

## Examiz Service Terms and Conditions

Examiz Services are provided by Examiz Limited, 71 Baggot Street Lower, D02 P593, Dublin, County Dublin, Ireland or Examiz Inc. (a tradename of EuroPro Inc.), 109 East 17th Street, Suite 25, Cheyenne WY 82001, U.S.A. or one of its affiliates (together "Examiz"). Examiz specializes in people and organizational analytics and provides the online analytics service as well as in talent matching and development services.

Welcome, and thanks for using Examiz Service platform and related products and services (the "Examiz Services"). You agree that by purchasing, signing up for, or otherwise using the Examiz Services, you are entering into a legal binding agreement (even if you are using Examiz Services on behalf of a company). The Examiz Services allow your Hiring Campaigns, Profile Postings or Analysis Requests to be served on service infrastructure or software of Examiz and enabled third parties (collectively, "Service Infrastructure"), e.g., websites, online portals and mobile applications.

### 1. Agreement

In addition to the Examiz User Agreement and Privacy Policy, these Service Terms and Conditions apply to the access and use of the Examiz Services. Additional terms may apply to specific features of the Examiz Services, and such terms will be presented when you engage with such features. To the extent of any conflict between different agreements that you have with Examiz, these Service Terms and Conditions and any feature-specific terms govern with respect to the use of the Examiz Services.

If you are accessing or using the Examiz Services on behalf of a business or third party, you represent and warrant that you have the authority to do so and to bind that business or third party to these Terms and Conditions, and your agreement to these Service Terms and Conditions will be treated as their respective agreement. In this event, Examiz may hold you responsible for violations of this agreement by that business or third party, and "you," "your" and "party" will also refer and apply to that business or third party.

### 2. Examiz Services

The Examiz Services are designed to help you reach quality internal and external candidates for job opportunities and internal career advancements, to analyze personality profiles and behavior patterns, and to assist with the hiring process. You are responsible for (i) all Hiring Campaigns, Profile Postings or Analysis Requests and content therefor submitted by or on your behalf through the Examiz

Services or otherwise to Examiz, including but not limited to the job descriptions, creatives, trademarks, images, URLs and pixels that comprise the Hiring Campaigns, Profile Postings or Analysis Requests or content therefor (collectively, your "Hiring Campaigns, Profile Postings or Analysis Requests"); and (ii) all content and property to which Hiring Campaigns, Profile Postings or Analysis Requests may direct viewers, as well as redirects ("Destinations").

The Examiz Services also offers the option to use a Hiring Campaign or Analysis Request and Applicant Portal ("Talent Portal"), which, for an additional fee, will secure manage certain application steps. Examiz will otherwise determine the size, placement and positioning of your Hiring Campaigns, Profile Postings or Analysis Requests. Examiz will serve your Hiring Campaigns, Profile Postings or Analysis Requests as inventory becomes available on the Service Infrastructure.

You are responsible for any activity conducted through your account, including any purchases made or charges incurred. If you identify that you are using the Examiz Services on behalf of a business, you agree that Examiz may share information about your purchases and use of the Examiz Services with that business, including its representatives and agents. If that business indicates that you are no longer authorized to use Examiz Services on its behalf (e.g., if you leave that business or changes roles within that business), you agree you may be removed from accounts associated with that business. You may not resell or transfer access to the Examiz Services to any other party.

Each Hiring Campaign or Analysis Request must be for one (1) career opportunity; it is not permitted for a Hiring Campaign or Analysis Request for more than one case.

Without limiting the prohibitions in the User Agreement or any other applicable agreement, you agree that you will not, and you will not enable or authorize any third party, by virtue of the Hiring Campaigns, Profile Postings or Analysis Requests, Destinations, or use of the Examiz Services, to:

- Create Hiring Campaigns, Profile Postings or Analysis Requests without a reasonable and legitimate intent to hire for a bona fide career opportunity or the specific position listed.
- Create Hiring Campaigns, Profile Postings or Analysis Requests that intentionally misrepresent the job, hiring company, or issuer.
- Fail to clearly disclose in any Hiring Campaign or Analysis Request that a position is for an independent contractor or is part-time, piecework,

commission-based, or has otherwise non-traditional working conditions or compensation may constitute intentional misrepresentation.

- Use any Examiz Service to reengineer or extract intellectual property or copyright protected content, layout or method of Examiz or its affiliates,
- Create Hiring Campaigns, Profile Postings or Analysis Requests for “business opportunities” that require payments or recruitment of others or that resemble franchises, multi-level marketing, club memberships, distributorships, or are entirely or almost entirely commission-based.
- Provide identifiable candidate resume or application data to any other parties.
- “Spam” or otherwise contact applicants for purposes other than related to the specific employment opportunity described in the Hiring Campaign or Analysis Request.
- Harass, stalk, or contact any applicant after they have asked not to be contacted.
- Create Hiring Campaigns, Profile Postings or Analysis Requests in the United States without possessing valid Federal or State Employer Identification Numbers, if applicable, or create Hiring Campaigns, Profile Postings or Analysis Requests in any other location in a manner that would not allow compliance with applicable tax and employment laws.
- Create Hiring Campaigns, Profile Postings or Analysis Requests for career opportunities that require applicants to pay for employment or otherwise bear costs related to employment in violation of applicable law.
- Soliciting employees by intentional misrepresentation.
- Create Hiring Campaigns, Profile Postings or Analysis Requests, advertise employment positions, or otherwise engage in recruitment or hiring practices that would be a violation of the law in your state or country, the state or country where the job is to be performed, or the state of California.
- Engage in solicitations, communications or transactions that violate any applicable laws or regulations related to the prohibition of employment discrimination, or that violate applicable laws governing legal eligibility to work.
- Engage in illegal or fraudulent conduct.
- Except as expressly authorized by Examiz in writing, use any automated means or form of scraping or data extraction to access, modify, download, query or otherwise collect information from the Service Infrastructure.
- Except as expressly authorized by Examiz in writing, copy, modify or create derivative works of the Examiz Services or any related technology.

- Create Hiring Campaigns, Profile Postings or Analysis Requests that contain malware, spyware or any other malicious code or otherwise interfere with the operation of the Examiz Services or any device or system or breach or circumvent any security measure of Examiz or a third party.

Examiz may, in its sole discretion, modify, or terminate any part or all of the Examiz Services or suspend your ability to use the Examiz Services. Examiz may reject or remove any Hiring Campaign or Analysis Request at any time for any reason, regardless of whether or not such Hiring Campaign or Analysis Request was previously accepted or served.

### **3. Fees, Payment and Cancellation**

You may be offered more than one billing option when you purchase Examiz Services. You agree to pay on the basis and at the rate selected when a Hiring Campaign or Analysis Request, order, or other purchase of Examiz Services was submitted through your account ("Rate"). You also agree to pay all applicable taxes, government charges and foreign exchange fees. Examiz will periodically charge your payment method at the applicable Rate. All amounts paid are non-refundable. You remain responsible for any uncollected amounts.

Examiz may charge interest for any overdue amounts at the rate of the lesser of 1% per month or the lawful maximum, and you agree to reimburse us for all collection costs for overdue amounts.

For non-flat Rates (e.g., Talent Portal and talent.MATCH, talent.SCOUT), the amount owed will be calculated based on Examiz tracking mechanisms. Examiz is not responsible for click fraud, technological issues or other potentially invalid activity by third parties that may affect the cost of running Hiring Campaigns, Profile Postings or Analysis Requests.

Your exclusive remedy for suspected invalid activity is to make a claim for an Examiz Services credit within 90 days of the date of that activity, and Examiz exclusive liability is in Examiz sole discretion, to issue Examiz Services credit for suspected invalid activity. Any Examiz Services credits that you may accrue are non-refundable and non-transferable and must be used prior to termination of these Service Terms and Conditions or your account.

Unless you change or remove your payment method, Examiz may store and update (e.g., upon expiration) your payment method for use with subsequent campaigns, orders and purchases submitted through your account.

#### 4. Intellectual Property Rights and Privacy

You grant to Examiz a non-exclusive, worldwide, royalty-free, sublicensable and transferable perpetual license to use, copy, modify, distribute and publish data you provided for your Hiring Campaigns, Profile Postings or Analysis Requests in connection with the performance of the Examiz Services (including for marketing and promotional purposes). You represent and warrant that you own or have all necessary rights (including intellectual property rights) to your Hiring Campaigns, Profile Postings or Analysis Requests (including to grant the license above).

If you choose to provide suggestions or feedback to Examiz about Examiz Services, you agree that Examiz can (but does not have to) use and share such feedback for any purpose without compensation to you. You may not disclose any information about Examiz pricing, metrics, member demographics or beta features. Examiz reserves all of its intellectual property rights in the Examiz Services as further described in the User Agreement.

Examiz Services contain intellectual property or copyrighted information, content and methods of Examiz or being licenced to Examiz. Therefore, you agree, without exception, to not reverse engineer any analytics or survey method, nor use any survey questions, layouts or report content without the written consent of Examiz. You also agree not to develop a service with similar functionalities, survey methods or questions used by Examiz Services. You agree that Examiz and its affiliates will suffer irreparable damage if its intellectual property or copyrighted information, content and methods or services are reengineered, released to a third party, or otherwise disclosed in breach of these terms and conditions, and that Examiz shall be entitled to obtain injunctive relief against a threatened breach or continuation of any breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

For the sake of clarity based in good faith, you agree not to apply for or obtain any intellectual property or copyright protection, and will not undertake any commercial or business activities or facilitate such activities in any way including with any third party in the area of the provided Examiz Services in respect of the intellectual property or copyrighted information, content and methods provided. Likewise, any modifications and improvements thereof by Examiz and its affiliates shall be the sole property of Examiz or respective licence giver. You further agree that this agreement for the intellectual property or copyrighted information, content and methods provided through the Examiz Services during the term of use shall remain in effect indefinitely, save otherwise agreed.

Each party will comply with applicable laws, self-regulatory rules, industry rules and governmental requirements (collectively, "Applicable Law") relating to its performance of these terms, including privacy and security laws (e.g., the EU Data Protection Directive 95/46/EC and EU Directive 2002/58/EC, each as amended and implemented in various EU countries). Without limiting the generality of the

foregoing, each party will prominently post a complete and accurate privacy policy on its websites and in its mobile applications.

Examiz and its affiliates will be the sole proprietor of all data and information generated by Examiz Services ("Examiz Services Data"). However, Examiz may grant you non-exclusive rights to use, copy, distribute and publish Examiz Services Data that are a result from the use of Examiz Services by you, and only on an aggregate and anonymous basis to assess the performance and effectiveness of your candidate search and assessment using the Examiz Services and to optimize your candidate search and selection.

You agree to use reasonable measures to protect the confidentiality of Examiz Services Data and to use appropriate security safeguards to protect Examiz Services Data in accordance with industry standards. You may share Examiz Services Data only with someone acting on your behalf, provided that you are responsible for ensuring their respective compliance with the Agreement and for limiting their respective use of the Examiz Services Data on your behalf. Without limiting the foregoing, you shall not (i) sell the Examiz Services Data; (ii) combine the Examiz Services Data with any data obtained by or on behalf of another employer; or (iii) except for use solely on your own behalf in a manner that does not identify the Examiz Services Data as associated with Examiz, transfer any Examiz Services Data (including anonymous, aggregate, or derived data) to any job search service, job Hiring Campaigns, Profile Postings or Analysis Requests board, data broker or other monetization related service.

## **5. Disclaimer of Warranties**

To the extent allowed under law, in addition to disclaiming all implied warranties and other warranties as provided in the User Agreement, Examiz and its affiliates (as defined in the User Agreement) disclaim all warranties regarding the Examiz Services, including but not limited to any warranty (a) about the accuracy of any candidate information (including but not limited to candidate applications, candidate identities, recommendations, connections, and references, analysis results); (b) concerning information on which the Hiring Campaign or Analysis Request targeting categories are based (e.g. member profile information); (c) concerning the rate at which inventory for your Hiring Campaigns, Profile Postings or Analysis Requests becomes available; (d) concerning the results of your candidate campaigns and other uses of the Examiz Services; or (e) that the Examiz Services will be uninterrupted or error-free.

The analysis results of Examiz Services reflect subjective views and assessments of contributing subjects and individuals and are not evidence-based and are not validated, and the used algorithms and pattern recognition methods can be inaccurate. Therefore, the analytics results could have a negative impact on anticipated career or business opportunities. If you are afraid of these risks,



please don't use our Examiz Services. While the used methods and algorithms of Examiz Services have been developed based on extensive research and scientific methods and are designed to provide indicators, they may not be considered or used as accurate assessments or predictions of individual's or group personalities, behaviors or performance. Therefore, none of the analysis results from Examiz Services shall be used for making any hiring, promotion, placement, or other business decision.

## **6. Indemnity**

Notwithstanding any review or approval of any use of Examiz Services, you agree to indemnify Examiz and its affiliates (as defined in the User Agreement), and hold Examiz and its affiliates harmless from any damages, losses and costs (including, but not limited to, reasonable attorneys' fees) related to third party claims or proceedings, arising out of or related to your Hiring Campaigns, Profile Postings or Analysis Requests, Destinations, use of the Examiz Services, any candidate hiring or employment decisions, and breach of these Service Terms and Conditions.

## **7. Limitation of Liability**

To the fullest extent permitted by law, neither party, including its respective affiliates, will be liable to the other in connection with these Service Terms and Conditions for lost profits or lost business opportunities, loss of data, or any indirect, incidental, consequential, special or punitive damages.

Neither party, including its respective affiliates, will be liable to the other in connection with these Service Terms and Conditions for an amount that exceeds the greater of (a) 5 times the total fees paid or payable to Examiz during the first 1-month period before the event giving rise to the liability or (b) USD \$100.00.

These limitations of liability do not apply to a party's (i) payment; confidentiality or indemnification obligations; (ii) liability for fraud, gross negligence or intentional misconduct; (iii) liability for death or personal injury; or (iv) violation of the other party's intellectual property rights.

## **8. Miscellaneous**

The provisions of the User Agreement relating to feature-specific terms, termination, interpretation, notice and assignability apply to these Service Terms and Conditions and the Examiz Services. Neither party relies on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether a party to these Service Terms and Conditions or not) relating to the subject matter of these Service Terms and Conditions, other than as stated in these Service Terms and Conditions. These

Service Terms and Conditions do not create a partnership, agency relationship, employer relationship or joint venture between the parties.

You shall immediately inform Examiz of any occurring defects concerning Examiz Services in writing (e-mail to support@examiz.com sufficient).

Examiz may change the terms of these Service Terms and Conditions by notice to you (for example, by a notice displayed in the Examiz Services, email, text message or mail), and both parties agree that changes cannot be retroactive. If you do not agree to these changes, you must stop using the Examiz Services. The following provisions of these Service Terms and Conditions survive its termination: Sections 2 through 4, as well as Sections 6 through 8.

The Examiz entity entering into these Service Terms and Conditions with you is determined pursuant to the Contracting Entity Terms. If an issue arises under these Service Terms and Conditions (including non-contractual disputes or claims) and the contracting entity based on the Contracting Entity Terms is (a) Examiz Inc Wyoming, (tradename of EuroPro Inc), then these Service Terms and Conditions are governed by the laws of Wyoming, and any action or proceeding (including those arising from non-contractual disputes or claims) related to these Service Terms and Conditions will be brought in a federal court in Cheyenne, Wyoming; or (b) Examiz Ireland, then these Service Terms and Conditions are governed by the laws of Ireland, and any action or proceeding (including those arising from non-contractual disputes or claims) related to these Service Terms and Conditions will be brought in Dublin, Ireland. Each party irrevocably submits to the jurisdiction and venue of the applicable courts. The prevailing party in any litigation may seek to recover its legal fees and costs.

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