business Contact Information and shall be entitled to transfer such information to any country where such Party’s global organization operates.

**12. Disclaimer of Liability**

Indeed will not be liable for any claim brought by a data subject arising from or related to Indeed or its Affiliates action or omission to the extent that Indeed was acting in accordance with Your instructions.

13. **Governing Terms**

13.1 This Addendum represents the entire agreement between the Parties in relation to its subject-matter and all previous representations, agreements and statements are hereby excluded.

13.2 For avoidance of doubt and without prejudice to the rights of any data subjects thereunder, this Addendum and any Standard Contractual Clauses (or other data transfer agreements) that the Parties or their affiliates may enter into in connection with the services provided pursuant to the Agreement will be considered part of the Agreement and the liability terms set forth in the Agreement will apply to all claims arising thereunder.

13.3 In the event of any conflict or ambiguity between terms of this Addendum and terms of the Agreement, the terms of the Addendum shall prevail. In the event of any conflict or ambiguity between terms of this Addendum and terms of the Standard Contractual Clauses, the terms of the Standard Contractual Clauses shall prevail. All other terms and conditions within the Agreement remain unchanged and in full force and effect.

14. **Severability**

Each and every provision of this Addendum is severable and distinct from the others and if at any time any provision of this is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of this Addendum.

15. **Notices and Variation**

All notices, consents, demands, and other communications required or permitted to be given by either Party under this Addendum shall be in writing. No amendment to this Addendum will be effective unless in writing and signed by both Parties.

16. **Changes in Laws**

In the event of (i) any newly enacted Applicable Data Protection Law, (ii) any change to an existing Applicable Data Protection Law (including generally-accepted interpretations thereof), (iii) any interpretation of a new or existing Applicable Data Protection Law by You, or (iv) any material new or emerging cybersecurity threat, which individually or collectively requires a change in the manner by which Indeed is delivering the services to You, the Parties shall agree in writing upon how Indeed’s delivery of the services will be impacted and shall make equitable adjustments to the terms of the Agreement and the Services in accordance with any change procedures as may be agreed to by the Parties.

17. **Governing Law and Jurisdiction**

17.1 The jurisdiction of this Addendum shall be the jurisdiction of the Agreement. In the event there is no jurisdiction clause in the Agreement, any dispute or claim in connection with this Addendum shall be governed by and construed in accordance with:

17.1.1 in the case of the contracting Indeed entity being in the US, the laws of the state of Texas,

17.1.2 in the case of the contracting Indeed entity being outside the US, the laws of Ireland, and each of the Parties hereby consent to the exclusive personal jurisdiction (including non-contractual disputes or claims) of the federal or state courts located in Travis County, Texas, U.S.A, if the Data Processor is located in the United States of America, or Dublin, Ireland, if the Data Processor is located elsewhere.

**SCHEDULE**

**EEA STANDARD CONTRACTUAL CLAUSES**

- 1. The relevant Controller-Processor Standard Contractual Clauses (Module 2) are available at: <https://hrtechprivacy.com/c2pscc>
- 2. For the purposes of entering the Standard Contractual Clauses:
  - a) The optional Clause 7 shall not apply
  - b) Option 2 of Clause 9 (Use of sub-processors) shall apply.



- c) The description of the transfer of Personal Data in Appendix A of this Agreement shall be deemed to be inserted in place of Annex I of the Standard Contractual Clauses;
- d) Appendix B of this Agreement shall be deemed to be inserted in place of Annex II of the Standard Contractual Clauses.

UK STANDARD CONTRACTUAL CLAUSES

1. The UK SCCs Addendum is available at: <https://hrtechprivacy.com/uk-scc>
2. For the purposes of entering the UK SCCs Addendum:
- a) The information contained in Appendix A of this Agreement shall be deemed to apply to Tables 1, 2 and 3 of the UK Standard Contractual Clauses; and
- b) The information contained in Appendix B of this Agreement shall be deemed to apply to the final row (Annex II) of Table 3 of the UK Standard Contractual Clauses.

APPENDIX A

A. LIST OF PARTIES

Data Exporter(s) / Client:

Name:  
Address:  
Contact Name, Position, Details:  
Relevant Activities:  
Roles:

Data Importer:

Name:  
Indeed Ireland Operations Limited  
Address:  
Block B, Capital Dock, 80 Sir John Rogerson’s Quay, Dublin 2, D02 HE36 Ireland  
Contact:  
Indeed Ireland Operations Limited  
ATTN: Data Protection Officer  
Block B, Capital Dock  
80 Sir John Rogerson’s Quay  
Dublin 2, D02 HE36  
Ireland

Relevant Activities:  
Indeed is engaged in the business of providing a web-based platform and related services for job seekers to upload resumes and search for jobs, and for businesses to post jobs, link jobs and locate candidates (the “Indeed Services”).  
Role:  
Processor

B. DESCRIPTION OF TRANSFER

Categories Data Subjects

The personal data transferred concern the following categories of data subjects: Individuals about whom Personal Data is provided to Indeed via the Services by (or at the direction of) Client, which may include without limitation Client’s or its Affiliates’ employees, contractors, and end users.

Purposes of the transfer(s)

The transfer is made for the following purposes: Indeed will only process Client Personal Data as Processor for the following purposes and only when necessary and proportionate to comply with the Client’s instructions: Providing and updating the Services as licensed, configured, and used by Client and its users, including through Client’s use of Indeed settings, administrator controls or other Service functionality; Securing and real-time monitoring the Services; Resolving issues, bugs, and errors; Providing Client requested support, including applying knowledge gained from individual Client support requests to benefit all Indeed Clients but only to the extent such knowledge is anonymized as set out in the Agreement and this Appendix A detailing the subject matter, nature, purpose, and duration of Personal Data Processing in the Controller to Processor capacity; Any other documented instruction provided by Client and acknowledged by Indeed as constituting instructions for purposes of this Addendum.

**Categories of Personal Data**

Depending on the Services you use, the personal data transferred may primarily concern the following categories of data:

**Indeed Account Information:** Data associated with the end user’s Indeed account, password, company name, and Client’s preferences. This will include: Indeed unique user ID, social media login (optional), and display name.

**Client Authentication Data:** This may include username and password unless Single Sign On (SSO) is used.

**Interview Content.** This may include video, audio, transcripts, interview notes, and interview questions.

**Chat Messages.** Content sent between users on an Indeed hosted video platform (e.g. Indeed Interview)

**Calendar Information.** This may include meeting schedules and event information made available through Client controlled integrations (e.g. Outlook, Google Calendar).

**Candidate Materials:** Data that Job Seekers disclose to employers in the hiring process. This data may include applications, which generally contain job seeker resumes, screening data (such as answers to screener questions or assessment results), cover letters, and any other data a job seeker agrees to share with Employers when they express interest in employment opportunities, for example, by applying or registering for events.

**Employer Materials:** This may include recruiter profiles, disposition information and employers’ notes about candidates, and candidate preferences.

**Interview Metadata:** This may include information about your interview product usage, such as frequency, quality, timezone, attendance, and duration of events, as well as network activity and sample text you save to dash.

**Device and Network information:** Information about your desktop and mobile device, which may include network data, operating system, user agent, MAC / IP address, and service logs.

**User Feedback and Satisfaction Data:** This may include ratings and plain text feedback on how we can improve our services.

**Frequency of the transfer (e.g. whether the data transfer is a one-off or continuous basis)**

Continuous

**Special categories of personal data (if appropriate)**

Special categories are not required to use the Services. Such special categories of data include, but may not be limited to, Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical belief, genetic or biometric data, data concerning your health or sexual orientation. To the extent such sensitive data is submitted, it is determined and controlled by Client in its sole discretion.

**Duration of processing**

The applicable term of the Agreement unless otherwise required by law.

**Nature and Subject Matter of the Processing**

*Indeed will process Client Personal Data for the purposes of providing the Services to Client in accordance with the Addendum.*

**Retention period (or, if not possible to determine, the criteria used to determine that period)**

The applicable term of the Agreement unless otherwise required by law.

**C. COMPETENT SUPERVISORY AUTHORITY**

**Identify the competent supervisory authority/ies in accordance with Clause 13 of the SCCs:**

The competent supervisory authority, in accordance with Clause 13 of the EU SCCs, must be (i) the supervisory authority applicable to the data exporter in its EEA country of establishment or, (ii) where the data exporter is not established in the EEA, the supervisory authority applicable in the EEA country where the data exporter’s EU representative has been appointed pursuant to Article 27(1) of the GDPR, or (iii) where the data exporter is not obliged to appoint a representative, the supervisory authority applicable to the EEA country where the data subjects relevant to the transfer are located.

With respect to Personal Data to which GDPR applies, the competent supervisory authority is the Irish Data Protection Commission.

With respect to Personal Data to which the UK GDPR applies, the competent supervisory authority is the Information Commissioners Office (the “ICO”).

With respect to Personal Data to which the Swiss DPA applies, the competent supervisory authority is the Swiss Federal Data Protection and Information Commissioner.



# APPENDIX B

## TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

In accordance with the Agreement, the Data Processor will adopt and maintain appropriate (including organizational and technical) security measures in dealing with Personal Data in order to protect against unauthorized or accidental access, loss, alteration, disclosure or destruction of such data, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

In determining the technical and organizational security measures required under the Agreement, the Data Processor will take account of the state of the art, the costs of implementation, and the nature, scope, context, and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

The Data Processor will maintain the following specific security measures, as applicable:

### ORGANIZATION OF INFORMATION SECURITY – Management direction and support for information security

- Policies for information security are documented and published.
- Chief Security Officer is appointed with responsibility for coordinating and monitoring security rules and procedures.
- Security roles and responsibilities are defined and allocated.
- Maintained information on third-party contact information to be used to report a security incident, such as Law Enforcement, relevant government departments, vendors, and Information Sharing and Analysis Center (ISAC) partners.

### HUMAN RESOURCE SECURITY – Employee responsibilities for information security

- Background checks are conducted on candidates for employment in accordance with relevant laws, regulations and ethics based on job title and location.
- Terms and conditions of employment for every employee require acknowledging Company Guidelines which include Acceptable Use Policy, Employee Privacy Notice and Code of Conduct.
- Information security and privacy awareness, education, and training is conducted on hire and annually thereafter.
- Formal disciplinary process is documented, communicated, and acknowledged by new hires and employees annually.

### ASSET MANAGEMENT – Identification and management of organizational assets

- Assets associated with data processing have been identified and an inventory is maintained.
- Rules for acceptable use have been documented, communicated, and acknowledged by new hires and employees annually.
- Sensitive data has been classified in terms of legal requirements to allow for access to be restricted.

### LOGICAL SECURITY – Access control to information processing systems

- Access to information and information processing facilities is limited and controlled to only that data minimally necessary to perform the users’ job duties.
- A formal user registration and de-registration process is in place enforcing unique identification of users.
- Allocation and use of privileged access rights are restricted and controlled.
- Users are required to follow secure practices in the use of authentication information including password configurations providing for a minimum length of 10 characters. Password history of 12. Complexity requiring 3 out of the following 4 character types: Capital Letters, Lowercase Letters, Numbers, Special Characters.
- Automatic time-outs of accounts if left idle, with identification and password required to reopen.
- Automatic deactivation of user IDs when several incorrect passwords are entered.
- Multi-factor authentication (i.e., requiring at least two factors to authenticate a user) for remote access over virtual private network (VPN) to any network, system, application, or other asset containing classified information.

### PHYSICAL SECURITY – Access and environmental control of information processing areas

- Security perimeters are defined and used to protect areas that contain restricted or confidential information and information processing facilities.
- Secure areas are protected by entry controls to ensure only authorized personnel are allowed access.
- Access to information processing facilities is logged and monitored by security.
- Physical protections against natural disasters, malicious attacks, and accidents are applied.

### OPERATIONS SECURITY – Secure operations of information processing facilities

- Changes to information processing facilities are controlled.
- Centrally managed anti-malware software to monitor and defend information processing facilities.
- Logging enabled on information processing facilities to include detailed information such as event source, date, user, timestamp, source addresses, destination addresses with synchronized time sources.
- Periodic internal and external penetration testing of information processing systems is performed to identify vulnerabilities. Identified vulnerabilities are addressed as part of the vulnerability management program.
- A process to timely identify and remediate system, device, and application vulnerabilities through patches, updates, bug fixes, or other modifications to maintain the security of Personal Data.

#### **NETWORK SECURITY – Security of information transmission**

- Use of industry standard firewall and encryption technologies to protect the gateways and pipelines through which the data travels (e.g. TLS/SSL).
- Encryption of certain highly confidential data (e.g., personally identifiable information such as National ID numbers, credit or debit card numbers) at rest and when in transit across open networks in accordance with industry best practices.

#### **APPLICATION SOFTWARE SECURITY – Information Security is designed and implemented within systems development**

- Separation of development, testing and operational environments.
- Secure coding practices appropriate to the programming language and development environment are in use.
- Error checking is performed and documented for all input, including for size, data type, and acceptable ranges or formats.
- Verification of versions of software acquired from third parties are supported or appropriately hardened based on developer security recommendations.
- Software development personnel receive OWASP training in writing secure code.
- Static and dynamic analysis tools are used to verify that secure coding practices are being adhered to for internally developed software.

#### **THIRD PARTY RELATIONSHIPS – Security of information and information processing facilities accessible by third parties**

- Information security requirements for mitigating risks associated with third party access to information and information processing facilities are agreed to in writing.
- Third parties and third party services are assessed by security to identify security and data protection risks that must be addressed through either organizational or technical measures during contracting or implementation.

#### **INCIDENT MANAGEMENT – Management of information security incidents**

- Responsibilities and procedures for incident management are documented to define the roles of personnel as well as the phases of incident handling.
- Users are trained to report observed or suspected information security weaknesses and events to security immediately.
- Response to security incidents are conducted in accordance with documented procedures and retrospectives are conducted.
- Incident response exercises and scenarios are conducted periodically to maintain awareness and comfort in responding to real-world threats. Exercises test communication channels, decision-making, and incident responder's technical capabilities using tools and data available to them.

#### **AVAILABILITY – Redundancy of information processing facilities and backup of information**

- Information, software, and system information are backed up regularly and are tested periodically.
- Backups are encrypted and replicated across geographic locations to provide for redundancy.

#### **COMPLIANCE – Compliance with legal and contractual requirements and information security reviews**

- Relevant legal and contractual requirements are documented and kept up to date of information processing facilities.
- Independent reviews of information security and its implementation are conducted on a periodic basis.
- Technical compliance reviews of information systems are conducted on a periodic basis to identify compliance with organizational policies and standards.

Below you will find Indeed's terms and conditions and information about our cookie and privacy policies. We know we are giving a great deal of information. Indeed does this for a reason: we want you to have as much knowledge about what we do for you at Indeed as is possible. We do not want you to wonder about any of our processes or procedures or guess as to what your interaction with Indeed means. We want you to understand it, which is why we must explain it in detail. We urge you to read these terms or any section of interest to you. You are agreeing to proceed under them.



# Indeed General Terms of Service

Last Updated: January 12, 2024

## Introduction to Indeed’s Terms of Service

Each time you access or use Indeed’s online and/or mobile services and websites, including any Indeed mobile application and browser extension or plugin, regardless of where it is downloaded from (collectively, the “Indeed Apps”), and any software, service, feature, product, program and element (including e-mail messages, notifications, and other messages) provided by or on behalf of Indeed on or in connection with such services or websites (collectively, the “Site”), including 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:

### For Job Seekers:

- If you are located within the United States, the Site is provided by Indeed Inc., Indeed Tower 200 West 6th Street, Floor 36, Austin, TX 78701, USA.
- If you are located in Japan, the Site is provided by Indeed Japan K.K.
- If you are located outside of the United States or Japan, the Site is provided by Indeed Ireland Operations Limited.

### For Employers :

- If you are located in Brazil, Employer services are provided by Indeed Brasil Pesquisa de Empregos Ltda., Vila Olímpia Corporate Towers, Rua Fidêncio Ramos, 302, Torre B, 12º andar, São Paulo, SP, 04551-010, Brasil.
- If you are located in the United States, Employer services are provided by Indeed, Inc., Indeed Tower 200 West 6th Street, Floor 36, Austin, TX 78701, USA.
- If you are located in India, Employer services are provided by Indeed India Operations (Pte.) Ltd., 10th Floor, Skyview 10, Survey No. 83/1, Raidurg (Panmaktha) Village, Rangareddi, Hyderabad – 500081, Telangana, India (“Indeed India”), and/or
- If you are located in the Asia-Pacific Region\*, Employer services are provided by Indeed Singapore Operations (Pte.) Ltd., 10 Collyer Quay #24-01, Ocean Financial Centre, Singapore 049315.
- If you are located in Japan, Employer services are provided by Indeed Japan K.K., 6<sup>th</sup> Floor, Sumitomo Fudosan Azabu-juban Bldg. 1-4-1, Mita, Minato-ku, Tokyo 108-0073, Japan.
- If you are primarily supported by Indeed’s UK office, Employer services Indeed UK Operations Ltd., Ground Floor, 20 Farringdon Road, London EC1M 3HE, United Kingdom.
- If you are primarily supported by Indeed’s France office, Employer services are provided by Indeed France SAS, 29 Rue de Berri, Washington Plaza – 4th floor, 75008 Paris, France.
- If you are located in Canada, Employer services are provided by Indeed Canada Corp., 1741 Lower Water Street, Suite 600, Halifax, NS B3J 0J2, Canada.
- If you are primarily supported by Indeed’s Italy office, Employer services are provided by Indeed Italy S.r.l., Piazza Filippo Meda 3, Milano, CAP 20121, Italy.
- If you are primarily supported by Indeed’s Germany office, Employer services are provided by Indeed Deutschland GmbH, Theo-Champion-Straße 2, 40549 Düsseldorf, Germany.
- In all other respects, Employer services are provided by Indeed Ireland Operations Limited, Block B, Capital Dock, 80 Sir John Rogerson’s Quay, Dublin 2, D02 HE36, Ireland, in all other respects (“Indeed Ireland”).

### For Publishers:

- Indeed Inc., Indeed Tower 200 West 6th Street, Floor 36, Austin, TX 78701, USA (“Indeed, Inc.”)

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”). 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.

Except as otherwise provided below, Indeed does not act as an employment agency, or any other type of agent, by providing the Site or its tools. Indeed provides the Site solely as an independent contractor and does not have authority to act or make employment decisions on behalf of Employers or Job Seekers. Nothing in this Agreement or on the Site should be construed as creating an agency relationship between us and Employers.

In the United States and United Kingdom, our affiliate Indeed Flex, Inc. may provide services as a staffing agency to its clients. Further, Indeed Hire, Inc. and Indeed Ireland Operations Limited may provide services as an employment agency to its clients pursuant to a written agreement with clients separate from this Agreement (together “Indeed Hire”). These services are separate from the Site and may involve such affiliates using the Site on their clients’ behalf. In Japan, Indeed Japan K.K. may offer services as an employment placement business provider (as defined under applicable law) in accordance with this Agreement and the rules set forth in [its website](#) (any such services are marked as offered by “Indeed Agent”).

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 you can email accessibility@indeed.com. 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.

Indeed may reject, remove, or limit visibility to any User Content (as defined below), and Indeed may disable any account or restrict your ability to use all or parts of the Site, for any or no reason without notice. Although Indeed may indicate why User Content or an account has been removed or disabled, we cannot give every reason why User Content or an account may be removed. We always retain the right to remove any User Content or account if we feel it is in our interest or our Users’ interest.

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.](#)**

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](#) for more details.

You can view the [Indeed India Operations Private Limited Corporate Responsibility Policy](#).

This Agreement applies to the following Indeed websites, which are part of the Site: [gigajob.com](#), [workopolis.com](#), [careesma.in](#), [engineerjobs.com](#), [wowjobs.ca](#), [wowjobs.us](#), [simplyhired.com](#), [resume.com](#)

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 (free and sponsored job postings, targeted ads, or organizing virtual hiring events) you are agreeing to be bound by the [Indeed Ads Program Terms](#)
- If you access or use the Indeed Resume Search Program (seeking candidates for jobs within Indeed Resume/ CV database), you are agreeing to be bound by the [Indeed Resume Search Program Terms](#)
- If you access or use the Indeed Assessments (adding assessments into your hiring process), you are agreeing to be bound by the [Indeed Assessment Terms](#)
- If you access or use the Indeed API(s), you are agreeing to be bound by the [Indeed API Terms](#)
- If you access or use the Indeed Hiring Platform (online interviews and other hiring tools), you are agreeing to be bound by the [Indeed Hiring Platform Terms](#)
- If you access or use the Indeed Recruiter Extension service, you are agreeing to be bound by the [IRX Terms](#)



- If you access or use the Indeed Publisher Program, you are agreeing to be bound by the [Indeed Publisher Program](#); and
- For all other uses of the Site, you are agreeing to be bound by the [Indeed General Terms of Service](#).
- For more information on Indeed's Terms, please see our Indeed [Terms FAQ](#).

## A. Terms of Service for Job Seekers

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. As a Job Seeker, you are permitted to use Indeed's Site and its content solely for non-commercial purposes.

### 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. Indeed displays Job Ads based on a combination of compensation paid by employers to Indeed and relevance, such as search terms, and other information provided and activities conducted on Indeed. 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.

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. 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 without any obligation to provide reasoning for removal or exclusion. 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, or other information submitted by any Employer or other user.

When you initiate a job application on a website operated by an Employer or its applicant tracking system, Indeed may collect certain information about you and any actions taken by you during your visit using automated means, such as via Application Programming Interfaces (API), cookies and web beacons. The information collected includes, for example, information about job listings you viewed and job applications you started and completed. An Employer who uses tracker 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 tracker functionality.

Indeed may provide independent functionality to assist you. For example, Indeed may provide search options to help you 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. Indeed may also promote Job Ads by select Employers on certain pages or websites dedicated to a specific topic, such as inclusive hiring, or military-friendly job posts. The placement of a Job Ad on a dedicated page or website is not a representation regarding the nature of the role for legal purposes (for example gig economy postings are not necessarily limited to contractor status jobs and may also include engagements for employment relationships) or a representation regarding the attributes of an Employer. Indeed does not guarantee that applying to jobs through a dedicated page or website will lead to a better job application experience, a job interview, or a job offer. The dedicated pages or website do not contain an exhaustive list of Job Ads, and no inferences can be drawn with respect to Job Ads or Employers that are not displayed on dedicated pages. Indeed may also 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. Resume and Profile

By creating a searchable 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 anyone accessing our Site, such as Employers that Indeed believes may have an interest in Your Resume, users of Indeed's Resume Search Program, or anyone with access

to the URL associated with your searchable resume. We offer you the option to make Your Resume searchable on Indeed to help you find a job. You are responsible for keeping Your Resume accurate and up-to-date.

When you provide Your Resume on Indeed, Your Resume is set to searchable on Indeed (“Searchable”) by default. 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 not searchable on Indeed (“Not Searchable”). Resumes that are not searchable on Indeed are only made available to those to whom the Job Seeker has submitted an application or provided their resume. Applying to jobs or otherwise sharing Your Resume with Employers may result in Your Resume being copied and published even if it is set to Not Searchable. While you may change Your Resume privacy settings at any time, setting Your Resume to Not Searchable will not affect your previous applications or prevent employers you responded to from contacting you. Resumes set to Searchable, including yours, can be copied by search engines and other third parties accessing the Site, who can then make those Resumes publicly available elsewhere. Indeed does not control such third parties. If Your Resume is copied in this manner, then setting it to Not Searchable on Indeed will not affect those third parties or the copies they have made of Your Resume. Changes to Your Resume on the Site may or may not be reflected on copies made by third parties. If you do not want Your Resume to ever be publicly visible or copyable, you must keep it set to Not Searchable. Indeed assumes no responsibility and disclaims all liability for Your Resume or application information that you share with Employers or otherwise make public. You can read more about resume privacy [here](#).

As we continue to improve the Site, you may see phrases like ‘Employers can find you’ and ‘Employers can’t find you’. For the purposes of the Terms, these phrases are synonymous with the previously employed terms ‘Searchable’ and ‘Not Searchable,’ respectively. These phrases are only a rephrasing for the purpose of enhancing user understanding, and it in no way alters the substantive rights, obligations, or protections provided under our Terms.

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, other jobs you may consider applying to because your qualifications may match their requirements, and suggestions for additional information you may want to include with your application to a particular job. We may also provide you with feedback through additional resume review services, such as helping you understand how your resume may be parsed by applicant tracking system software, feedback on ways to build a more effective resume, or a personalized resume review video. We provide this feedback directly to you, and may give you the ability to access it within your account. It is not made available to Employers. You agree that your use of any feedback or other information provided through resume review services is at your sole discretion. You are the only one responsible for deciding which jobs to apply to and what to include in your applications. Indeed assumes no responsibility and disclaims all liability for any actions you take based on any provided feedback. Indeed does not guarantee that any recommended jobs are suited for you.

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 uploading a file resume on the Site, you agree that Indeed may convert your file resume to a different file type. It is your responsibility to review Your Resume to ensure that the content appears as you intend, and that 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 Your Resume to be reflected. Indeed assumes no responsibility and disclaims all liability for Your Resume or other application information you post, send or receive through the Site.

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 that you choose to include, such as your desired job title, job types, work schedule, whether you are ready to work, or pay. Information in your Indeed Profile, except 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 Not Searchable 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. Indeed may disable that feature from your profile after a certain time, but you can manually enable it again.

To mitigate fraud, Indeed may mask or hide your contact information, for example, we may mask or hide your email address and/or phone number, from Your Indeed Profile, Your Resume, or application, 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 or hidden, and the decision to mask or hide such info is in Indeed’s sole discretion. Indeed may also mask some or all of the Employer’s contact information, or an Employer may choose to mask their contact information when they contact you. In either case, you agree to an Employer contacting you from a masked phone number or email, and that you may not be able to return their call unless they provide their real number to you. Indeed reserves the right to limit your ability to set Your



Resume to Searchable, and may toggle a public resume to Not Searchable, at any time, to prevent illegal conduct, for fraud mitigation, or for any other reason in Indeed's discretion. Indeed makes no guarantee that Your Resume will be shown to any particular Employer or that any portion of the Indeed Resume database will be available to an Employer at any particular time.

In certain markets, Indeed works with organizations who are involved in helping Job Seekers find opportunities. Notwithstanding the possible use of the term "partner" or "partnership," Indeed's engagement with these organizations does not create or imply a joint venture, partnership, principal-agent relationship, or any other form of joint enterprise between the "partner" organization and Indeed. In some instances, Indeed shares limited information back to these organizations about Job Seekers if Job Seekers agree to such sharing. For example, confirmation that a Job Seeker has created an Indeed account or used one of our Sites successfully (for example, by applying to a certain number of jobs or utilizing our career guides). These organizations may advertise their career services in partnership with Indeed. Indeed is not responsible for, and disclaims all responsibility and liability for the activities of these organizations and their career services. Indeed does not guarantee the quality or effectiveness of any advice, recommendations, guidance or services 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 interactions you have with such a third party organization.

In connection with Indeed's work with these organizations, Indeed may offer Job Seekers opportunities to present particular skills and qualifications on their Resumes in connection with training programs or courses they have taken. Job Seekers are ultimately responsible for the contents of their Resumes or Profiles, as well as their job searches and applications. Indeed assumes no responsibility and disclaims all liability for Resume or application information that Job Seekers share with Employers or otherwise make public. Indeed makes no guarantees regarding your job application experience, that your Resume will be shown to a particular Employer, that Employers will contact you, or that you will receive job interviews or job offers.

### **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 (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."). 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. Use of any automation, scripting, or bots to automate the Indeed Apply process outside of Indeed's official vendors and tooling is prohibited.

You acknowledge that prior to submitting an application through Indeed Apply, you are responsible for reviewing and confirming that you are applying to your desired Employer. Once you provide information to an Employer (whether in the form of a job application, resume, email, interview material 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. Unsubscribing from calls from Employers through Indeed does not apply to interviews you have already scheduled. If you require alternative methods for applying, you must approach the Employer directly to request such alternative method, as Indeed is not responsible for the Employer application process.

When you ask Indeed to submit your application or other information through Indeed Apply, 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 the indicated Job Listing(s). You further agree to Indeed's performance of automated processing in relation to your application, as such processing is an essential part of this Agreement. 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. 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.

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 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, which may include sending your application to an Applicant Tracking System (ATS) or other service provider selected by the Employer. You agree that Employers can enable such service providers to access and manage their Indeed accounts, including by connecting to and integrating with APIs provided or used by Indeed. By applying for a job through Indeed, you agree to Employer's use of such service providers, and acknowledge that such use may involve an intermediary's access to job applications sent to its Employer client. 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. Indeed depends on the Employer or the Employer's agent to provide Indeed with the correct destination for all applications,

and we cannot vouch for the validity of the contact information provided to us by Employers. If the electronic destination provided to Indeed is incorrect, your application materials will not be sent to the intended recipient of the application. Further, Indeed does not guarantee that its integrations or the interface will be error-free. However, Indeed may alert you when any of the above events occur.

Job Ads may expire or otherwise be removed between the time you submit your application and the time it is received, in which cases your application will be void. Indeed has no responsibility for expired or removed Job Ads or for delivering applications prior to a Job Ad's expiration or removal. Indeed and its third party providers may store your application and related information regardless of whether a Job Listing has been closed or is no longer available on the Site. We also cannot vouch for the technical capabilities of any third party sites, including but not limited to ATSS. Third party sites, including ATSS used by Employers, may disclaim liability for technical malfunctions, including the failure in the delivery of applications. We are not responsible if an ATS rejects or fails to deliver an application to an Employer for any reason. If you do not feel comfortable sending an application or messages in this manner, or having your application or messages stored by Indeed on Indeed's or third party providers' servers, 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.

By using Indeed, you agree that Indeed is not responsible for the content of the Employer's job application, requirements, 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. Employers are solely responsible for compliance with all applicable laws, including the Fair Credit Reporting Act and similar laws, anti-discrimination laws such as Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and any applicable data protection or privacy laws. **Employers are responsible for offering alternative methods of screening, if so required by the Americans with Disabilities Act or any similar law.** You must contact the Employer if you require alternative methods of screening. 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. Employers may ask applicants to voluntarily self-identify certain demographic information such as race, ethnicity, sex, disability and/or veteran status along with their job applications. Some Employers are required by law to ask these questions and you may see these questions when applying to jobs on Indeed. That is a separate process from Indeed's collection of demographic data (see section 11, "Your Job Seeker Data," below). Indeed is not responsible for these questions. If you have questions or concerns about an Employer's application materials, please contact the Employer directly or refer to their privacy policy. 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.**

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. Indeed assumes no responsibility, and disclaims all liability, for the content, accuracy, validity, completeness, legality, reliability, or availability of any Employer Assist notices.

By using Indeed Apply and answering screener questions, you acknowledge that Employers may have instructed Indeed to schedule interviews with Job Seekers who meet criteria (based on information the Job Seeker has provided to Indeed, such as answers to screener questions, resume, and Indeed Assessment Responses) that the Employers have selected, and based on the Employers' availability. You agree that Indeed has no discretion in the transmission or storage of these interview invitations (which are purely mechanical), that transmission or storage is not guaranteed, and that the availability or criteria the Employer provided to Indeed may not be accurate. Indeed may request that Job Seekers confirm their interest in the position before scheduling an interview. It is ultimately your and the Employer's responsibility to confirm whether any interviews were scheduled, or to reschedule or cancel interviews if necessary. The decision of who to interview is decided solely by the Employer, who can choose to interview any Job Seeker at any time.

Indeed may offer Employers functionality that groups applicants based on whether they meet or may meet Employers' criteria, based on text in their resumes or answers to screener questions. In all cases, Employers can view any applicant at any time, and Indeed makes no decisions about any applicant. You agree that such functionality does not constitute or contribute to a decision, and is not a substitute for



human discretion and review. The Employer is solely responsible for its screening and hiring decisions.

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

You acknowledge that as part of its efforts to combat fraud and spam, Indeed may require that users verify their email address. When you apply to a job through Indeed, you agree that you may be required to verify your email address, and that failure to verify may lead to your application being rejected.

#### **4. Job Matching and Recommended Jobs**

Job matches are recommendations which may be presented to both you as a Job Seeker and to Employers in various formats on the Site. For example, Indeed may recommend Job Ads which are similar to jobs to which you recently applied, or recommend Resumes to Employers which match Job Ads they post. Job matching is provided to you on a beta basis and is subject to our Beta Program (see section 9 of the Terms of Service for All Users).

To generate matches, Indeed uses data collected through our Site from both Employers and Job Seekers. This includes Job Ads, Your Resume, your application materials (including responses to screener questions), Indeed Assessments, and your activity on Indeed (such as searches you run and Job Ads you click on and apply to). You agree and consent that Indeed may use this information to present potential matches to you and to potential Employers.

Indeed may automatically send you recommended jobs via the email address you use to apply to a job or the email that is associated with your Indeed account.

#### **5. Communications and Other Actions on the Site**

When you view, send, store or receive communications or materials (including Job Listings, resumes, messages, text messages, applications, questions and responses in applications, and any other information) on or through the Site, you agree to your communication and materials being processed, analyzed, reviewed, and stored, including via automated means, for data analysis, quality control, enforcement of the Sites’ rules and other Indeed policies, content moderation, and to improve the Site or any other Indeed product or service whether via automated means or otherwise. If you disagree with any part of these terms, do not use the Site.

When an Employer views, sends, stores or receives communications or 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, recently active, or active on Indeed, and you hereby consent to Indeed taking such actions. As part of this functionality, 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 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 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 text message reminders for your interviews, and you agree to accept such text message reminders on your cell phone, including messages sent by automated telephone dialing system. You acknowledge that if the words “automated,” “automatic,” or similar words are used on the Site in connection with calls or text messages, these words do not refer to the generation or storage of a phone number. Indeed only calls the number that you generated and stored when you provided your number to Indeed. In the event you change

your phone number, you agree to promptly update your Indeed account with the new number. You agree that by providing your phone number or using the Site, you are establishing a business relationship with Indeed and that Indeed may send you text messages in connection with that relationship.

Indeed may enable text messaging relay and/or call relay services through our Site to help facilitate contact between Employers and Job Seekers about a Job Listing. You understand that communicating through such relay services on or through the Site shall be limited to the purpose of applying for a Job Listing. Indeed may, in its sole discretion, turn off or disable text messaging relay and/or call relay services for any Employer or Job Seeker at any time without prior notice and for any or no reason. Please note that since these text messaging relay and call relay 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 send or receive such text messages or calls. You agree that Indeed is not responsible or liable for the content of any text message and/or call from you or Employers. You further agree that Indeed is not responsible or liable for the manner in which you or Employers use text messaging relay and/or call relay services.

Indeed may offer you the ability to utilize a text messaging relay service to facilitate contact for the purpose of submitting applications and for other communications related to Job Listings (“Text to Apply”). Indeed may also offer you the ability to utilize a QR scanning service to facilitate contact for the purpose of submitting applications and for other communications related to Job Listings (“Scan to Apply”). To use Text to Apply, a Job Seeker must text an Employer’s preset keyword (“Keyword”) to a telephone number which may be included in the Employer’s advertising materials, such as a sign, flyer or other materials or items that Employers display which contain a Keyword and phone number or QR code (“Sign”). To use Scan to Apply, a Job Seeker must scan the QR code displayed on a Sign. You agree that Indeed is not responsible for the content or placement of any Sign. By texting Keyword to the telephone number, you are consenting to receive text messages about the Employer’s Job Listings. You understand that a Keyword or QR code may be inactive or unavailable when you text the phone number or scan the QR code. You also understand and agree that messages and data rates may apply as a part of your use of Text to Apply. 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 send or receive such text messages. You represent and warrant that you are the subscriber and primary user of the telephone number from which you use Text to Apply. You acknowledge and agree that when you text the assigned Keyword to the phone number provided, Indeed shall respond with a text message containing a link showing the sponsored Job Ads that the Employer has associated with Text to Apply, as applicable.

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. Your standard calling rates with your phone provider will apply.

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. Indeed may group messages together as part of a conversation on Indeed Messages. This is done as a courtesy, and some messages related to the same conversation may not be grouped together. When communicating with an Employer through Indeed, the Employer sender’s information may be displayed in different ways, for example, you may see the Employer’s company name or the name of the specific person sending the message, but you may not see all that info in all circumstances. Indeed’s messaging system is not intended for sending one message to multiple people. You agree to not use Indeed’s messaging services to send bulk messages, unless specifically authorized in the Indeed interface. You agree to not circumvent this limitation through using your email client for this purpose, for example by sending email messages through your email client (e.g. your Gmail or third party email provider) to multiple Indeed aliased e-mail addresses. If a user, such as an Employer, sends an email to multiple recipients (e.g. by adding additional aliased email addresses to the cc field in a third party email client), this may affect the way messages on Indeed are displayed. In this case, it is best to view the email conversation in the third party email client. Should you choose to send an email from a third party email client, the person with whom you are communicating may be able to see your email address, rather than the alias.

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. You acknowledge and agree that any decisions or actions taken by the Chatbot are not legally binding, and Indeed shall not be held liable for any legal consequences resulting from such decisions or actions.

Indeed reserves the right to turn on or enable chat or other communication options for select Employers or Job Listings, in its sole discretion, and to notify you that chat or other communication options are available for a particular job or Employer. For example, you may see an option to chat with an Employer before applying to certain jobs. Whether or not you see that option depends on many factors, including whether the Employer turned on that functionality and the Employer and/ or Job Listing meet certain requirements. Indeed may, in its sole discretion, turn off or disable chat for any Employer or Job Seeker at any time without prior notice.

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



It is possible to create an Indeed account with a phone number only and no email address (“PNO Accounts”) in certain countries. If you create a PNO Account, you understand and agree that there are limitations to using such an account. Such limitations include the following: (i) if you forget your password, you may not be able to recover it or regain access to your PNO Account and the data contained in your PNO Account, (ii) if you change your phone number, you will lose access to your PNO Account if you do not change the phone number on your PNO Account before you lose access to your old number and (iii) you can only create a PNO Account if you have a WhatsApp account. If you forget your password, you may be given the option to regain access to your PNO Account in some limited circumstances (“Forgot Password Option”). If you want to proceed with the Forgot Password Option, you must ensure that you have access to the phone number associated with your PNO Account. If the phone number associated with your PNO Account has been recycled or a third party has access to it, there is a risk that a third party could access your PNO Account.

To unsubscribe at any time from non-transactional WhatsApp messages connected to your PNO Account, reply STOP by WhatsApp to the relevant message. DUE TO THE UNSTRUCTURED CONVERSATIONAL FORMAT OF THIS SERVICE, WE MAY NOT RECOGNIZE OTHER UNSUBSCRIBE ATTEMPTS. Please note that since PNO Accounts depend on the functionality of third-party providers, there may be technical issues on the part of those providers. We cannot vouch for the technical capabilities of any third parties to send or receive WhatsApp messages. You represent and warrant that you are the subscriber and primary user of the telephone number registered on your PNO Account. Indeed accepts no liability regarding phone numbers in PNO accounts being recycled or Job Seekers losing access to such phone numbers.

### *Indeed Interview Updates and Recruiter Invitations*

If you have consented to receiving text messages with updates (i) about upcoming interviews scheduled on Indeed (“Indeed Interview Updates”) or (ii) from Employers interested in Your Resume (“Recruiter Invitations Messages”), the terms in this paragraph apply to you. Indeed Interview Updates may include confirmation messages, messages reminding you about Indeed Interviews and messages regarding cancellations. You can cancel the Indeed Interview Updates and Recruiter Invitations Messages at any time by texting “STOP” to the relevant short code. If you want to unsubscribe from both categories of messages you must text “STOP” to both short codes. After you send the text message “STOP”, we will send you a text message to confirm that you have been unsubscribed. After this, you will no longer receive Indeed Interview Updates or Recruiter Invitations Messages (as applicable). If you want to join again, sign up as you did the first time and we will start sending the relevant messages. If you are experiencing issues with the messaging program you can reply with the keyword “HELP” for more assistance, or you can get help [here](#). Carriers are not liable for delayed or undelivered messages. Message and data rates may apply for any messages sent by you to Indeed, and by Indeed to you. Message frequency varies. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

## **6. Virtual Communications**

Employers may offer you the opportunity to participate in virtual, pre-recorded, and remote communications using Indeed products, including but not limited to, Indeed Interview, Indeed Hiring Platform, Virtual Evaluations, 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.

NOTICE – Virtual Interviews May be Recorded: You understand that an Employer may enable the recording of a Virtual Interview or you may be given the option to pre-record an interview to provide to the Employer. You agree to respect any notification (visual, audio, or otherwise) which may indicate that recording is enabled by or on behalf of an Employer on Virtual Interview. If you do not agree to be recorded, you must refrain from pre-recording an interview or you must immediately leave the Virtual Interview. By using Virtual Interviews, you agree that the Virtual Interview may be recorded and that Indeed and third party providers can store, access and analyze the recording. Also, you agree that an Employer that receives pre-recorded interviews or activates the recording function, can access, store, use, analyze, and share the recording, and that this activity is outside of Indeed’s control. YOU FURTHER AGREE THAT INDEED IS NOT LIABLE FOR ANY CLAIMS ARISING OUT OF THE RECORDING OF VIRTUAL INTERVIEWS, AND YOU RELEASE INDEED FROM ANY SUCH CLAIMS.

YOU UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, 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, TO THE MAXIMUM EXTENT PERMITTED BY LAW, 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 FURTHER ACKNOWLEDGE AND AGREE THAT INDEED DOES NOT ASSUME ANY RESPONSIBILITY FOR AVAILABILITY OR RETENTION OF ANY RECORDINGS 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.

## 7. 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".

Indeed does not act as an employment agency by offering screening tools. By using screening tools, 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 information as they determine. The sole responsibility for the content of any screening tools, 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 screening tools, is solely with Employers or Job Seekers as applicable.

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, each disability is unique and 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.

## 8. 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.

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. Indeed may provide a means by which you may request and receive additional time on Assessments. 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, each disability is unique and 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 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.**

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 on 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.

You may be invited to choose to automatically share your Responses to specific Assessments with other employers who request the same skills test from you in the future as part of the job application process. Note that this is a completely separate preference from sharing settings on your Indeed Profile, which only controls whether your results are available on your Indeed Resume. If you choose to automatically share your Responses to specific Assessments with other employers who request the same skills test from you as part of the job application process, you acknowledge that Indeed has no discretion in the transmission or storage of the Assessments Responses you choose to share automatically, and that transmission or storage is not guaranteed.

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](#). 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. 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. 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.

If you are Job Seeker resident in Germany, the limitation of liability as set out above shall be replaced in its entirety by the following:

Indeed's obligation to pay damages shall be limited as follows:

- (a) For damages caused by a breach of a material contractual obligation, Indeed shall only be liable up to the amount of the typically foreseeable damage at the time of entering into the contract; Indeed shall not be liable for damages caused by a breach of a non-material contractual obligation.

- (b) The limitation of liability as set out above under (a) shall not apply to damages caused intentionally or by gross negligence, culpably caused personal injuries nor to any liability under the German Product Liability Act and in case of any further mandatory liability. Furthermore, it shall not apply if and to the extent Indeed has assumed a guarantee

## 9. Career Services

Indeed may offer you resume review, resume scan, offer coaching, live video consulting sessions, writing services, general career guidance, or other consultation services (collectively, “Career Services”). By using Career Services, you request and consent that Indeed, or an Indeed vendor, provide you with the service you select. You may only use Career Services for advice concerning your own resume, offer, or employment situation and not another person’s. As a user of the Site, Indeed may also, from time to time, provide you career or hiring guides via blog posts, email, or other channels as part of its services to you. For example, Indeed may provide 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 offers these Career Services as optional guidelines for its users and all liability with respect to actions taken or not taken based on the contents of such Career Services are hereby expressly disclaimed.

When filling out forms associated with Career Services, you agree to provide complete and accurate information. Any information you upload through the forms, including a resume, constitutes User Content and shall be treated in accordance with any User Content sections herein. Any career-related or hiring-related information, feedback, guides or other content provided by Indeed, or Indeed’s vendor, through Career Services or otherwise, 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 Agent 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 Agent in Japan). You are responsible for reviewing any career or hiring-related information provided to you, for example, for accuracy and completeness. You are also responsible for editing the information before you use it, for example, for an employment application. Indeed is not responsible for the accuracy or completeness of any information that Indeed or its vendor provides you. You understand that by using Career Services or referring to or using any career or hiring information, you are not guaranteed job interviews, job placement, assurance of being hired, or a higher salary or increased benefit, and you take full responsibility for use of these services or information.

Indeed owns all rights in Career Services and other career and hiring-related material that Indeed provides you, such as video feedback and hiring tips. By using Career Services, Indeed grants you an express, non-exclusive, non-assignable, and non-sublicensable right and license to use materials developed by Indeed or Indeed vendors for you. This license is limited to personal and non-commercial use and any further use is prohibited.

Indeed may offer, as part of Career 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 or any actions taken or not taken based on the contents of 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. Further, the live video service functionality in Career Services utilizes a video platform created by the third party, Whereby. By using any feature of Career Services that involves live video services, you agree to Whereby’s [privacy policy](#).

**Career Services Payment, Cancellation, and Termination.** To the extent that you use a paid Career Services offering, you shall be charged as indicated on the Site. Subject to the limited cancellation rights described below, refunds (if any) are at the absolute discretion of Indeed and only in the form Indeed finds appropriate in its sole discretion. You acknowledge and agree that any credit card, bank account, 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.

### *Consumer’s Right to Cancel*

The following cancellation provision is applicable only to Job Seekers who are residents of British Columbia and Newfoundland and Labrador, Canada and who have purchased a Career Services offering: You may cancel your purchase of Career Services from the day you enter into the contract until ten (10) days after you receive the services. You do not need a reason to cancel. If you do not receive the services within thirty (30) days of the date stated in the contract, you may cancel the contract within one (1) year of the contract date. Any acceptance of delivery beyond the thirty (30) day threshold forfeits such rights. You lose that right if you accept delivery after the 30



days. There are other grounds for extended cancellation. For more information, you may contact your provincial consumer affairs office. If you cancel your purchase of Career Services, Indeed shall have fifteen (15) days to refund your money. To cancel, please contact Indeed, Inc. at [career-services@indeed.com](mailto:career-services@indeed.com).

### *Termination*

Indeed may cancel all or part of Career Services or we may suspend your access to Career Services at our sole discretion, at any time, with or without prior notice. If you wish to terminate your use of Career Services, you may do so at any time. Indeed may also, in its sole discretion, refuse to offer Career Services to anyone, without providing a reason.

## **10. Salary and Other Information Provided by Indeed**

Indeed may provide salary and other 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. Please note that all salary figures displayed on Indeed 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, 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. Some of the data may be provided by the Employer and Indeed does not guarantee the accuracy of such data. Indeed may add labels or badges to Job Ads – such as pay types, specialties, benefits, or union associations – based on data contained within the job description for informational purposes only. Indeed does not guarantee the accuracy of any label or badge that is added to Employer names or Job Ads, including data on Job Ads.

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 including the translation of any user generated content which is translated using Google Translate API, completeness, legality, reliability, or availability of any Company Page. Please contact the Employer for the most accurate and up-to-date company information.

## **11. 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, and any other information you provide directly to Indeed including desired salary, past experience, any information in your Indeed Profile, and any of your other behavior on the Site. 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. By using Indeed, you acknowledge and agree that Indeed collects, records, processes, analyzes, and stores any and all information you provide and activities you take on the Site, and any and all interactions and communications you have with, on, or through the Site.

When you initiate a job application on a website operated by an Employer or its applicant tracking system, Indeed may collect certain information about you and any actions taken by you during your visit using automated means, such as via API, cookies and web beacons. The information collected includes, for example, information about Job Listings you viewed and job applications you started and completed. An Employer who provides tracker 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 tracker functionality.

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 Searchable 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 Searchable, 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 Not Searchable. 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.**

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, as well as whether you have an arrest or conviction record (“demographic data”). By choosing to provide your demographic data 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 data to be used in this way, do not provide it to Indeed (or, if you have already provided your demographic data to Indeed, you can request it be removed). You further acknowledge and agree that another Job Seeker’s demographic data is personal information, and to the extent permitted by law you waive any right to request or view demographic data pertaining to any other Job Seeker.

Please note that Indeed may be required to comply with legal obligations or governmental requests or to establish or exercise its legal rights or defend against legal claims. This means, for example, that Indeed may receive legal process from courts or law enforcement to reveal user data, including demographic data.

Please also note that some Employers may ask applicants to voluntarily self-identify certain demographic information such as race, ethnicity, sex, disability and/or veteran status along with their job applications. Some Employers are required by law to ask these questions and you may see these questions when applying to jobs on Indeed. That is a separate process from Indeed’s collection of demographic data, and Indeed is not responsible for these questions. If you have questions or concerns about an Employer’s application materials, please contact the Employer directly or refer to their privacy policy.

**12. Indeed Hiring Platform**

Indeed Hiring Platform is a platform designed to streamline Employer hiring and employment decision- making processes by allowing users access to various products such as Indeed Interview and 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.

**13. Indeed Hire**

Indeed Hire provides recruitment services to its clients. When you apply to a job supported by Indeed Hire, or otherwise engage with Indeed Hire as a Job Seeker, you acknowledge and agree that Indeed Hire may use the Site and its tools as an agent to Employers, such as Indeed Apply, Virtual Interviews, Assessments and other screening tools. You further agree that Indeed Hire may use information you provide to Indeed Hire and data collected through the Site to present potential job matches to you and to potential Employers.

Employers retaining Indeed Hire are solely responsible for determining their job requirements, the specific needs of their hiring efforts, and their hiring decisions. By engaging with Indeed Hire, you understand that you are not guaranteed job interviews, job placement, suitability for a particular position, or assurance of being hired, and you take full responsibility for your own decisions and actions during the recruitment process, including the acceptance or rejection of job offers.

**14. 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. Despite the application of Irish law, if you are a consumer resident in the EU, you also enjoy the protection of the mandatory provisions of the law of the country in which you have your habitual residence. The application of mandatory provisions limiting the choice of law and in particular the application of mandatory laws of the country in which you have your habitual residence, such as consumer protection laws, shall remain unaffected.

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.

## 15. Class Action Waiver

By using the Site or any Program Elements (defined below) 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 the Publisher Program, 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, you acknowledge that your use of job search, Indeed Apply, and other free services on the Site is not purchased. Your acceptance of this Agreement, including this Class Action Waiver, is an essential part of the bargain allowing your free 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 13 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. You further agree that the [Terms of Service for All Users](#) also apply. For the avoidance of doubt where the Terms of Service for All Users overlap or conflict with the Terms of Service for Employers, you agree that the Terms of Service for Employers will govern.

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 or other user as described above.

### 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 (including the [Data Processing 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.

When you create an Indeed account, Indeed may require that you verify your identity. You may be presented with different options for verification, including through a third party service called **ID.me**. When you use **ID.me**, you are interacting directly with **ID.me**, and you share your identification and identity with **ID.me** directly. You agree that **ID.me** is solely responsible for any collection, use, storage, processing, or loss of data you provide, and any legal obligations related to such activities, including the capture or storage of any biometric identification or biometric identifiers. Indeed does not collect any biometric information or biometric identifiers, or receive any biometric information or biometric identifiers from ID.me.

When you access or use the Site in your capacity as an employee or other representative of an Employer, or if you create an Indeed account on behalf of an Employer, you represent and warrant that you have the authority to bind the Employer to this Agreement. When you create an account on behalf of an Employer, the account belongs to the Employer, and you acknowledge that any and all information that you provide Indeed through the account, such as the actions you take and when you take them, will be visible to the Employer. As part of this account you may have an individual profile (“Employer Profile”). Your Employer Profile consists of information you provide on the Site in the “Account Settings” and “Employer Settings” section of the account.

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 account 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. Employers may request that Indeed disable an account at any time by contacting the [Employer Help Center](#). Please note that Indeed may

be required to preserve business records pertaining to that account to comply with its obligations under law. Alternatively, if an Employer agent wishes to access or delete their Personal Data held by Indeed, they should follow the steps listed in the “Your Personal data rights” section of this [Privacy Policy](#).

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) (“Admins”) 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, such as accessing account data, including candidate Personal Data, contained in the account of the user who initiated the invite, 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. When using a Linked Account, any users with access to certain Roles may have access to any or all account information, such as: 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. If you accept another user’s invitation to link your Employer account to their Employer account, you acknowledge that any and all information about your activity in your Employer account, such as the actions you take and when you take them, will be visible to all linked users. Linked Account users will not be able to see your activity, such as your job searches, applications or preferences or your Indeed Profile information, contained in your Job Seeker account. You may visit your account settings at any time to unlink your account. The Admin assigned to an Employer account may also unlink any user from that Employer account at any time, and may be notified if your Linked Account is used to login from too many devices.

If your Indeed employer account has a credit card or other payment method on file, such as bank account information for Automatic Clearing House (“ACH”) payment, Indeed may charge that payment method for any products or services you order and for any outstanding payments, including to correct billing errors.

You agree that Indeed may send notices to Job Seekers informing them that an Employer account has been compromised, including if such account is associated with you. Indeed cannot and does not guarantee that such notices will always be sent or received, and you therefore agree that Indeed bears no responsibility for doing so. Indeed makes no warranty regarding, and disclaims any liability for, the accuracy, completeness, timeliness, or reliability of such notices.

Indeed may offer suggestions, recommendations, or information to users that may support or improve their experience on Indeed Sites. You understand that these offerings are provided as a courtesy and without warranty, and your use of such information is at your sole discretion. As an Employer, you are responsible for your use of the Site and any tools offered therein, including your decisions regarding your job description, the requirements for your job, compliance with applicable laws, including relevant federal, state, and local laws related to job postings, and whom you interview or hire. Indeed assumes no responsibility and disclaims all liability for any actions you take based on any information provided by Indeed. Indeed may limit your ability to post a job, or the visibility of your job, if it does not appear to indicate a salary above minimum wage, wage transparency laws, or does not comply with other applicable law; however Indeed is not responsible for, and you are solely responsible for, compliance with minimum wage, local language and other legal requirements.

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.

## **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 Seeker may indicate interest in Job Listings through Indeed Apply, and that Indeed will send applications to the email address you provide. You also agree that Indeed may activate a chatbot, 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 if you use such candidate management tools, Indeed may assemble the candidate’s application materials, resume, answers to screener questions, assessment responses and other information the candidate provides to Indeed into one document or webpage. 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, reporting requirements or other applicable law. By using these tools 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. Candidate Summaries may be provided by Indeed for certain Job Seekers in the Candidate Details page. These Summaries are populated with information from the Job Seeker and information provided



by you in the Job Description. Candidate Summaries are not a recommendation for employment. Employers agree to review the full application and not to use such summaries as the basis for employment decisions. **In a Candidate Summary or other product or service on the Site, you may see a verification of a Job Seeker’s skills, certifications, or other qualifications. Indeed does not guarantee the accuracy of such verifications or information, and you are solely responsible for verifying information on the Site.**

Whether you are using the Site directly or any ATS you are responsible for the contents of your emails, application form, screener questions or their format, criteria you set for inviting candidates to interview, Company Pages that you create, update, or manage, 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 you are solely responsible for compliance with applicable law for all content on the Site, including minimum wage requirements, wage transparency laws, or any other law. If you include voluntary self-identification questions for Job Seekers along with your application materials, you are solely responsible for compliance with applicable laws related to such questions, including the content and format of the questions and your use of the Job Seekers’ responses. You are solely responsible for compliance with all applicable regulatory requirements related to collecting and reporting demographic information about applicants.

If you close or change any Job Listings that you post, you agree to promptly update such Job Listings on Indeed or otherwise notify Indeed. Indeed may provide you with a mechanism for responding to requests for accommodations from Job Seekers. **You are responsible for ensuring that your selection criteria are job-related, that you do not pose “disability-related inquiries” or medical inquiries in violation of the law, and that you do not screen out people with disabilities or members of any protected category under the law. You further acknowledge that you are responsible for offering alternative methods of screening, if so required by the Americans with Disabilities Act or any similar law. You are responsible for clearly indicating that reasonable accommodations are available, engaging with and responding to any requests for accommodation, and providing information about how to request an accommodation to Job Seekers.**

You agree that Indeed may reject or remove any Job Listing or any questions for Job Seekers for any or no reason. For example, Indeed may remove any Job Listing or question that directly or indirectly discriminates against Job Seekers. Direct discrimination means, for example, that a Job Listing, requirement, or question 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, requirement, or question 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, requirement, or question that directly or indirectly discriminates against Job Seekers or otherwise violates applicable law. **You understand and agree that you are responsible for ensuring that your Job Listing requirements and criteria are job-related and in compliance with applicable law.** Indeed 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. You are solely responsible for checking your Employer dashboard to view job applications and other information. Any notifications, such as emails, you may receive about applications or other activities, are provided solely as a courtesy to you and you should not rely on them.

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, such as 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 another method. 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.

Should you post any Job Listings for Job Seekers in any country (including but not limited to Japan) where the cross-border transfer of personal data is regulated (such as requiring user consent), you warrant and agree that you will not cause or allow a cross-border transfer of personal data from Indeed to you that violates or is contrary to the applicable data protection laws. For example, you will take such actions to ensure that any resultant job applications and other personal data to be sent or directed to your designated contact information (including an Applicant Tracking System (ATS) or other service provider selected by you) either through Indeed Apply or other relay functions shall be accessed or received by you at your business location in such country.

When Job Seekers apply or RSVP to your Job Listing, Indeed may give them the opportunity to provide certain demographic information to Indeed, such as race and ethnicity, gender, age, LGBTQ+ community membership, and disability status, as well as whether they have an arrest or conviction record (“demographic data”). This Indeed demographic data survey is separate from any voluntary self-identification questions provided by Employers. By using the Program, you agree that Indeed may collect demographic data from Job Seekers applying to your Job Listing using Indeed’s demographic survey, and that Indeed may use information from that survey to evaluate and improve our products. You further agree that you as an Employer have no ability, right, or entitlement to view or access demographic data collected via the Indeed demographic data survey pertaining to any Job Seeker or related to any employer by any means including civil discovery, subpoena, or any other legal process without their permission. You agree you are solely responsible for complying with all applicable nondiscrimination laws. Indeed disclaims any warranty regarding the demographic composition of Job Seekers applying to any particular job.

When you use Indeed Apply for your Job Listings, you acknowledge and agree that Indeed may add functions into the corresponding Indeed Apply emails. 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, such candidates will receive rejection notices and will be set 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.

Similarly, you may be given the option to use candidate management tools that schedule interviews on your behalf with Job Seekers who meet criteria you have selected. If you choose such option, Job Seekers will be scheduled for interviews and invited to interviews on your behalf via email based on whether information the Job Seeker has provided to Indeed (e.g., answers to screener questions, resume, Indeed Assessment Responses) matches criteria you have set. **You are responsible for ensuring that your selection criteria are job-related, that you do not pose "disability-related inquiries" or medical inquiries in violation of the law, and that you do not screen out people with disabilities or members of any protected category under the law. You are responsible for offering alternative methods of screening, if so required by the Americans with Disabilities Act or any similar law.** You further agree that Indeed has no discretion in the transmission or storage of these interview invitations (which are purely mechanical), that transmission or storage is not guaranteed, and that the information the Job Seeker provided to Indeed may not be accurate. Indeed may request that Job Seekers confirm their interest in the position before scheduling an interview. It is ultimately the Employer's responsibility to confirm whether any interviews were scheduled, or to reschedule or cancel interviews if necessary. The decision of who to interview is decided solely by the Employer, who can choose to interview any Job Seeker at any time, and by scheduling such interviews, Indeed does not warrant that a Job Seeker is qualified, meets the criteria the Employer has set, or that the information provided by the Job Seeker to Indeed is accurate. Indeed candidate management tools are intended to allow Employers to more efficiently connect with Job Seekers as they determine, and the sole responsibility for the content of any screener question, any decision to proceed or not proceed with interview or offers, any issues arising from an acceptance or denial of employment, and any other issues arising from the use of candidate management tools is solely with the Employer. By using this and other candidate management tools, you acknowledge and agree that Indeed is not procuring employees for Employers or procuring opportunities to work for Job Seekers, and that Indeed does not act as your employment agency by offering these candidate management tools.

You agree that Indeed may take action to try to identify and reduce spam applications, including by imposing a cover letter requirement for applicants. You agree that Indeed may also ask Job Seekers whether they can reliably commute to the work site if you require in-person attendance. Indeed may also highlight to Job Seekers qualifications required for your position in order to help the Job Seekers assess whether to apply for your role. 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 your 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, as well as to Indeed providing the recording to third parties to aid in analysis or quality of the product. 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, application materials, voluntary self-identification questions, or screener questions (or answers thereto) posted by you, or any message sent by you. 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 as set out in the IO for that 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 the maximum interest permitted by law and (ii) any reasonable expenses and attorney fees Indeed incurs collecting such late payments.

When you view, send, take action on, make a decision regarding, store, or receive materials (including Job Listings, resumes, applications, pre-recorded interviews, and messages) through or using the Site or any Applicant Tracking System ("ATS"), Indeed may, for any purpose, use any data of such materials or action 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 Job Listings for Job Seekers and Employers), whether via automated means or



otherwise. Indeed may also inform the Job Seeker of your actions or activity related to such materials through or using the Site or any ATS. For example, Indeed may notify the Job Seeker about your activity or action related to a Job Ad (such as pausing or closing it), or Job Seeker's application or Resume (for example, that you viewed or responded to it, or that you made a decision with respect to it). Indeed may inform Job Seekers about activities you take on the Site, for example, whether you are online, recently active, or active on Indeed. You hereby consent to Indeed informing the Job Seeker about such actions and activities.

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 added 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. **Some of the data may be provided by the Employer and Indeed does not guarantee the accuracy of such data.** Indeed does not guarantee the accuracy of any label or badge that is added to Employer names or Job Ads based on employer provided data, including data on Job Ads. Indeed reserves the right to change or remove such label or badge features at any time and in Indeed's sole discretion.

If you access or use any Indeed Application Programming Interface (API), including accessing and using the Site or any of the Indeed Apps or any Applicant Tracking System (ATS) through an API, you agree to be bound by this Agreement, the [Indeed API Terms](#), [Indeed Privacy Policy](#), the Site Rules, and any additional rules and policies made available by Indeed. YOU UNDERSTAND AND AGREE THAT YOU ACCESS AND USE ANY API AT YOUR OWN DISCRETION AND RISK AND THAT INDEED DISCLAIMS ALL LIABILITY ARISING OUT OF YOUR USE OF ANY INDEED API. **It is your responsibility to regularly review any Indeed App or the Site for the most up-to-date information (including, but not limited to, explanations about how features work, disclaimers and disclosures regarding the services provided, method for charging) about Indeed's products and services. By using an 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 or ATS via an 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.**

**Your use of a third party developer to build an integration with an ATS:** Should you appoint or otherwise utilize a third party developer to develop an integration with an ATS, you shall ensure that you and the third party developer comply with all applicable Data Protection laws (including, inter alia, the execution of data processing agreements) in the development of the ATS integration. When you use the Indeed API through a third party developer to develop an integration with an ATS you shall be fully liable for the actions / omissions of the third party developer and the ATS you choose to use. You shall also ensure that all personal data (including disposition data) transferred to Indeed via the integration takes place in compliance with applicable Data Protection laws, for example, obtaining consents from and providing notices to data subjects (as applicable) as well as implementing relevant agreements where required by such laws. You shall indemnify and hold harmless Indeed against any claim or actions brought by a data subject arising from or related to Your use of the API and/or your use of a third party developer and their use of the API.

You acknowledge that as part of its efforts to combat fraud and spam, Indeed may require that users verify their email address, including Job Seekers applying to your job. However, email verification is not guaranteed. You are responsible for your use of any software that rejects applications from unverified email addresses.

You further acknowledge that compliance with any governmental record-keeping requirements, such as the Office of Federal Contract Compliance Programs' (OFCCP) internet applicant record-keeping rule, is your sole responsibility.

### 3. Job Match

Job matches are recommendations which may be presented to both you as an Employer and to Job Seekers in various formats on the Site. For example, Indeed may recommend Resumes which match Job Ads you have posted, or recommend Job Ads to Job Seekers which are similar to jobs to which they have recently applied. Job matching is provided to you on a beta basis and is subject to our Beta Program (see section 9 of the Terms of Service for All Users).

To generate matches, Indeed uses data collected through our Site from both Employers and Job Seekers. This includes Job Ads, Resume, application materials (including responses to screener questions), Indeed Assessments, and user activity on Indeed (such as searches run and Job Ads clicked on and applied to). You agree and consent that Indeed may use this information to present potential matches to you and to potential Job Seekers.

### 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, may come from a third party, and they are subject to change or varying levels of accuracy. If you

are participating in the Indeed Ads Program and your Sponsored Job advertising budget is set on a per-apply basis, you will be charged based on Indeed's determination of Apply count as reflected in your employer dashboard and not based on the number of applies that may be provided to Job Seekers for informational purposes only. Indeed may add labels or badges to Job Ads – such as pay types, specialties, benefits, or union associations – based on data contained within the job description. These are for informational purposes only and Indeed does not guarantee the accuracy of any label or badge. 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. 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.

Indeed may offer job post templates for informational purposes only. By using any of this content, you adopt it as your own and are responsible for making it true, appropriate and compliant with all applicable laws. All content provided by Indeed, including template job post information and estimated applications for a given job posting, is for informational purposes only, may comprise or be based on information provided by third parties, is provided without warranty, and is subject to change and varying levels of accuracy. Estimated applications are not a guarantee of future performance.

## 5. Screening Tools

Indeed may make available to you screening tools for your use for candidates who apply to your job, 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 agree you are solely responsible for the use of such screening tools in compliance with the law, such as: the Fair Credit Reporting Act and similar state statutes; applicable employment, equality or anti-discrimination laws such as Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and other similar federal, state, and local laws; and any applicable data protection or privacy laws, or laws regulating use of “automated employment decision tools”. You agree that an Assessment is only designed to evaluate a particular knowledge, skill, or ability. 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. You agree to use an Assessment in combination with other selection and hiring processes to measure only those knowledge, skills or abilities and/or other characteristics that are 1) job-related and 2) required for a candidate's first day on the job. **You are responsible for ensuring that your selection criteria are job-related, that you do not pose “disability-related inquiries” or medical inquiries in violation of the law, and that you do not screen out people with disabilities or members of any protected category under the law. You further acknowledge that you are responsible for offering alternative methods of screening, if so required by the Americans with Disabilities Act or any similar law. You are responsible for clearly indicating that reasonable accommodations are available, engaging with and responding to any requests for accommodation, and providing information about how to request an accommodation to Job Seekers.** Indeed shall direct Job Seekers who reach out to Indeed with an accommodation request to you via the contact information you provided to Indeed, and you are responsible for monitoring your inbox for such requests. 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, each disability is unique and Indeed does not warrant compliance 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 law, or that your use of any 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, candidates with whom you do not interact within your chosen time frame will receive rejection notices, 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.

Indeed may offer functionality that groups candidates based on whether they meet or may meet Employers' criteria, based on text in their resumes or answers to screener questions, and we offer Employers the ability to automatically schedule calls with applicants who meet their criteria as well. In all cases, Employers can view any applicant at any time, and Indeed makes no decisions about any applicant.



**You agree that such functionality does not constitute or contribute to a decision, and is not a substitute for human discretion and review. You agree not to use such functionality as the sole factor, as a factor weighted more than other factors, or to modify or overrule conclusions derived from other factors, in your decision-making or hiring processes.**

## **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 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 mask or hide contact information, such as phone numbers and email addresses, and substitute it with an alias. For example, Indeed may mask Job Seeker contact information from resumes or applications. Indeed may also mask your email address or phone number, and Job Seekers may see an alias email address or phone number when they communicate with you. You agree to a Job Seeker contacting you from a masked phone number or email. If you contact a Job Seeker from a masked phone number and you do not leave your contact information, after the masked number expires, the Job Seeker may not be able to contact you by phone unless you have provided your actual contact information to them. Once a Job Seeker has your contact info, you agree that Indeed is not responsible or liable for the manner in which they may use the info.

Sending messages to Indeed aliased email addresses and use of Indeed Messages on or through the Site shall be limited to the purpose of hiring for your Job Listing. Indeed may group messages together as part of a conversation on Indeed Messages. This is done as a courtesy, and some messages related to the same conversation may not be grouped together. When communicating with a Job Seeker through Indeed, the Employer sender's information may be displayed in different ways, for example, it be may be displayed as the Employer's company name or the name of the specific person sending the message, but you or the Job Seeker may not see all that info in all circumstances.

Indeed's messaging system is not intended for sending one message to multiple people. You agree to not use Indeed's messaging services to send bulk messages, unless specifically authorized in the Indeed interface. You agree to not circumvent this limitation through using your email client for this purpose, for example by sending email messages through your email client (e.g. your Gmail or third party email provider) to multiple Indeed aliased email addresses. You agree that any email that you address to more than one Job Seeker on the To, CC, or BCC line is separated into different emails and conversations by Job Seeker; you will see Job Seeker responses in their own email threads and their own conversations on Indeed Messages. If a user sends an email to multiple recipients (e.g. by adding additional aliased email addresses to the cc field in a third party email client), this may affect the way messages on Indeed are displayed. In this case, it is best to view the email conversation in the third party email client. 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.

If you, or anyone on your behalf, send or receive communication on or through the Site (including by sending or receiving text messages, sending or receiving communication to/from an email address aliased by Indeed and/or by using a different email address from the one associated with your account), you agree to the communication being processed, analyzed, reviewed, and stored, including via automated means, for data analysis, quality control, enforcement of the Sites' rules and other Indeed policies, content moderation, and to improve the Site or any other Indeed product or service. If you disagree with any part of these terms, do not use the Site.

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 chat or other communication options for select Employers or Job Listings, in its sole discretion, and to notify Job Seekers that chat or other communication options are available for a particular job or Employer. For example, you may be eligible to enable pre-apply chat to certain Job Listings. To remain eligible for pre-apply chat, you must respond to Job Seeker communication in the amount of time identified on the Site. Indeed may, in its sole discretion, turn off or disable chat for any Employer or Job Seeker at any time without prior notice.

Indeed may enable text messaging relay and/or call relay services through our Site to help facilitate contact between Employers and Job Seekers about a Job Listing. You understand that communicating through such relay services on or through the Site shall be limited to the purpose of hiring for your Job Listing. Indeed may, in its sole discretion, turn off or disable text messaging relay and/or call relay services for any Employer or Job Seeker at any time without prior notice and for any or no reason. Please note that since these text messaging relay and call relay 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 send or receive such text messages or calls.

You agree that Indeed is not responsible or liable for the content of any text message and/or call from you or Job Seekers. You further agree that Indeed is not responsible or liable for the manner in which you or Job Seekers use text messaging relay and/or call relay services.

If you use Text to Apply, you agree that you are requesting that Indeed respond to Job Seeker text messages sent through Text to Apply, on your behalf. When a person texts the assigned Keyword to the phone number provided, Indeed shall respond with a text message containing a link to the sponsored Job Ads that you have associated with Text to Apply. You acknowledge and agree that only sponsored Job Ads may be displayed and that use of Text to Apply or Scan to Apply is a benefit to sponsoring Job Ads. Indeed may, in its sole discretion and without prior notice, (i) suspend or terminate your use of your Keyword and require you to choose an alternative Keyword or (ii) terminate your use of and access to Text to Apply and Scan to Apply. Indeed may do so for any or no reason, including for the following reasons: (i) if you choose a Keyword that infringes third party intellectual property rights, (ii) if Indeed is notified of any violations of our SMS provider’s terms of service or (iii) if a Sign violates any of Indeed’s terms. When promoting Text to Apply or Scan to Apply, please note that Job Seekers will need to have or create an Indeed account to complete any application. A disclaimer noting this requirement should be included in any signage promoting Text to Apply or Scan to Apply.

You agree that you are solely responsible for the Sign placement and all Sign content including any text, QR code or design elements. Furthermore, you acknowledge and represent that your Sign and its contents do not infringe any third party rights (including copyright or trademark) or contradict any obligations you may have under an existing contract with a third party. You agree to remove or update any Sign upon Indeed’s request. By using the Indeed name, trademarks, or logos (“Indeed Marks”) in connection with any Sign or marketing materials, you agree to the Indeed Scan/Text to Apply License Terms. All uses of the Indeed Marks shall be subject to the Indeed Trademark Usage Guidelines as may be provided to you from time to time. The Sign and any text messages that a Job Seeker sends constitute User Content and shall be treated in accordance with any User Content sections herein.

You may cancel the Text to Apply or Scan to Apply service at any time. To do so, remove any Signs and inform your Indeed Sales or Customer Success Representative. It may take a few days to process your request, and you agree that during that time persons who send Keywords to the designated phone number may continue to receive text messages. You understand that any Keywords, phone numbers or QR codes associated with your account may no longer be available to you upon cancellation. You agree that Indeed is not responsible for connecting you with Job Seekers via Text to Apply or Scan to Apply once you cancel those services.

**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, pre-recorded videos, pre-recorded audios 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 are solely responsible for offering alternative methods of communicating or interviewing for individuals with disabilities, if so required by the Americans with Disabilities Act or any similar law.

YOU UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, 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, TO THE MAXIMUM EXTENT PERMITTED BY LAW, 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 FURTHER ACKNOWLEDGE AND AGREE THAT INDEED DOES NOT ASSUME ANY RESPONSIBILITY FOR AVAILABILITY OR RETENTION OF ANY RECORDINGS 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 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. 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.

**Recording Virtual Interviews:** As an Employer, you may be presented with an option to enable recording of Virtual Interviews. You acknowledge and agree that you will not record, store, or analyze Virtual Interviews without permission from Job Seekers and all participants. By recording a Virtual Interview, you represent and warrant to Indeed that you have secured all necessary consent and will comply with all applicable laws, including state and federal law regarding consent to record interviews and phone calls. By choosing to record Virtual Interviews through Indeed, you agree that third-party providers and Indeed can store and access the recording. However, you agree that Indeed is not obligated to store or retain any recording of a Virtual Interview. YOU FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD INDEED HARMLESS FROM ANY ALLEGATIONS, CLAIMS, ACTIONS, SUITS, DEMANDS, DAMAGES, LIABILITIES, OBLIGATIONS, LOSSES, SETTLEMENTS, JUDGMENTS, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COSTS) THAT ARISE FROM THE RECORDING OF VIRTUAL INTERVIEWS.

**Virtual Evaluations:** You shall only use the recordings and other information obtained through Virtual Evaluations for your internal hiring purposes. You shall not use Virtual Evaluations for any illegal, discriminatory or fraudulent purpose. As part of Virtual Evaluations, you will submit or approve interview questions which Indeed will share with candidates. You agree that the interview questions are part of your application process and determined solely by you. Indeed may provide you with the ability to directly invite candidates to participate in Virtual Evaluations or you may instruct Indeed to automatically invite candidates who meet your selection criteria, for example, all candidates who submit an application through Indeed. You acknowledge and agree that you are solely responsible for your use of Virtual Evaluations, including how you decide which candidates shall be invited to participate in Virtual Evaluations, who you decide to contact after the Virtual Evaluation has been completed and any employment related decisions that you make. Indeed does not act as your employment agency by offering you the Virtual Evaluations service. A candidate's Virtual Evaluation video will only be deemed complete and submitted to you when the candidate approves the submission through the Virtual Evaluations tool. Indeed reserves the right to not submit a candidate's response if a candidate or Employer uses the tool in an abusive manner, which shall be determined in Indeed's sole discretion. You agree that Indeed is not responsible for maintaining or storing any candidate submissions through Virtual Evaluations, and that you are responsible for your own compliance with any applicable record retention requirements. You acknowledge and agree that the video recordings and transcripts associated with Virtual Evaluations will only be retained for a period of one year from the date that the recording is completed by the Job Seeker ("One Year Period"). After the relevant One Year Period, the video recording and transcript will be permanently deleted and you will no longer be able to view or access them. You acknowledge that the Virtual Evaluations video recordings contain personal and confidential information, and you confirm that those you're sharing the Virtual Evaluations video link with have permission to view the recording. The term User Content as defined in these Terms of Service shall include the content of the interview questions, as well as the content of the Virtual Evaluations video recordings, transcripts and any other information that you or a Job Seeker sends through Virtual Evaluations.

## **8. Company Pages, Enhanced Profiles, Employer Branding Hub**

When you post a Job Ad directly on Indeed, Indeed and/or Glassdoor may automatically generate for you a Company Page and/or a Glassdoor Profile 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" (or similar wording) 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 identified on the Company Page. Additionally, Indeed may include all of your Job Ads posted on the Site on your Company Page, including those posted directly on Indeed as well as those indexed by Indeed from other sources. 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 photograph(s) or videos you provide, and third-party websites reachable from content you put on a Company Page.

Indeed may offer Indeed Company Pages Premium ("CMPP") and Glassdoor Enhanced Profile ("EP") (collectively, "Employer Branding Hub"), which include features accessible only on a subscription basis and may be charged as indicated in an insertion order ("IO"). An IO is a separate agreement between you and Indeed that incorporates these Terms. Indeed reserves the right to change or remove CMPP or Employer Branding Hub features at any time, in Indeed's sole discretion. Employer Branding Hub features may include analytics, insights, 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. Use of EP and analytics and review analysis provided by Glassdoor are subject to the [Glassdoor Terms of Use](#), except to the extent of any conflict with these Indeed Terms of Service for Employers, in which case these Indeed Terms of Service for Employers will govern. Indeed is a reseller of Glassdoor products and services, and all invoice and payment processing for such products and services shall be undertaken by Indeed and subject to Indeed's Privacy Policy.

Please note that Indeed and Glassdoor host User Content submitted by our users. User Content includes salaries, company reviews, interview reviews, company photos, answers to Q&A questions on Company Pages or Employer Branding Hub, and other materials and content provided by users to Indeed and Glassdoor. We moderate User Content using the same standard of review for all employers and

do not provide preferential treatment for our customers. You understand and agree that our application of User Content moderation policies, and our decision of whether or not to remove a piece of User Content, is within our sole discretion and cannot form the basis of a violation of this Agreement.

You may cancel your participation in CMPP, EP, or Employer Branding Hub 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. Except as otherwise indicated on your IO, annual subscriptions will not automatically renew, and need to be renewed each year through an IO. If you purchase an EBH annual subscription that automatically renews, you acknowledge and agree that your subscription will automatically renew and Indeed will charge you on a recurring basis until you cancel your subscription and such cancellation goes into effect, which may not be until the next billing cycle. To cancel your EBH annual subscription auto renewal without incurring any charges, email your sales representative and [renewals@glassdoor.com](mailto:renewals@glassdoor.com) no later than 30 days prior to your renewal date. You are responsible for all taxes as applicable and appropriate.

Indeed may offer some Employers 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 a Featured Employer designation, generally, is a function of the number of Ads and amount you spend on Indeed. The Featured Employer program may be changed or removed by Indeed at any time, at Indeed’s sole discretion and without notice.

## 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 human resources 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](#)\*; the laws of Japan, if you are located in Japan; 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 Ontario, Canada if you are primarily supported by Indeed’s offices in Canada; the laws of Germany, if you are supported primarily by Indeed’s Germany office; 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](#)\*; Tokyo, Japan if you are located in Japan; 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](#)\*; Tokyo, Japan, if you are located in Japan; 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; Düsseldorf, Germany, if you are supported primarily by Indeed’s Germany office; 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 dispute, 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. Indemnification**

You shall indemnify, defend and hold harmless Indeed, its agents, affiliates, and licensors from any claim or liability (including without limitation reasonable legal fees) arising out of or related to: (a) your violation of any term of this Agreement; (b) your use of, and access to, the Site or any Indeed product, program, or service; (c) your loss of, or disclosure of, information gained from using the Site or any Indeed product, program, or service; (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 (**this includes any claims that Indeed as your agent violated any such 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 actions as an Employer, including without limitation doing or not doing the following: screening, hiring, promoting, or demoting any employee or Job Seeker; or (h) the activities of any third-party service providers you engage to assist you with activities related to your use of Indeed products and services, such as, but not limited to: facilitate your sourcing activities or track the conversion rates of job seeker through to job applicant. This defense and indemnification obligation will survive this Agreement and your use of the Site or any Indeed product, program, or service.

**14. Extended Campaign Tools**

Indeed may offer a service to facilitate the coordination of Job Ads within geographically distributed businesses, such as franchises or large companies with many locations, such as Indeed Central or Groups (“Extended Campaign Tools”). You acknowledge and agree that using Extended Campaign Tools 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 Extended Campaign Tools. By using Extended Campaign Tools, 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 Extended Campaign Tools. You may request that Indeed grant access and control of your Extended Campaign Tools 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.

**15. Candidate Import**

Indeed may offer a platform that allows you, or someone acting on your behalf or authority (such as a recruitment management service), 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 (as defined below), you instruct Indeed to process such information on your behalf pursuant to this Agreement and any applicable Data Processing Addendum (“DPA”); Client Personal Data and Indeed as used in this Section shall have the meanings given to them in the Data Processing Addendum in this Agreement. By using Candidate Import, you instruct Indeed to display information about the interactions (including Virtual Interviews which are currently scheduled or were previously conducted) between you or Indeed and the job applicants within their Indeed accounts, and you represent and warrant that you, and any third party who you have authorized to upload Client Personal Data to the platform, have obtained all necessary rights and permissions from, and provided all necessary information and disclosures to, job applicants as required under applicable data protection or other relevant 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 asking them to create an account with Indeed. You agree to defend and indemnify Indeed for any breach of the foregoing sentence. You also agree that Indeed is only responsible for such Client Personal Data, in accordance with the DPA, once it is received by Indeed and you are responsible for such Client Personal Data up until such receipt by Indeed and thereafter with respect to your use of such Client Personal Data.

## C. Terms of Service for Publishers

The following Indeed Publisher Program Terms (“IPP Terms”) apply to any Publisher that accesses, participates, or uses the Indeed Publisher Program (the “Publisher Program”), that accesses or uses an Application Programming Interface created or maintained by Indeed (“API”) related to publishing jobs (such as Indeed’s Publisher API or Publisher Job Search API), 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. For purposes of this Section C of the Indeed General Terms of Service, “You” or “Publisher” means any entity identified in an enrollment form, application, or questionnaire response 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’s Publisher Program is offered on a limited basis, in limited quantities, in limited locations, and for a limited time. Indeed shall have absolute discretion as to whether or not it accepts a particular applicant or site for participation in the Publisher 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](#) (the “AAUP”). To participate as a Publisher in the Publisher Program, all participants must be at least eighteen years of age. Participants represent and warrant that all information submitted to Indeed shall be true, accurate and complete.

Publisher acknowledges that by accessing the Site, any Indeed API, 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, Jobroll™, pay-per-click, pay-per-apply, or pay-per-started-apply advertisements, 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”). 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”, wherein the word “Jobs” shall be hyperlinked to <http://www.indeed.com> 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> or other Indeed website as agreed by Indeed. We provide the [Indeed Logo Image](#) online for your convenience.



Publisher accepts and agrees to abide by all terms of the <https://www.indeed.com/legal?co=US#aaup> and [Indeed API Terms](#). Publisher is permitted to use Indeed's Site and its content solely pursuant to the terms of the Publisher Program. Publisher shall comply with the terms of this Agreement including the Site Rules. 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.

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.

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 ACKNOWLEDGES AND AGREES THAT IT SHALL NOT RECEIVE ANY MONETARY COMPENSATION, INCLUDING COMMISSION PAYMENTS, FOR ACCESSING, PARTICIPATING, OR USING THE INDEED PUBLISHER PROGRAM.

Publisher agrees that it shall not be compensated for any clicks received or 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. No dashboard or any other view of any click count shall be considered as contractually binding on Indeed.

### **4. Termination**

Indeed may suspend or terminate the Publisher Program at our sole discretion, at any time, with or without notice, and for any or no reason. Either party may terminate these IPP Terms and participation in the Publisher Program at any time for any or no reason with or without notice and without liability. If you wish to terminate agreement to these IPP Terms, you may do so by sending a notice by email to support-at-indeed dot com or other email address specified by Indeed. All provisions of this Agreement which by their nature should survive termination shall survive termination, including without limitation, confidentiality, warranty disclaimers, indemnifications, and limitations of liability.

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

### **5. 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 Publisher Program; (b) click-through rates or other performance statistics relating to the Publisher Program provided to Publisher by Indeed; and (c) any other information designated in writing by Indeed as "Confidential" or an equivalent designation.

### **6. 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.

### **7. 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 and this Agreement, by and under the laws of the State of Texas 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 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, the Publisher Program, or these terms of service, if you are located in the United States.

8. Class Action Waiver

By using the Site or any Program Elements 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 the Publisher Program, 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 or the Publisher Program. Additionally, as a Publisher, the use of the Site and the Publisher Program is at no charge and Publisher acknowledges that part of the price it is paying to use this Site and the Publisher Program 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, the Publisher Program, or any Program Elements. 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 7 above.

D. Terms of Service for All Users

The following terms and conditions apply to everyone who accesses or uses any part of the Site, or attempts to do so, or otherwise accepts this Agreement.

When you access or use the Site, you agree to the terms and conditions of this Agreement. You agree that Indeed may perform the activities described in this Agreement, and you acknowledge that otherwise the Site cannot work as intended. **You agree not to submit or post any commercial communications to the Site. Using the Site for commercial communications is a violation of this Agreement.** If you disagree with any part of this Agreement or you do not wish to authorize the activity it describes, do not use the Site. You agree you have read and acknowledge Indeed’s Cookie Policy and Privacy Policy.

1. When You Use Our Site

By using Indeed, you acknowledge and agree that Indeed collects, records, processes, analyzes, and stores any and all activities you take on the Site, and any and all interactions and communications you have with, on, or through the Site. This includes: which areas of the Site you visit (including 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 this data from everyone using the Site, including users of private browsing mode, “incognito mode,” or similar modes. Indeed uses vendors as an extension of the Site to collect, record, process, analyze, and store this data. You authorize Indeed to use this data, User Content (defined below to encompass items such as resumes) and Algorithmic Content (defined below) to develop, train, build, and use statistical models, including artificial intelligence and machine learning models, and no compensation in any form shall be due or payable to you in connection with Indeed’s exercise of its rights granted under this Section. You authorize Indeed to make any connections with wires, lines, cables, or instruments, including with communication systems, that it may decide to make from time to time in connection with operating the Site. You acknowledge that the foregoing is necessary to the operation of the Site.

Occasionally, Indeed tests improvements and updates to our Site and services, which may affect various aspects of the Site such as the ad delivery system, audience, ad performance, ad placement, profiles, resumes, resume search, job search, recommendations, alerts, or formatting. You agree that Indeed may conduct such tests without notice to you. Indeed’s services and their availability may differ by location, and you should check the Site in your location to see which services are available to you.

Indeed may offer suggestions, recommendations, or information to users that may support or improve their experience on the Site. These offerings are provided as a courtesy and without warranty, and are based on information provided by other users, and your use of such information is at your own risk. Indeed assumes no responsibility and disclaims all liability for any decisions you make, or actions you take, using information obtained through the Site.

2. User Content

Some parts of the Site, or our APIs, allow users to post content or data such as Job Ads, resumes, reviews, information, text, images, audio, video, messages, and other materials. This functionality helps users find information and communicate about potential jobs, schools and certifications, employers, and candidates. Any data that a user or other party submits, posts, publishes, displays, or makes available on or through the Site, or otherwise provides to Indeed, is called “User Content.” User Content includes Job Ads, Resumes, company reviews, school reviews, certification or license reviews, and messages sent through the Site.



Indeed is not responsible for User Content, which may be inaccurate, incomplete, misleading, or deceptive. Indeed does not know whether User Content is true. Any opinion, fact, advice, information, or statement in User Content is the sole responsibility of its original author, who may use anonymous identifiers. You may come into contact with content that you find harmful, offensive, threatening, indecent, or objectionable. User Content may not be reliable or suitable for use in a legal proceeding. You acknowledge that Indeed has no obligation or liability with regard to publishing, monitoring, or removing User Content. Indeed also has no obligation or liability regarding the accuracy of User Content which may be translated on our site through a Google Translate API.

If you provide User Content, it must comply with the Site Rules (below). Your User Content must not be unlawful, fraudulent, discriminatory, threatening, abusive, libelous, defamatory, obscene, or otherwise objectionable, irrelevant, or unconstructive. Your User Content must not contain sexual, ethnic, or racial or other discriminating slurs. Your User Content must not contain proprietary information, trade secrets, intellectual property of another person, or confidential information. Your User Content must not contain spam, advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or any other commercial communication besides Job Ads under this Agreement. Your User Content must not be harmful to anyone, especially minors.

You may not post official identification information, such as a 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 on the internet may lead to identity theft for which Indeed cannot be responsible.

By submitting a company review or otherwise providing information, ratings, or answers to questions about your former or current employer, you agree that such User Content may be shown publicly on or through Indeed and its Site and may include your job title, job location, whether you are a current or former employee, and the date on which you provided the User Content. You agree that Indeed assumes no responsibility and disclaims all liability for such User Content, including for any content that you include that may personally identify you. If you do not want your User Content to be publicly visible through Indeed or to personally identify you, do not provide such User Content.

Indeed may monitor and screen User Content and may use it to prevent potentially illegal or tortious activities, or any other activities that are detrimental to other users. In some cases, if we determine that your User Content or actions have violated our Terms or any Indeed policy or are detrimental to other users, we may place restrictions on other accounts that we suspect are affiliated or associated with you. If you believe that any User Content violates this Agreement or our policies, please [contact Indeed](#). However, detection methods are not perfect and false positives or false negatives may occur. Indeed has no obligation to monitor any particular user or User Content, and Indeed makes no guarantee that any particular User Content will be removed.

Indeed reserves the right to disclose all User Content, and any other relevant information and circumstances, 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 disclose User Content you have provided. Your identity may be discoverable via such legal requests, even if you post confidentially or anonymously.

Indeed is an interactive computer service, has no obligation to host or remove any particular User Content, and may exclude or remove any User Content from any part of the Site or services for any or no reason. Indeed has no obligation to include any User Content in any part of the Site (for example, Job Ads in search results). Whether any User Content violates any Indeed policy, whether to publish or to withdraw from publication any User Content, and 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 or obligation to you or anyone else arising from its editorial decisions.

Section 230 of the U.S. Communications Decency Act provides:

**(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).

**3. License to User Content and Feedback**

When you provide User Content you grant Indeed a license to use it. Specifically, 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, reformat, 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 or third party sites, maintaining or improving the Indeed website (including without limitation for the purposes of training a model that recommends content to other users), and promoting Indeed and such User Content without restriction. 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 to the maximum extent permitted under applicable law. Indeed shall terminate this licensed use within a commercially reasonable term after User Content has been removed from the Indeed website. Indeed reserves the right to refuse to accept, post, display or make available any User Content at its sole discretion.

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), such as 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 provide, or that you have the right to grant this license, (ii) your User Content, and Indeed's use of it, will not violate applicable law or the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or other rights of any person, and (iii) use of your User Content will 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 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.

At your discretion, you may provide feedback or opinions about Indeed or the Site, such as identifying potential errors, improvements, modifications, bug fixes, or enhancements ("Feedback"). Indeed is 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. If you provide Feedback to Indeed, 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. Indeed may disclose any or all Feedback to any third party in any manner, and may sublicense any or all Feedback in any form to any third party without restriction. Accepting any Feedback does not constitute a waiver of any rights to use similar or related ideas previously known to Indeed, or developed by its employees, or obtained from sources other than you.

#### 4. Site Rules

When using our Site and services, you agree to these Site Rules and any other rules or policies posted on the Site. Breaking our rules is a material breach of this Agreement and an unauthorized use of the Site.

Do not directly or indirectly:

- Access the Site other than through the web or app interface publicly provided by Indeed, or otherwise access systems without express authorization.
- Provide any false, fake, or fictitious information.
- Provide any code or data with the intent or effect of damaging, disrupting, disabling, harming, impairing, interfering with, intercepting, expropriating or otherwise impeding, the Site or any data, program, system, equipment or communication, or that would cause a violation of any applicable law.
- Access any data, especially personal data, without permission.
- Bypass any limitations or suspensions of functionality.
- Interfere with others' use of the Site.
- Modify, adapt, translate, reformat, resell, frame, or reverse engineer any portion of the Site.



- Remove any copyright, trademark or other proprietary rights notices.

You may not use the Site to:

- Harm anyone or violate the rights of anyone, including the right of publicity, right of privacy, or intellectual property rights.
- Provide false information.
- Transmit or store biometric information or biometric identifiers.
- Promote or encourage illegal activity.
- Promote pyramid schemes, multi-level marketing (MLM) programs, jobs that require payment to start, or any topics we consider detrimental to our users.
- Send unsolicited commercial messages, or any other unlawful communications.
- Imitate or impersonate another person, or create false accounts.
- Send messages to users who have asked not to be contacted.
- Send text messages or make calls for a purpose not related to hiring for or applying to a Job Listing.
- Sell personal data.

We reserve the right to monitor all activity on the Site and to not pass on or deliver any message or communication that may be malicious, spam, fraudulent, or unwanted, or for any other reason. This includes attachments of any type, scripts, macros, or any other form of code. You agree the determination of what constitutes spam is in Indeed's sole discretion. Indeed may use data collected through the Site to make such a determination. Indeed reserves the right to interact with users through the Site, including to investigate whether users are violating these Rules. Indeed reserves the right to turn over any information gathered via such investigations to law enforcement or other third party.

You may not use or misappropriate the Site for your own commercial gain. You may not crawl, scrape, data mine, extract data from, reproduce, duplicate, copy, sell, exploit, trade or resell any part of the Site, except as expressly permitted by Indeed beforehand, in writing. You may not use any automated system or software, whether operated by a third party or otherwise, to violate any of Indeed's rules. You 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 Restricted Lists below; or (c) the subject of sanctions consistent with U.S. law imposed by the government of the country where you are using Indeed.

"Restricted Lists" means: (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; or (e) Bureau of Industry and Security, Department of Commerce, The Entity List.

## 5. Accessing External Sites

The Site links to other sites on the internet which are owned and operated by third parties ("External Sites"), for example Employer websites, Applicant Tracking Systems, or promotional websites. Links to External Sites may be found in User Content available through Indeed (for example, Resumes or Job Ads). Indeed is not responsible or liable for any External Site, including availability or content. Links to External Sites may be removed at any time. Any concerns regarding an External Site should be directed to the responsible third party.

Indeed has no control over what happens on External Sites. If you visit an External Site and complete a transaction outside Indeed, you are entering into an agreement with a third party, alone and at your own risk. You are giving the third party your data directly, and your rights and their obligations are determined by its privacy policies and terms of service. Indeed disclaims all liability from anything that may occur when you utilize or transact with such third parties. We are additionally not responsible for any payment that may be asked of you by such third party.

Indeed may provide you with access to a link on Indeed to services or products offered and performed by a third party ("Third-Party Service"). For example, 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. Indeed operates solely as a technical conduit, allowing the transmission of background checks sent by a background check Third-Party Service to you. 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 background check Third-Party Service to you or to any other Indeed user.

If you choose to use the third-party link and its services or products, you are contracting directly with the Third-Party Service, and Indeed is not a party to this contract. Further, you agree to fully indemnify and defend Indeed for any claims arising out of your use of a Third-Party Service's services or product provided to you by a Third-Party Service.

The Site may include 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](#); and (2) the [Google Privacy Policy](#). Company Page data from Japan may come from Toyo Keizai Shinpo Inc.

## 6. Creating and Accessing Your Account

Some areas of the Site require you to register, provide and verify an email address, or create an account. You agree to provide information that is true, accurate, current, and complete. You may not create multiple accounts, or create accounts by automated means.

**Indeed encourages you to enable two-factor authentication (2FA) on your account where available.** If you do not enable 2FA, you proceed at your own risk. You are responsible for the confidentiality and use of your username and password, which may not be shared. Your account is accessible by anyone with your username and password and who can answer your verification questions. If someone obtains unauthorized access to your account, they could contact users or take other actions through your account, and Indeed's ability to respond is limited.

If you change your phone number provided for 2FA or verification, the change may not be reflected everywhere on [Indeed.com](#), such as the phone number and opt-ins provided through a Job Seeker Profile. An Employer may still be able to contact you at the number in your Profile, if you have opted in to be contacted on that page.

Indeed may send you a notice relating to account security, such as informing you that you may have recently interacted with a compromised account. Indeed cannot and does not guarantee that such notices will always be sent or received, and you therefore agree that Indeed bears no responsibility for doing so. Indeed makes no warranty regarding, and disclaims any liability for, the accuracy, completeness, timeliness, or reliability of such notices.

You may be given the option to use a Passkey (such as a face scan or fingerprint) to sign in to your Indeed account. Passkeys are stored locally on your device, and their management are subject to your control. Indeed does not receive any biometric data or other information related to your Passkey. Indeed is not responsible for any collection, use, storage, processing, or loss of Passkey data nor is it responsible for any legal obligations related to such data. If you do not wish to use Passkey, you may use another method to sign in to your Indeed account.

## 7. Your Contact Information

As part of the Services, Indeed may contact you through your Indeed account or through other means such as email, telephone (including mobile phone), or postal mail, including with contact information that you may provide to Indeed or that Indeed may otherwise obtain from third-party sources.

By providing Indeed with a phone number, you confirm that you are the primary user and subscriber to the telephone number entered, and you expressly agree to receiving calls and texts at that number, including if it is a mobile number.

To stop receiving text messages at any time, reply to the text with STOP or [contact Indeed Customer Support](#). DUE TO THE UNSTRUCTURED CONVERSATIONAL FORMAT OF THIS SERVICE, WE MAY NOT RECOGNIZE OTHER UNSUBSCRIBE ATTEMPTS. 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 Text to Apply 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. Indeed cannot be responsible for third parties to whom you have provided your phone number.

To stop receiving marketing or commercial emails from Indeed, or to manage your email preferences, you may do so by updating your email settings on your Indeed account. You may also opt out of marketing or commercial emails from Indeed by following the unsubscribe link in our messages.

## 8. Payment

You will be charged as indicated by the Site.



By providing your credit card, bank account, or other payment method information to Indeed, you authorize Indeed to charge or debit that payment method for fees owed to Indeed for services purchased, pursuant to the terms associated with any Indeed service you are using and any other agreement with Indeed for purchase of services.

By providing your bank account information and signing up for direct debits from Indeed, you authorize Indeed to use ACH to debit the bank account specified for any amount owed for charges arising from your use of Indeed’s services and/or purchase of products from Indeed, pursuant to these terms, until this authorization is revoked.

**Advertising**

Advertising you purchase may be measured by clicks, RSVPs, applies, impressions, or a subscription or platform fee. **Charges are solely based on Indeed’s measurements (such as click count). Indeed’s measurements (such as click count) shall be binding.** Indeed’s measurements may be derived from data from third-party vendors, such as publishers.

**Subscriptions**

Details regarding the subscription or plan are available on the Site at the time of purchase. 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. These charges to your credit card or debits to your bank account will be made to the payment method chosen by you.

Pausing your subscription does not cancel it. Your subscription will continue to automatically renew after being unpaused. **THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED BILLING CYCLES UNDER THE APPLICABLE SUBSCRIPTION PLAN. AMOUNTS FOR FUTURE PREPAID UNUSED BILLING CYCLES MAY RESULT IN A PRORATED REFUND OF THE UNUSED BILLING CYCLES, WHICH SHALL BE DETERMINED IN INDEED’S SOLE DISCRETION.** Following any cancellation, however, you will continue to have access to the service through the end of your current billing period.

**Billing Policies**

Invoices may be provided to you via electronic mail, unless otherwise specified by Indeed. 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. You waive all claims relating to charges unless claimed within 120 days after the charge (this does not affect your credit card or bank account dispute rights).

Any credit card, bank account information, 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, for the purposes of verifying your account, 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 may obtain updated payment information for credit and debit cards through payment card networks, card issuers or other third party sources. Indeed may use the updated card and bank account information to charge amounts you owe. Indeed shall not be liable for any use or disclosure of such information by such third parties. If your Indeed account has a credit card or bank account on file for one Indeed service, we will charge that same payment method for other purchases unless otherwise indicated by you.

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 account has a credit card or other payment method on file, such as bank account information for ACH payment, Indeed may charge that payment method for any products or services you order, and for any other outstanding payments, including to correct billing errors.

**Currency**

If you are located in the United States, you shall pay all charges in US dollars. If your billing address is in India, you shall pay all charges in Indian Rupees. If your billing address is in Brazil, you shall pay all charges in Brazilian Reais. If your billing address is in the [Asia-Pacific Region](#)\*, you shall pay all charges in Singapore Dollars, Australian Dollars, Japanese Yen, or 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, Mexican Pesos, or Japanese Yen. This choice of currencies is subject to Indeed’s approval, which may be withheld in Indeed’s sole discretion.

## Taxes

Charges are exclusive of all taxes and 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. All withholding tax remittances to the government are your sole responsibility and Indeed shall have no liability whatsoever therefor. If you are in Japan, Japanese consumption tax will apply on the import of all Indeed products and services.

## Refunds

Except as otherwise provided in this Agreement, Indeed may offer refunds for Indeed services for a period of four (4) months from the date of purchase. Notwithstanding the foregoing, Indeed will not provide refunds in case of abuse of our policies, and any and all refunds are ultimately at the sole discretion of Indeed.

You agree to pay (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 late payments.

## 9. Other Services

**Indeed Apps.** “Indeed Apps” means our downloadable applications available in device application marketplaces, such as the Indeed Job Search, Indeed Resume Search, Indeed Employer, and Indeed Job Spotter. This Agreement applies to your use of any Indeed App. The legal entity responsible for the Indeed App is the one specified in this Agreement, even if the entity identified as the developer on an application marketplace is Indeed, Inc.

If you allow an Indeed App to use your device’s location service, the Indeed App may collect information based on your device’s geographic location. Some location data is linked to your account (for example, “coarse” location data collected by an iOS app). Other location data the Indeed Apps collect is not linked to your account (for example, “precise” location data collected by an iOS app) but is still used by Indeed.

**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.

**E-Signature.** The Site may offer e-signature options, which may be 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 are signing, and your e-signature will have the same force and effect as a manual 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.

**Beta Program.** Indeed may offer beta products or features on our Site, identified by the word “Beta” or “Test” (“Beta Products”). Beta Products 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 at any time without prior notice to you.

ANY BETA PRODUCT IS IN TESTING PHASE AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND IS BELIEVED TO CONTAIN DEFECTS. A PRIMARY PURPOSE OF TESTING A BETA PRODUCT IS TO OBTAIN FEEDBACK ON 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.



If you have been invited to test a Beta Product, you agree that, unless otherwise specifically provided herein or agreed by Indeed in writing, any Beta Product constitutes confidential proprietary information of Indeed. You shall permit only authorized users to access the Beta Product. You agree not to transfer, copy, or disclose such confidential information without the prior written consent of Indeed.

**Algorithmic Content.** Indeed may make available content created in whole or in part by an algorithm (including “artificial intelligence” and machine learning algorithms), which may be generated in response to information you provide through the Site (“Algorithmic Content”). Algorithmic Content is a Beta Product under this Agreement. You agree that Indeed is not the author of Algorithmic Content, which may be provided by a third party. **Algorithmic Content is provided “as is” and** Indeed makes no warranty that Algorithmic Content is appropriate, accurate, inoffensive, unbiased, non-infringing, legal, or safe, and disclaims all liability for Algorithmic Content.

Use of Algorithmic Content is entirely at your own risk. By generating or using Algorithmic Content (for example, by providing content to the Site for the purpose of generating Algorithmic Content, or by adding Algorithmic Content to a job description or resume), you adopt, confirm, and ratify it. You agree to take full responsibility for the Algorithmic Content and its use or misuse, including any inaccuracies, non-compliance with these Terms or the Site Rules, and any harm caused to you or anyone else. You agree to defend and indemnify Indeed from any claim arising from your generation or use of Algorithmic Content.

## 10. 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](#) and [OnGuard Online](#). Indeed does not endorse any of the products or services listed on such sites.

## 11. Use of Site by Minors

Generally, the Site is only for use by people aged 16 or over. However, some jurisdictions might have different restrictions as outlined below. In all jurisdictions, if you are under the legal age of majority in your jurisdiction, you must use the Sites under the supervision of your parent, legal guardian, or responsible adult, even if your age is above the Indeed permitted use age for that jurisdiction. By accessing the Site from anywhere, you represent and warrant that your age is above the Indeed age restrictions in your jurisdiction (e.g. over 16 in the United States, and over 18 in EEA). We adopt a range of measures to try to ensure that no information is knowingly solicited from individuals who do not meet the minimum age or any other applicable age requirements.

If we learn that an individual who does not meet the minimum age requirement has used the Site or provided personal information through the Site, we will restrict access to, or close their account, and remove that information from our systems.

- Japan: the Site is only for use by those who meet the permitted minimum age under Japanese law for Indeed to lawfully provide you with use of the Site.
- EEA, Switzerland, UK, Turkey, and Ukraine: As of February 1 2024, access to the Site is restricted to individuals who are 18 years of age or older.

## 12. Questions or Complaints

If you have a question or complaint regarding the Site, please use our [Indeed Help Center](#). The Indeed Help Center is an External Site provided by Zendesk and subject to the [Zendesk cookie policy](#). **Do not include credit card, bank account or other sensitive information in your e-mail correspondence with us.** Please note that communications within Zendesk will not necessarily be secure.

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

## 13. Disclaimer of Warranties

The Site may become unavailable in whole or in part at any time without notice. The Site may rely on third parties to provide services to Indeed, such as data hosting or processing vendors, and the Site could unexpectedly malfunction or become unavailable as a result.

To the fullest extent permitted by law, Indeed disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, operability or availability of information or material displayed in or linked from the Indeed search results (including Jobs Listings) or otherwise made available on the Site by Indeed or third parties (including User Content), regardless of whether paid for or

used for free. Indeed disclaims any responsibility or liability for the accuracy, content, completeness or reliability of information provided by Indeed for informational purposes only, including but not limited to, Indeed Analytics data like estimated applies or organic traffic, and salary information, or information that may come from a third party. You acknowledge you are not paying Indeed for the aforementioned information. Indeed disclaims any responsibility for the deletion, failure to store, mis-delivery, or untimely delivery of any information, emails, attachments or material (including User Content). Indeed does not guarantee that the Site will always be error free, safe, or secure. Indeed further disclaims any responsibility for any harm resulting from downloading or accessing any information or material on the Site or on other sites or services on the Internet accessed through the Site. Under no circumstances shall Indeed be liable to you or any third party on account of your use or misuse of or reliance on the Site. Additionally, under no circumstances shall Indeed be liable to you or any third party on account of your use or misuse of or reliance on any third party site or service you link to from Indeed's Site.

Indeed further disclaims all liability for any technical malfunction of the Site, including but not limited to failure of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email delivery (including attachments), account login, or any other Services provided by Indeed as a result of technical problems or traffic congestion on the Internet or any third party website (including but not limited to Applicant Tracking Systems (ATSs)) or combination thereof, 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 using or downloading any Content in connection with the Site or Services. Under no circumstances will Indeed be responsible for any loss or damage to any content or personal injury or death, resulting from anyone's use of the Site, Services, User Content, or third party applications, websites, software or content posted on or through the Site or transmitted to users or any interactions between users of the Site or Services, whether online or offline.

Indeed reserves the right to limit or terminate any and all Services and/or access to the Site in specific countries or regions, at any time, due to, or during, times of war, political upheaval or uncertainty, epidemic, pandemic, riot, insurrection, national or regional emergency, terrorism or threat thereof, or civil disorder.

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 or pandemics, 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.

THE SITE, AND ALL CONTENT, PRODUCTS, FEATURES AND SERVICES AVAILABLE ON OR THROUGH THE SITE ARE PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED. YOU USE INDEED AND THE SITE AT YOUR OWN RISK. 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, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, TITLE, SERVICE QUALITY, AND THAT THE SITE AND SERVICES PROVIDED WILL BE UNINTERRUPTED, ERROR FREE, SAFE, OR SECURE. TO THE FULLEST EXTENT PERMITTED BY LAW, INDEED AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, DISCLAIM ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SITE, AND ALL CONTENT, PRODUCTS, FEATURES AND SERVICES AVAILABLE ON OR THROUGH THE SITE. TO THE FULLEST EXTENT PERMITTED BY LAW, INDEED AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, DISCLAIM ANY WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SITE OR RECEIVED THROUGH ANY LINKS MADE AVAILABLE BY INDEED. INDEED IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIAL OR DATA THROUGH THE USE OF THE SITE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM DOWNLOADING OR OBTAINING ANY SUCH MATERIAL OR DATA.

#### **14. Limitation of Liability**



TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL INDEED OR ITS AFFILIATES, OR ITS OR THEIR THIRD-PARTY LICENSORS, BE LIABLE TO ANY PERSON ON ACCOUNT OF THAT PERSON'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 OR ANY LOSS OF PROFITS, REVENUE, INTEREST, GOODWILL, LOSS OR CORRUPTION OF DATA OR ANY LOSS OF OR INTERRUPTION TO THE USER'S BUSINESS, 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 TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA, AND 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.

If you are resident or located in Germany, the limitation of liability as set out above in this section shall be replaced in its entirety by the following:

Indeed's obligation to pay damages shall be limited as follows:

- (a) For damages caused by a breach of a material contractual obligation, Indeed shall only be liable up to the amount of the typically foreseeable damage at the time of entering into the contract; Indeed shall not be liable for damages caused by a breach of non-material contractual obligations.
- (b) The limitation as set out above under (a) shall not apply to damages caused intentionally or by gross negligence, culpably caused personal injuries nor to any liability under the German Product Liability Act and in case of any further mandatory liability. Furthermore, it shall not apply if and to the extent Indeed has assumed a guarantee.

If you are a Job Seeker located in Japan and subject to the Consumer Contract Act of Japan, and this Agreement constitutes a consumer contract within the meaning of the Consumer Contract Act of Japan, the limitation of liability as set out in this Agreement shall not apply to:

- (a) Full exemption from liability of Indeed or its affiliates, or its or their third-party licensors, to Job Seekers for damages arising from or related to use of the Site.
- (b) The partial exemption from liability of Indeed or its affiliates, or its or their third-party licensors, to Job Seekers for damages caused by a willful misconduct or gross negligence arising from or related to use of the Site.

## 15. 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, Indeed Tower 200 West 6th Street, Floor 36, Austin, TX 78701, 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](#) via our Site [contact form](#).

## 16. Reservation of Rights

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.

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.

## 17. Miscellaneous

This Agreement constitutes the entire agreement between you and Indeed, and supersedes and replaces all prior or contemporaneous representations, understandings, and agreements, written or oral. If the Job Seeker Terms, Employer Terms, or Publisher Terms apply to your use of the Site, those terms shall control in the event of an inconsistency or conflict with these Terms of Service for All Users.

Each provision of this Agreement is a separately enforceable provision. If any provision of this Agreement is determined to be unenforceable, it shall be reformed to the extent necessary in order for this Agreement to remain in effect.

This Agreement cannot be modified or amended, except by a document signed by an authorized representative of each party. Your use of our Site through an agency or reseller arrangement does not exempt you from these Agreement terms. Written or phone communication between you and an Indeed employee is not a modification or amendment of this Agreement.

Any notices to Indeed must be sent to the applicable Indeed entity identified above via certified first class or air mail or overnight courier, and are deemed given upon receipt. 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 posted to your account 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. 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, it is solely as an information service provider.

Indeed does not act as an employment agency by providing the Site or its tools. Except as otherwise agreed to in writing, nothing in the terms should be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationships between us and third parties. Any references to such third parties as “partner” does not indicate that such party has any authority to bind us to any agreements or representations on our behalf without our prior written consent.

“Including” means “including without limitation.”

## 18. Governing Law and Dispute Resolution

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 Texas, United States. The courts located in Austin, Texas, United States, shall have exclusive jurisdiction of any disputes.

Despite the application of Travis County, Texas law, if you are a consumer resident in the EU, you also enjoy the protection of the mandatory provisions of the law of the country in which you have your habitual residence. The application of mandatory provisions limiting the choice of law and in particular the application of mandatory laws of the country in which you have your habitual residence, such as consumer protection laws, shall remain unaffected.

## 19. Patent Disclosure

Certain elements of the Site and/or Indeed Apps are licensed pursuant to one or more of the United States patents described [here](#).



# Indeed Products Terms of Service

Last Updated: December 10, 2023

## Indeed Ads Program Terms

You use the Ads Program when you advertise with Indeed by posting, providing, submitting, using, editing, claiming, or paying for any advertisement (“Ad”) for publication on or through Indeed. Ads may be posted directly via the Site, or via campaigns, XML feeds, APIs, ATS integrations, requests to index Ads from elsewhere, or by otherwise identifying an Ad or making it available to Indeed. By posting Ads and using the Ads Program, you agree to the [Indeed Terms of Service](#)(the “Agreement”), including these Indeed Ads Program Terms (“IAP Terms”).

Indeed may update the Ads Program or these IAP Terms at any time without liability, and your use of the Ads Program after notice that these IAP Terms have changed indicates acceptance of the updated IAP Terms.

### 1. Ad Publishing

Ads may promote job listings of open employment positions (“Jobs” or “Job Ads”), hiring events or job fairs, both online or in-person (“Indeed Hiring Events”), or an Employer’s workplace generally (“Employer Branding Ads”). Ads are User Content under the Agreement, and you are granting Indeed, its affiliates, and sublicensees a license to use your Ads and associated data, and to display, publish, reformat, display a snippet or portion of, and host (but not change the content of) your Ads in any way Indeed or its affiliates or sublicensees see fit, including due to technical limitations. (Employers located in Japan: you agree that content moderation may result in the modification of your Job Ad.)

Ads may appear on any page, site, content, service, device, screen, app, or property chosen by Indeed in its sole discretion, whether provided by Indeed as part of the Site or Indeed Apps, or provided by a third party (“Other Sites”). Indeed has limited control over Other Sites, including their nature, content, appearance, and Ad display, and you accept any related risks of publication. Other Sites may collect or receive performance information about your Ad.

Target audience membership is based partly on information and criteria provided by the Employer, for example information provided in the Ad, but the composition of each target audience on the Site, and the frequency of publication to that audience, are determined by Indeed in its sole discretion. Indeed may have limited or no control over the display of Ads on Other Sites, including their audiences.

From time to time Indeed may add labels (such as “Urgent”, “Urgently Hiring”, “Ad”, “Paid”, “Promoted”, or “Sponsored”) when publishing an Ad. Indeed reserves the right to add, change, or remove labels at any time. Indeed may display an estimate of the compensation associated with any Job Ad. If you do not want an estimate to be shown, you must provide Indeed with the actual compensation.

Indeed does not guarantee reach, performance, placement, or distribution of Ads, all of which may vary depending on Indeed’s consideration of various factors, such as supply and demand, industry, type of role, and sponsorship. The distribution, placement, positioning, size, and location of Ads are determined by Indeed in its sole discretion. **You agree that Indeed has no obligation to accept, host, or publish your Ad.** That decision is entirely Indeed’s in its sole discretion. **Indeed may reject or remove any Ad for any or no reason without notice.** Indeed may also pause Ad campaigns without notice. For examples of why Job Ads from Employers may be rejected, refer to [Indeed Job Posting Standards](#).

Indeed further reserves the right to include or reject any or all Job Ads from a job board. Generally, job boards may only post Job Ads on their own behalf as an Employer. A job board may only post Job Ads on its clients’ behalf if they conform to the [Job Board Inclusion Guidelines](#), which also give examples of why Job Ads from job boards may be rejected. Attempts to violate the Guidelines may result in limiting or disabling your account. The determination as to whether you are a job board is made by Indeed in its sole discretion, and such decision is binding. Indeed further reserves the right to reject any Job Ads which advertise staffing opportunities or platforms rather than jobs.

You acknowledge that inclusion of Ads that violate these IAP Terms or Indeed policies or standards may harm Indeed and its users. Although Indeed may indicate why an Ad has been removed, we cannot give every reason why, and we always retain the right to remove any Ad if we feel it is in the interest of users or Indeed. The Indeed team responsible for maintaining the quality of the Site is independent, and its decisions are final and not subject to review.

To post a Job Ad at no additional cost, post it through the Site without setting a budget, or otherwise decline the option to sponsor. However, please note that Indeed may require an Ad to be sponsored, or limit the number of free Ads you are allowed to post at a given time, for any or no reason in Indeed’s sole discretion, including to benefit Job Seekers, to verify the legitimacy of the Ad or the Employer,

to prevent abuse of the free to post system, or to improve the Site. For example, sponsorship may be required for identical jobs posted in multiple locations, jobs re-posted after an initial time period, jobs posted with a confidential or generic company name, jobs that are commission-only, hard-to-fill jobs, or jobs posted by a staffing agency, recruitment process outsourcer, or other recruitment-based company. Indeed Hiring Events may also require a minimum Ad budget.

Performance, cost, budget, and other data related to your unclaimed indexed Job Ad on the Site is available to anyone who claims the Job Ad or feed. It is your responsibility to claim your Job Ads and feeds, and to alert Indeed in case of an inaccuracy.

**Employer Branding Ads**, formerly known as **Indeed Targeted Ads**. Employer Branding Ads may be sponsored (generally Pay Per Impression), and Indeed may in its sole discretion include Employer Branding Ads at no additional cost when you sponsor a Job Ad. Employer Branding Ads are also provided on the Glassdoor platform, and subject to the [Glassdoor Terms of Use](#), except that these IAP Terms will govern in the event of a conflict. By using Employer Branding Ads, you agree to the [Glassdoor Terms of Use](#).

**Indeed Hiring Events**. When you post an Indeed Hiring Event, you are asking Indeed to manage the Ad campaign, distributing its budget among our different pricing models in our sole discretion. You will be charged in accordance with the selected pricing model(s) and any applicable subscription fee. Posting an Indeed Hiring Event may require a minimum advertising budget. You are also asking Indeed to send emails or text messages related to your event to users who RSVP to your event, such as in case of event cancellation, though delivery is not guaranteed.

You are solely responsible for all aspects of your hiring event, whether participating or hosting, including your Ad and hiring process, the event's timing, location, accessibility, security, and attendance, signage, documentation, reviewing Job Seeker qualifications, verifying information, screening applicants, and responding to requests for accommodation.

**Tracking Pixels**. Indeed may permit you to include tracking pixels in Ads. This functionality is provided solely as a courtesy, and Indeed may disable any tracking pixel at any time. Indeed provides no warranty regarding the proper functioning of a pixel, any numbers reported, or that use of a pixel would be error-free. You are advised not to rely on the pixel. Tracking pixels are for convenience only, and may not be used to profile users, for behavioral analytics, or to dispute Indeed's advertising charges. You are solely responsible for your tracking pixels, and Indeed disclaims all liability related to such use. You agree to comply with all applicable laws, including applicable privacy and data protection laws, and to defend and indemnify Indeed from any claim arising from your use of tracking pixels.

**Integrations**. Indeed may support or offer functionality by which an Employer may monitor progress through parts of their hiring process, such as a conversion tracker or ATS integration ("Integrations"). Integrations send data to Indeed about applications originating on Indeed, including completion of an application, contacts, interviews, and hiring decisions. This data is User Content under the Agreement. Any connections to an Indeed API are subject to the API Terms in the Agreement.

Integrations are 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 Integrations. Your installation and use of an Integration must be in accordance with all applicable laws, including providing any necessary disclosures and obtaining any necessary consent or agreement.

## 2. Ad Sponsorship

An Ad can be sponsored using tools on the Site or an integration with Indeed such as your ATS, or through a campaign, including Sponsored Jobs. "Sponsor" means you are paying Indeed to advertise and publish the Ad, and you are requesting that Indeed manage your Ad campaign using automated tools for Ad placement and bid optimization, for exposure and visibility on the Site and Other Sites. This management is in Indeed's sole discretion and is provided without warranty as to placement or visibility of any Ad. **Sponsorship is not a guarantee that the Ad will be published at any particular time or place, or displayed more prominently or frequently than other Ads.** Sponsorship means Indeed exercising its judgment and discretion in publishing the Ad, to achieve what Indeed determines is the most appropriate visibility for the Ad and budget.

The price to sponsor an Ad is measured by user activity, such as impressions, clicks, Started RSVPs, RSVPs, Started Applications, or Applications. You are not buying these clicks or other actions themselves; they are only different ways to measure the advertising service Indeed provides.

Prices vary based on many factors, including supply and demand of Ads, impressions, clicks, Started RSVPs, RSVPs, Started Applications, Applications, internet traffic, time of day or year, job title, and job location. **Charges are solely based on Indeed's measurements of user activity, including impressions, clicks, Started RSVPs, RSVPs, Started Applications, or Applications. Indeed's measurements of such activity shall be binding.** Indeed's measurements may include and rely on data from third parties, including vendors and Other Sites, over which Indeed has limited control or knowledge.



**You agree that Indeed has no obligation to accept, host, or publish your Ad.** That decision is entirely Indeed’s in its sole discretion, regardless of sponsorship. **Indeed may reject or remove any Ad for any or no reason without notice.** Once removed, an Ad does not receive impressions, clicks, Started RSVPs, RSVPs, Started Applications, or Applications.

3. Budget and Pricing Models

Ad campaigns can be sponsored under different pricing models, described below. Each sponsored Ad will incur a charge upon the associated user action, until its budget is depleted or you pause or close the Ad. For example, one Job Ad campaign may be charged per click, while another campaign may be charged per Application. This activity may happen on the Site, Indeed Apps, or Other Sites.

Pricing is indicated on the Site or an Insertion Order. When you start, edit, or change a sponsored Job Ad campaign or plan, the pricing models available to you may vary. Indeed reserves the right to offer different pricing models at different times in different circumstances, in limited quantities, in limited locations, and for a limited time, or to set any pricing model as default. Prices and pricing models may vary between different Ads, or between the same Ad posted at different times or locations (such as when a campaign is closed and later reopened). If you do not select a pricing model for a sponsored Ad campaign, Indeed may select one.

It is your responsibility to monitor your Ad campaigns, select the appropriate pricing model and budget for each campaign, and manage their budgets. **You can pause, unpause, or close your Ad campaign at any time.** A budget or spending limit you set for one Ad campaign is for that type of campaign only, and does not limit how much you will spend on other campaigns or other services. For example, the budget and limits for Pay Per Application campaigns will not apply to a Pay Per Click campaign. **If your written Insertion Order does not contain an end date, your campaign will run, and you will continue to be billed, until you contact Indeed to cancel.**

Indeed may provide budget recommendations and performance estimates for a given budget (such as expected visibility or clicks), or other predictions related to your Ad. This data is provided “as is,” without warranty, and does not guarantee performance or visibility, or interaction with your Ad or job.

Pricing Models

**Pay Per Impression.** You will be charged based on impression count. An impression generally occurs when your Ad appears on a page or screen which has been presented to a user. Delivery of an impression does not guarantee any level of viewership of your Ad or interaction with your job. Impression data may rely on third parties like Other Sites, who may measure impressions differently from each other. **Charges are solely based on Indeed’s impression measurements. Indeed’s impression count shall be binding.**

**Pay Per Click,** also known as **Daily Budget.** You will be charged based on click count. Clicks can be on Ads or on other content such as messages and notifications. Your dashboard will reflect the total click count. **Charges are solely based on Indeed’s click count. Indeed’s click count shall be binding.**

**Pay Per Started RSVP.** You will be charged when a user takes the first step to RSVP to your Hiring Event (a “Started RSVP”), including clicking on a button or link to start or continue an RSVP. A Started RSVP is considered complete even if the user does not proceed further, and does not guarantee they will complete an RSVP or attend a Hiring Event. **Charges are solely based on Indeed’s Started RSVP measurements. Indeed’s Started RSVP count shall be binding.**

**Pay Per RSVP.** You will be charged for each RSVP to your Hiring Event. An RSVP is defined as a user completing the online RSVP form agreeing to attend your Event. An RSVP does not guarantee that a Job Seeker will attend your Event. **Charges are solely based on Indeed’s RSVP measurements. Indeed’s RSVP count shall be binding.**

**Pay Per Started Application.** You will be charged when a user takes the first step of applying to your job (a “Started Application”). A Started Application includes: 1) a click on a button or link to start or continue an application; 2) interacting with a chatbot, QR code, or other method to start or continue an application; and 3) a click on a button or link to schedule an interview. A Started Application is considered complete even if the user does not proceed further, and does not guarantee they will complete an application. **Charges are solely based on Indeed’s Started Application measurements. Indeed’s Started Application count shall be binding.**

**Pay Per Application. NOTICE: The Pay Per Application pricing model is offered on a limited basis and for a limited time, and it will no longer be available starting on December 4, 2024. You agree that on January 15, 2024, Indeed will pause any of your Job Ads still using the Pay Per Application pricing method and those paused Job Ads will not be visible on the Site.** To maintain Job Ad visibility on the Site, you may reopen your paused Job Ad for free or reopen and sponsor your Job Ad under an available pricing model (such as Daily Budget). With Pay Per Application, you will be charged for each Application for your Ad, according to the price on the Site. An Application is defined in different ways below, depending on the options available to you on the Site. Indeed does not verify or confirm Application content. A completed Application does not necessarily mean completion of all requested steps or processes such as Assessments. **To limit your charges, you must specify an Application limit for your Ad, or manually pause or close your Ad.** If you do not specify a limit, your Ad will be automatically paused when it reaches \$1,000 in Application charges. **Editing a Pay Per Application campaign may**

**change the price for new Applications.** Indeed may, from time to time and in its sole discretion, waive the charge for an Application (for example, if an Application does not meet a requirement specified in your Job Ad), impose or waive limits on Applications to a given job, or impose or waive limits to the number of Application rejections that are not charged. Such decisions and waivers should not be taken as opinions about any Application or Job Seeker. Those Applications will still be available in your dashboard for your review.

Pay Per Application Campaign Options:

- 1) An Application is complete when an application to your job is delivered by Indeed on the Site.
- 2) An Application is complete when an application to your job is delivered by Indeed on the Site with responses meeting your “deal breaker” qualification questions.
- 3) An Application is complete when an application to your job is delivered by Indeed on the Site and you do not reject it within the time frame you selected. Application counts on your dashboard are updated only after the specified time frame for an application. This feature is intended to help you avoid a charge for an Application that does not meet your specified job requirements. You agree to only use this feature as intended. To prevent abuse of this feature, Indeed in its sole discretion may revoke the availability of this feature, impose limits on its use, no longer offer the Pay Per Application pricing model for your Job Ads, or take other measures. If you reject the application but contact the Job Seeker, Indeed reserves the right to charge you for that Application. Indeed further reserves the right to seek payment upon discovery that you have continued conversations with, or hired, a Job Seeker you rejected on the Site.

**Flat Fee.** You will be charged a flat fee (plus applicable taxes) to sponsor a Job Ad. The Job Ad will be sponsored over a specified time period (default 30 days) or estimated range of Applications. This range is an estimate only, and not a guarantee. The Job Ad will close either at the end of the time period or when you receive the specified range of Applications, whichever comes first. The budget cannot be changed after you submit billing information. Once paid, the flat fee is not refundable even if you pause or close your Ad early or if you receive fewer Applications than expected. Flat fee sponsorship is not transferable.

4. Billing and Payment

Indeed may charge the credit card, or bank account information on file for your account. 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 Ad. If you previously sponsored Pay Per Click Ads on the same account, you may also be charged once your Job Ad campaign spends \$25.00. For an Ad campaign, or the purchase of products or services of more than \$500 per month, you may be charged multiple times a month. If you do not provide a payment method for a Sponsored Job campaign, the campaign will not begin and your Ad will not be visible, though Indeed may in its sole discretion remove the budget and post the Ad with organic visibility.

Invoices may be provided to you via electronic mail. Your payment must be in accordance with the Payment section in the Terms for All Users section of the Agreement. You waive all claims relating to charges unless claimed within 120 days after the charge (this does not affect your credit card issuer rights). You are responsible for paying all expenses and attorney fees Indeed incurs collecting late amounts. Refunds (if any) are in accordance with the Refunds section in the Terms for All Users section of the Agreement. If you are removed from Indeed, but have previously spent on Indeed, you are not entitled to a refund of previously spent amounts.

Charges are exclusive of all taxes, including VAT. You are responsible for all taxes and government charges as applicable and appropriate. All withholding tax remittances to the government are your sole responsibility and Indeed shall have no liability whatsoever therefor. (If you are in Japan, Japanese consumption tax will apply on the import of all Indeed services.)

Your credit card, bank account, and related billing and payment information may be shared by Indeed with companies who work on Indeed’s behalf, such as payment processors or credit agencies, 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.

5. Conditions and Prohibited Uses

Your use of the Ads Program is permitted on the condition that you adhere to all applicable Indeed terms and policies, including these IAP Terms, the Agreement, the Site Rules, Privacy Policy, and instructions on the Site and Indeed Apps. Violation may result in restrictions on your account, termination of your account and the Agreement, and legal penalties and consequences. Indeed terms and policies may be modified at any time.



You are responsible for all information you provide or request that Indeed publish, whether through the Site or otherwise, and whether generated by or for you, in any medium, including text, image, mark, logo, video, or audio, all which is considered User Content under the Agreement. Indeed relies on the accuracy of the information you provide. You must notify Indeed immediately if you notice any inaccuracy.

You accept sole responsibility for: (a) User Content provided by, attributable to, or associated with you, including Ad content, job descriptions, screener questions, and target URLs; (b) websites reachable from target URLs or your Ad; and (c) ensuring that your use of the Ads Program, the Site, and Indeed Apps are lawful and will not cause Indeed to violate any applicable law. Indeed’s publication of your Ad, or reformatting or addition of labels during publication (such as “Powered by Indeed”) does not alter your responsibility.

You represent and warrant that: (i) you have the right and authority to use the Program, including to provide or claim your Ads and job feed; (ii) all information you provide (through the Site or otherwise) is true, correct, and current; (iii) you hold and grant Indeed, its affiliates, and sublicensees all rights to use, copy, distribute, and display your User Content; and (iv) such use and websites linked from your Ads will not violate or encourage violation of any applicable law.

You shall not cause, authorize, or contribute to: (1) automated, fraudulent or otherwise invalid Site activity such as impressions, clicks, Started RSVPs, RSVPs, Started Applications, or Applications; (2) manipulation of Ad placement, bidding, or any other part of the Site or Indeed Apps; (3) inaccurate reporting of any measurements of user activity including applications; (4) circumventing charges you owe to Indeed, such as by preventing the reporting of an application; (5) advertisement of goods or services through Indeed; or (6) anything unlawful or fraudulent. Indeed reserves the right in its sole discretion to terminate accounts suspected of such activity without notice, and to take corresponding legal action.

**Indeed may choose not to accept any Ads for any or no reason.Indeed further reserves the right to disable or terminate any Employer’s account, for any or no reason, without notice.** Although Indeed may provide information related to our decision-making process, we cannot give every reason why an account may be terminated or an Ad may be removed. The Indeed team responsible for maintaining the quality of the Site is independent, and its decisions are final and not subject to review.

6. Disclaimer and Limitation of Liability

THE ADS PROGRAM, THE SITE, AND INDEED APPS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. INDEED AND ITS AFFILIATES, AND ITS AND THEIR LICENSORS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION FOR TITLE, NON-INFRINGEMENT, SERVICE QUALITY, MERCHANTABILITY, AND FITNESS FOR ANY PURPOSE. YOU USE THE ADS PROGRAM, THE SITE, AND INDEED APPS AT YOUR OWN RISK. INDEED DOES NOT GUARANTEE THAT THE ADS PROGRAM, THE SITE, OR INDEED APPS WILL ALWAYS BE UNINTERRUPTED, ERROR FREE, SAFE, OR SECURE. INDEED DISCLAIMS ALL LIABILITY WITH REGARD TO OTHER SITES.

Indeed and its affiliates, and its and their licensors, disclaim all guarantees regarding positioning, accuracy, or the levels or timing of: (a) costs of advertising, whether measured by impressions, clicks, Started RSVPs, RSVPs, Started Applications, Applications, or otherwise; (b) delivery or rates of impressions, clicks, Started RSVPs, RSVPs, Started Applications, or Applications (including any estimates on the Site or an Insertion Order); (c) reach, performance, placement, distribution, or conversion of Ads; (d) accuracy or success of Ad targeting or the size or composition of any audience, or the ability or inability of any person to view an Ad; (e) the interest level or qualification of anyone who interacts with your Ad, Hiring Event, or job; and (f) attendance at a job interview, Hiring Event, or job.

CLICKS AND OTHER USER ACTIVITY ARE ANONYMOUS, AND INDEED HAS NO RESPONSIBILITY FOR CONFIRMING A USER’S IDENTITY. USER ACTIVITY SUCH AS AN IMPRESSION, CLICK, STARTED RSVP, RSVP, STARTED APPLICATION, OR APPLICATION IS NOT A GUARANTEE OF INTEREST IN YOUR AD OR JOB. INDEED IS NOT RESPONSIBLE FOR CLICK FRAUD, FRAUDULENT LEADS, TECHNOLOGICAL ISSUES, OR OTHER POTENTIALLY INVALID ACTIVITY BY THIRD PARTIES THAT MAY AFFECT THE COST OF ADS.

EXCEPT FOR AMOUNTS PAYABLE PURSUANT TO SECTION 8 HEREUNDER, AND FOR ANY BREACH BY YOU OF SECTIONS 3, 4, OR 5, TO THE FULLEST EXTENT PERMITTED BY LAW: (i) 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 (ii) 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 ADS GIVING RISE TO THE CLAIM.

7. Cancellation

You may cancel an Ad or campaign at any time. Cancellation is generally effective within 24 hours. You are responsible to pay for all advertising prior to cancellation, as well as any agreed-upon platform fee. Indeed may notify Job Seekers if you cancel a Hiring Event.

Indeed may cancel or terminate the Ads Program or these IAP Terms at any time. Sections 5, 6, and 8 will survive any expiration, cancellation, or termination of these IAP Terms

8. Indemnification

You shall indemnify, defend and hold harmless Indeed, its agents, affiliates, licensors, partners, and publishers (including Other Sites) from any claim or liability (including legal fees) arising out of your Ads Program use, Ads, User Content, screening or screener questions, Hiring Event, use of the Site or Indeed Apps, use of a tracking pixel or Integration, any information or data you provide, your hiring process, or breach of the Agreement or 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](#) (the “Agreement”), and apply to any Employer that accesses or uses the Indeed Resume Search offering, or that otherwise indicates its acceptance of these IRSP Terms. By agreeing to the IRSP Terms, you also agree to the [Indeed Terms of Service](#).

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 / Job Seeker 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 or plan purchase page, and on the FAQ and information page(s) for the country you are purchasing a subscription or plan for, any or all of which may be modified at any time. You agree and acknowledge that the Program pricing and offerings are subject to change. Purchasing additional subscriptions or plans, or modifying subscriptions or plans may reset the monthly billing date for subscriptions or plans associated with your account, resulting in pro rata charges to account for the new date. If you purchase a new plan in India during the duration of your current plan, the new plan will begin after your current plan ends. 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. Please note that contacts expire six months from the date of subscription purchase. Contacts that you receive via a special offer expire six months from the date you redeem that offer, unless otherwise stated in the offer. 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 a product or system will result in your immediate termination from the Program. In addition, as a feature of the IRSP, Indeed may send emails to Resume Owners on your behalf indicating that your Job Listing is potentially a match for their resume. In some circumstances, Indeed may limit the number and/or frequency of times you may contact a Resume Owner through the Site. For example, if you contact a Resume Owner, and the Resume Owner 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, read, or acted upon by any potential Resume Owner, or that any Resume Owner’s resume or information thereof 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.** Indeed does not allow its Program, including but not limited to, resume contact service to be used in a spam like manner, and you expressly agree not to use the Program service in such manner. Indeed defines “spam like manner” as sending requests for job positions to persons who are, as indicated by Indeed experience and/or Resume Owner behavior and reaction, unsuited for the role or who have indicated that such requests are unwanted. 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 or data mining 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. We may in our sole discretion place limits on your ability to run searches using Resume Search if we suspect that your use may adversely affect Indeed’s system, you are using the Resume Search in a malicious or objectionable manner, or you have violated this Agreement. 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. Indeed may limit the number of devices each account is logged into. Each Resume subscription or plan is solely for the individual use of the person to whom it is assigned, and may not be shared with other users. If you have a plan in India, you agree that adding seats to the plan does not add additional contacts to the subscription plan; if you add a seat on a day after the subscription plan has started, the price you pay for that seat is prorated, however, the number of contacts remains unaffected. For plans in India, once the time period on your subscription plan expires, so will any remaining contacts; no unused contacts will carry over to your new plan.

**In the event phone numbers are provided by the Resume Owner in the resume, Indeed does not guarantee their validity and cannot confirm whether such numbers are landlines or cell phones. You agree to call Resume Owner regarding relevant job opportunities only. It is your sole responsibility to comply with all TCPA guidelines, as well as other laws against automated telephone dialling systems or laws governing phone or mobile communications in your applicable jurisdiction.**

Information contained in Resume Owner resumes is self-reported by Job Seekers, may be outdated or inaccurate, and is not verified by Indeed. Any filtering, sorting, matching, or ranking tools available to you as part of the Resume Search Program rely on this Job Seeker-provided information and/or information you provide to Indeed about your job requirements or preferences. The appearance of a given Job Seeker’s resume in search results or as a match is not a guarantee that the Resume Owner has the attributes or experience you have selected or that they would be interested in a job. When you use the Program, Indeed does not guarantee that you will see desirable, or any, search results in response to each query or that you will see desirable, or any, daily matches. You are solely responsible for determining or verifying any Resume Owner provided information, including whether a Resume Owner / Job Seeker has a certain license, certification, or security clearance. **In a product on the Site, you may see a verification of a Job Seeker’s skills, certifications, or other qualifications. Indeed does not guarantee the accuracy of such verifications or information, and you are solely responsible for verifying information on the Site.**

**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.

Indeed reserves the right to cancel any subscription at any time and for any or no reason. Indeed may immediately cancel, update or modify the Program or these IRSP Terms in our sole discretion at any time without liability and your use of the Program after notice that the Program or these IRSP Terms have changed indicates acceptance of the updated IRSP Terms. Sections 1, 3, 4, 5 and 6 will survive any expiration or termination of these IRSP Terms.

**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. FURTHER, 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 RESUME IS AVAILABLE OR VIEWABLE AT ANY PARTICULAR TIME, OR THAT ANY RESUME DESCRIBES AN APPLICANT’S SKILLS, QUALIFICATIONS, OR ABILITIES. INDEED AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, EXPRESSLY DISCLAIM ALL OTHER WARRANTIES INCLUDING

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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 or plan and associated cost, and upon Indeed unpausing the subscription or plan, 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\\*](#), 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, Euro, UK Pounds, Canadian Dollars, Australian Dollars, Swiss Francs, Mexican Pesos, 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 120 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 OR 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, bank account, 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. Except for plans in India, if you purchase a subscription or plan, you acknowledge and agree that your subscription or plan will automatically renew and Indeed will charge you on a recurring basis until you cancel your subscription or plan and such cancellation goes into effect, which may not be until the next billing cycle. Pausing your subscription or plan 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 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, any phone call or text message you make to a recipient, and activities of any third party service provider you engage to facilitate your sourcing activities through the Program, such as an Applicant Tracking System (ATS).

**Indeed Assessments Terms**

These Indeed Assessments terms (“IA Terms”) form a part of, and are incorporated into, the [Indeed Terms of Service](#). By accessing or using Indeed Assessments as an Employer in any way, or by registering as an Employer on Indeed Assessments, or by otherwise accepting these IA Terms, you agree to these IA Terms and to the [Indeed Terms of Service](#) (the “Agreement”). 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, each disability is unique and 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 knowledge, skill, or ability. 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. You agree to use an Assessment in combination with other selection and hiring processes, and not as the sole measure of any candidate’s fitness for a job. You agree to use an Assessment to measure only those knowledge, skills or abilities and/or other characteristics that are 1) job-related and 2) required for a candidate’s first day on the job. 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 any Job 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, TITLE, SERVICE QUALITY, 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 (this includes any claims that Indeed as your agent violated any such 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 API Terms**

These Indeed API terms (“API Terms”) and any related documentation (“Documentation”), form a part of, and are incorporated into, the [Indeed Terms of Service](#), and apply to anyone who accesses or uses an Application Programming Interface created or maintained by Indeed (“API”), develops any application that communicates or interoperates with any API, the Site, or any Indeed service (“Application”), or who otherwise indicates acceptance of these API Terms. By accessing or using any API or Documentation or by

otherwise accepting these API Terms, you agree to these API terms and to the [Indeed Terms of Service](#) (the “Agreement”), including the terms associated with any Indeed service you are using, and all of Indeed’s policies, including the [Indeed Privacy Policy](#) and [Cookie Policy](#). 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 and disclosures regarding the services provided, method for charging) about Indeed’s products and services. By using an Application or Applicant Tracking System (“ATS”) via an 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 or ATS via an 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 an ATS via an API, such ATS may access, monitor, process, or analyze submitted information and behavioral data. If you, or anyone on your behalf, send or receive communication via API (including by sending or receiving communication to/from an email address aliased by Indeed and/or by using a different email address from the one associated with your account), you agree to the communication being processed, analyzed, reviewed, and stored, including via automated means, for data analysis, quality control, enforcement of the Sites’ rules and other Indeed policies, content moderation, and to improve the Site or any other Indeed product or service.

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, these API Terms, and any additional rules, guidelines, and policies made available by Indeed. Such additional rules, guidelines, or policies may be detailed in the Documentation (including in the [Indeed Developer Portal](#)), these API Terms, or otherwise communicated to you by Indeed. For example, by using the



Indeed Apply API in connection with your Job Listings, you agree not to require or otherwise burden a Job Seeker to submit a duplicate application through other means if that Job Seeker already applied to your Job Listing using Indeed Apply. You further agree to accurately describe to a Job Seeker what information and data you collect from and about that Job Seeker when they apply to your job using Indeed Apply, including how you handle and share such information and data. You also agree to honor a Job Seeker request for their information and data that you collect in connection with any API. Further, by using the Indeed Apply API, you agree to use HTTPS POST URL(s).

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 API terms, the Site Rules, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be made available to you by Indeed (including those stated in the [Indeed Developer Portal](#)); (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 and/or Job Seekers what user information you collect and how you use and share such information with Indeed and other third parties. You further agree to protect all such information in accordance with applicable laws, and not to access or use such information (especially personal data) except as required to provide Indeed services to an Employer through your Application.

If you use or access any Indeed API or Documentation to provide Indeed services to an Employer, you acknowledge and agree that you will not access personal data (as defined by applicable Data Protection law) to provide Indeed services to an Employer. However, if you have received personal data from Indeed that is not required to provide Indeed services to an Employer, you shall notify Indeed and return or destroy such personal data (as instructed by Indeed). Should you and Indeed agree that you will process personal data in connection with providing Indeed services, your general responsibilities (regarding the nature and purpose of access, security controls and protocols, international transfer of data, etc.) will be set forth in a Data Processing Addendum.

### **3. Access and API Key**

You agree to only access an API by the means described in its Documentation. To call or otherwise access or use an API, Indeed requires that you follow its registration and implementation process, including providing information about your Application and a current contact person with whom Indeed can communicate with about your Application or API access and use. Indeed requires 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, TITLE, SERVICE QUALITY, 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 UNINTERRUPTED, 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 Hiring Platform Terms

These Indeed Hiring Platform terms (“IHP Terms”) form part of, and are incorporated into the [Indeed Terms of Service](#), 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 IHP Terms. By accessing or using the Indeed Hiring Platform or related services or otherwise accepting these IHP Terms, you agree to these IHP Terms and to the [Indeed Terms of Service](#) (the “Agreement”), including the terms associated with any Indeed service you are using as part of the Indeed Hiring Platform.

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 (the “Program”). You understand that use of the Program 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 the Program 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 or Started 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 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 give them the opportunity to provide certain demographic information, such as race and ethnicity, gender, age, LGBTQ+ community membership, and disability status as well as whether they have an arrest or conviction record (“demographic data”). This Indeed demographic data survey is separate from any voluntary self-identification questions provided by Employers. By using the Program, you agree that Indeed may collect demographic data from Job Seekers applying to your job listing using Indeed’s demographic survey, and that Indeed may use the information from that survey to evaluate and improve our products. You further agree that you as an Employer have no ability, right, or entitlement to view or access demographic data collected via the Indeed demographic data survey pertaining to any Job Seeker or related to any employer by any means including civil

discovery, subpoena, or any other legal process 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.

Indeed may offer you the option to manage virtual and remote communications within Indeed products, including Indeed Interview, 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 and acknowledge that Indeed is not a telecommunications service provider. Indeed disclaims all warranties regarding the transmission of Virtual Interviews including phone or video communications. Indeed does not guarantee (1) the 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 for your Virtual Interview.

**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 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 IHP 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, TITLE, SERVICE QUALITY, 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 UNINTERRUPTED, 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 in any particular time, place, or manner, (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 IHP 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 IHP 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. 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, bank account information, or other payment method on file for the Indeed Ads Program or any other Indeed service, we will charge that same payment method 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, Mexican Pesos, 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 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 120 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.

You acknowledge and agree that any credit card, bank account, 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 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](#) to launch our Vulnerability Reward Program. Detailed rules and information about the scope of this bounty program are available on our [Bugcrowd page](#). 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](#) 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.

## Indeed Recruiter Extension Terms

These Indeed Recruiter Extension terms (“IRX Terms”) form a part of, and are incorporated into, the [Indeed Terms of Service](#), and apply to any Employer who accesses or uses the IRX Service (defined below), or who otherwise indicates its acceptance of these IRX Terms. By accessing or using the IRX Service or by otherwise accepting these IRX Terms, you agree to these IRX Terms and to the [Indeed Terms of Service](#) (the “Agreement”), including the [Terms of Service for Employers](#) and the [Indeed Products Terms of Service](#) associated with any other Indeed service or products you are accessing or using through the IRX Service.

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

### 1. The Indeed Recruiter Extension Service

Use of Indeed Recruiter Extension (“IRX”) service, whether provided in the form of a website, app, or browser extension (collectively the “IRX 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 IRX Service is available on a limited basis, in limited quantities, and in limited locations.

The IRX Service permits Employers to access certain Site features, products, and services from an Employer’s Applicant Tracking System (“ATS”). Such features include viewing Indeed hiring insights about the job that you are creating through your ATS and using Indeed Messaging to message job seekers directly from your browser. To provide its services, the IRX Service interacts with certain web pages (like pages within your Employer’s ATS) that an Employer visits. You control which pages the IRX Service can interact with and access. If you do not want the IRX Service to interact with or access certain web pages, do not permit the IRX Service access to those web pages. It is your sole responsibility to permit or deny the IRX Service access to web pages that you visit. You agree that when you use the IRX Service, Indeed collects, records, processes, analyzes, and stores any and all communications and interactions that you have with and through the IRX Service, and that Indeed may use vendors as an extension of the Site and the IRX Service to collect, record, process, analyze, and store this data. If you, or anyone on your behalf, send or receive communication via the IRX Service (including by sending or receiving communication to/from a job seeker), you agree to the communication being processed, analyzed, reviewed, and stored, including via automated means, for data analysis, quality control, enforcement of the Sites’ rules and other Indeed policies, content moderation, and to improve the IRX Service, the Site, or any other Indeed product or service.

The IRX Service may be provided in the form of a [Chrome extension](#). 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](#). 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 IRX Service is subject to Indeed’s [Privacy Policy](#). 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 IRX Integrations, and for ensuring all such access complies with applicable state, federal, and national laws and regulations.

### 3. Fees

IRX is currently free for Employers. Indeed may, in its sole discretion and at any time, end Employers’ free use of IRX and begin to charge Employers to use IRX 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 IRX 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 IRX Service in accordance with all applicable laws, rules, and regulations; c) your use of the IRX 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 IRX SERVICE AND THE SITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WITH RESPECT TO THE IRX 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, TITLE, SERVICE QUALITY, MERCHANTABILITY, AND FITNESS FOR ANY PURPOSE. YOU USE THE IRX SERVICE AND THE SITE AT YOUR OWN RISK. INDEED DOES NOT GUARANTEE THAT THE SITE OR THE IRX SERVICE WILL ALWAYS BE UNINTERRUPTED, 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 IRX 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 IRX 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 IRX Service, or any information you view, collect, or store through the IRX Service.

**7. Termination**

Indeed may suspend the IRX 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 Affiliate Acceptable Use Policy**

**Last Updated: July 14, 2023**

**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, Jobroll™, 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 data privacy, marketing or advertising laws. Indeed reserves the right, in its sole discretion, to determine whether to compensate any publisher for clicks that occur on their page; Indeed does not compensate for any clicks obtained by any other means, including but not limited to text messages. Unless otherwise agreed by Indeed in writing, Affiliates and Publishers agree that it shall not receive any monetary compensation, including commission payments and payments for clicks.

**2. Restricted Websites**

Program Elements may not be published on, or linked by Affiliates 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; (e) is in violation of any applicable law, or promotes any illegal goods, services or activities; (f) is in violation of the Site Rules or (g) 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) Website that is not directly controlled by Affiliate; or (d) 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, other than the provision of the job search results on Affiliate's website to the end users of that website that generated it; (i) 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 website 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 Ads.

#### **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, such as activities that fraudulently inflate the volume of impressions or clicks. Affiliates shall cooperate with Indeed in any corrective action that Indeed deems necessary to correct and prevent impermissible use of the Program Elements, such as providing Indeed with all information necessary to investigate the suspected violation.

#### **9. Modifications to this Policy**

Indeed may modify this AAUP at any time, without liability, as it deems appropriate in its sole discretion. Your use of Program Elements, after notice that this AAUP has changed indicates acceptance of the updated AAUP.



# Terms FAQ

For more information on Indeed’s Terms, please see our Indeed [Terms FAQ](#).

# AI and AEDT FAQ

For more information on “Automated Employment Decision Tools” and Indeed’s use of AI, please see our [AI and AEDT FAQ](#).

# Privacy Policy

We’ve moved this section to our Privacy Center. Please visit our Privacy Center to view [Indeed’s Privacy Policy](#).

# Cookie Policy

We’ve moved this section to our Privacy Center. Please visit our Privacy Center view [Indeed’s Cookie Policy](#).

Cookies Settings

Currently only available in the EU, Norway, Switzerland, UK, Brazil, and US.

# Your California Privacy Rights

We’ve moved this section to our [Privacy Center](#). Please visit our Privacy Center to view your California privacy rights.

# Privacy FAQ

For more information on Indeed’s approach to privacy, please visit our [Privacy FAQ](#).

# Data Processing Agreement

## Controller to Processor Data Processing Addendum

This Data Processing Addendum (“**Addendum**”) between You and the Indeed entity acting as Processor under Applicable Data Protection Law, is incorporated into our Terms of Service, and solely applies to limited situations where Indeed acts as a Processor of Client Personal Data on your behalf (as Controller).

You (or “**Client**”) and Indeed are referred to collectively as the “**Parties**,” and individually each as a “**Party**.”

### 1. Definitions

Words and expressions used in this Addendum but not defined herein shall have the meanings given to such words and expressions in the GDPR unless otherwise stated herein. Where the Applicable Data Protection Law gives means to such words and expressions that differ from the GDPR, then those meanings in the Applicable Data Protection Law shall apply instead for purposes of compliance with such Applicable Data Protection Law. The following definitions apply to this Addendum unless otherwise specified herein.

**Affiliate** means any entity that directly or indirectly controls, is controlled by, or is under common control with Indeed. “Control” for these purposes means having a majority of shares or the right and ability to direct management. This includes Indeed-affiliated entities located outside the EEA or Switzerland.

**Applicable Data Protection Law** means all laws, regulations, and other legal requirements relating to (i) privacy, data security, consumer protection, marketing, promotion, and text messaging, email, and other communications; (ii) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of Personal Data applicable to the processing of Client Personal Data under

the Agreement including but not limited to General Data Protection Regulation 2016/679 (“**GDPR**”), Federal Data Protection Act of 19 June 1992 (Switzerland), UK Data Protection Act 2018 and UK General Data Protection Regulation (UK GDPR), Japanese Act on the Protection of Personal Information (Act No. 57 of 2003 as amended in 2015) and any US state or federal laws or regulations pertaining to the collection, use, disclosure, security or protection of personal data, or to security breach notification, e.g. The California Consumer Privacy Act, as amended by the California Privacy Rights Act (together the “CCPA”); and binding guidance and / or codes of practice issued by a competent supervisory authority under applicable laws (as defined in the GDPR), or the European Data Protection Board.

**Business Contact Information** means the names, mailing addresses, email addresses, and phone numbers regarding the other Party’s employees, directors, vendors, agents and customers, maintained by a Party for business purposes as further described below.

**Client Personal Data** means Client-owned or controlled personal data provided by or on Your behalf to Indeed or an Indeed affiliate or subcontractor for processing under Applicable Data Protection Law pursuant to the Agreement. Unless prohibited by Applicable Data Protection Law, Client Personal Data shall not include information or data that is anonymized, aggregated, de-identified and/or compiled on a generic basis and which does not name or identify a specific person.

“**Controller**”, “**Consent**”, “**Processor**”, “**Sub-Processor**”, “**Data Subject**”, “**Personal Data**”, “**Processing**” or similar terms shall have the meaning given under Applicable Data Protection Law. For the avoidance of doubt, Processor includes without limitation, a “**Business**” as defined by the CCPA, “**Service Provider**” as defined by the CCPA, and “**business operator handling personal information**” as defined by the APPI. For the purposes of this Addendum Processor shall mean Indeed.

“**EU-US Data Privacy Framework (EU-U.S. DPF)**” means the EU-U.S. Data Privacy Framework Principles, including the Supplemental Principles and Annex I of the Principles issued by the US Department of Commerce effective July 10, 2023.

“**Self-certified and participating organization**” shall have the same meaning as prescribed under the EU-U.S DPF.

**Indeed** means the Indeed entity contracting with You in the context of the Agreement together with all relevant Affiliates.

**Personal Data Breach** means an actual, confirmed breach of security of Client Personal Data that results in the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to such Client Personal Data transmitted, stored or otherwise processed by a Party under the terms of the Agreement.

**Standard Contractual Clauses** means: (i) where the GDPR applies the contractual clauses annexed to the European Commission’s Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (the “**EU SCCs**”); (ii) where the UK GDPR applies, the applicable standard data protection clauses adopted pursuant to Article 46(2)(c) or (d) of the UK GDPR (the “**UK SCCs**”); and (iii) where the Swiss DPA applies, the applicable standard data protection clauses issued, approved or otherwise recognized by the Swiss Federal Data Protection and Information Commissioner (“**FDPIC**”)(the “**Swiss SCCs**”).

**Technical and Organizational Security measures** means those measures as set forth in Appendix B of this Addendum, aimed at protecting Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

**UK GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of Section 3 of the European Union (Withdrawal) Act 2018 and as amended by subsequent legislation.

**UK SCCs Addendum** means the standard contractual clauses addendum issued by the UK Secretary of State for the transfer of Personal Data outside the UK and any amendment or replacement of such standard contractual clauses pursuant to Article 46(5) of the GDPR

For purposes of this Addendum all references to “You”, “Your” or “Client” shall mean You, the individual or organization accessing the Indeed Site in your capacity as an Employer and the Controller and owner of Your Personal Data (as defined above).

2. **Representations and Warranties**

2.1 Each Party represents and warrants that it will comply with the requirements of Applicable Data Protection Law as applicable to such Party with respect to the processing of the Client Personal Data.

2.2 Each Party warrants and represents it has no reason to believe that the Data Protection Law prevents it from providing or receiving any services under the Agreement; and

2.3 Each Party warrants and represents it has the corporate power and capacity to perform its obligations under this Addendum

2.4 You represent and warrant to Indeed that:



2.4.1 You shall comply with and provide all of your obligations under this Addendum in accordance with best industry practice;

2.4.2 You have no reason to believe that Applicable Data Protection Law prevents You from entering into this Addendum or fulfilling any of Your obligations under this Agreement;

2.4.3 You have all necessary authorisations to enable or entitle You to enter into this Addendum, including but not limited to instructions, notices, licenses and consents, and that these have been obtained and are in full force and effect and will remain in such force and effect at all times during the subsistence of this Addendum;

2.4.4 You shall only provide processing instructions that are lawful and You shall have sole responsibility for the accuracy, quality, and legality of Client Personal Data and the means by which it was acquired;

2.4.5 neither the execution and delivery of this Addendum nor Your performance of any of Your obligations hereunder violates any (a) law to which You are subject; (b) judgment or order by which You are bound; (c) constitution or other equivalent constituting documents; or (d) other agreement or instrument which is binding on You or Your assets; and

2.5 Prior to transmitting Client Personal Data to Indeed, You shall inform Indeed of any requirements pertaining to the transmitted Client Personal Data.

2.6 Indeed represents and warrants to You that:

2.6.1 it will process the Client Personal Data (as set out in [Appendix A](#)) only in accordance with your documented processing instructions which may be given from time to time (including as set forth in the Agreement and this Addendum), save as otherwise required by law. The Parties agree that the Agreement and this Addendum, along with the Client's configuration of or any use of any settings, features, or options in the services (as the Client may be able to modify from time to time) constitute the Client's complete and final instructions to Indeed in relation to the processing of Client Personal Data (including for the purposes of the SCCs), and processing outside the scope of these instructions (if any) shall require prior written agreement between the Parties. For the avoidance of doubt, the Client acknowledges and agrees that the documented instructions include the processing of Client Personal Data for the purposes of providing, supporting, and improving Indeed services (including to provide insights and other reporting).

2.6.2 it will promptly notify You if Indeed determines that Your processing instruction violates any Applicable Data Protection Law (provided that nothing herein shall require Indeed to provide legal or regulatory advice or monitor Applicable Data Protection Law as they apply to You).

### 3. Disclosure and Processing of Client Personal Data

3.1 When providing or making available Client Personal Data to Indeed, You shall only disclose or transmit Client Personal Data that is necessary for Indeed to perform the applicable services under the Agreement.

3.2 Following expiration or termination of the provision of services under the Agreement and relating to the processing of Client Personal Data, Indeed shall promptly and securely delete all Client Personal Data (including existing copies) pursuant to its data retention schedule and as required by applicable laws. Notwithstanding the data retention schedule, upon Your written request following the termination of services, Indeed shall destroy all Client Personal Data in our possession, unless otherwise required or permitted by applicable laws.

3.3 All Indeed personnel, including subcontractors, authorized to process the Client Personal Data shall be subject to confidentiality obligations and/or subject to an appropriate statutory obligation of confidentiality.

3.4 You expressly acknowledge and agree that, in the course of providing the services, Indeed may anonymize, aggregate, and/or otherwise de-identify Client Personal Data ("**De-Identified Data**") and subsequently use and/or disclose such De-Identified Data for the purpose of research, benchmarking, improving Indeed's offerings generally, or for another business purpose authorized by Applicable Data Protection Law provided that Indeed has implemented technical safeguards and business processes designed to prevent the re-identification or inadvertent release of the De-Identified Data.

### 4. Security Measures

4.1 Each Party shall implement appropriate technical and organizational security measures to safeguard Client Personal Data from unauthorized or unlawful processing, destruction, loss, alteration, damage or disclosure. The Parties agree:

4.1.1 taking into account the ongoing state of technological development, the costs of implementation and the nature, scope, context and purposes of the processing of the Client Personal Data, as well as the likelihood and severity of risk to individuals, that Indeed's implementation of and compliance with the security measures set out in [Appendix B](#) ("**Technical and Organizational Security Measures**") are sufficient to provide a level of security appropriate to the risk in respect of the processing of the Client Personal Data; and

4.1.2 the Technical and Organizational Security Measures implemented pursuant to this clause 4 and Appendix B are subject to technical progress and development and that Indeed regularly reviews and may update or modify them from time to time in order to ensure that the processing of Client Personal Data is performed in accordance with this Addendum and Applicable Data Protection Law.

**4.2 Personal Data Breach**

If Indeed becomes aware of an actual or suspected Personal Data Breach, of Client Personal Data, Indeed will notify You without undue delay. Indeed will provide You with such information, assistance, cooperation , and taking into account the nature of the services provided and the information available to Indeed, take reasonable commercial steps to: (i) investigate and mitigate the Personal Data Breach and (ii) assist with respect to Your breach notification obligations under any Applicable Data Protection Law. The Parties agree to coordinate in good faith on developing the content of any related public statements and any required notices to the affected data subjects and/or the appropriate regulator in connection with a Personal Data Breach, provided that nothing in this clause shall prevent either party from complying with its obligations under Applicable Data Protection Law.

**5. Audits and Inspections**

Upon written request, Indeed shall make available to You, no more than once annually and strictly at your own cost, information reasonably necessary to demonstrate Indeed’s compliance with its obligations under this Addendum and Applicable Data Protection Law. You shall be solely responsible for determining whether the Services and Indeed’s Security Measures as set forth in [Appendix B](#) will meet your needs, including with respect to any Data Protection Laws.

**6. Data Subject and Supervisory Authority Requests**

To the extent required under Applicable Data Protection Law and taking into account the nature of the services provided, Indeed shall:

6.1 provide such assistance to You as is reasonably requested with respect to Your obligations to comply with requests from Your data subjects to exercise their rights under Applicable Data Protection Law. Indeed shall notify You without delay upon receipt of any request by a data subject to exercise his or her rights under Applicable Data Protection Law in respect of any Client Personal Data. Indeed will not independently respond to such requests from Your data subjects except where otherwise required by Applicable Data Protection Law. You undertake to inform Indeed (as the processor / service provider) of any data subject (or consumer) request received and shall provide Indeed with the necessary information to allow Indeed to comply with the request when required to do so; and

6.2 notify You of all enquiries or communications from a competent supervisory authority that Indeed receives which relate to Client Personal Data processed in connection with providing the services and under this Addendum and the Agreement unless prohibited from doing so at law or by a regulator. You shall be responsible for all communications or correspondence with the competent supervisory authority in relation to Your role as Controller of Client Personal Data under Applicable Data Protection Law and, to the extent permitted by law.

**7. Privacy Impact Assessments and Prior Consultation**

To the extent required under Applicable Data Protection Law and taking into account the nature of the services provided and the information available to Indeed, and to the extent You do not otherwise have access to the relevant information, Indeed shall provide reasonable assistance to You as reasonably requested with respect to Your obligations to conduct privacy / data protection impact assessments with respect to the processing of Client Personal Data.

**8. Subprocessors**

You generally authorize the engagement of Subprocessors by Indeed and a list of existing Subprocessors (to the extent that Subprocessors shall be used) may be made available on request. Indeed shall enter into a written agreement with each Subprocessor(s) that imposes on the Subprocessor the same data protection obligations that are imposed on Indeed pursuant to this Addendum. You shall promptly, and in any event within 10 business days, notify Indeed in writing of any reasonable objection to such changes / appointment. You acknowledge that Indeed’s Subprocessors are essential to provide the services and that if You object to Indeed’s use of a Subprocessor, then notwithstanding anything to the contrary in the Agreement, Indeed will not be obligated to provide the services to You for which Indeed uses that Subprocessor and any adjustments required by You shall be at your cost. Any disagreements between the Parties shall be resolved via the contract dispute resolution procedure.

**9. Transfers**

**9.1 Transfers of EEA/Swiss Data**

To the extent that GDPR and complementary data protection laws in EU member countries (“EU Data Protection Law”) applies to the processing of Client Personal Data, Indeed agrees that it will not transfer Client Personal Data out of the EEA and/or Switzerland to a country that has not been identified by the European Commission or a Supervisory Authority under EU Data Protection Law as a country



that provides an adequate level of data protection except where Indeed has ensured appropriate safeguards are in place, such as the Standard Contractual Clauses approved by the European Commission unless otherwise required by applicable law. Indeed and You hereby enter into the Standard Contractual Clauses (as further set out in the [Schedule](#) to this Agreement) in respect of such transfers.

**9.2 Transfers of UK Data**

Subject to subsection 9.4 below, the Parties shall rely on the UK Standard Contractual Clauses as amended from time to time by the Information’s Commissioner Office (the “**UK SCCs**”), to protect Client Personal Data being transferred from the United Kingdom (UK) to a country outside the UK not recognized as providing an adequate level of protection for personal data. You, acting as data exporter, shall execute, or shall procure that Your relevant entities execute, such UK SCCs with the relevant Indeed entity or a third-party entity, acting as a data importer.

**9.3 Transfers of non-EEA/Swiss/UK Data**

In the event that Client Personal Data is to be transferred outside the country of origin in connection with the provision of Services under the Agreement and this country is not located within the EEA, Switzerland or the United Kingdom, the Parties will work together expeditiously and in good faith to establish the appropriate transfer mechanism to be implemented, as required by applicable Data Protection Law.

**9.4 Transfers of non-EEA/Swiss/UK Data**

Indeed self-certifies to and complies with the EU-U.S. Data Privacy Framework program (EU-U.S. DPF (which is detailed here: <https://www.dataprivacyframework.gov/>), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework program (Swiss-U.S. DPF), as administered by the US Department of Commerce, and Indeed shall during the term of the Agreement maintain its self-certification to and compliance with the Frameworks (or successor frameworks) with respect to the Processing of Client Personal Data that is transferred from the EEA, UK or Switzerland to the United States, and provide Customer Personal Information with at least the same level of protection as required under the EU-U.S. DPF, including without limitation the Onward Transfer Principle. Indeed further agrees to process Client Personal Data only (i) for the limited and specified purposes consented to by the data subjects and set out in this Agreement (ii) in accordance with this Agreement, and the EU-U.S DPF Principles and (iii) taking into account the nature of the processing, assists the controller in responding to individuals exercising their rights under the DPF Principles.

**9.5 Transfer Mechanism**

In the event that the transfer mechanisms agreed by the Parties herein are amended, replaced, or cease to be authorized as a means to provide “adequate protection” with respect to transfers of Client Personal Data, the Parties will work together expeditiously and in good faith to establish another valid transfer mechanism and/or implement supplementary measures as needed to establish appropriate safeguards for such data. Any impacts on the terms of the Agreement and the provision of the services caused by such new requirements will be addressed by the Parties in accordance with Section 16 (Changes in Laws) below.

**10. California Consumer Privacy Act**

10.1 The following shall apply to the extent that the CCPA is applicable. Indeed shall: (i) not sell or share any Client Personal Data (as defined by CCPA); (ii) not retain, use or disclose any such Client Personal Data for any purpose other than business purpose(s) specified in accordance with the Agreement, unless permitted by law; (iii) not retain, use or disclose such Client Personal Data outside the direct business relationship between Indeed and Client, as set forth in the Agreement, unless otherwise permitted by law; (iv) provide the same level of privacy protection required of Client by the applicable obligations under CCPA for Client Personal Data ; (v) notify the Client if it can no longer meet its obligations under the CCPA and will work with the Client to take reasonable and appropriate steps to stop and remediate unauthorized use of Client Personal Data.

10.2 Client agrees that execution of the Agreement by Indeed shall be deemed to constitute any certification that is required under applicable Data Protection Laws to the restrictions on sale, retention, use, or disclosure of Client Personal Data.

**11. Use of Business Contact Information**

Each Party consents to the other Party using its Business Contact Information for contract management, payment processing, service offering, and business development purposes, including business development with partners, and such other purposes as set out in the using Party’s global data privacy policy (copies of which shall be made available upon request). For such purposes, and notwithstanding anything else set forth in the Agreement or this Addendum with respect to Client Personal Data in general, each Party shall be considered an independent Controller with respect to the other Party’s Business Contact Information and shall be entitled to transfer such information to any country where such Party’s global organization operates.

**12. Disclaimer of Liability**

Indeed will not be liable for any claim brought by a data subject arising from or related to Indeed or its Affiliates action or omission to the extent that Indeed was acting in accordance with Your instructions.

13. **Governing Terms**

13.1 This Addendum represents the entire agreement between the Parties in relation to its subject-matter and all previous representations, agreements and statements are hereby excluded.

13.2 For avoidance of doubt and without prejudice to the rights of any data subjects thereunder, this Addendum and any Standard Contractual Clauses (or other data transfer agreements) that the Parties or their affiliates may enter into in connection with the services provided pursuant to the Agreement will be considered part of the Agreement and the liability terms set forth in the Agreement will apply to all claims arising thereunder.

13.3 In the event of any conflict or ambiguity between terms of this Addendum and terms of the Agreement, the terms of the Addendum shall prevail. In the event of any conflict or ambiguity between terms of this Addendum and terms of the Standard Contractual Clauses, the terms of the Standard Contractual Clauses shall prevail. All other terms and conditions within the Agreement remain unchanged and in full force and effect.

14. **Severability**

Each and every provision of this Addendum is severable and distinct from the others and if at any time any provision of this is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of this Addendum.

15. **Notices and Variation**

All notices, consents, demands, and other communications required or permitted to be given by either Party under this Addendum shall be in writing. No amendment to this Addendum will be effective unless in writing and signed by both Parties.

16. **Changes in Laws**

In the event of (i) any newly enacted Applicable Data Protection Law, (ii) any change to an existing Applicable Data Protection Law (including generally-accepted interpretations thereof), (iii) any interpretation of a new or existing Applicable Data Protection Law by You, or (iv) any material new or emerging cybersecurity threat, which individually or collectively requires a change in the manner by which Indeed is delivering the services to You, the Parties shall agree in writing upon how Indeed’s delivery of the services will be impacted and shall make equitable adjustments to the terms of the Agreement and the Services in accordance with any change procedures as may be agreed to by the Parties.

17. **Governing Law and Jurisdiction**

17.1 The jurisdiction of this Addendum shall be the jurisdiction of the Agreement. In the event there is no jurisdiction clause in the Agreement, any dispute or claim in connection with this Addendum shall be governed by and construed in accordance with:

17.1.1 in the case of the contracting Indeed entity being in the US, the laws of the state of Texas,

17.1.2 in the case of the contracting Indeed entity being outside the US, the laws of Ireland, and each of the Parties hereby consent to the exclusive personal jurisdiction (including non-contractual disputes or claims) of the federal or state courts located in Travis County, Texas, U.S.A, if the Data Processor is located in the United States of America, or Dublin, Ireland, if the Data Processor is located elsewhere.

**SCHEDULE**

**EEA STANDARD CONTRACTUAL CLAUSES**

- 1. The relevant Controller-Processor Standard Contractual Clauses (Module 2) are available at: <https://hrtechprivacy.com/c2pscc>
- 2. For the purposes of entering the Standard Contractual Clauses:
  - a) The optional Clause 7 shall not apply
  - b) Option 2 of Clause 9 (Use of sub-processors) shall apply.



- c) The description of the transfer of Personal Data in Appendix A of this Agreement shall be deemed to be inserted in place of Annex I of the Standard Contractual Clauses;
- d) Appendix B of this Agreement shall be deemed to be inserted in place of Annex II of the Standard Contractual Clauses.

UK STANDARD CONTRACTUAL CLAUSES

1. The UK SCCs Addendum is available at: <https://hrtechprivacy.com/uk-scc>
2. For the purposes of entering the UK SCCs Addendum:
- a) The information contained in Appendix A of this Agreement shall be deemed to apply to Tables 1, 2 and 3 of the UK Standard Contractual Clauses; and
- b) The information contained in Appendix B of this Agreement shall be deemed to apply to the final row (Annex II) of Table 3 of the UK Standard Contractual Clauses.

APPENDIX A

A. LIST OF PARTIES

Data Exporter(s) / Client:

Name:  
Address:  
Contact Name, Position, Details:  
Relevant Activities:  
Roles:

Data Importer:

Name:  
Indeed Ireland Operations Limited  
Address:  
Block B, Capital Dock, 80 Sir John Rogerson’s Quay, Dublin 2, D02 HE36 Ireland  
Contact:  
Indeed Ireland Operations Limited  
ATTN: Data Protection Officer  
Block B, Capital Dock  
80 Sir John Rogerson’s Quay  
Dublin 2, D02 HE36  
Ireland

Relevant Activities:  
Indeed is engaged in the business of providing a web-based platform and related services for job seekers to upload resumes and search for jobs, and for businesses to post jobs, link jobs and locate candidates (the “Indeed Services”).  
Role:  
Processor

B. DESCRIPTION OF TRANSFER

Categories Data Subjects

The personal data transferred concern the following categories of data subjects: Individuals about whom Personal Data is provided to Indeed via the Services by (or at the direction of) Client, which may include without limitation Client’s or its Affiliates’ employees, contractors, and end users.  
Purposes of the transfer(s)

The transfer is made for the following purposes: Indeed will only process Client Personal Data as Processor for the following purposes and only when necessary and proportionate to comply with the Client’s instructions: Providing and updating the Services as licensed, configured, and used by Client and its users, including through Client’s use of Indeed settings, administrator controls or other Service functionality; Securing and real-time monitoring the Services; Resolving issues, bugs, and errors; Providing Client requested support, including applying knowledge gained from individual Client support requests to benefit all Indeed Clients but only to the extent such knowledge is anonymized as set out in the Agreement and this Appendix A detailing the subject matter, nature, purpose, and duration of Personal Data Processing in the Controller to Processor capacity; Any other documented instruction provided by Client and acknowledged by Indeed as constituting instructions for purposes of this Addendum.

**Categories of Personal Data**

Depending on the Services you use, the personal data transferred may primarily concern the following categories of data:

**Indeed Account Information:** Data associated with the end user’s Indeed account, password, company name, and Client’s preferences. This will include: Indeed unique user ID, social media login (optional), and display name.

**Client Authentication Data:** This may include username and password unless Single Sign On (SSO) is used.

**Interview Content.** This may include video, audio, transcripts, interview notes, and interview questions.

**Chat Messages.** Content sent between users on an Indeed hosted video platform (e.g. Indeed Interview)

**Calendar Information.** This may include meeting schedules and event information made available through Client controlled integrations (e.g. Outlook, Google Calendar).

**Candidate Materials:** Data that Job Seekers disclose to employers in the hiring process. This data may include applications, which generally contain job seeker resumes, screening data (such as answers to screener questions or assessment results), cover letters, and any other data a job seeker agrees to share with Employers when they express interest in employment opportunities, for example, by applying or registering for events.

**Employer Materials:** This may include recruiter profiles, disposition information and employers’ notes about candidates, and candidate preferences.

**Interview Metadata:** This may include information about your interview product usage, such as frequency, quality, timezone, attendance, and duration of events, as well as network activity and sample text you save to dash.

**Device and Network information:** Information about your desktop and mobile device, which may include network data, operating system, user agent, MAC / IP address, and service logs.

**User Feedback and Satisfaction Data:** This may include ratings and plain text feedback on how we can improve our services.

**Frequency of the transfer (e.g. whether the data transfer is a one-off or continuous basis)**

Continuous

**Special categories of personal data (if appropriate)**

Special categories are not required to use the Services. Such special categories of data include, but may not be limited to, Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical belief, genetic or biometric data, data concerning your health or sexual orientation. To the extent such sensitive data is submitted, it is determined and controlled by Client in its sole discretion.

**Duration of processing**

The applicable term of the Agreement unless otherwise required by law.

**Nature and Subject Matter of the Processing**

*Indeed will process Client Personal Data for the purposes of providing the Services to Client in accordance with the Addendum.*

**Retention period (or, if not possible to determine, the criteria used to determine that period)**

The applicable term of the Agreement unless otherwise required by law.

**C. COMPETENT SUPERVISORY AUTHORITY**

**Identify the competent supervisory authority/ies in accordance with Clause 13 of the SCCs:**

The competent supervisory authority, in accordance with Clause 13 of the EU SCCs, must be (i) the supervisory authority applicable to the data exporter in its EEA country of establishment or, (ii) where the data exporter is not established in the EEA, the supervisory authority applicable in the EEA country where the data exporter’s EU representative has been appointed pursuant to Article 27(1) of the GDPR, or (iii) where the data exporter is not obliged to appoint a representative, the supervisory authority applicable to the EEA country where the data subjects relevant to the transfer are located.

With respect to Personal Data to which GDPR applies, the competent supervisory authority is the Irish Data Protection Commission.

With respect to Personal Data to which the UK GDPR applies, the competent supervisory authority is the Information Commissioners Office (the “ICO”).

With respect to Personal Data to which the Swiss DPA applies, the competent supervisory authority is the Swiss Federal Data Protection and Information Commissioner.



# APPENDIX B

## TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

In accordance with the Agreement, the Data Processor will adopt and maintain appropriate (including organizational and technical) security measures in dealing with Personal Data in order to protect against unauthorized or accidental access, loss, alteration, disclosure or destruction of such data, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

In determining the technical and organizational security measures required under the Agreement, the Data Processor will take account of the state of the art, the costs of implementation, and the nature, scope, context, and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

The Data Processor will maintain the following specific security measures, as applicable:

### ORGANIZATION OF INFORMATION SECURITY – Management direction and support for information security

- Policies for information security are documented and published.
- Chief Security Officer is appointed with responsibility for coordinating and monitoring security rules and procedures.
- Security roles and responsibilities are defined and allocated.
- Maintained information on third-party contact information to be used to report a security incident, such as Law Enforcement, relevant government departments, vendors, and Information Sharing and Analysis Center (ISAC) partners.

### HUMAN RESOURCE SECURITY – Employee responsibilities for information security

- Background checks are conducted on candidates for employment in accordance with relevant laws, regulations and ethics based on job title and location.
- Terms and conditions of employment for every employee require acknowledging Company Guidelines which include Acceptable Use Policy, Employee Privacy Notice and Code of Conduct.
- Information security and privacy awareness, education, and training is conducted on hire and annually thereafter.
- Formal disciplinary process is documented, communicated, and acknowledged by new hires and employees annually.

### ASSET MANAGEMENT – Identification and management of organizational assets

- Assets associated with data processing have been identified and an inventory is maintained.
- Rules for acceptable use have been documented, communicated, and acknowledged by new hires and employees annually.
- Sensitive data has been classified in terms of legal requirements to allow for access to be restricted.

### LOGICAL SECURITY – Access control to information processing systems

- Access to information and information processing facilities is limited and controlled to only that data minimally necessary to perform the users’ job duties.
- A formal user registration and de-registration process is in place enforcing unique identification of users.
- Allocation and use of privileged access rights are restricted and controlled.
- Users are required to follow secure practices in the use of authentication information including password configurations providing for a minimum length of 10 characters. Password history of 12. Complexity requiring 3 out of the following 4 character types: Capital Letters, Lowercase Letters, Numbers, Special Characters.
- Automatic time-outs of accounts if left idle, with identification and password required to reopen.
- Automatic deactivation of user IDs when several incorrect passwords are entered.
- Multi-factor authentication (i.e., requiring at least two factors to authenticate a user) for remote access over virtual private network (VPN) to any network, system, application, or other asset containing classified information.

### PHYSICAL SECURITY – Access and environmental control of information processing areas

- Security perimeters are defined and used to protect areas that contain restricted or confidential information and information processing facilities.
- Secure areas are protected by entry controls to ensure only authorized personnel are allowed access.
- Access to information processing facilities is logged and monitored by security.
- Physical protections against natural disasters, malicious attacks, and accidents are applied.

### OPERATIONS SECURITY – Secure operations of information processing facilities

- Changes to information processing facilities are controlled.
- Centrally managed anti-malware software to monitor and defend information processing facilities.
- Logging enabled on information processing facilities to include detailed information such as event source, date, user, timestamp, source addresses, destination addresses with synchronized time sources.
- Periodic internal and external penetration testing of information processing systems is performed to identify vulnerabilities. Identified vulnerabilities are addressed as part of the vulnerability management program.
- A process to timely identify and remediate system, device, and application vulnerabilities through patches, updates, bug fixes, or other modifications to maintain the security of Personal Data.

#### **NETWORK SECURITY – Security of information transmission**

- Use of industry standard firewall and encryption technologies to protect the gateways and pipelines through which the data travels (e.g. TLS/SSL).
- Encryption of certain highly confidential data (e.g., personally identifiable information such as National ID numbers, credit or debit card numbers) at rest and when in transit across open networks in accordance with industry best practices.

#### **APPLICATION SOFTWARE SECURITY – Information Security is designed and implemented within systems development**

- Separation of development, testing and operational environments.
- Secure coding practices appropriate to the programming language and development environment are in use.
- Error checking is performed and documented for all input, including for size, data type, and acceptable ranges or formats.
- Verification of versions of software acquired from third parties are supported or appropriately hardened based on developer security recommendations.
- Software development personnel receive OWASP training in writing secure code.
- Static and dynamic analysis tools are used to verify that secure coding practices are being adhered to for internally developed software.

#### **THIRD PARTY RELATIONSHIPS – Security of information and information processing facilities accessible by third parties**

- Information security requirements for mitigating risks associated with third party access to information and information processing facilities are agreed to in writing.
- Third parties and third party services are assessed by security to identify security and data protection risks that must be addressed through either organizational or technical measures during contracting or implementation.

#### **INCIDENT MANAGEMENT – Management of information security incidents**

- Responsibilities and procedures for incident management are documented to define the roles of personnel as well as the phases of incident handling.
- Users are trained to report observed or suspected information security weaknesses and events to security immediately.
- Response to security incidents are conducted in accordance with documented procedures and retrospectives are conducted.
- Incident response exercises and scenarios are conducted periodically to maintain awareness and comfort in responding to real-world threats. Exercises test communication channels, decision-making, and incident responder's technical capabilities using tools and data available to them.

#### **AVAILABILITY – Redundancy of information processing facilities and backup of information**

- Information, software, and system information are backed up regularly and are tested periodically.
- Backups are encrypted and replicated across geographic locations to provide for redundancy.

#### **COMPLIANCE – Compliance with legal and contractual requirements and information security reviews**

- Relevant legal and contractual requirements are documented and kept up to date of information processing facilities.
- Independent reviews of information security and its implementation are conducted on a periodic basis.
- Technical compliance reviews of information systems are conducted on a periodic basis to identify compliance with organizational policies and standards.

## **We're here to help**

Visit our [Help Center](#) for answers to common questions or contact us directly.



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