



Software-as-a-Service, Cloud Services Agreement

Cover Page

Provider: Zink Labs LLC, a Florida limited liability company (doing business as "Job Agent") |
Contact: legal@jobagent.sh

This Agreement is the complete agreement between you and Zink Labs LLC governing your use of Job Agent. All terms governing your use of the Service are contained in this document.

By creating an account, clicking "I agree", or otherwise electronically accepting this Agreement within the Services, the Customer agrees to be bound by this Agreement. Any online plan selection, checkout flow, or similar in-app ordering process constitutes an "Order Form" for purposes of this Agreement.

KEY TERMS

1. GENERAL TERMS

Agreement Start Date	December 26, 2025
Governing Law	The laws of the state of Florida.
Dispute Resolution Method	Dispute Resolution Method: Any dispute arising out of or in connection with this Agreement shall be exclusively resolved in the state or federal courts located in the State of Florida. Each Party irrevocably consents to personal jurisdiction and venue in such courts. Notwithstanding the foregoing, either Party may seek equitable relief in any court of competent jurisdiction to protect its intellectual property rights or confidential information.
Documentation	"Documentation" refers to the user guides, manuals, technical specifications, and other materials provided by the Provider, in any form or medium that describe the functionality, use, or operation of the Services.
Publicity	The Customer grants the Provider a non-exclusive license to identify the Customer as a user



of the Services in the Provider's marketing materials and website. The Customer may revoke this license at any time by providing written notice to the Provider.

Consumer carve-out: For individual (non-business) accounts, the Provider will not use your name, username, profile photo, or screenshots of your applications in any marketing materials, case studies, testimonials, or public communications without your explicit prior written consent. This carve-out applies regardless of the general license above.

2. SERVICES & USAGE

Services

Description of the cloud-based and other services provided by the Provider under the Agreement.

The cloud-based software-as-a-service solutions provided by the Provider to the Customer under this Agreement, branded as "Job Agent." The Services include: automated job listing discovery and matching; automated job application submission via browser automation; AI-powered generation of application answers and cover letters; email scanning for application status updates; application tracking and analytics; and access to the Provider's web application, hosting, updates, support, and related services.

The Services rely on third-party infrastructure and AI providers to function (see Sub-processors in the Data Processing Agreement). Services exclude any third-party applications or integrations not expressly included in this Agreement.

Support Services

Description of the support services provided by the Provider under the Agreement. These are distinct from any professional services outlined in the Add-On Terms (if applicable) or other supplemental documents.

Technical assistance, maintenance, and updates provided by the Provider to ensure the effective use and operation of the Services, including issue resolution, delivery of patches and upgrades, access to user documentation, and support through designated communication channels, subject to the scope and limitations outlined in this Agreement or any applicable Supplemental Document.

Authorized Purpose:

The specific use of the Services permitted under this Agreement.

To enable the Customer to automate their job search, including: (a) matching the Customer's profile with job listings scraped from publicly available employer career pages; (b) auto-filling and submitting job applications on the Customer's behalf using browser automation; (c) generating answers to application questions and cover letters using artificial intelligence; (d) reading the Customer's email (via IMAP) to retrieve application verification codes, confirmations, interview invitations, and status updates; and (e) tracking application history and outcomes. The Customer acknowledges that the Service uses third-party AI providers (Anthropic Claude for text generation, Voyage AI for matching embeddings, OpenRouter for job-description extraction) to power tailoring, matching, and submission, and that the Customer is responsible for reviewing the accuracy of their profile data that forms the basis of all AI-generated responses. Full provider details, what each receives, and the in-app consent mechanism are documented in the Privacy Policy and Special Provisions (a).

Account Access:

You are the sole authorized user of your account. You may not share your account credentials or permit any other person to access or use the Service through your account. You are responsible for all activity that occurs under your account.

Multi-Account Policy:

Not applicable. This is an individual consumer subscription. Corporate entities and affiliates may not share a single account across multiple employees or entities.

Account Sharing:

Not applicable. Each individual must maintain their own separate account. Account sharing is prohibited.

Additional Use Rights and Limitations:

Any additional rights granted to the Customer beyond the standard use of the Services along

You may use the Service solely for your personal job search. You may not sublicense, resell, share, or use the Service on behalf of any third party. Any use beyond personal individual job searching requires the Provider's prior written consent.



with any corresponding restrictions, if any.

3. PAYMENT TERMS

Fees: Fees payable for the Services.	Subscription fees for the Services as displayed within the Services at the time of signup or plan change ("Subscription Fees").
Billing Frequency: Frequency of billing.	Billing Frequency: Subscription Fees are billed in advance on a recurring basis (monthly or annually), as selected by Customer during the online signup or plan selection process within the Services.
Payment Terms: The terms and process for payments due under the Agreement.	Payment Terms: Subscription Fees are payable automatically via credit card, debit card, or other payment methods made available through the Services. By signing up, Customer authorizes Provider and its third-party payment processors to automatically charge Customer's selected payment method for all applicable Subscription Fees, including recurring payments, until Customer cancels the subscription in accordance with this Agreement.

4. DATA AND SUSPENSION

Data Export Period: The period within which the Customer can export their data after termination.	30 days post-termination. During this period you may export your data via the Service or by contacting legal@jobagent.sh . Data export will not be possible after this period. See Data Deletion Period for the deletion timeline.
Data Deletion Period: The period after termination within which the Provider must delete Customer Content.	30 days

5. USAGE AND LIMITATIONS

Usage Limits: Restrictions on the scope or volume of use of the Services.	The Customer's use of the Services is subject to the monthly application limits of the Customer's selected subscription tier. When the Customer reaches the monthly cap, the Customer may upgrade to a higher tier; the Service does not charge overage fees. The applicable plan and its monthly application limit are displayed at signup and on the Settings page within the Service.
Overage Fees: Charges incurred for exceeding the Usage Limits specified under this Agreement.	The Service does not charge overage fees. When the Customer reaches the monthly application limit of the Customer's selected subscription tier, the Customer may upgrade to a higher tier to continue using the Service for the remainder of the billing period.
High-Risk and Sensitive Use Restrictions: Limitations on using the Services for high-risk	The Services are not designed for high-risk environments (medical, life-safety, or critical infrastructure) and the Customer must not deploy the Services in such contexts. The Service processes sensitive personal information (including demographic and EEO data) only as voluntarily provided by the Customer for job-application purposes, at the Customer's



activities or processing sensitive data.

direction, as described in the Privacy Policy and Data Processing Agreement.

Third-Party Integration

Connections:

Integrations established between the Services and third-party applications or systems.

The Provider may transmit Customer Content to third-party applications and services configured by the Customer to integrate with the Services, provided such integrations are set forth in the Key Terms.

6. SPECIAL PROVISIONS

Special Provisions:

(a) Artificial Intelligence Disclosure. The Service uses the following third-party artificial intelligence providers to generate text content and match the Customer to relevant job postings: (1) Anthropic, PBC (Claude) - receives the Customer's resume text, profile data, work history, skills, location, and application question prompts to generate tailored resumes, cover letters, bio summaries, in-app AI assistant responses, and application question answers; (2) Voyage AI, Inc. - receives short skill and keyword summaries derived from the Customer's profile and from job descriptions to generate vector embeddings used for job-to-profile matching; (3) OpenRouter, Inc. - receives raw job description text (no personal data) for low-cost extraction of required skills and structured requirements. Each provider acts as a data processor and does not train its public models on Customer data under its enterprise / API terms of service. The Customer expressly consents to this data sharing the first time the Customer uploads a resume in the Service; consent is recorded with a timestamp and version. The provider list is versioned, and if it changes in a way that affects what data is shared, the Customer will be re-prompted for consent on next launch. The Customer may revoke consent and delete all data at any time via Settings > Delete Account. The Customer further acknowledges that: (i) AI-generated content is based on the Customer's own profile data, resume, and work history; (ii) the Provider does not guarantee the accuracy, appropriateness, or effectiveness of AI-generated content; (iii) the Customer is responsible for ensuring their profile data is accurate and complete, as it forms the basis of all AI-generated responses; and (iv) employers receiving applications may not be aware that responses were AI-generated; and (v) The Service is an auto-apply product, and the Customer expressly authorizes the Provider to submit AI-generated content (including but not limited to resumes, cover letters, and application question answers) on the Customer's behalf without per-submission Customer review. The Customer accepts that AI-generated content not reviewed by the Customer prior to submission is nonetheless submitted with the Customer's authority. (vi) AI Hallucination, Inaccuracy, and Release. The Customer expressly acknowledges that AI language models routinely generate inaccurate, fabricated, or "hallucinated" output — including, without limitation: invented employers, dates,

job titles, academic degrees, certifications, security clearances, salary expectations, work-authorization status, criminal-history disclosures, sponsorship requirements, and answers to knockout or eligibility questions. The Customer accepts this as an inherent characteristic of large language models and not a defect in the Service. To the maximum extent permitted by applicable law, the Customer releases and forever discharges the Provider, its affiliates, officers, directors, employees, contractors, and agents from any and all claims, demands, damages (direct, indirect, incidental, consequential, special, exemplary, or punitive), and causes of action of any kind — known or unknown — arising out of or in any way related to inaccurate, fabricated, hallucinated, outdated, or otherwise incorrect AI-generated content submitted on the Customer's behalf, including without limitation withdrawn job offers, rescinded interviews, terminated employment, employer or recruiter complaints, accusations of misrepresentation or fraud, blacklisting, reputational harm, or lost wages. The Customer's sole and exclusive remedy for any AI-generated inaccuracy is to (1) review submitted applications in the Service dashboard, (2) edit profile data and saved answers to correct future submissions, and (3) pause or cancel the subscription via the Settings page.

(b) Automated Browser Interaction and ATS/Employer Liability.

The Service submits job applications by automating browser interactions with employer applicant tracking systems (ATS). The Customer authorizes the Provider to interact with these third-party platforms on the Customer's behalf. The Customer acknowledges that: (i) ATS platforms have their own terms of service, which may prohibit or restrict automated access and submissions; (ii) the use of automated tools to submit applications may violate such terms of service; (iii) the Customer assumes all risk of account restrictions, application rejections, IP blocks, or other consequences imposed by third-party platforms as a result of automated submissions; (iv) the Provider does not guarantee uninterrupted access to any third-party platform and is not liable for any adverse action taken by an ATS platform or employer in response to automated activity; (v) it is the Customer's responsibility to review and accept the risks associated with automated job application submission; and (vi) THE PROVIDER IS NOT LIABLE FOR ANY ACCOUNT RESTRICTIONS, PLATFORM BANS, APPLICATION REJECTIONS, OR ANY OTHER ADVERSE ACTION TAKEN BY ANY EMPLOYER, RECRUITER, ANY APPLICANT TRACKING SYSTEM OR THIRD-PARTY PLATFORM AS A RESULT OF THE CUSTOMER'S USE OF THE SERVICE.

(c) Email Access. The Service accesses the Customer's email account via IMAP using an app-specific password provided by the Customer. Email access is limited to scanning for application-related messages (verification codes, confirmations, interview

invitations, rejections). The Provider does not read, store, or process email content unrelated to job applications.

(e) Automatic Renewal Disclosure (FL § 501.165). The Service is offered on a subscription basis that automatically renews at the end of each billing period (monthly or annual, as selected by the Customer). The renewal price is the then-current price for the Customer's selected plan. The Customer will be charged automatically using the payment method on file unless the Customer cancels before the end of the current billing period. Cancellation is effective at the end of the then-current billing period, and the Customer retains access to the Service until that date. The Customer may cancel their subscription at any time through the Stripe billing portal accessible from the Service's Settings page, or by contacting legal@jobagent.sh. No telephone call is required to cancel — the cancellation mechanism is at least as easy to use as the original subscription method (online self-service), in compliance with Florida's automatic renewal statute.

(f) Pre-Renewal Notification. Before each annual renewal, the Provider will send the Customer a reminder email at least fourteen (14) days prior to the renewal date, disclosing the renewal terms and price. Monthly subscribers will see renewal dates and amounts on their Stripe billing portal at all times.

(g) Data Breach Notification. In the event of a security breach affecting the Customer's personal data, the Provider will notify the Customer in accordance with the Florida Information Protection Act of 2014 (FL § 501.171), which requires notification without unreasonable delay and no later than thirty (30) days after determination of the breach. See the Data Processing Agreement (DPA) for detailed breach notification procedures.

(h) Minimum Age. You must be at least 18 years of age to create an account and use the Service. By using the Service, you represent and warrant that you are 18 years of age or older. If you are under 18, you are not permitted to use the Service and must not create an account.



PARTIES AND EXECUTION

	CUSTOMER	PROVIDER
Company Name, Unique Identifier and Country of Organization		Zink Labs LLC United States of America
Signature		<i>M. Zink</i>
Print Name and Title		Mitch Zink - Founder & CEO
Signature Date		December 26, 2025
Notices Address		legal@jobagent.sh

Collectively referred to as the “Parties” and individually as the “Party”.



Software-as-a-Service, Cloud Services Agreement

Standard Terms

1. ORDER OF PRECEDENCE

This Agreement is comprised of the following documents, listed in order of precedence:

- a) these Job Agent Terms of Service (Key Terms); and
- b) the Privacy Policy and Data Processing Agreement, incorporated into this Agreement by reference.

2. RULES OF INTERPRETATION

In this Agreement:

- a) section, schedule, and paragraph headings will not affect its interpretation;
- b) reference to a person includes a natural person and an incorporated or unincorporated body (whether having a separate legal personality or not);
- c) reference to legislation or any legislative provision is a reference to the same as amended, extended, or re-enacted in the future and includes all legislation made under such legislation now or in the future; and
- d) a reference to writing or written includes email and any notifications given through the Services (where applicable).
- e) in case of a conflict or inconsistency between various terms contained in the different documents listed in the Order of Precedence section above, the terms contained in a higher-listed document shall take precedence over the terms in a lower-listed document.

3. USE OF SERVICES

3.1 Provision and Use of Services. During the Agreement Term, the Provider shall provide the Services to the Customer in accordance with the terms of this Agreement.

3.2 Customer Obligations. The Customer agrees to:



- (a) use the Services solely for the Authorized Purpose;
- (b) ensure that only you use the Services and that you comply with the terms of this Agreement;
- (c) refrain from copying, modifying, reverse engineering, decompiling, disassembling, creating derivative works, or otherwise attempting to identify, discover, or obtain any source code, underlying algorithms, or technical information of the Services, except to the extent expressly permitted by law or this Agreement;
- (d) not observe the functionality of the Services to develop a product or service that is substantially similar to the Services;
- (e) not use Services in breach of applicable law, regulations, and the Documentation;
- (f) refrain from accessing, uploading, storing, or transmitting any viruses, malicious code, spam, or material that is unlawful, abusive, obscene, harmful, or otherwise inappropriate; and
- (g) not to use the Services to build, train, or configure any artificial intelligence model.

4. DATA AND SECURITY

4.1 Customer Content. “Customer Content” means all data, materials, or content uploaded by you in connection with the Services, including but not limited to your resume, work history, job search preferences, application answers, cover letter content, and application history. For the avoidance of doubt, this does not include usage data or audit logs, which the Provider may monitor independently for their internal purposes, including but not limited to improving the Services, ensuring accurate billing, and providing support.

4.2. Customer Content Responsibilities. Customer Content will remain the property of the Customer. The Customer is responsible for:

- (a) the content, quality, legality, and accuracy of the Customer Content provided by you;
- (b) obtaining all necessary consents before sharing the Customer Content with the Provider; and
- (c) notifying the Provider promptly if the Customer becomes aware of any unauthorized access to the Services that may impact the security, stability or integrity of Provider’s systems, or other users.

4.3 Data Security. The Provider shall maintain appropriate administrative, physical, technical, and organizational safeguards to protect the security, confidentiality, and integrity of Customer Content, as further outlined in any applicable Data Processing Addendum or related Documentation. The Provider agrees to notify the Customer of any security breaches that adversely impact the Customer Content within 72 hours of becoming aware of such security breach.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Ownership of Services and Documentation. The Provider or its third-party licensors own all intellectual property rights in and to the Services and Documentation, including any modifications or derivatives.

5.2 Ownership of Feedback. The Customer acknowledges that any intellectual property rights related to the Services or Documentation that arise from the Customer's or your requests, suggestions, or ideas (**Feedback**) will vest in the Provider. The Customer grants the Provider a worldwide, non-exclusive, royalty-free license to use such Feedback solely for the purpose of improving the Services. If the Feedback includes the Customer's Confidential Information, the Provider does not own that information and will handle it in accordance with the Confidentiality Section in this Agreement.

5.3 Independent Development and Use of Customer Content

5.3.1 The Customer grants the Provider the right to:

- (a) use Customer Content as necessary to provide the Services and fulfil the Provider's obligations under this Agreement;
- (b) anonymise and aggregate Customer Content (and related usage data) with similar information from other customers ensuring no individual can be identified directly or indirectly, to improve, develop, or offer new services, tools, or insights that align with the Authorized Purpose or benefit the Customer and its industry; and
- (c) transmit Customer Content to third-party applications and services configured to integrate with the Services provided under this Agreement.

5.3.2 The Provider will ensure that any anonymization is performed using industry-standard techniques to render the data irreversibly non-identifiable. The Customer acknowledges that anonymized data will not be subject to any controller-processor relationship and that the Provider may use such data in compliance with applicable laws and this Agreement, including for the development and improvement of the Services.

6. FEES

6.1 Payment Terms. Subscription Fees for the Services will be charged automatically in accordance with the Billing Frequency and Payment Terms set out in the Key Terms. Customer authorizes Provider and its third-party payment processors to automatically charge Customer's designated payment method for all Subscription Fees when due. If any automatic charge is declined, Provider may require Customer to update its payment method and may suspend access to the Services in accordance with Section 12.4.

6.2 Non-Cancellable and Non-Refundable Fees. Except where required by applicable law or where expressly stated otherwise within the Services (for example, free trials or specific promotional offers), all Subscription Fees are non-cancellable and non-refundable. Subscriptions may be cancelled by Customer only in accordance with Section 12.1, and such cancellation will take effect at the end of the then-current billing period. If Customer terminates



for Provider's material breach in accordance with this Agreement, Provider will refund any prepaid Subscription Fees for the affected Services not yet delivered as of the effective date of termination.

6.3 Disputed Payments. Provider uses third-party payment processors (currently Stripe, Inc. and its affiliates) to process payments for the Services. Customer's use of such payment processors is subject to the applicable processor's terms, conditions, and privacy policies. Provider does not store full payment card numbers or card security codes (CVV/CVC) within the Services and relies on its payment processors to handle such information securely

7. TAXES

7.1 Applicability of Taxes. All fees and charges under this Agreement are exclusive of applicable taxes, levies, duties, or similar governmental charges, such as value-added tax (VAT), sales tax, goods and service tax, or use tax (collectively, **Taxes**), which shall be paid by the Customer at the rate and in the manner prescribed by law.

7.2 Taxes Collected by Provider. If the Provider is legally required to collect Taxes on behalf of a taxing authority, these Taxes will be itemized on the invoice provided to the Customer. Customer agrees to pay the invoiced Taxes unless it provides the Provider with a valid tax exemption certificate authorized by the appropriate taxing authority by the invoice payment due date.

8. WARRANTIES

8.1. Provider Warranties. The Provider warrants that:

- (a) the Services will perform in substantial conformity with the applicable Documentation;
- (b) any Support Services and Add-On Services (if applicable) will be provided with reasonable care and skill;
- (c) the Provider will take reasonable steps to keep the Services free from viruses, malware, or other harmful code.

8.2 Sanctions and Export Controls. You shall not:

- (a) export, re-export, or transfer the Services (i) in violation of any applicable export control laws or regulations, sanctions, embargoes, restrictive state lists or measures; or (ii) to any embargoed country; or
- (b) permit access to or use of the Services by an organization or individual identified on any government denied-party list or owned 50% or more by an organization or individual on a denied-party list.



8.3 Mutual Warranties and Representations

8.3.1 Each Party warrants that it will comply with all applicable laws in performing its obligations or exercising its rights in this Agreement and represents that it:

- (a) has the legal power and authority to enter into this Agreement;
- (b) has the legal capacity and authority to enter into and perform this Agreement; and
- (c) has all rights necessary to meet its obligations under this Agreement.

8.3.2 For the avoidance of doubt, the Provider makes no warranty that the Customer's use of the Services will comply with the Customer's legal obligations, which the Customer is solely responsible for determining.

8.4 Limitation of Warranties. The Provider's warranties shall not apply if any loss or damage arises from:

- (a) using or causing the Services to be used in a way that is outside the scope of this Agreement and accompanying Documentation;
- (b) unauthorized modifications or alterations to the Services, whether directly or materially caused by the Customer;
- (c) negligence, misuse, or omission by the Customer that results in or amounts to a breach of its obligations under this Agreement;
- (d) delays, delivery failures, or any other loss or damage resulting from the transfer of data over third-party communications networks and facilities, including the internet; or
- (e) the Customer's failure to determine its compliance with applicable laws in its use of the Services.

8.5 Remedies

8.5.1 If the Customer notifies the Provider in writing of a breach of the warranties, the Provider will, within 30 days of notification, at its discretion (acting reasonably) and expense:

- (a) repair or replace the non-conforming Services or re-perform the Support Services or Add-On Services (if applicable); or
- (b) if repair, replacement, or reperformance is not feasible, terminate the affected Services and provide a pro-rata refund for any unused fees paid by the Customer.

8.5.2 These remedies are the Customer's sole and exclusive remedies for breach of warranties.

8.6. Disclaimers

8.6.1 To the maximum extent permitted by law, the Provider disclaims all warranties not expressly stated in this Agreement, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, and uninterrupted or error-

free operation.

8.6.2 Except as expressly provided, all Services, support, and materials are provided on an “as is” and “as available” basis. The Provider makes no warranty that the Services, Documentation, or that results of use will:

- (a) meet the Customer’s or any third party’s requirements;
- (b) operate without interruption;
- (c) achieve any intended result;
- (d) be error-free; or
- (e) be compatible or work with Customer components.

Changes to or unavailability of Customer components, connections, or environments during the Agreement Term do not alter the Customer’s obligations under this Agreement.

9. LIMITATION OF LIABILITY

9.1 Liability Cap. Unless otherwise agreed in the Key Terms, each Party’s total aggregate liability arising under or in connection with this Agreement shall not exceed fees paid or payable in the 12-month period immediately preceding the first event giving rise to a claim (**Liability Cap**).

9.2 Liability Exemption. Neither Party will be liable for (a) any indirect, special, or consequential damages; or (b) whether incurred directly or indirectly, any loss of profits, revenue or goodwill, anticipated savings, or wasted expenditure (and even if advised of the possibility of such losses).

9.3 Exclusions from Liability Cap

9.3.1 The limitations and exclusions of liability set forth in this Agreement do not apply to:

- (a) amounts due and payable by the Customer for the Services under this Agreement;
- (b) the indemnification obligations in Section 10;
- (c) violation of a Party’s intellectual property rights;
- (d) fraud or wilful misconduct; or
- (e) any other liability that cannot be excluded or limited under applicable law.

9.4 Applicability of Limitations and Exclusions. The limitations and exclusions in this Section 9 shall apply regardless of the legal basis of the claim, including contract, tort (including negligence), statute, strict liability, or any other legal theory.

10. INDEMNITIES

10.1 Indemnity by the Provider

10.1.1 Subject to Section 9.3 (Exclusions from Liability Cap), the Provider agrees to defend any suit or action brought against Customer for any third-party claim that the Services directly infringe such third party's patent, copyright, or trademark, or misappropriates such third party's trade secret (**Infringement Claim**).

10.2 Exclusions and Limitations

The Provider shall have no liability or obligations under this Section 10 for any Infringement Claim to the extent that it results from:

- (a) modifications to the Services made by a party other than the Provider or a party under its direct control;
- (b) the combination, operation, or use of the Services with unauthorized third-party products, software, services, or materials;
- (c) use of the Services in breach of the Agreement; or
- (d) any Customer Content, designs, instructions, specifications, or similar materials provided by the Customer.

10.3 Remedies for Infringement. In the event of an Infringement Claim or Provider's reasonable belief that an Infringement Claim may arise, the Provider, at its option and expense, may:

- (a) procure the right for the Customer to continue using the Services in accordance with the Agreement; or
- (b) make modifications to or replace the Services so that they become non-infringing without incurring a material reduction in performance or functionality; or,
- (c) if (a) or (b) are not commercially feasible, terminate the Customer's right to use the infringing Services and refund the unused remainder of any prepaid Fees for those Services.

10.4 Indemnity by the Customer. The Customer agrees to defend any suit or action brought against the Provider for any third-party claim that (a) the Customer Content directly infringes such third party's patent, copyright, or trademark, or misappropriates such third party's trade secret, or violates applicable law; or (b) arises from the Customer's authorized use of the Service's automated application features, including claims by employers, applicant tracking system (ATS) operators, or other third parties related to the content, accuracy, or automated submission of applications on the Customer's behalf. Notwithstanding Section 9.3, the Customer's aggregate indemnification liability under this Section 10.4 shall not exceed the greater of (i) all fees paid by the Customer to the Provider in the twelve (12) month period preceding the first event giving rise to a claim, or (ii) one thousand U.S. dollars (USD 1,000); provided, however, that this cap does not apply to claims arising from (x) the Customer's fraud or willful misconduct, or (y) the Customer's knowing submission of false, fabricated, or materially misleading information into the Service.

10.5 Indemnification Procedure. The indemnifying Party shall not settle any claim in a manner that materially prejudices the indemnified Party without the indemnified Party's prior written consent. Each Party agrees to indemnify the other from any resulting costs related to such defence and damages finally awarded by a court of competent jurisdiction, provided that:

- (a) the indemnified Party promptly notifies the indemnifying Party in writing of the claim;
- (b) the indemnifying Party has sole control of the defence and all related settlement negotiations; and
- (c) the indemnified Party provides the indemnifying Party with the information, assistance, and authority necessary to fulfil its obligations under this Section 10.

10.6 Limitation. This Section 10 sets out the Parties' sole and exclusive remedies and their entire liability with respect to claims that are subject to indemnification under the Agreement.

11. CONFIDENTIALITY

11.1 Definition of Confidential Information Each Party may share confidential, proprietary, or sensitive information (**Confidential Information**) with the other in connection with this Agreement. Confidential Information does not include publicly available information obtained without breach of this Agreement or any information that:

- (a) was known by the receiving Party on a non-confidential basis before disclosure,
- (b) was lawfully obtained from a third party without confidentiality obligations, or
- (c) is independently developed without reference to or use of the disclosing Party's information.

11.2 Obligations Regarding Confidential Information. The receiving Party agrees to use Confidential Information solely for purposes of this Agreement, to protect it using at least the same level of care as it uses for its confidential information, and to limit the disclosure to its employees, contractors, or agents who need to know it to fulfil obligations under this Agreement and are bound by confidentiality obligations. The receiving Party may disclose Confidential Information if required by law, provided it promptly notifies the disclosing Party (if permitted) and cooperates to minimise the disclosure. Upon termination of this Agreement, the receiving Party will, upon written request, destroy or return Confidential Information, except as required for legal or regulatory purposes or archival practices.

12. TERM AND TERMINATION

12.1 Term. This Agreement commences on the Agreement Start Date and remains in effect until terminated in accordance with this Section 12 (the "Agreement Term"). Unless otherwise specified in the Key Terms, Customer's subscription to the Services will begin on the date Customer first subscribes within the Services and will continue on a recurring basis (monthly or annually, as selected by Customer) until cancelled. Customer may cancel its subscription at any time through the account settings within the Services, in which case cancellation will be effective at the end of the then-current billing period. Provider may terminate this Agreement or

any subscription in accordance with the termination rights in this Section 12.

12.2 Termination Rights. Either Party may terminate this Agreement immediately by giving written notice to the other Party if:

- (a) the other Party commits a material breach of this Agreement that is not remedied within 30 business days of receiving written notice specifying the breach and requiring it to be remedied;
- (b) the other Party engages in persistent breaches which, when taken together, can reasonably be considered to constitute a material breach and shall be subject to the remedy period set out in 12.2(a) above;
- (c) the other Party is unable to pay its debts when they fall due or admits inability to pay its debts, becomes insolvent, files for bankruptcy, or undergoes similar proceedings; or
- (d) the other Party's operational or business processes have demonstrably and substantially changed to the extent that it is no longer capable of meeting its obligations under this Agreement.

12.3 Actions on Termination. Upon termination of this Agreement, if requested by Customer during the Data Export Period, the Provider must return to the Customer (or otherwise make available functionality for the Customer to download) a copy of the Customer Content in a commonly used, machine-readable format. Following the conclusion of any applicable Data Export Period, the Provider will delete all Customer Content from its systems within the Data Deletion Period specified in the Key Terms unless retention is required to comply with legal or regulatory obligations. The Provider will ensure that deletion is performed in a secure and industry-standard-compliant manner.

12.4 Suspension of Services

12.4.1 The Provider may suspend or limit the Customer's use of the Services under the following circumstances (**Suspension Triggers**):

- (a) **Overdue Payments:** Payments are overdue by 15 days or more.
- (b) **Illegal or Inappropriate Use:** The Provider becomes aware of, or has valid reason to believe, the Customer is engaging in unlawful use of the Services.
- (c) **Risk of Harm:** The Provider determines that the Customer's use may harm the Services, compromise the security of the Provider's systems or other customers, or infringe on third-party rights.
- (d) **Breach of Agreement:** The Customer's use of the Services breaches this Agreement, disrupts other customers or adversely impacts the performance of the Provider's systems.

12.4.2 In the event of a Suspension Trigger, the Provider may take actions including immediate suspension in emergencies or within 30 days for other triggers. The Provider will notify the Customer in writing (where permitted by law) and may modify, suspend, or deactivate the Services to address the issue or comply with this Agreement and applicable laws.

12.4.3 If the Customer is subject to an investigation for alleged illegal or inappropriate use of the Services, they must cooperate with the Provider. Failure to cooperate or resolve the issue within a reasonable timeframe may result in immediate suspension or termination of access to the Services.

12.4.4 The Provider will take reasonable steps to mitigate and minimise the duration of any



suspension. Access to the Services will be restored promptly once the underlying issue is resolved to the Provider's reasonable satisfaction.

13. GENERAL TERMS

13.1 Notices. Formal notices under this Agreement must be in writing and sent to the email or postal addresses on the Agreement's Cover Page as may be updated by a Party to the other in writing.

13.2 Third parties. Only Parties to this Agreement have the right to enforce any of its terms.

13.3 No Partnership. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership, joint venture, agency, fiduciary relationship, or other form of legal association between the Parties. Neither Party shall have any authority to bind or obligate the other Party in any manner unless expressly agreed in writing.

13.4 Amendments. The Provider may modify this Agreement. For material changes, the Provider will give notice (by email or in-app) at least fourteen (14) days before the changes take effect, and where the Service requires it will request renewed consent. Continued use of the Service after the effective date constitutes acceptance of the modified Agreement.

13.5 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, except in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. Any assignment made in violation of this Section will be null and void.

13.6 Waiver. If a Party fails to enforce a right under this Agreement, that will not be deemed a waiver of that right at any time.

13.7 Counterparts. This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

13.8 Governing Law. This Agreement shall be governed by and construed in accordance with, the Governing Law as outlined in the Key Terms, disregarding its conflict of laws and jurisdiction provisions.

13.9 Dispute Resolution. Any dispute arising in connection with this Agreement must be resolved by the Dispute Resolution Method as outlined in the Key Terms.

13.10 Force Majeure. Neither Party will be considered in breach of this Agreement if a delay in meeting their obligations is caused by something beyond their reasonable control. This includes, but is not limited to, strikes, industrial disputes, utility or transport failures, natural



disasters, war, riots, vandalism, compliance with laws or government orders, terrorist acts, internet or communication network failures, cyberattacks, fires, floods, or storms. The affected Party must inform the other Party as soon as possible and resume their obligations as soon as the issue is resolved.

13.11 Entire Agreement. This Agreement, including its appendices and other documents that are referenced throughout the Agreement, constitutes the entire agreement between the Parties and replaces any pre-contractual agreements, warranties, conditions, duties and obligations that the Parties have agreed to during their negotiations.

13.12 Severability. If any provision in this Agreement is determined to be unenforceable, invalid, frustrated, or otherwise beyond the scope permitted by law, the remainder of the Agreement shall remain operative.

13.13 Survival. The rights and obligations of the Parties under this Agreement that by their nature or context are intended to survive termination or expiration of this Agreement will remain in effect, including but not limited to Sections related to Fees, Confidentiality, Intellectual Property, Indemnification, Limitation of Liability, Governing Law, and Dispute Resolution.