

# Snagajob Employer Terms

## Effective Dates:

**For users new to Snagajob on or after July 23, 2021: Immediately**

**For all other users: August 6, 2021**

**Last Updated Date: July 23, 2021**

Please read this Snagajob Employer Terms (the "**Employer Terms**") to the [Snagajob General Terms of Use](#) carefully.

These Employer Terms apply to all Employers who access and use the Website or the Services to post or submit job advertisements for review by individuals seeking employment ("**Job Seekers**") or otherwise access any Services designed for Employers. These Employer Terms do not apply to the posting of solicitations for "Shift Services" (which Services are governed by the [Shifts Terms](#)). These Employer Terms also govern any Sales Order (as defined below) entered into between you, the Employer, and Snagajob.

**THESE EMPLOYER TERMS, AS INCORPORATED INTO THE [GENERAL TERMS OF USE](#), AND COMBINED WITH ANY AND ALL SALES ORDERS, INCLUDING ONLINE ORDERS, ENTERED INTO BY SNAGAJOB AND YOU, THE EMPLOYER, ("SALES ORDERS") SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE WEBSITE AS AN EMPLOYER OR RELATED TO EMPLOYER SERVICES (COLLECTIVELY, THE "AGREEMENT"). THESE EMPLOYER TERMS REPLACE THE EMPLOYER TERMS OF USE AS OF THE EFFECTIVE DATE SET FORTH ABOVE AND ALL REFERENCES TO THE EMPLOYER TERMS OF USE SHALL BE DEEMED TO BE REFERENCES TO THESE EMPLOYER TERMS. THESE EMPLOYER TERMS SHALL NOT APPLY TO A SALES ORDER IF THE EMPLOYER AND SNAGAJOB HAVE MUTUALLY EXECUTED A MASTER SERVICE AGREEMENT OR SIMILAR DOCUMENT THAT DOES NOT INCORPORATE THESE EMPLOYER TERMS OR THE EMPLOYER TERMS OF USE (AN "MSA") AND ANY PROVISION OF THE TERMS THAT IS INCONSISTENT WITH THE MSA WILL BE OF NO FORCE OR EFFECT.**

These Employer Terms are hereby incorporated into the [General Terms of Use](#). To the extent that there is any conflict between these Employer Terms and the [General Terms of Use](#), the provision(s) in the Employer Terms will prevail, but solely to the extent such conflict exists. To the extent that there is any conflict between the Employer Terms and a Sales Order, the provision(s) in the Sales Order will prevail, but solely to the extent such conflict exists. Capitalized terms not otherwise defined herein will have the meaning set forth in the [General Terms of Use](#). We may at our sole discretion modify the Employer Terms on a going-forward basis. We will post notice of the date of the most recent update by revising the header at the top of this document.

EVERY TIME EMPLOYER USES THE EMPLOYER SERVICES, EMPLOYER ACKNOWLEDGES AND AGREES TO THE EMPLOYER TERMS AND THE GENERAL TERMS OF USE.

## 1. Employer Services.

1.1 Snagajob permits Employers to access the Website and the Snagajob mobile application (the "App") to post job listings ("**Job Listings**") and to use Snagajob's applicant tracking and onboarding services and other related services (collectively, the "**Employer Services**"). Snagajob uses proprietary matching technology to assist the matching of Job Seekers to Job Listings. In connection with the Employer Services. Snagajob does not provide any screening, background checks, independent verification or training in connection with Job Seekers and the Employer Services. Employer Services does not include services provided by Job Seekers hired by Employers.

1.2 Employer and Snagajob agree that Snagajob will provide or make available to Employer, and Employer will purchase and pay for, the

Employer Services described in each Sales Order for the service period(s) specified in, or to the extent otherwise provided in, such Sales Order (the "**Service Periods**").

1.3 Snagajob may make available third-party products and/or services for integration with the Services, pursuant to a Sales Order (collectively, "Third-Party Offerings"). Employer agrees that Snagajob is not responsible for, and does not provide or control, those Third-Party Offerings. Snagajob encourages Employer to read the legal notices and privacy policies of each and every provider of such Third-Party Offering. Employer's use of a Third-Party Offering will be subject to the terms of use, privacy policy, and any other applicable terms and conditions, required by the provider of such Third-Party Offering. Snagajob makes available Third-Party Offerings only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Offerings, and Employer accesses and/or uses all such Third-Party Offerings at its own risk.

1.4 Snagajob reserves the right to make modifications to the Employer Services during the Service Period of the applicable Sales Order, provided that such modifications do not have a material adverse effect on the functionality of the Employer Services.

## **2. Payments.**

2.1 Employer agrees to pay for all of the Employer Services described in each Sales Order at the prices and rates, plus taxes, specified in such Sales Order, without offset or deduction. Unless another payment method or other payment terms are agreed to by Employer and Snagajob in a Sales Order, all such payments will be due and must be paid within 30 days of the invoice date. If any such payment is not paid when due hereunder Snagajob may suspend the delivery of Employer Services to Employer until payment is made, without extending the Service Period of the Employer Services, and Employer agrees to pay Snagajob interest on such overdue payment at the rate of 1.5% per month, or the highest rate permitted by applicable law, whichever is lower, and to reimburse Snagajob on demand for all costs of collection incurred by Snagajob, including, without limitation, reasonable attorneys' fees and costs.

2.2 Employer will be responsible for and agrees to pay all sales, use, value-added, excise and other taxes, if any, relating to the Sales Order(s) or the Employer Services, other than taxes based on Snagajob's net income.

2.3 Snagajob will have the right to modify the prices and rates it charges for the Employer Services in connection with the auto-renewing of Sales Orders by providing not less than 90 days prior written notice to Employer. Such modified prices and rates will become effective at the beginning of the next Service Period for the applicable Employer Services.

## **3. Term and Termination of Sales Orders.**

3.1 Employer may terminate a Sales Order with respect to one or more Services prior to the applicable scheduled termination date(s) if Snagajob ceases its business activities, makes a general assignment for the benefit of creditors, or becomes the subject of a voluntary or involuntary bankruptcy or insolvency proceeding.

3.2 Snagajob may terminate a Sales Order with respect to one or more Employer Services prior to the applicable scheduled termination date(s) if: (i) Employer breaches any provision of the Agreement; (ii) Employer ceases its business activities, makes a general assignment for the benefit of creditors or becomes the subject of a voluntary or involuntary bankruptcy or insolvency proceeding; or (iii) Snagajob gives 30 days written notice of termination to Employer.

3.3. Upon the expiration or earlier termination of a Sales Order with respect to one or more Employer Services, (i) the licenses granted to Employer under the Agreement will automatically and immediately terminate, and Employer will no longer have any right to access or use the Website and the App (the "Snagajob Properties") in connection with the applicable Employer Service(s); provided that, access to the E-Verify Services will be provided until notice of the cancellation or termination of the E-Verify account has been received from the U.S. government, (ii) Snagajob will no longer have any obligation to provide the applicable Employer Service(s) (or any related Services), and (iii) Employer will pay to Snagajob all fees and other amounts due with respect to Employer Services provided on or before the expiration or termination date, and, Employer, unless a sales order is terminated pursuant to section 3.1 or 3.2(iii), will pay to Snagajob all fees and other amounts payable for Employer Services under the applicable Sales Order for the remainder of the current initial or renewal term.

3.4 Unless a Sales Order has been terminated based on Employer's failure to pay fees or other amounts due to Snagajob under the Sales Order, Snagajob will, upon Employer's written request within 30 days following termination, provide to Employer an electronic copy of any Employer job postings s provided by Employer to Snagajob in connection with the Employer Services and employee data that are then available in Snagajob's systems ("**Employer Materials**"), in a standard data format that is reasonably accessible by Employer. If Employer requests Snagajob to provide an electronic copy of Employer Materials, Employer agrees to pay Snagajob's then-standard rates for such service. After 30 days following termination or expiration, Snagajob will have no obligation to maintain or provide any Employer Materials and may thereafter, unless legally prohibited, delete all Employer Materials in its system or otherwise in its possession or under its control.

#### **4. Snagajob Obligations.** Snagajob will:

4.1 perform the Employer Services substantially in accordance with any applicable written specifications published by Snagajob and substantially in accordance with any product or services descriptions set forth in the applicable Sales Order or in any related Statement(s) of Work, and

4.2. use commercially reasonable efforts to provide support services in accordance with any service level agreements set forth in the applicable Sales Order or in any related Statement(s) of Work.

#### **5. Employer obligations.**

5.1 Employer will comply with all federal, state and local employment, data protection, privacy and other applicable laws and regulations related to:

5.1.1 the application questions and other materials included or used in connection with the Job Listings submitted by or on behalf of Employer through the Employer Services, including the Employer Materials,

5.1.2 the application questions and other materials and technology used by Employer in screening or making hiring decisions regarding potential employees,

5.1.3 Employer's other hiring practices, including, without limitation, the use of any results of any application questions, procurement, screening or assessment Employer Services provided hereunder, and

5.2 Employer will not use the Employer Services, including the results of any procurement, screening, or assessment, to discriminate against candidates or current employees in violation of any federal, state or local employment or other applicable laws or regulations.

**6. Representations and Warranties.** Each of Employer and Snagajob represents and warrants to the other party that (i) it is a corporation or other entity duly organized and validly existing in good standing under the laws of the state of its incorporation or organization, and it has the corporate or other power to own its property and to carry on its business as now being conducted, (ii) it has full power and authority to enter into this Agreement and to perform its obligations hereunder and thereunder, all of which have been duly authorized by all required corporate or other action by it, (iii) no consent or approval of, notice to or filing with any governmental authority or third party is required as a condition to the validity or enforceability of this Agreement as to it, (iv) the Agreement constitutes the valid and legally binding agreement of it enforceable in accordance with its terms, (v) there are no proceedings pending or threatened before any court or governmental or administrative agency that would reasonably be expected to affect the validity or enforceability of the Agreement as to it, and (vi) it is not a party to or otherwise bound by any contract or agreement which in any manner would prohibit it from entering into this Agreement or performing its obligations hereunder.

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

7.1 THE REPRESENTATIONS AND WARRANTIES MADE BY SNAGAJOB IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER

REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, SNAGAJOB DOES NOT REPRESENT OR WARRANT THAT THE SNAGAJOB PROPERTIES WILL BE UNINTERRUPTED, SECURE OR ERROR FREE OR THAT ANY SPECIFIC RESULTS WILL BE OBTAINED USING THE SNAGAJOB PROPERTIES.

7.2 Snagajob makes no representation or warranty with respect to any Job Seeker, including, but not limited to, the veracity or completeness of their profile or application materials, their fitness for any employment, or their performance of services for an Employer upon being hired. Snagajob is not the provider of the Third-Party Offerings and makes no representations or warranties with respect to such Third-Party Offerings.

**8. Ownership of Property.** As between Employer and Snagajob, any Employer Materials are and will remain the property of Employer. Employer grants to Snagajob an irrevocable, royalty-free, nonexclusive license to use, copy, display and distribute Employer Materials to the extent necessary to provide the Services and to administer, maintain or improve the Employer Services, and to use the Employer Materials, after anonymizing all Employer and personally identifiable information, for research and development purposes.

#### **9. Snagajob Indemnification.**

9.1 Provided that Employer complies in each instance with Section 9.2 below, and subject to Snagajob's rights in Section 9.3 below, Snagajob agrees to indemnify Employer from and against any loss, cost, damage and expense (including reasonable attorneys' fees) incurred by Employer as a result of a final judgment against Employer in favor of a third-party to the extent that such arise directly out of a claim that the Snagajob Properties (excluding any Third-Party Offerings) infringe or otherwise violate any U.S registered patent, copyright, trademark or service mark of that third-party.

9.2 If any third-party claim is made against Employer for which Snagajob may be required to provide indemnification under Section 9.1 above, (i) Employer will promptly notify Snagajob in writing of such claim, in no event later than 10 days prior to the date on which a response to the claim is required, (ii) Snagajob will have full authority, at its option, to defend such claim and Employer will provide reasonable assistance in such defense, and (iii) Snagajob will have full authority, at its option, to control the defense of such claim at its expense and all negotiations for the compromise and settlement of such claim.

9.3 If Snagajob determines that any third-party claim that the Snagajob Properties infringe or otherwise violate any U.S. registered patent, copyright, trademark or service mark of a third party is valid, Snagajob will have the right, at its expense (i) to obtain for Employer the right to continue using the Snagajob Properties, under the Agreement, (ii) to modify the Snagajob Properties, as applicable, provided hereunder so that they are no longer infringing with no materially adverse effect on their functionality, or (iii) to terminate the Sales Order(s) with respect to the infringing Snagajob Properties and refund to Employer any related prepaid fees for the remainder of the current initial or renewal term.

9.4 The agreements contained in this Section 9 constitute the exclusive liability and responsibility of Snagajob for, and the exclusive remedy of Employer regarding, any claim that the Snagajob Properties infringe or otherwise violate any patent, copyright, trademark or service mark of a third party.

**10. Employer Indemnification.** Employer agrees to indemnify, defend and hold Snagajob and its licensors harmless from and against any damages, costs and expenses (including reasonable attorneys' fees) incurred by Snagajob as a result of or in connection with any third-party claim that (i) any of the Customer Materials infringes or otherwise violates any patent, copyright, trademark, service mark, trade secret or other intellectual property right of a third party, and/or (ii) Employer's employment application, including but not limited to any questions regarding criminal convictions, or any procurement, screening, testing, assessment, hiring or firing policies or practices, or improper use of Snagajob Properties, violates any applicable employment, data protection, privacy or other law or regulation.

## 11. **Limitation of Liability.**

SNAGAJOB AND ITS AFFILIATES ARE NOT LIABLE UNDER OR RELATED TO THIS AGREEMENT FOR ANY OF THE FOLLOWING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: (i) ANY INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES OF ANY TYPE OR KIND; OR (ii) ANY PROPERTY DAMAGE OR LOSS, OR LOSS OR INACCURACY OF DATA, OR LOSS OF BUSINESS, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE. EXCEPT FOR CLAIMS FOR INDEMNIFICATION UNDER SECTIONS 9 AND 10 ABOVE AND CUSTOMER'S PAYMENT OBLIGATIONS. UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER FOR MORE THAN THE AMOUNTS PAID OR PAYABLE BY EMPLOYER TO SNAGAJOB DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE DATE GIVING RISE TO LIABILITY.

## 12. **Confidentiality.**

12.1 Snagajob and Employer each (a "**Receiving Party**") will hold in confidence, and will use solely for purposes of or as provided in the Agreement, any Confidential Information received by it from the other (a "**Disclosing Party**") or derived from Confidential Information received from the other, and will protect the confidentiality of such with the same degree of care that it exercises with respect to its own information of like import, but in no event less than reasonable care, for a period of three years from the date of termination of the Agreement.

12.2 If a Receiving Party is required by legal, judicial or administrative process or applicable laws (including federal securities laws) to disclose Confidential Information of the other party, the party required to disclose such information will give the other party notice of the required disclosure and cooperate, at the expense of the other party, in seeking to quash or limit the disclosure.

12.3 All material containing Confidential Information of the other party will at the request of the other party be returned or destroyed upon termination of the Agreement, excluding materials that a Receiving Party is required to retain by applicable law or internal retention policies, or that are automatically retained as part of a computer back-up, recovery or similar archival or disaster recovery system.

12.4 Any breach of the restrictions on use of Confidential Information hereunder will cause irreparable injury and the party disclosing such Confidential Information has, without limitation, the right to seek injunctive relief, without bond and without prejudice to any other rights and remedies that may be available at law or equity for a breach or threatened breach of such restrictions.

12.5 "Confidential Information" means proprietary or trade secret information which, if disclosed in tangible or electronic form bears a confidentiality legend and if disclosed orally is identified as confidential at the time of disclosure or is information of a type that a reasonable person would understand is confidential or proprietary.

## 13. **Miscellaneous.**

13.1 The following Sections will survive the termination or expiration of this Agreement: Sections 2, 3, 9, 10 and 12. Any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement will also survive any expiration or termination.

13.2 Snagajob and Employer agree that Employer may only amend a Sales Order by an email in the form provided by Snagajob, or through the Snagajob online portal, as available, and only to make the following changes: (i) reallocate the budgeted amount between Performance Products; (ii) increase the quantity of the Services at the same rate as the rate in the Sales Order, with a corresponding increase in total price; (iii) change the cost per click rate ("**CPC**"); (iv) change the budget for Performance Products; or (v) extend the campaign end date for Performance Products. Employer and Snagajob agree that all such amendments sent by email or through the Snagajob online portal will be subject to all the terms and conditions of the Agreement. Employer may add additional locations through Snagajob's "PeopleMatter" Employer Services and agrees to pay for such additional locations at the rate indicated in the Sales Order.

13.3 Employer grants to Snagajob a limited, non-exclusive, nontransferable, royalty free right and license during the Term to use Employer's tradename and logo (collectively, the "**Employer Marks**") on its website or customer list to identify Employer as a client of Snagajob and in a mutually approved press release to announce that Employer is a client of Snagajob. Snagajob will comply with Employer's trademark usage guidelines in using Employer's Marks. Snagajob will not use Employer Marks in a manner that dilutes, tarnishes, or blurs the value of the Employer Marks. Any goodwill accrued as a result of Snagajob's use of the Employer Marks inures solely for the benefit of Employer.

13.4 All communications, notices and disclosures required or permitted by this Agreement will be made by email and will be deemed to have been given upon dispatch of the email containing such notice (i) to Employer, at the email address set out in the most recent Sales Order or subsequent written instruction given by Employer to Snagajob and (ii) to Snagajob at [legal@snagajob.com](mailto:legal@snagajob.com).

13.5 Neither party may assign any Sales Order, in whole or in part, without the prior written consent of the other party, which consent will not be unreasonably withheld, provided that Snagajob may assign its rights and obligations under this Agreement, in whole or in part, without the Employer's consent, as follows: (i) to any Snagajob affiliate; or (ii) in connection with the sale of a business segment, or product line or other divestment or sale or disposition of assets or any merger, stock purchase, or other acquisition involving Snagajob to a successor entity or transferee of all or substantially all of Snagajob's material assets. Any attempted assignment by a party not in accordance herewith will be null and void and of no force or effect.

13.6 ALL DISPUTES RELATED TO THIS AGREEMENT MUST BE BROUGHT IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION AND SHALL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

13.7 Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.8 If any portion of this Agreement is held invalid or unenforceable, that portion will be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions will remain in full force and effect.

13.9 The Agreement constitutes the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

END OF EMPLOYER TERMS