

TERMS

RECRUITIFI, INC. ("**RECRUITIFI**") OPERATES THE WEBSITE AT WWW.RECRUITIFI.COM (THE "**SITE**") AND PROVIDES THE SERVICE AND FUNCTIONALITY MADE AVAILABLE ON OR THROUGH THE SITE ("**SERVICE**"). RECRUITIFI'S SITE AND SERVICE INVOLVES THREE DISTINCT SETS OF USERS ("**USERS**"): (I) AN EMPLOYER ("**EMPLOYER**"), WHO CREATES POSITIONS ON RECRUITIFI SEEKING CANDIDATES FOR EMPLOYMENT (EACH, A "JOBCAST"); (II) AN AGENCY RECRUITER ("**RECRUITER**"), WHO SUGGESTS AND SUBMITS CANDIDATES TO FILL THE JOBCASTS; AND (III) A CANDIDATE ("**CANDIDATE**"), WHO IS AN INDIVIDUAL SUGGESTED BY RECRUITERS TO FILL A JOBCAST AND BE HIRED BY EMPLOYERS. ALL EMPLOYERS AND RECRUITERS ARE REQUIRED TO AGREE TO THE TERMS. BY CLICKING THE "SIGN UP" BUTTON, ACCEPTING THESE TERMS IN WRITING, OR USING RECRUITIFI'S SITE AND/OR ANY SERVICES RELATING TO THESE TERMS, USERS AGREE TO THESE TERMS OF SERVICE.

Users may not use the Service, or accept these Terms, if (a) Users are not of legal age to form a binding contract with Recruitifi; or (b) Users are prohibited by law or a contract or agreement they have with another company or entity from receiving or using the Service. If Users are entering into these Terms on behalf of a company or other legal entity, Users represent that Users have the authority to bind such entity to these Terms.

Based on the kind of User you are, certain additional terms will apply ("**Additional Terms**"). Such Additional Terms are incorporated by reference herein as applicable. If there is any conflict between these Terms and the Additional Terms, the Additional Terms take precedence in relation to the Service. These Terms, and any applicable Additional Terms, are referred to herein as the "**Terms.**"

Recruitifi may change elements of its Service from time to time at its sole discretion. Should Recruitifi make any substantial changes to these Terms, Recruitifi will notify Users by sending an email to the last email address Users provide to us or by posting notice of the change on the Site. Any material changes to these Terms will be effective immediately for any and all subsequent JobCasts and Submissions (defined in the Additional Terms) but will not affect any JobCast existing prior to the date of such notice. Recruitifi may require User to provide consent to the updated Terms in a specified manner before further use of the Service is permitted. Otherwise, Users' continued use of the Site or the Service constitutes Users' acceptance of the changes. Please regularly check the Site to view the then-current Terms. If Users object to the revision, Users' sole and exclusive remedy will be to cease use of the Service.

1 LICENSE GRANT AND RESTRICTIONS.

1.1 License Grant.

Subject to the terms and conditions of these Terms, Recruitifi grants Users a non-exclusive, non-transferable license to use the Service solely for Users' internal business purposes for the duration of the Term as defined below.

1.2 Limitations.

Users agree that Users will not: (a) permit any third party to access and/or use the Service; (b)

rent, lease, loan, or sell access to the Service to any third party; (c) interfere with, disrupt, alter, translate, or modify the Service or any part thereof, or create an undue burden on the Service or the networks or services connected to the Service, including any external websites that are linked to via the Service; (d) reverse engineer or access the Service in order to (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions or graphics of the Service, or (iii) copy any ideas, features, functions or graphics of the Service; (e) without Recruitifi's express written permission, introduce software or automated agents or scripts to the Service so as to produce multiple accounts, generate automated searches, requests and queries, or to strip or mine data from the Service; (f) perform or publish any performance or benchmark tests or analyses relating to the Service or the use thereof; or (g) cover or obscure any page or part of the Service via HTML/CSS, scripting, or any other means, if any.

Except as expressly set forth herein, no express or implied license or right of any kind is granted to Users regarding the Service or any part thereof. In addition, Users agree not to use, or encourage or permit others to use, the Site or Service to (w) stalk and/or harass another; (x) harm minors in any way; (y) impersonate any person or entity, or falsely state or otherwise misrepresent Users' affiliation with a person or entity; or (z) engage in any chain letters, contests, junk email, pyramid schemes, spamming, surveys or other duplicative or unsolicited messages (commercial or otherwise).

1.3 Usernames and Passwords.

Except as set forth in section 1.5, Recruitifi will provide Users with a unique username and password to enable access to the Service pursuant to these Terms. Users will: (a) provide true, accurate, current and complete information as prompted by Recruitifi's registration form (including a valid email address) when registering on the Service and creating an "**Account**"; (b) be responsible for the confidentiality and use of Users' username and password; (c) not share, transfer or resell Users' Account or use of or access to the Service to any third party; and (d) keep all information in Users' Account true, accurate, current and complete. Users agree not to create an Account using a false identity or information, or on behalf of someone other than the User. Users agree that Users will not have more than one Account at any given time. Users agree not to create an Account or use the Service if Users have been previously removed by Recruitifi, or if Users have been previously banned from the Service. Recruitifi reserves the right to terminate any username and password, which Recruitifi reasonably determines may have been used by an unauthorized third party. Only Employers and Recruiters can create an Account. Notwithstanding anything to the contrary herein, Users acknowledge and agree that Users will have no ownership or other property interest in Users' Account, and Users further acknowledge and agree that all rights in and to Users' Account, other than Users' Content as defined below, are and will forever be owned by and inure to the benefit of Recruitifi.

1.4 IP Ownership.

The Service and any of the Recruitifi's proprietary technology, including software, hardware, products, processes, algorithms, user interfaces, know-how, technologies, designs and other tangible or intangible technical material or information made available to Users by Recruitifi in providing the Service and as well as any intellectual property rights therein (the "**Recruitifi Technology**") is the exclusive property of Recruitifi or its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Users regarding the Service or the Recruitifi Technology, or any part thereof, including any right to obtain possession

of any source code, data or other technical material relating to the Recruitifi Technology. All rights not expressly granted to Users are reserved to Recruitifi. Ownership of all work product, developments, inventions, technology or materials provided by Recruitifi under these Terms will be solely owned by Recruitifi. Recruitifi, in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Users to Recruitifi in connection with the Service (all such comments and suggestions, collectively, "**Feedback**"). Users hereby grant Recruitifi a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback into Recruitifi products and services.

2 RECRUITIFI'S ROLE.

USERS ACKNOWLEDGE AND AGREE THAT RECRUITIFI MERELY PROVIDES A TECHNOLOGY PLATFORM AND IS NOT RESPONSIBLE FOR HIRING DECISIONS. EACH EMPLOYER MAKES AND SOLELY CONTROLS ALL DECISIONS WITH RESPECT TO HIRING OR NOT HIRING PRESENTED CANDIDATES.

3 FEES.

Certain features of Recruitifi's Service require the payment of fees. All fees will be described and set forth in the Additional Terms based on the type of User you are. Where applicable, Users agree to provide Recruitifi with complete and accurate billing and contact information. This information includes Users' legal company name, street address, email address and name and telephone number of an authorized billing contact, and the User's bank name, and bank account and ABA numbers. Users agree to immediately update this information upon any change to it. If the contact information Users have provided is false or fraudulent, Recruitifi may terminate Users' access to the Service in addition to any other legal remedies.

4 CONTENT AND CONDUCT.

4.1 User Content.

Users acknowledge that all content, information, data, text, files, images, or other materials ("**Content**") is the sole responsibility of the party from whom such Content originated. This means that Users, and not Recruitifi, are entirely responsible for all Content the Users provide or make available through the Service ("**User Content**"), and other Users are similarly responsible for Content they make available ("**Other User Content**"). Except as set forth in any Additional Terms, Users may not distribute or sell, rent, lease, license or otherwise make any Other User Content available to others. Users acknowledge that Recruitifi has no obligation to pre-screen Content (including User Content and Other User Content), although Recruitifi reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Terms, Users hereby provide Users' irrevocable consent to such monitoring. In the event that Recruitifi pre-screens, refuses or removes any Content, Users acknowledge that Recruitifi will do so for Recruitifi's benefit, not Users'. Without limiting the foregoing, Recruitifi will have the right to remove any Content in our sole discretion, including Content that violates the Terms, applicable law, or is otherwise objectionable. Users should keep and maintain Users' own copy of all Users' Content that is provided to the Service and Recruitifi as Recruitifi is not obligated to and back up any Content that is posted on the Service.

4.2 Content License.

Users grant Recruitifi a non-exclusive, worldwide, royalty-free and fully paid license to use User Content, as necessary, for purposes of providing the Service to Users. All rights in and to the User Content not expressly granted to Recruitifi in these Terms are reserved by Users. Users will procure all rights and privileges to obtain and transfer all User Content to Recruitifi under these Terms. The provision of such data will be in compliance with all applicable laws and regulations, including all privacy laws and regulations. Users represent and warrant that User Content will not: (i) contain any viruses, worms or other malicious computer programming codes able to damage the Service; or (ii) otherwise violate the rights of a third party. Recruitifi has no way to review or monitor, and does not approve, endorse or make any representations or warranties with respect to the use of User Content. Users provide User Content at Users' own risk. Recruitifi requires all Employers and Recruiters to enter into these Terms; however, despite such contractual obligations, Recruitifi cannot and does not control how other Users use User Content once viewed on or through the Service. Users acknowledge such potential unauthorized use of User Content as a condition of using the Service. Please notify Recruitifi if Users become aware of any such unauthorized use.

4.3 Aggregate Data.

Users hereby grant to Recruitifi a right to use User Content to create anonymized aggregated data, industry reports and/or statistics ("**Aggregate Data**") to be used for Recruitifi's business purposes and industry reporting and education; provided, however, that such Aggregate Data will not: (a) personally identify Users, any other User or any other individual; or (b) otherwise enable a third party to determine which portion of the Aggregate Data is attributable to Users. As between the parties, Recruitifi will own all right, title and interest in and to the Aggregate Data.

4.4 User Responsibility.

Users will engage in all undertakings related to these Terms in a professional manner in accordance with industry standards. Without limiting the foregoing, Users will comply at all times with all applicable laws and regulations of any jurisdiction where Users act in performance of these Terms, including: (a) laws on background checks; (b) data protection laws; and (c) U.S. and foreign anti-corruption laws, including the U.S. Foreign Corrupt Practices Act (FCPA). Users, Users' agents, or anyone acting on Users' behalf may NOT offer, promise or provide any item of value, pay bribes, or make improper payments to public officials directly or indirectly in order to: obtain new business, retain existing business, and/or secure any improper advantage. Any accepted local practices to the contrary are inapplicable.

4.5 Data Security.

Recruitifi shall maintain reasonable administrative, physical, electronic and managerial procedures appropriate to Recruitifi's size and structure and that are designed to appropriately protect the confidentiality, integrity, and availability of information that Recruitifi accesses or that Recruitifi collects, receives from, or maintains on behalf of its clients. Such shall include, but are not limited to, (a) access controls, including password change controls, to ensure access to information resources is granted on a need to know and least privileged basis to prevent unauthorized access or disclosure of information, (b) device and software management controls to guard against viruses and other malicious or unauthorized software, (c) industry standard encryption safeguards as appropriate and where required by law, (d) logging procedures to proactively record user and system activity for routine review, and (e) facility access and

protection controls to limit physical access to information resources and guard against environmental hazards (e.g., water or fire damage). Recruitifi shall continuously review such procedures and technology to ensure they remain consistent with industry standards. Recruitifi shall notify Employer immediately upon any breach of the security of data in the custody of Recruitifi or any of its third-party service providers of which it becomes aware. Recruitifi shall permit Employer, upon reasonable advance written notice, to audit or review such procedures and technology.

4.6 Content Provided by Other Users.

Recruitifi is not responsible for and does not control Other User Content. Recruitifi has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to Other User Content. Users use all Other User Content and interact with other Users at Users' own risk.

4.7 User Interactions.

Users are solely responsible for Users' interactions with other Users of the Service and any other parties with whom Users interact through the Services; provided, however, that Recruitifi reserves the right, but has no obligation, to intercede in such disputes. Users agree that Recruitifi will not be responsible for any liability incurred as the result of such interactions. Recruitifi will have final determination as to the outcome of any dispute related to the Service. Users will indemnify Recruitifi from a claim by any third party (including any User) related to Users' breach of these Terms.

5 DISCLAIMER.

5.1 Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS," AND RECRUITIFI MAKES NO (AND HEREBY DISCLAIMS ALL) WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SERVICE (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO USERS BY RECRUITIFI. RECRUITIFI DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

- a. EXCEPT AS EXPRESSLY PROVIDED HEREIN RECRUITIFI MAKES NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SERVICE WILL MEET USERS' REQUIREMENTS; (2) USERS' USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; OR (4) ANY ERRORS IN THE SERVICE WILL BE CORRECTED. RECRUITIFI DOES NOT GUARANTEE IN ANY WAY THAT ANY EMPLOYER WILL FILL A JOBCAST OR THAT A RECRUITER WILL FIND A JOB FOR A CANDIDATE OR OBTAIN A CERTAIN AMOUNT (OR ANY) REVENUE THROUGH THE SERVICE.
- b. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE

SERVICE IS ACCESSED AT USERS' OWN RISK, AND USERS WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO USERS' PROPERTY OR PERSON, INCLUDING USERS' COMPUTER SYSTEM AND ANY DEVICE USERS USE TO ACCESS THE SERVICE, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

- c. USERS ARE SOLELY RESPONSIBLE FOR ALL OF USERS' COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICE. USERS UNDERSTAND THAT RECRUITIFI DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SERVICE.

5.2 Internet Delays.

THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. RECRUITIFI IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

6 LIMITATION OF LIABILITY.

6.1 Types of Damages.

TO THE EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, EXCEPT FOR THE INDEMNITIES PROVIDED IN SECTION 15, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES OR COSTS DUE TO LOSS OF PROFITS, DATA, USE OR GOODWILL, PERSONAL OR PROPERTY DAMAGE RESULTING FROM OR IN CONNECTION WITH RECRUITIFI'S PERFORMANCE HEREUNDER OR THE USE, MISUSE, OR INABILITY TO USE THE SERVICE OR OTHER PRODUCTS OR SERVICES HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF RECRUITIFI HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT WILL RECRUITIFI BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR SERVICES.

6.2 Amount of Damages.

EXCEPT FOR THE INDEMNITIES PROVIDED IN SECTION 15 AND SECTION 22, THE MAXIMUM LIABILITY OF ANY PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THESE TERMS WILL NOT EXCEED THE GREATER OF: (A) ONE HUNDRED DOLLARS (\$100.00); AND (B) THE FEES EXCHANGED BETWEEN THE TWO PARTIES, LESS ANY FEES THAT HAVE BEEN PAID OR ARE OWED TO OTHER USERS, DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THESE TERMS WILL NOT INCREASE THE PARTY'S LIABILITY.

6.3 Basis of the Bargain.

The parties agree that the limitations of liability set forth in this section will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been set and these Terms entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

6.4 Additional Rights.

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Users.

7 TERMINATION.

7.1 Term.

These Terms will continue to apply until terminated by either Users or Recruitifi as set forth below (the "**Term**").

7.2 Termination by User.

If Users want to terminate Users' agreement with Recruitifi anytime by emailing Recruitifi at support@recruitifi.com.

7.3 Termination by Recruitifi.

Recruitifi may at any time terminate these Terms and Users' access to the Service by notifying Users in writing at any time if (a) Users have breached any provision of these Terms (or have acted in a manner that clearly shows Users do not intend to, or are unable to, comply with these Terms); (b) Recruitifi is required to do so by law (for example, where the provision of the Site or Service to Users is, or becomes, unlawful); (c) the provision of the Service to Users by Recruitifi is no longer commercially viable; or (d) Recruitifi has elected to discontinue the Site or the Service (or any part thereof).

7.4 Effect of Termination.

Termination of Users' account includes: (a) removal of access to all offerings within the Service; (b) deletion of Users' password and all related information; and (c) barring of further use of the Service. Upon expiration or termination, Users will promptly discontinue use of the Site and the Service. Recruitifi reserves the right to terminate any JobCasts as a result of any such termination. Should the Employer terminate the Agreement or should Recruitifi terminate the Agreement for causes described in 7.3 (a) or 7.3 (b) above, Employers will not be refunded any payments already made to Recruitifi, including those made for hires or for access to the site ("**Seat Licenses**"). Should Recruitifi terminate the agreement for causes described in 7.3 (c) or 7.3 (d), any payments already made for Seat Licenses will be refunded to Employers on a prorated basis. However, regardless of reason for Termination, any payment obligations an Employer has to Recruitifi related to JobCasts and hires, and any refund obligations Recruitifi has to Employer under Section 12 of this Agreement, will survive termination and remain due and payable. Should a Recruiter's account be terminated for causes other than those described in 7.3 (a) or 7.3 (b), the Recruiter will retain rights to Agency Placement Fees for any Candidates under their Ownership at the time of termination. The sections titled *IP Ownership, Content and Conduct, Disclaimer, Limitation of Liability, Termination, Miscellaneous, and Indemnification and Hold Harmless* of these Terms will survive any termination or expiration of the Terms as well as any other terms that by their nature ought reasonably to survive termination or expiration.

8 MISCELLANEOUS.

8.1 Governing Law; Venue.

These Terms, and any claim, dispute or controversy of whatever nature relating thereto, will be governed by the laws of the State of New York, without giving effect to any conflicts of laws principles that require the application of the laws of a different jurisdiction. Any action or proceeding arising from these Terms must be brought in the state or federal courts located in New York City. Users and Recruitifi each irrevocably submits to the exclusive jurisdiction and venue of any such court in any such action or proceeding. The laws of the jurisdiction where Users are located may be different from New York law. The parties will always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its purchase and use of the Service hereunder.

8.2 Electronic Communication.

The communications between Users and Recruitifi use electronic means, whether Users visit the Site or send Recruitifi e-mails, or whether Recruitifi posts notices on the Service or communicates with Users via e-mail. For contractual purposes, Users (1) consent to receive communications from Recruitifi in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Recruitifi provides to Users electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect Users' statutory rights.

8.3 No Assignment.

Neither party will assign, subcontract, delegate, or otherwise transfer these Terms, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign these Terms in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. These Terms will be binding upon the parties and their respective successors and permitted assigns.

8.4 Miscellaneous.

These Terms are the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersede and merge all prior discussions between the parties with respect to such subject matters. Except as otherwise expressly specified in these Terms, the rights and remedies provided to each party are cumulative and in addition to any other rights and remedies available to such party at law or in equity. Users agree not to export, re-export, or transfer, directly or indirectly, any U.S. technical data acquired from Recruitifi, or any products utilizing such data, in violation of the United States export laws or regulations. All waivers must be in writing. Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of these Terms is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. The headings of Sections of these Terms are for convenience and are not to be used in interpreting these Terms. As used herein, the word "including" means "including but not limited to." All notices required or permitted hereunder will be by email to legal@recruitifi.com. Any delay in the performance of any duties or

obligations of either party will not be considered a breach of these Terms if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible. Users' relationship to Recruitifi is that of an independent contractor, and neither party is an agent or partner of the other. Users will not have, and will not represent to any third party that it has, any authority to act on behalf of Recruitifi.

8.5 Information Security.

Recruitifi has implemented security safeguards designed to protect the personal information that Users provide in accordance with industry standards. Recruitifi's payment process is certified to PCI Service Provider Level 1. Access to Users' data on Recruitifi's Service is password-protected, and data such as credit card and banking information is protected by SSL encryption when it is exchanged between Users' web browser and the Services. Recruitifi also offers secure https access to the Recruitifi website. To protect any data Users store on Recruitifi's servers, Recruitifi also regularly monitor Recruitifi's system for possible vulnerabilities and attacks, and Recruitifi uses a tier-one secured-access data center. Recruitifi does not rent or sell personal information that Users have posted on Recruitifi's Services, and Recruitifi does not share Users' information with third parties except where it's necessary to perform the Services described herein.

However, since the Internet is not a 100% secure environment, Recruitifi cannot ensure or warrant the security of any information that Users transmit to us. There is no guarantee that information may not be accessed, disclosed, altered, or destroyed by breach of any of Recruitifi's physical, technical, or managerial safeguards. It is Users' responsibility to protect the security of Users' login information as described in Section 1.3 above.

ADDITIONAL TERMS APPLICABLE TO EMPLOYERS

9 POSTING JOBCASTS AND USING THE SERVICE.

All JobCasts must be for bona fide positions that the Employer is ready to make an immediate hire for. Employer will proactively, and on a timely basis, communicate the progress of a JobCast through the Site (e.g., when Candidates are contacted, dispositioned, interviews are scheduled and completed, offers are made, etc.). Employer will also immediately input the details of any hires to the Site (such as start date and First Year Salary). Employer may communicate directly with Candidates who have been submitted and the Recruiters who have submitted such Candidates, and may require Candidates to submit applications through Employer's website and/or Applicant Tracking System provided that Ownership (as defined in Section 11.1) of the Candidate is still retained by Recruitifi. Notwithstanding anything to the contrary in the Terms, Employers may use and disclose to service providers, agents, and vendors any Other User Content solely in connection with fulfilling a JobCast (including as part of background checks).

10 EMPLOYER ACCOUNTS AND SEAT LICENSES.

Employer may create sub accounts on the Service for one or more employees or other personnel authorized to use the Service on Employer's behalf ("**Authorized User**"). In such Event, an administrative user of Employer will create and manage the Authorized User credentials.

Employer will not permit any party to access and/or use the Service, other than the Authorized Users. Employer will ensure that each username and password issued to an Authorized User will be used only by that Authorized User. Employer alone is responsible for maintaining the confidentiality of all Authorized Users' login credentials and is solely responsible for all activities that occur under these usernames. Employer will ensure all Authorized Users agree to and comply with the Terms and Employer is solely responsible for any act or omission by such Authorized User.

11 EMPLOYER FEES.

11.1 Fee Criteria, Rates, and Ownership.

If Employer or any of its affiliates hires a Candidate submitted to their JobCast through the Site at any time within one hundred eighty (180) days (“**Ownership**” period) of the date of the Candidate's entry onto the Site (for the job in the JobCast or any other position), Employer will pay RecrutiFi a percentage (as defined by Section 11.6) of the Candidate's First Year Salary (the “**Employer Placement Fee**”).

11.2 First Year Salary.

“**First Year Salary**” shall be defined:

- a. in the case of a salaried employee, as guaranteed first year compensation, including, but not limited to base salary, signing bonus, and guaranteed commission, and not including any discretionary or performance-based compensation, such as performance-based bonuses or commission, relocation assistance packages, reimbursements for expenses, benefits packages (health, dental, or other), and stock grants to be vested over time, OR
- b. in the case of an hourly employee, as the hourly wage multiplied by 2000 hours, OR
- c. in the case the Employer does not disclose the hired Candidate's actual compensation, as the top-end of the compensation indicated in the JobCast, including salary and guaranteed bonuses.

11.3 Exceptions to the Fee.

Notwithstanding the foregoing, an Employer Placement Fee will not be owed only if Employer can demonstrate:

- a. Employer had prior documented, two-way communication with a Candidate, where the Candidate responded, within one hundred eighty (180) days prior to the posting of the JobCast, provided that Employer will immediately notify RecrutiFi of such fact upon becoming aware thereof; or
- b. The Candidate is hired through an independent search by a different hiring manager to a legally independent division or subsidiary within the same corporate family, which does not share a common Applicant Tracking System or Candidate Database.

11.4 Backdoor Hires.

Should Employer locate a Candidate that was introduced to Employer through a JobCast and initiate communication without informing RecrutiFi, which ultimately leads to the hire of the Candidate within one hundred eighty (180) days of Candidate's submission to the JobCast,

RecruitiFi will still be owed an Employer Placement Fee.

11.5 Circumvention of Workflow.

Should the Candidate be introduced to the Employer's position through a JobCast and fail to confirm their interest through the Site, but instead contact and apply to the Employer directly, RecruitiFi will still be owed an Employer Placement Fee provided that RecruitiFi can provide timestamped evidence that the Candidate received notification about the position through the Site prior to applying directly with the Employer.

11.6 Community, Soliciting, and Legacy Agencies.

Employer will direct soliciting agency recruiters ("**Soliciting Agencies**") and legacy contingency agency recruiting firms with whom they have pre-existing relationships ("**Legacy Agencies**") to join and work through the RecruitiFi service. The Site also allows recruitment agencies to sign up independent of prior Employer relationships and join as a community User ("**Community Agencies**").

- a. Community Agencies will be vetted by RecruitiFi, and voluntarily join the platform operating under the Recruiter Terms and an Employer Placement Fee of 14%.
- b. Soliciting Agencies will be vetted by RecruitiFi, and voluntarily join the platform operating under the Recruiter Terms and an Employer Placement Fee of 14% unless otherwise requested by the Employer to designate a Soliciting Agencies as a Legacy Vendor with a customized placement fee percentage as set by the Employer.
- c. Legacy Agencies can each be assigned a custom placement fee percentage or a flat fee ("**Legacy Agency Fee**") of the Employer's choosing.
- d. Legacy Agency Fees can be changed at the Employer's discretion, but are attributed to that Legacy Agencies across all the Employer's JobCasts on the platform.
- e. Legacy Percentage Fees shall be paid less a transaction fee of 1% of the Candidate's First Year Salary. Legacy Flat Fees shall be paid less a transaction fee of 5% of the flat fee.
- f. Legacy Agencies are subject to all provisions applicable to Recruiters throughout these Terms, except where the Terms specifically note alternate provisions for Legacy Agencies, which shall supersede the standard provisions for Recruiters.
- g. These Terms supersede any existing agreements in which the Employer has engaged any contingency agency recruiter for the duration of the Employer's term of use with RecruitiFi.

11.7 Commitment

Employer will make all reasonable efforts to enforce RecruitiFi's exclusivity for the provision of third party hiring services covered in the scope of this agreement. Existing third-party contingency agency recruiting vendors engaged in the submission of candidates to the Employer will be migrated to the RecruitiFi platform as Legacy Agencies described above. Newly engaged vendors will be directed to the RecruitiFi platform. All vendors will only be engaged for the submission of candidates through the RecruitiFi platform. These Terms do not apply if the Employer hires a retained executive search firm, on an exclusive basis, for a one-off position.

11.8 Master Collector/Master Payor.

Employer will pay all Placement Fees directly to Recruitifi. Recruitifi will be responsible for paying all fees owed to Recruiters in connection with any JobCast and related placements made by the Employer, including those payments owed to Legacy Agencies, provided that the payment is related to a Candidate submitted after the adoption of the Recruitifi platform. Employers are not to pay invoices sent directly from any Recruiters. Any invoice paid to Recruiters outside the Recruitifi system will be considered not paid.

11.9 Other Responsibilities.

Employer is responsible for all the costs and effort associated with recruiting, background checking, on-boarding, and training a Candidate found through a JobCast.

11.10 Default of Payment.

If Employer fails to pay undisputed amounts in accordance with these Terms, Recruitifi may suspend any outstanding JobCasts.

12 GUARANTEE.

If a Candidate is hired by Employer and his or her employment is terminated, for any reason except organizational restructure or redundancy, during the first sixty (60) days following the start date, Employer may, request a refund of the Employer Placement Fee, and repost the same JobCast until the position is filled. In the event that a re-posted JobCast results in a Candidate being hired at a different salary, the Employer Placement Fee will be appropriately adjusted.

13 TAX.

Employer is responsible to pay taxes where legally obligated to do so by any taxing authority unless Employer provides Recruitifi with a tax exemption certificate, or other documentation supporting Employer's assertion that no such tax is due from Employer.

14 EMPLOYER NAME; LOGO.

Recruitifi may use the the Employer's company name, logo, or other marks for the purposes of providing the services described herein. Recruitifi acknowledges that all rights, titles, or interest in the Marks shall remain the property of the Employer.

15 INDEMNIFICATION AND HOLD HARMLESS.

15.1 Mutual Indemnification.

Recruitifi and the Employer shall indemnify and hold harmless the other party and their parent company, affiliates, officers, directors, and employees from any and all claims, demands, causes of action, liabilities, loss or damage (including reasonable attorneys fees and expenses) due to the negligent acts or omissions or willful misconduct of that party's employees, up to a maximum liability of one million dollars (\$1,000,000.00).

15.2 Candidate Indemnification.

Recruitifi is not directly involved in the Employer's decision to hire or reject any Candidate. Therefore, Employer shall indemnify and hold harmless Recruitifi, their officers, directors, and employees from any and all claims, demands, causes of action, liabilities, loss or damage

(including reasonable attorneys fees and expenses) due to the actions, services, or claims of Candidates against the Employer, up to a maximum liability of one million dollars (\$1,000,000.00).

15.3 Intellectual Property Infringement.

RecrutiFi represents and warrants that the Employer's use of the Site will not violate any rights, including, without limitation, any intellectual property rights, of any third parties. RecrutiFi shall indemnify and hold harmless Employers, their affiliates, officers, directors, employees, and agents harmless from any and all claims or demands and from any losses or damages (including reasonable attorneys' fees and expenses) resulting from any allegations that, if true, would constitute a breach of this representation and warranty.

16 SOLICITATION OF EMPLOYEES.

- a. During the term of these Terms and for a period of one year following its completion or termination, neither RecrutiFi nor Employer shall solicit for employment or hire any employee of the other whose identity the individual responsible for the solicitation or hiring learned in connection with these Terms or Service under it. The foregoing shall not prohibit general solicitations in the media or the hiring of anyone who responds to those solicitations.
- b. Recruiters who have made a placement at an Employer may not solicit for employment or hire any employee actively employed by that Employer for a period of one year following their last placement at the Employer. The foregoing shall not apply to candidates who approach the Recruiter of their own volition or in response to a general advertising or marketing campaign of the Recruiter.

ADDITIONAL TERMS APPLICABLE TO RECRUITERS

17 CANDIDATES AND SUBMISSIONS.

From time to time, Recruiter may submit through the Service information about Candidate(s) whose qualifications match the requirements for the JobCast (each, a "**Submission**" and the act of making a Submission to "**Submit**").

17.1 Vetting and Candidate Opt-in.

Prior to making any Submission, Recruiter must have matched the Candidate's general qualifications to those stated for the applicable JobCast and obtained consent from the applicable Candidate: (a) for Recruiter to make such Submission; and (b) to the fact that personal data about the Candidate, whether obtained from the Candidate or the Recruiter, may be retained and used by Employer and neither RecrutiFi nor Recruiter controls such Employer or how it uses such data (or where such data is stored by the Employer). Recruiter will be responsible for checking and confirming any Candidate references, including the confirmation of any professional or academic qualifications as well as certifications or other work permits necessary to satisfy the suitability of the candidate prior to submission for the JobCast.

17.2 Recruiter's Content.

As a Recruiter, the Content of any Submission will be considered the Recruiter's Content for purposes of the Terms, even if subsequently confirmed by Candidate. However, an individual Candidate may control the Content relating to him or her and may have certain rights in such Content (as opposed to you or Recruitifi having such rights), notwithstanding anything to the contrary in the Terms.

17.3 Submission Criteria; Confirmation.

A Submission will be "**Completed**" when the Candidate has directly confirmed their interest in the position through Recruitifi. Recruiter may not confirm interest on behalf of Candidates.

17.4 Candidate Ownership.

In order to be eligible for an "**Agency Placement Fee,**" a Recruiter must have "**Ownership**" of a Candidate. Ownership will only result from a Completed Submission. The "**Ownership Period**" is one hundred eighty (180) days from the date of a Completed Submission.

In the case where only one Recruiter has a Completed Submission for a Candidate at a given Employer, that Recruiter will Own the Candidate for any role at that Employer, including roles that are not posted on Recruitifi, for the duration of the Ownership Period.

If multiple Recruiters submit the SAME Candidate to the SAME Employer, Ownership will be granted accordingly in the following scenarios:

- a. If multiple Recruiters submit the same Candidate to the SAME JobCast, Ownership will be granted to the Recruiter who received the first Completed Submission, not the Recruiter who first entered the Candidate into the Services;
- b. If multiple Recruiters achieve Completed Submissions for the same Candidate on DIFFERENT JobCasts, Ownership will be awarded to the Recruiters at those respective JobCasts. Note that Agency Placement Fees will be awarded to the Recruiter who Owns the Candidate for JobCast with the same role for which they were ultimately hired, regardless of the JobCast where the hire was marked by the Employer;
- c. Should none of the JobCasts correspond to the role for which the Candidate is hired, Ownership and Agency Placement fees will be awarded to the first Recruiter who got a Completed Submission for the Candidate on Recruitifi, provided the Submission was within the Ownership Period. Should the Ownership period have lapsed, Ownership will be awarded to the Recruiter with the next oldest Completed Submission that falls within the Ownership Period.

17.5 Candidate Rejection.

A Candidate may be "**Rejected**" for Ownership if it is subsequently determined that the Employer communicated with such Candidate in the one hundred eighty (180) days prior to the Submission regarding the position referenced in the applicable JobCast.

17.6 Ownership Disputes.

If there is any dispute related to Ownership of a Candidate (including the validity of any Rejection), the final determination will be made solely by Recruitifi.

18 AFFILIATION.

If the Recruiter is associated with a firm or entity ("**Recruiter's Company**"), all of Recruiter's Content, Recruiter's Candidates, points, and any applicable Agency Placement Fees (defined below), will belong to Recruiter's Company and not to the Recruiter individually. Recruiter acknowledges and agrees that Recruitifi may work with Recruiter's Company to effect the foregoing and Recruiter grants Recruitifi all necessary consents. In addition, Recruiter will not take any action in using the Service that violates any policy of Recruiter's Company or any condition of your affiliation with Recruiter's Company. Without limiting the foregoing, Recruiter will not submit Candidates that have been sourced by Recruiter's Company or Recruiter's current or former employing firm or using resources provided by this firm without the firm's express knowledge and permission to do so on the firm's behalf.

19 RECRUITMENT FEES.

19.1 Submission.

There is currently no payment owed by a Recruiter to Submit a Candidate for a JobCast.

19.2 Fee Criteria.

Subject to this Section 19.2, Section 19.3, and Section 19.4, Agency Placement Fees for Submitted Candidates who are not Rejected will be paid to Recruiter made in accordance with Recruitifi's standard Fee Schedule. Agency Placement Fee will be owed and paid only if the JobCast was filled by a Successful Candidate for a Recruiter on Recruitifi. A "**Successful Candidate**" for a Recruiter is a Candidate: (i) submitted by such Recruiter; (ii) for whom the Submission was completed and was not Rejected as set forth above; (iii) who is ultimately hired by Employer during the period of time such Recruiter Owned the Candidate; and (iv) who completes the guarantee described in Section 12.

19.3 Fee Schedule.

Agency Placement Fees will be paid to the Recruiter on the first business day of the month after the Candidate satisfies all of the Fee Criteria set forth in Section 19.2, provided that Recruitifi has collected the fee from the Employer, or thereafter on the first business day of the month after Recruitifi has collected the fee from the Employer.

19.4 Fee Rates.

Recruiter payments are at a base rate of 10% ("Fee Rate") of the Candidate's First Year Salary (as described in Section 11.2 First Year Salary of the Additional Employer Terms) to the Recruiter who Owns the placed candidate. Recruitifi may choose to pay additional bonus fees for other actions on the site, but is not obligated to do so. Bonus payments will also be transferred on the first business day of the month after they are earned.

19.5 Legacy Agency Fee Rates.

Legacy Agencies shall be paid for successful placements based on a custom percentage of the Candidate's First Year Salary ("**Legacy Percentage Fee**") or a flat fee ("**Legacy Flat Fee**") of the Employer's choosing.

Legacy Percentage Fees shall be paid less a transaction fee ("Transaction Fee") of 1% of the Candidate's First Year Salary.

Legacy Flat Fees shall be paid less a Transaction Fee of 5% of the flat fee.

19.6 Collection.

Payment of the Agency Placement Fee is contingent upon Recruitifi's receipt of the applicable fees from the Employer for the JobCast. Should an Employer withhold payment, Recruitifi will delay payment to the Recruiter until receipt of payment from the Employer.

Should the Employer refuse to or be unable to pay the Employer Placement Fee, Recruitifi is NOT responsible for paying the Agency Placement Fee. Recruiter will not hold Recruitifi liable for any such fees and agrees to hold harmless Recruitifi for any damages and costs incurred as a result of unpaid fees.

Recruitifi will endeavor to collect payment from the Employer in a timely manner. Recruiter waives all rights to collect any Agency Placement Fee from the Employer and is not to contact the Employer for the purposes of collecting fees, and any attempts to do so will result in the termination of Recruiter's membership on the Site and Service.

19.7 Recruiter Payments.

Recruitifi uses a third-party Payments Service Provider ("PSP"), currently Stripe, Inc., to make payments to all domestic accounts and select international accounts. By accepting the Recruitifi Terms, Recruiters acknowledge that they are also agreeing to the Stripe Connected Account Agreement (<https://stripe.com/us/connect-account/legal>). Note that Recruitifi is not a party to this agreement, which is between the Recruiter and the PSP. In addition to agreeing to the PSP's terms, you may be required to register with the PSP, and go through a vetting process at the request of the PSP. The PSP may require Recruitifi to gather information from you in order to validate an account before activation.

Payments to countries not serviced by the PSP will be made by wire transfer. Payments under \$250 will not be transferred internationally unless requested in writing, where the Recruiter acknowledges their responsibility for international banking fees. International balance transfers above \$250 will be paid automatically according to the Fee Schedule established in 19.3.

All payments will be paid to Recruiter net any fees incurred by Recruitifi.

19.8 Income Tax.

Recruiter is solely responsible for filing all tax returns and submitting all payments as required by any federal, state, local, or foreign tax authority arising from payments to Recruiter under these Terms, and Recruiter agrees to do so in a timely manner. If applicable, Recruitifi will report the payments paid to Recruiter under these Terms to relevant government entities by filing Form 1099-MISC with the Internal Revenue Service or other similar forms in other countries as required by law.

19.9 Sales Tax.

In jurisdictions where sales tax applies to employment services, Recruitifi is responsible for billing taxable Employers and remitting sales tax to the proper local tax commission. The Recruiter is not responsible for paying sales tax under a resale exemption, where all candidates have been resold by the Recruiter to Recruitifi, who accepts sales tax liabilities as the primary vendor.

19.10 Scope of Submission.

The Terms cover only Submissions and does not cover (and no fees will be paid for) any candidate or resume that a Recruiter may provide outside of the foregoing process (including Candidates referred via email to the Employer or directly to hiring managers by resume or in any other form).

20 RELATIONSHIP WITH RECRUITERS.

20.1 Pre-existing Agreements.

Recruiter agrees that these Terms supersede any existing agreements in which the Employer has engaged the Recruiter or Recruiter's Company for contingency search for the duration of the Employer's term of use with Recruitifi.

20.2 Independent Contractors.

Nothing in this Agreement is intended or should be construed to create a partnership, joint venture, or employer-employee relationship between Recruitifi and Recruiter. Recruiter will take no position with respect to or on any tax return or application for benefits, or in any proceeding directly or indirectly involving Recruitifi that is inconsistent with Recruiter being an independent contractor (and not an employee) of Recruitifi. Recruiter is not the agent of Recruitifi and is not authorized, and must not represent to any third party that Recruiter is authorized, to make any commitment or otherwise act on behalf of Recruitifi.

20.3 No Benefits.

Recruiter is not entitled to or eligible for any benefits that Recruitifi may make available to its employees, such as group insurance, profit-sharing, or retirement benefits. Because Recruiter is an independent contractor, Recruitifi will not withhold or make payments for social security or payroll taxes of any kind, make unemployment insurance or disability insurance contributions, or obtain workers' compensation insurance on Recruiter's behalf, nor will Recruiter be entitled to any of the foregoing. If, notwithstanding the foregoing, Recruiter is reclassified as an employee of Recruitifi, or any affiliate of Recruitifi, by the U.S. Internal Revenue Service, the U.S. Department of Labor, or any other federal, state or foreign agency as the result of any administrative or judicial proceeding, Recruiter agrees that Recruiter will not, as the result of such reclassification, be entitled to or eligible for, on either a prospective or retrospective basis, any employee benefits under any plans or programs established or maintained by Recruitifi. In addition, Recruiter waives any and all rights, if any, to participation in any of the fringe benefit plans or programs including, but not limited to, health, sickness, accident or dental coverage, life insurance, disability benefits, severance, accidental death and dismemberment coverage, unemployment insurance coverage, workers' compensation coverage, and pension or 401(k) benefit(s) provided by Recruitifi to its employees. Recruiter will comply with all applicable federal, state, local, and foreign laws governing self-employed individuals, including laws requiring the payment of taxes, such as income and employment taxes, and social security, disability and other contributions.

21 RECRUITER COMMITMENTS.

21.1 JobCast Confidentiality.

Recruiter will keep confidential the details of a specific JobCast (including salary) and the details surrounding the Employer associated with such JobCasts, except that Recruiter may confidentially share such details on a private and direct basis with prospective Candidates. An Employer's logo, company name, names of hiring managers or any other Employer staff member may not be used publicly in writing or in private solicitation of prospective Candidates. Recruiter will not share any confidential or personal information surrounding such new hires to any third parties (including but not limited to Employer or Recruitifi competitors) and may only retain and use such information in the aggregate form (i.e. de-identified) for their internal business purposes only and only for so long as allowed by applicable law.

21.2 Recruiter Warranties.

Recruiter represents and warrants that it will not:

- a. Use Recruitifi's or the Employer's name and/or logo in any promotional materials or any other materials that Recruiter generates for their own purposes without Employer's prior written consent;
- b. Solicit any Candidate that they have placed at an Employer through Recruitifi for employment opportunities as long as the Candidate remains employed by the Employer;
- c. Solicit for employment or hire any employee actively employed by any Employer where the Recruiter has made a placement for a period of one year following their last placement at the Employer;
- d. Directly or indirectly solicit, induce, recruit, encourage, or otherwise endeavor to cause or attempt to cause any employee or consultant of the Employer to leave their current position for the purposes of being submitting as a Candidate to a JobCast on Recruitifi for a different position within that Employer's company or affiliated companies;
- e. Solicit any Recruitifi employee for employment opportunities for a period of one year following their Termination of the Recruitifi Service;
- f. Solicitation clauses in Sections 21.2(b), 21.2(c), 21.2(d), and 21.2(e) shall not apply to candidates who approach the Recruiter of their own volition or in response to a general advertising or marketing campaign of the Recruiter;
- g. Initiate contact with Employers outside of the Site or Services (including in a dispute, for any inquiries about active JobCasts or solicitations for the use of the Recruiter's direct services or placement of the Recruiter's Candidates outside of Recruitifi), provided that the foregoing will not prohibit communication initiated by the Employer;
- h. Identify Employer's name without first establishing the potential candidate's interest in the applicable JobCast under assignment when conducting cold calls or cold emails to source potential candidates;
- i. Make claims to be a direct representative, employee, or agent of either Recruitifi or the Employer, and will not identify themselves as such in writing or via phone when communicating with Candidates; and
- j. Submit to Recruitifi any Candidates about whom it is aware of any restrictions that would prevent them from accepting employment with Employer, nor will Recruiter present any

Candidate where Recruiter is aware of any basis upon which another search firm would be entitled to compensation by reason of the Candidate accepting employment with Employer.

- k. Inquire about a candidate's salary history

21.3 OFCCP; EEOC Compliance.

Should the Employer be a federal contractor, they will have certain obligations regarding record retention with respect to job applicants, including "Internet Applicants" (as defined by the OFCCP and the EEOC). These record retention requirements are set forth in 41 CFR §60-1.12. Due to the services Recruiter provides to Employer through Recruitifi, Recruiter will comply with 41 CFR §60-1.12 with respect to all searches performed for Employer, which includes: (a) maintaining a record of the position for which each search of a database was made; (b) corresponding to each search, the substantive search criteria used; (c) the date of the search; and (d) the resumes of jobseekers who met the basic qualifications for the particular position. These records will be made available to Employer upon request.

22 INDEMNIFICATION.

Recruiter shall indemnify and hold harmless Recruitifi, its officers, directors, employees, and agents, as well as Recruitifi Employers, their affiliates, officers, directors, employees, and agents from any and all claims, demands, causes of action, liabilities, loss or damage (including reasonable attorneys fees and expenses), up to a maximum liability of one million dollars (\$1,000,000.00), arising out of or related to: (a) your breach of your representations, warranties, or obligations under this Agreement, (b) the negligent acts or omissions or willful misconduct of the Recruiter, your employees, agents, subcontractors and representatives, (c) any illegal act, including all Federal and local laws governing you, Recruitifi, the Candidate, or the Employer, or (d) a claim by any third party (including Recruitifi, Employers, Candidates, regulators, and governmental authorities) directly or indirectly related to your provision of services through Recruitifi. This clause shall only apply to losses suffered by the relevant indemnified party as a direct result of a third party claim against the relevant indemnified party, and shall only apply to the extent of such third party claim.

Where the Recruiter becomes liable to Recruitifi, the Employer, and/or any associated entities or individuals ("Indemnified Parties") under the provisions of the Terms, Recruitifi agrees to: (a) use all reasonable efforts to minimize any amounts claimed by the Indemnified Parties under any indemnities and/or liabilities; (b) promptly notify the Recruiter in writing of any matter which may result in a claim under any such indemnities and/or liabilities; (c) make no admission nor make any statement which may prejudice the defense of such matter (the subject of the indemnity); (d) give the Recruiter sole conduct and control of such matter (and any related settlement negotiations); and (e) give the Recruiter full assistance and cooperation in the defense of such claim.

ADDITIONAL TERMS APPLICABLE TO CANDIDATES

23 CANDIDATE ACCOUNTS.

Candidates cannot create Accounts on the Service. However, when you confirm any personal information about yourself on the Service, you agree to our Terms and any such information or

content becomes Your Content and is subject to our Terms. We reserve the right to modify, reformat or remove certain components of Your Content to enable Your Content to be used in the Service.