## Job Seeker 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 these Snagajob Job Seeker Terms (the "Job Seeker Terms") carefully.

These Job Seeker Terms apply to all users ("**Job Seekers**") who are accessing the Website or using the Services to respond to job advertisements posted by Employers for full-time or part-time employment ("**Job Seeker Services**").

THESE JOB SEEKER TERMS, AS INCORPORATED INTO THE GENERAL TERMS OF USE, SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE WEBSITE AS A JOB SEEKER.

These Job Seeker Terms are hereby incorporated into the General Terms of Use. To the extent that there is any conflict between these Job Seeker Terms and the General Terms of Use, the provision(s) in these Job Seeker Terms 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 these Job Seeker Terms on a going-forward basis. We will post notice of the date of the most recent update above.

EVERY TIME YOU USE THE JOB SEEKER SERVICES, YOU ACKNOWLEDGE AND AGREE TO THESE JOB SEEKER TERMS AND THE GENERAL TERMS OF USE.

- 1. **Job Seeker Services.** The Job Seeker Services made available by Snagajob hereunder include profile building, access to job listings and resume building.
- 2. **License to Your Content**. In addition to the license granted in Section 5.5 of the General Terms of Use, please remember that when you create a public profile through the Snagajob Properties, you are expressly consenting to our use of Your Content, including your name, likeness, location, job history, image, photo, video, voice, documentation, and appearance that you provide, in connection with our jobseeker database that Employers can access and use to invite you to apply for jobs. If you do not want certain aspects of Your Content to be accessible by Employers, please do not include such Content in your profile. Further, when you submit an application to an Employer through the Snagajob Properties, you expressly consent to our use of Your Content in connection with your application and our delivery of your application and profile information to the designated Employer.

## 3. Posting Reviews.

3.1 The Job Seeker Services allow Job Seekers to post reviews, ratings and comments about Employers with whom they have worked through the Snagajob Properties (collectively, "Reviews"), and each Job Seeker is solely responsible for any content, opinion, statement, or recommendation contained therein. Reviews posted on our Services are not endorsed by Snagajob and do not represent the views of Snagajob. You acknowledge that any opinions, statement, recommendation, ratings, offers, advice or other information presented or disseminated in any Review are those of their respective authors who are solely responsible and liable for their content. That means that you, and not Snagajob, are solely responsible and liable for any Reviews that you post, including the content contained therein. By posting Reviews, you grant Snagajob a nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sublicensable right to (a) host, use, reproduce, modify, run, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Content of yours throughout the world in any media, now known or hereafter devised; (b) make the Review available to the rest of

the world and to let others do the same; (c) to provide, promote, and improve the Services and to make your Review shared on the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, promotion or publication of such Content of yours on other media and services, subject to our Privacy Policy and this Agreement; and (d) use the name and/or username that you submit in connection with such Review of yours. You acknowledge that Snagajob may choose to provide attribution of your Review at our discretion. You further grant Snagajob the right to pursue at law any person or entity that violates your or Snagajob's rights in your Review by a breach of this Agreement. You acknowledge and agree that your Review is non-confidential and non-proprietary. You affirm, represent and warrant that you own or have the necessary licenses, rights (including copyright and other proprietary rights), consents and permissions to publish and otherwise use (and for Snagajob to publish and otherwise use) your Review as authorized herein.

- 3.2 Additionally, with respect to Reviews posted, because we expect users to maintain a high level of integrity with respect to ratings and reviews posted through the Services, you agree: (i) to base any rating or review you post only on your first-hand experience with the Employer you are reviewing; (ii) you will not submit a rating or review in exchange for payment or other benefits from any individual or entity, including any Employer; and (iii) your review will comply with the terms set forth in Section 7.1 of the General Terms and Conditions.
- 4. Additional Disclaimer of Warranties. IN ADDITION TO THE DISCLAIMER OF WARRANTIES AND CONDITIONS SET FORTH IN THE GENERAL TERMS OF USE:
- 4.1 SNAGAJOB CANNOT GUARANTEE AND DOES NOT PROMISE ANY EMPLOYMENT OR OTHER SPECIFIC RESULTS FROM USE OF THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SNAGAJOB OR THROUGH SNAGAJOB PROPERTIES WILL CREATE ANY WARRANTY OR GUARANTEE NOT EXPRESSLY MADE HEREIN.
- 4.2 NONE OF THE SERVICES, CONTENT, MATERIALS, OR OTHER INFORMATION AVAILABLE ON OR THROUGH OUR WEBSITE OR APPLICATION CONSTITUTES EMPLOYMENT, CAREER, FINANCIAL, LEGAL, OR OTHER PROFESSIONAL ADVICE. YOU ARE ENCOURAGED TO OBTAIN ADVICE TAILORED TO YOUR PARTICULAR SITUATION FROM A QUALIFIED PROFESSIONAL IF YOU HAVE ANY OUESTIONS REGARDING ANY SUCH MATTERS.

END OF JOB SEEKER TERMS