

Terms of Service for Employers

The following terms and conditions apply to all Employers and other users who access or use the Site as intended for individuals and/or organizations seeking to make available information regarding employment openings, on their behalf or other's behalf, including but not limited to agencies purchasing for multiple parties, or otherwise indicate their acceptance to this Agreement. You further agree that the [Terms of Service for All Users](#) also apply. For the avoidance of doubt where the Terms of Service for All Users overlap or conflict with the Terms of Service for Employers, you agree that the Terms of Service for Employers will govern.

For purposes of this Section B of the Indeed General Terms of Service, all references to “you” or “your” shall mean you, the individual or organization accessing this Site in your capacity as an Employer or other user as described above.

1. Employer Accounts

When you create an Indeed account, a Company Page or post job listings advertising employment opportunities and other job-related contents, including links to third-party websites (“Job Listings” or “Job Ads”) on the Site, whether as part of the Indeed Ads Program or otherwise, you agree that this Agreement (including the [Data Processing Agreement](#)), the terms associated with any Indeed service you are using, and all of Indeed's policies, including the [Indeed Privacy Policy](#) and [Cookie Policy](#), apply to you.

When you create an Indeed account, Indeed may require that you verify your identity through a third party service called **ID.me**. By using **ID.me**, you are submitting your identification documents for verification through Indeed to **ID.me**, you are agreeing to share your identification and identity with **ID.me**, and you agree that **ID.me** is solely responsible for any collection, use, or loss of data you provide, including the capture or storage of any biometric identification or biometric identifiers. Indeed does not collect any biometric information or biometric identifiers, or receive any biometric information or biometric identifiers from ID.me.

When you access or use the Site in your capacity as an employee or other representative of an Employer, or if you create an Indeed account on behalf of an Employer, you represent and warrant that you have the authority to bind the Employer to this Agreement. When you create an account on behalf of an Employer, the account belongs to the Employer, and you acknowledge that any and all information that you provide Indeed through the account, such as the actions you take and when you take them, will be visible to the Employer.

As an Employer, your account is for business use and not for personal use. Indeed is not responsible for and disclaims all liability if your email is used improperly or falsely by a third

party. By registering for an Indeed account, you agree to receive mandatory email updates regarding account activity to your Indeed account. If you attempt to send an email from a name or email address that is not true, accurate, current or complete, we reserve the right to drop such email, and attempting to send such email is a violation of our terms. Employers may request that Indeed disable an account at any time by contacting the [Employer Help Center](#). Please note that Indeed may be required to preserve business records pertaining to that account to comply with its obligations under law. Alternatively, if an Employer agent wishes to access or delete their Personal Data held by Indeed, they should follow the steps listed in section 8 of this [Privacy Policy](#).

In some instances, multiple users may be linked to the same account (“a Linked Account”). A Linked Account is created when the primary account owner(s) (“Admins”) of an Employer account invites other users to the same account. Admin(s) can provide these other users varying levels of access and functionality (“Roles”) within the account, as described on the site, such as accessing account data, including candidate Personal Data, contained in the account of the user who initiated the invite, or purchasing services from Indeed under such account. If you are an Admin adding a user to a Role or several Roles, you represent to Indeed that you are an authorized representative of this account and that you have the authority to allow this data and access to be shared. You further agree to indemnify and hold harmless Indeed from any allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys’ fees and costs) that result from the sharing of this data, access to your account, and any purchases made under your account. When using a Linked Account, any users with access to certain Roles may have access to any or all account information, such as: communications and actions of all other users and applicants within the Linked Account, resume contacts, and billing information, and you consent to such access. When using a Linked Account, any users with access to certain Roles may also have the ability to purchase Indeed products under your account, and you agree that you are responsible for the payment of all such purchases made. If you accept another user’s invitation to link your Employer account to their Employer account, you acknowledge that any and all information about your activity in your Employer account, such as the actions you take and when you take them, will be visible to all linked users. Linked Account users will not be able to see your activity, such as your job searches, applications or preferences or your Indeed Profile information, contained in your Job Seeker account. You may visit your account settings at any time to unlink your account. The Admin assigned to an Employer account may also unlink any user from that Employer account at any time, and may be notified if your Linked Account is used to login from too many devices.

If your Indeed employer account has a credit card on file to pay for one Indeed product or service, Indeed may charge that card for any additional products or services you order.

You agree that Indeed may send notices to Job Seekers informing them that an Employer account has been compromised, including if such account is associated with you. Indeed cannot and does not guarantee that such notices will always be sent or received, and you therefore agree

that Indeed bears no responsibility for doing so. Indeed makes no warranty regarding, and disclaims any liability for, the accuracy, completeness, timeliness, or reliability of such notices.

Indeed may offer suggestions, recommendations, or information to users that may support or improve their experience on Indeed Sites. You understand that these offerings are provided as a courtesy and without warranty, and your use of such information is at your sole discretion. As an Employer, you are responsible for your use of the Site and any tools offered therein, including your decisions regarding your job description, the requirements for your job, compliance with applicable laws, including relevant federal, state, and local laws related to job postings, and whom you interview or hire. Indeed assumes no responsibility and disclaims all liability for any actions you take based on any information provided by Indeed. Indeed may limit your ability to post a job, or the visibility of your job, if it does not appear to indicate a salary above minimum wage, wage transparency laws, or does not comply with other applicable law; however Indeed is not responsible for, and you are solely responsible for, compliance with minimum wage and other legal requirements.

2. Employer Services Including Indeed Apply and Screener Questions

You also agree that, as a service to Job Seekers, Indeed may activate its Indeed Apply relay function for use in connection with your Job Listings, and that any Job Seeker may indicate interest in Job Listings through Indeed Apply, and that Indeed will send applications to the email address you provide. You also agree that Indeed may activate a chatbot, which enables Job Seekers to apply to your Job Ad by answering questions. The answers a Job Seeker submits are presented to you as a job application. When you use Indeed candidate management tools, including but not limited to your Employer Dashboard, or by activating the Indeed Apply relay function for your Job Listings, you acknowledge and agree that Indeed may make available functions allowing you to take actions regarding the Job Seeker, such as tools for setting up an interview, viewing a resume and rejecting a candidate. You agree that if you use such candidate management tools, Indeed may assemble the candidate's application materials, resume, answers to screener questions, assessment responses and other information the candidate provides to Indeed into one document or webpage. You further agree that Indeed is not responsible for maintaining or storing such application materials, and that you are responsible for your own compliance with any applicable record retention, reporting requirements or other applicable law. By using these tools you consent to any information shared through Indeed being processed and analyzed by Indeed according to this Agreement and Indeed's Privacy Policy. Indeed may store such information regardless of whether a job vacancy has been filled. Candidate Summaries may be provided by Indeed for certain Job Seekers in the Candidate Details page. These Summaries are populated with information from the Job Seeker and information provided by you in the Job Description. Candidate Summaries are not a recommendation for employment. Employers agree to review the full application and not to use such summaries as the basis for employment decisions.

You are responsible for the contents of your emails, application form, screener questions or their format, criteria you set for inviting candidates to interview, Company Pages that you create, update, or manage any Job Listings that you post, and any messages that you send through Indeed Apply or otherwise, and agree that Indeed is not responsible for such content and disclaims all liability for such content, including as to whether such content is legal. You agree that you are solely responsible for compliance with applicable law for all content on the Site, including minimum wage requirements, wage transparency laws, or any other law. If you close or change any Job Listings that you post, you agree to promptly update such Job Listings on Indeed or otherwise notify Indeed. Indeed may provide you with a mechanism for responding to requests for accommodations from Job Seekers. **You are responsible for ensuring that your selection criteria are job-related, that you do not pose “disability-related inquiries” or medical inquiries in violation of the law, and that you do not screen out people with disabilities or members of any protected category under the law. You further acknowledge that you are responsible for offering alternative methods of screening, if so required by the Americans with Disabilities Act or any similar law. You are responsible for clearly indicating that reasonable accommodations are available, engaging with and responding to any requests for accommodation, and providing information about how to request an accommodation to Job Seekers.**

You agree that Indeed may reject or remove any Job Listing or any questions for Job Seekers for any or no reason. For example, Indeed may remove any Job Listing or question that directly or indirectly discriminates against Job Seekers. Direct discrimination means, for example, that a Job Listing or question specifically makes clear that only Job Seekers matching a certain criteria are wanted, thereby excluding others because of, for example, their gender, race, age or disability. Indirect discrimination means, for example, that a Job Listing or question implicitly excludes certain classes of Job Seekers by making it impossible for them to qualify for the job requirements. You understand and agree that it is your responsibility to refrain from posting any Job Listing or question that directly or indirectly discriminates against Job Seekers or otherwise violates applicable law. Indeed further does not guarantee delivery, your receipt of the Job Seeker’s emails or application materials, or that there will be no mistakes in the transmission or storage of the data. You are solely responsible for checking your Employer dashboard to view job applications and other information. Any notifications, such as emails, you may receive about applications or other activities, are provided solely as a courtesy to you and you should not rely on them.

In the event a message being sent is intended for a closed account, these messages will not be deliverable. If you do not feel comfortable sending a message, such as an offer letter, to a Job Seeker through Indeed’s relay functions, do not use the Indeed relay functions and please contact the Job Seeker via another method. When using the Indeed Apply function, Indeed will attempt to send applications to the contact information provided to Indeed by you, however, Indeed has no ability to verify the contact information provided by you. In the event you provide incorrect contact information, it shall be your responsibility to correct, appropriately respond, or take any steps necessary to protect the privacy of such Job Seekers, and you indemnify Indeed for any damages resulting therefrom.

When Job Seekers apply or RSVP to your Job Listing, Indeed may request that they provide certain demographic information, such as race and ethnicity, gender, age, LGBTQ+ community membership, and disability status, as well as whether they have an arrest or conviction record (“demographic data”). By using the Program, you agree that Indeed may collect demographic data from Job Seekers applying to your Job Listing, and that Indeed may use it to evaluate and improve our products. You further agree that you as an Employer have no ability, right, or entitlement to view or access demographic data pertaining to any Job Seeker or related to any employer by any means including civil discovery, subpoena, or any other legal process without their permission. You agree you are solely responsible for complying with all applicable nondiscrimination laws. Indeed disclaims any warranty regarding the demographic composition of Job Seekers applying to any particular job.

When you use Indeed Apply for your Job Listings, you acknowledge and agree that Indeed may add functions into the corresponding Indeed Apply emails. In addition, Indeed may, on your behalf, send out reminder emails to Job Seekers you wish to interview. Indeed may also send emails to Job Seekers on your behalf indicating that your Job Listing is potentially a match for the Job Seeker’s resume. When you use screener questions, you may be given the option to instruct Indeed to send out rejection notices if the Job Seeker has not answered the questions in the manner set forth in the online instruction. If you choose such option, such candidates will receive rejection notices and will be set to rejected in your candidate dashboard. You further acknowledge that Indeed has no discretion in the transmission or storage of these or all other rejection notifications (which is purely mechanical), that transmission or storage is not guaranteed, and that the Job Seeker may not have answered the screener questions accurately. When you use Indeed’s candidate management tools, you may be given the option to send automatic rejection notices to candidates whose status you set to “rejected.” If you choose such option, you acknowledge that Indeed has no discretion in the transmission or storage of rejection notices.

Similarly, you may be given the option to use candidate management tools that schedule interviews on your behalf with Job Seekers who meet criteria you have selected. If you choose such option, Job Seekers will be scheduled for interviews and invited to interviews on your behalf via email based on whether information the Job Seeker has provided to Indeed (e.g., answers to screener questions, resume, Indeed Assessment Responses) matches criteria you have set. **You are responsible for ensuring that your selection criteria are job-related, that you do not pose “disability-related inquiries” or medical inquiries in violation of the law, and that you do not screen out people with disabilities or members of any protected category under the law. You are responsible for offering alternative methods of screening, if so required by the Americans with Disabilities Act or any similar law.** You further agree that Indeed has no discretion in the transmission or storage of these interview invitations (which are purely mechanical), that transmission or storage is not guaranteed, and that the information the Job Seeker provided to Indeed may not be accurate. Indeed may request that Job Seekers confirm their interest in the position before scheduling an interview. It is ultimately the Employer’s responsibility to confirm whether any interviews were scheduled, or to reschedule or cancel interviews if necessary. The decision of who to interview is decided solely by the Employer, who

can choose to interview any Job Seeker at any time, and by scheduling such interviews, Indeed does not warrant that a Job Seeker is qualified, meets the criteria the Employer has set, or that the information provided by the Job Seeker to Indeed is accurate. Indeed candidate management tools are intended to allow Employers to more efficiently connect with Job Seekers as they determine, and the sole responsibility for the content of any screener question, any decision to proceed or not proceed with interview or offers, any issues arising from an acceptance or denial of employment, and any other issues arising from the use of candidate management tools is solely with the Employer. By using this and other candidate management tools, you acknowledge and agree that Indeed is not procuring employees for Employers or procuring opportunities to work for Job Seekers, and that Indeed does not act as your employment agency by offering these candidate management tools.

You agree that Indeed may take action to try to identify and reduce spam applications, including by imposing a cover letter requirement for applicants. Indeed does not verify the identity of any Job Seekers who apply to your job listing, nor does Indeed know a Job Seeker's motivation for applying to your job listing, and thus provides no guarantee as to the Job Seeker's qualifications or interest in your job listing. You agree that Indeed Apply and Indeed's relay functions are presented to you without warranty and Indeed assumes no responsibility for the communications between you and the Job Seeker, which communications are your and the Job Seekers' sole responsibility.

By using any automated phone screen product, you agree that you are requesting Indeed to send a Job Seeker a telephone number, which the Job Seeker may call with the purpose of answering your telephone screening questions. You agree these questions are part of your application process, are solely determined by you, and are not being asked by Indeed. You also agree that you are only asking Indeed to record the Job Seeker's answers to your screening questions and that Indeed will forward you the recording of the answers to your questions. You consent to Indeed listening to and analyzing the recording in accordance with Indeed's Privacy Policy, as well as to Indeed providing the recording to third parties to aid in analysis or quality of the product. Indeed disclaims all warranties with regards to the transmission or storage of such phone screens and responses, does not guarantee their delivery or receipt, and does not guarantee the date or time at which they may be sent.

You shall indemnify, defend and hold harmless Indeed, its agents, affiliates, and licensors from any third-party claim or liability (including without limitation reasonable legal fees) arising out of any Company Page created or claimed by you, or any Job Listing or screener questions (or answers thereto) posted by you, or any message sent by you. Indeed may make Job Ad analytics data available on a Company Page or elsewhere on the Site, and may provide analytics data regarding your Employer account to anyone at your company at Indeed's discretion. To the extent permitted by law, if you have an unpaid or outstanding invoice or account balance for any Indeed product, Indeed reserves the right to suspend or terminate your use of that Indeed product as well as any other Indeed product, including but not limited to those Indeed products where you do not have an unpaid invoice or account balance. Indeed may elect to apply (i) penalties for

late payment as per contemporaneous US Federal Reserve interest rates plus 10% or the maximum interest permitted by law, whichever is lower and (ii) a statutory lump-sum indemnity for recovery cost, if provided for under applicable laws, and (iii) any reasonable expenses and attorney fees Indeed incurs collecting such late payments.

When you view, send, store or receive materials (including Job Listings, resumes, and messages) through or using the Site, Indeed may for any purpose, for example, use such materials for data analysis, quality control, or to refine the Site or any other Indeed product or service (including to provide better search results and other listings for Job Seekers and Employers), whether via automated means or otherwise. When you view, send, store or receive materials through or using the Site or when you simply use or visit the Site, Indeed may inform a Job Seeker that you have taken an action, for example, with regards to a Job Ad, Job Seeker's Resume, a Job Seeker's pre-recorded interview, or application such as pausing or closing a Job Ad, opening the Resume, a pre-recorded interview, or application, viewing the Resume or application, responding to the Resume or application, and making a decision with regards to the application or Job Ad, and you hereby consent to Indeed taking such actions.

Indeed, in its sole discretion, may add labels or badges to Employer names or Job Ads, such as, "Responsive Employer" or "Active Employer" or "Hired on Indeed". Employers may also request that Indeed add such labels. Indeed shall determine the method by which such labels or badges are added or which Employers qualify. The lack of a label or badge may indicate that Indeed does not have sufficient data to determine if an Employer qualifies. **Some of the data may be provided by the Employer and Indeed does not guarantee the accuracy of such data.** Indeed does not guarantee the accuracy of any label or badge that is added to Employer names or Job Ads based on employer provided data, including data on Job Ads. Indeed reserves the right to change or remove such label or badge features at any time and in Indeed's sole discretion.

If you access or use any Indeed Application Programming Interface (API), including accessing and using the Site or any of the Indeed Apps or any Applicant Tracking System (ATS) through an API, you agree to be bound by this Agreement, the [Indeed API Terms](#), [Indeed Privacy Policy](#), the Site Rules, and any additional rules and policies made available by Indeed. YOU UNDERSTAND AND AGREE THAT YOU ACCESS AND USE ANY API AT YOUR OWN DISCRETION AND RISK AND THAT INDEED DISCLAIMS ALL LIABILITY ARISING OUT OF YOUR USE OF ANY INDEED API. **It is your responsibility to regularly review any Indeed App or the Site for the most up-to-date information (including, but not limited to, explanations about how features work, disclaimers and disclosures regarding the services provided, method for charging) about Indeed's products and services. By using an API, rather than directly using the Site or an Indeed App, you agree to all information provided on the Site or an Indeed App. Use of an Application or ATS via an API, rather than direct use of the Site or an Indeed App, shall not excuse any lack of information or understanding about Indeed's products and services where that information is otherwise provided on the Site or an Indeed App.**

You acknowledge that as part of its efforts to combat fraud and spam, Indeed may require that users verify their email address, including Job Seekers applying to your job. However, email verification is not guaranteed. You are responsible for your use of any software that rejects applications from unverified email addresses.

You further acknowledge that compliance with any governmental record-keeping requirements, such as the Office of Federal Contract Compliance Programs' (OFCCP) internet applicant record-keeping rule, is your sole responsibility.

3. Job Match

Job matches are recommendations which may be presented to both you as an Employer and to Job Seekers in various formats on the Site. For example, Indeed may recommend Resumes which match Job Ads you have posted, or recommend Job Ads to Job Seekers which are similar to jobs to which they have recently applied. Job matching is provided to you on a beta basis and is subject to our Beta Program (see section 9 of the Terms of Service for All Users).

To generate matches, Indeed uses data collected through our Site from both Employers and Job Seekers. This includes Job Ads, Resume, application materials (including responses to screener questions), Indeed Assessments, and user activity on Indeed (such as searches run and Job Ads clicked on and applied to). You agree and consent that Indeed may use this information to present potential matches to you and to potential Job Seekers.

4. Salary, Applies or Other Information Provided by Indeed

Indeed may provide some information and content to users for informational purposes only. For example, Indeed may provide Job Seekers with data regarding estimated salaries for a given Job Listing, number of applies to a Job Listing, responses to certain screener questions for a Job listing, or provide you with estimated applies to your Job Listing. All such figures provided by Indeed are estimates given for informational purposes only, may come from a third party, and they are subject to change or varying levels of accuracy. If you are participating in the Indeed Ads Program and your Sponsored Job advertising budget is set on a per-apply basis, you will be charged based on Indeed's determination of Apply count as reflected in your employer dashboard and not based on the number of applies that may be provided to Job Seekers for informational purposes only. Indeed may add labels or badges to Job Ads – such as pay types, specialties, benefits, or union associations – based on data contained within the job description. These are for informational purposes only and Indeed does not guarantee the accuracy of any label or badge. Indeed may also include salary estimations on pages other than Job Listings on the Site.

Please note that all salary figures are approximations based upon multiple third party submissions to Indeed, including from Indeed affiliates. These figures are given to Indeed users for the purpose of generalized comparison only. Indeed may also provide data regarding impressions in relation to your Job Ad. Such figures are provided for informational purposes only, are subject to change at any time, and Indeed does not guarantee their accuracy. Indeed reserves the right to change the method of measuring such figures at any time.

Indeed may offer job post templates for informational purposes only. By using any of this content, you adopt it as your own and are responsible for making it true, appropriate and compliant with all applicable laws. All content provided by Indeed, including template job post information and estimated applications for a given job posting, is for informational purposes only, may comprise or be based on information provided by third parties, is provided without warranty, and is subject to change and varying levels of accuracy. Estimated applications are not a guarantee of future performance.

5. Screening Tools

Indeed may make available to you screening tools for your use for candidates who apply to your job, including screener questions, phone screen tools and assessments. Indeed is licensing these tools to you for your use as you determine. By using any screening product, made available to you by Indeed, you agree that you have made the determination to use these tools as part of your application process, and the substantive questions you ask or choose are solely determined by you, and are not being asked by Indeed. You agree you are solely responsible for the use of such screening tools in compliance with the law, such as: the Fair Credit Reporting Act and similar state statutes; applicable employment, equality or anti-discrimination laws such as Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and other similar federal, state, and local laws; and any applicable data protection or privacy laws. You agree that an Assessment is only designed to evaluate a particular knowledge, skill, or ability. It does not evaluate a Job Seeker's qualification for any job nor their ability to safely perform a job. Whether a particular skill is relevant to a job, or whether a Job Seeker is qualified or appropriate for a job, is decided solely by you. You agree to use an Assessment in combination with other selection and hiring processes to measure only those knowledge, skills or abilities and/or other characteristics that are 1) job-related and 2) required for a candidate's first day on the job. **You are responsible for ensuring that your selection criteria are job-related, that you do not pose "disability-related inquiries" or medical inquiries in violation of the law, and that you do not screen out people with disabilities or members of any protected category under the law. You further acknowledge that you are responsible for offering alternative methods of screening, if so required by the Americans with Disabilities Act or any similar law. You are responsible for clearly indicating that reasonable accommodations are available, engaging with and responding to any requests for accommodation, and providing information about how to request an accommodation to Job Seekers.** Indeed shall direct Job Seekers who reach out to Indeed with an accommodation request to you via the contact information you provided to Indeed, and you are responsible for monitoring your inbox for such requests. While Indeed is guided by WCAG

2.1, Level AA in our efforts to design and develop accessible offerings, as outlined in the accessibility statement, each disability is unique and Indeed does not warrant compliance with the Americans with Disabilities Act or any equivalent or similar law. You agree to indemnify Indeed for any and all claims arising out of your use of a screening tool, including any claims that any screening tool does not comply with the Americans with Disabilities Act or similar law, or that your use of any screening tool results in a “disparate impact.”

Indeed may offer Employers the ability to activate a feature on their account called Employer Assist. Activating Employer Assist means the Employer is instructing Indeed to send a message on the Employer’s behalf to the Job Seeker informing them that the Employer has determined not to move forward with their application. To prevent a rejection notice from being sent, you must indicate your interest in the application on Indeed. Any interactions you have directly with a Job Seeker and not through a tool provided by Indeed (for example, calling or emailing a Job Seeker directly instead of through an Indeed Relay Service) are not visible to Indeed, and will not prevent an Employer Assist rejection notice from being sent. If you activate Employer Assist then you must interact with a Job Seeker through a tool provided by Indeed to prevent an Employer Assist rejection notice from being sent. If you activate Employer Assist, candidates with whom you do not interact within your chosen time frame will receive rejection notices, and you agree to indemnify Indeed from any claims arising therefrom. You further agree that Indeed may notify Job Seekers about the estimated time frame during which they may expect to hear back from you based on the time frame you choose in Employer Assist.

6. Communication through Indeed

You may receive messages, emails or email notifications corresponding with your or a Job Seeker’s activity on or use of the Site, Indeed Apply, Indeed Chat, or any other communications service, product, or feature provided on or through the Site. In all cases, such messages or notifications are provided solely as a courtesy, and you should not rely on them. For example, if you wish to interview a Job Seeker, it is your responsibility to follow up with the Job Seeker separately to ensure they know about the interview, do not rely on notifications through Indeed. Indeed disclaims all warranties with regards to the transmission or storage of such courtesy notices, does not guarantee their delivery or receipt, and does not guarantee the date or time at which they may be sent. In the event a message being sent is intended for a closed account, these messages will not be deliverable.

Indeed may mask or hide contact information, such as phone numbers and email addresses, and substitute it with an alias. For example, Indeed may mask Job Seeker contact information from resumes or applications. Indeed may also mask your email address or phone number, and Job Seekers may see an alias email address or phone number when they communicate with you. You agree to a Job Seeker contacting you from a masked phone number or email. If you contact a Job Seeker from a masked phone number and you do not leave your contact information, after the masked number expires, the Job Seeker may not be able to contact you by phone unless you have

provided your actual contact information to them. Once a Job Seeker has your contact info, you agree that Indeed is not responsible or liable for the manner in which they may use the info.

Indeed may group messages together as part of a conversation on Indeed Messages. This is done as a courtesy, and some messages related to the same conversation may not be grouped together. When communicating with a Job Seeker through Indeed, the Employer sender's information may be displayed in different ways, for example, it may be displayed as the Employer's company name or the name of the specific person sending the message, but you or the Job Seeker may not see all that info in all circumstances. If you send an email to multiple recipients (e.g. by adding additional aliased email addresses to the cc field in a third party email client), this may affect the way messages on Indeed are displayed. In this case, it is best to view the email conversation in the third party email client. Should you choose to send an email from a third party email client, the person with whom you're communicating may be able to see your email address, rather than the alias. If you send or receive communication on or through the Site, you agree to your communication being processed, analyzed, reviewed, and stored, including via automated means, for data analysis, quality control, enforcement of the Sites' rules and other Indeed policies, content moderation, and to improve the Site or any other Indeed product or service.

If you, or anyone on your behalf, send or receive communication on or through the Site (including by sending or receiving communication to/from an email address aliased by Indeed and/or by using a different email address from the one associated with your account), you agree to the communication being processed, analyzed, reviewed, and stored, including via automated means, for data analysis, quality control, enforcement of the Sites' rules and other Indeed policies, content moderation, and to improve the Site or any other Indeed product or service.

Specifically, if you post a Job Listing directly on Indeed, applications are sent only to your Indeed dashboard; any other notifications you may receive are provided solely as a courtesy to you. For example, you may not receive application email notifications if a Job Seeker has not answered screener questions correctly, although these applications will be sent to your Indeed dashboard. Indeed reserves the right to turn on or enable chat or other communication options for select Employers or Job Listings, in its sole discretion, and to notify Job Seekers that chat or other communication options are available for a particular job or Employer. For example, you may be eligible to enable pre-apply chat to certain Job Listings. To remain eligible for pre-apply chat, you must respond to Job Seeker communication in the amount of time identified on the Site. Indeed may, in its sole discretion, turn off or disable chat for any Employer or Job Seeker at any time without prior notice.

7. Virtual Communications

Indeed may offer you the option to manage virtual and remote communications with Job Seekers within Indeed products, including but not limited to, Indeed Interview, Indeed Hiring Platform, phone interviews, virtual meetings, and video interviews ("Virtual Interviews").

Services may include giving you access to scheduling, video conferencing, web conferencing, meeting rooms, and other collaborative services offered by third-party telecommunications service providers. You understand that Indeed is not a telecommunications service provider. Indeed disclaims all warranties with regards to the transmission of virtual communications. Indeed does not guarantee (1) availability of such services at the time You attempt to initiate them (2) the quality of such services, or (3) the dates or times you've arranged with Job Seekers for your Virtual Interview. Further, Indeed does not verify the identities or qualifications of Job Seekers with whom you arrange Virtual Interviews.

You are solely responsible for offering alternative methods of communicating or interviewing for individuals with disabilities, if so required by the Americans with Disabilities Act or any similar law.

YOU UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THERE IS NO PROTECTION FOR ANY INFORMATION YOU SHARE OR DATA THAT YOU TRANSMIT WHILE PARTICIPATING IN VIRTUAL INTERVIEWS INCLUDING, BUT NOT LIMITED TO, AUDIO/VISUAL CONTENT, INTERVIEW QUESTIONS AND ANSWERS, OR YOUR IMAGE OR LIKENESS. YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEED IS NOT RESPONSIBLE FOR SECURING OR PROTECTING ANY DATA OR INFORMATION THAT YOU SHARE OR TRANSMIT DURING YOUR USE OF VIRTUAL INTERVIEWS. INDEED ASSUMES NO LIABILITY FOR THE MISUSE OF ANY DATA YOU SHARE OR TRANSMIT THROUGH USE OF VIRTUAL INTERVIEWS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT INDEED DOES NOT ASSUME ANY RESPONSIBILITY FOR AVAILABILITY OR RETENTION OF ANY RECORDINGS OF VIRTUAL INTERVIEWS.

YOU UNDERSTAND AND AGREE THAT YOU ACCESS AND USE VIRTUAL INTERVIEWS AT YOUR OWN DISCRETION AND RISK AND THAT INDEED DISCLAIMS ALL LIABILITY ARISING OUT OF YOUR USE OF VIRTUAL INTERVIEWS.

Upon your request, Indeed may extend invitations to additional representatives at your company to join Virtual Interviews. You understand and agree that Indeed will extend such invitations on your behalf based on the email addresses you provide for those representatives but Indeed is not responsible for inaccuracies in the contact information you provide. Further, Indeed is not responsible, and you are solely responsible for the conduct or actions of your representatives. You represent that you have the authority to bind your additional representatives to Indeed's Terms, and by extending invitations to your representatives, you are binding them to Indeed's Terms.

You understand that Indeed is only providing the option for you to communicate with Job Seekers via services that may be offered by third-party providers. Indeed is not a party to your Virtual Interviews and is not a participant in any arrangements you make with Job Seekers. You are responsible for any requests for accommodations from Job Seekers. For example, if a sign language interpreter is requested, it is your responsibility to provide one if you are legally obligated to.

Recording Virtual Interviews: As an Employer, you may be presented with an option to enable recording of Virtual Interviews. You acknowledge and agree that you will not record, store, or analyze Virtual Interviews without permission from Job Seekers and all participants. By recording a Virtual Interview, you represent and warrant to Indeed that you have secured all necessary consent and will comply with all applicable laws, including state and federal law regarding consent to record interviews and phone calls. By choosing to record Virtual Interviews through Indeed, you agree that third-party providers and Indeed can store and access the recording. However, you agree that Indeed is not obligated to store or retain any recording of a Virtual Interview. **YOU FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD INDEED HARMLESS FROM ANY ALLEGATIONS, CLAIMS, ACTIONS, SUITS, DEMANDS, DAMAGES, LIABILITIES, OBLIGATIONS, LOSSES, SETTLEMENTS, JUDGMENTS, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COSTS) THAT ARISE FROM THE RECORDING OF VIRTUAL INTERVIEWS.**

8. Company Pages, Enhanced Profiles, Employer Branding Hub

When you post a Job Ad directly on Indeed, Indeed and/or Glassdoor may automatically generate for you a Company Page and/or a Glassdoor Profile Page. You understand that Indeed may display publicly available information about your company on the Company Page, in accordance with applicable law. You authorize Indeed to claim such Company Page for you on your behalf, which will be marked as a "Claimed Profile" (or similar wording) and allows you to edit and add information to the Company Page. Company Pages allow User Content (as defined below) to be posted by individuals that may not be affiliated with the Company identified on the Company Page. Additionally, Indeed may include all of your Job Ads posted on the Site on your Company Page, including those posted directly on Indeed as well as those indexed by Indeed from other sources. You agree that you are solely responsible for any content you edit or put on a Company Page, whether generated by or for you, including photograph(s) or videos you provide, and third-party websites reachable from content you put on a Company Page.

Indeed may offer Indeed Company Pages Premium ("CMPP") and Glassdoor Enhanced Profile ("EP") (collectively, "Employer Branding Hub"), which include features accessible only on a subscription basis and may be charged as indicated in an insertion order ("IO"). An IO is a separate agreement between you and Indeed that incorporates these Terms. Indeed reserves the right to change or remove CMPP or Employer Branding Hub features at any time, in Indeed's sole discretion. Employer Branding Hub features may include analytics or other figures, which

Indeed does not guarantee the accuracy of, and you are responsible for determining their suitability for your intended use or purpose. EP is also subject to the [Glassdoor Terms of Use](#), except to the extent of any conflict with these Indeed Terms of Service for Employers, in which case these Indeed Terms of Service for Employers will govern. All invoice processing for CMPP, EP, and/or Employer Branding Hub shall be undertaken by Indeed.

Please note that Indeed and Glassdoor host User Content submitted by our users. User Content includes salaries, company reviews, interview reviews, company photos, answers to Q&A questions on Company Pages or Employer Branding Hub, and other materials and content provided by users to Indeed and Glassdoor. We moderate User Content using the same standard of review for all employers and do not provide preferential treatment for our customers. You understand and agree that our application of User Content moderation policies, and our decision of whether or not to remove a piece of User Content, is within our sole discretion and cannot form the basis of a violation of this Agreement.

You may cancel your participation in CMPP, EP, or Employer Branding Hub at any time by notifying Indeed. Such cancellation is generally effective at the beginning of the next calendar month; if you have prepaid for an annual subscription then cancellation is effective immediately and Indeed will provide a prorated refund of the unused subscription term, which may include any discounts as applicable. Annual subscriptions will not automatically renew, and need to be renewed each year through an IO. You are responsible for all taxes as applicable and appropriate.

9. Indeed Academy

If you or anyone at your company is a member of Indeed Academy, your use of the Graduate logos is limited to your individual use only, and solely for purposes of indicating your Graduate status. Use of the Graduate logo to represent organizations or for commercial purposes is not permitted. Further, you agree and acknowledge that you will not make any representation that you are recruiting on behalf of Indeed, working for Indeed, or in any form of co-employment or contractor relationship with Indeed. Additionally, nothing contained herein shall be construed to imply a joint venture, partnership, principal-agent relationship or employer-employee relationship between you and Indeed, and neither Party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing. If you make any representation to the contrary, Indeed may remove you from Indeed Academy in its sole discretion.

10. HR Management Tools

Indeed may make human resources management software tools available to employers and their employees (“HR Management Tools”). If you are an employee using any HR Management Tools, you agree that such use is subject to the provisions of this Agreement. You further acknowledge that while Indeed is only providing the HR Management Tools for your and your

employer's use, and that Indeed accepts no responsibility for such use. Indeed does not provide legal advice and cannot guarantee that your employer will configure or use any HR Management Tool to be in compliance with the law. Your employer retains all responsibility for such compliance. If you have questions or concerns about the legality or appropriateness of any configuration of an HR Management Tool, you must raise them directly with your employer.

11. Governing Law and Dispute Resolution

This Agreement and any Dispute arising out of or in connection with this Agreement or related in any way to the Site will be governed as to all matters, including, but not limited to the validity, construction and performance of this Agreement, by and under the laws of Federative Republic of Brazil, if you are located in Brazil; the laws of the Republic of India, if you are located in India; the laws of the State of Texas, if you are located in the United States; the laws of the Republic of Singapore, if you are located in the [Asia-Pacific Region](#)*; the laws of Japan, if you are located in Japan; the laws of England and Wales if you are supported primarily by Indeed's UK office; the laws of France if you are primarily supported by Indeed's office in France; the laws of Italy if you are primarily supported by Indeed's office in Italy; the laws of Ontario, Canada if you are primarily supported by Indeed's offices in Canada; or the laws of the Republic of Ireland, if you are located elsewhere, without giving effect to conflicts of law principles thereof. Any and all actions, lawsuits, or other legal proceedings related to such Dispute shall be filed only in courts located in: São Paulo, state of São Paulo, Brazil if you are located in Brazil; Bangalore, state of Karnataka, India if you are located in India; Travis County, Texas, U.S.A., if you are located in the United States; The Republic of Singapore, if you are located in the [Asia-Pacific Region](#)*; Tokyo, Japan if you are located in Japan; London, England, if you are supported primarily by Indeed's UK office; Paris, France, if you are supported primarily by Indeed's office in France; Milan, Italy, if you are supported primarily by Indeed's office in Italy; Province of Ontario, if you are supported primarily by Indeed's offices in Canada; or Dublin, Ireland, if you are located elsewhere. Each of the Parties hereby consent to the exclusive personal jurisdiction of the courts located in: São Paulo, state of São Paulo, Brazil if you are located in Brazil; Bangalore, state of Karnataka, India if you are located in India; Travis County, Texas, U.S.A., if you are located in the United States; The Republic of Singapore, if you are located in the [Asia-Pacific Region](#)*; Tokyo, Japan, if you are located in Japan; London, England, if you are supported primarily by Indeed's UK office; Paris, France, if you are supported primarily by Indeed's office in France; Milan, Italy, if you are supported primarily by Indeed's office in Italy; Province of Ontario, if you are supported primarily by Indeed's offices in Canada; or Dublin, Ireland, if you are located elsewhere.

You agree to waive your right to file a pre-suit discovery proceeding seeking a user's identifying information from Indeed. If you intend to propound discovery seeking user information from Indeed Inc., you agree to do so pursuant to a valid federal, Texas or Texas domesticated request, addressed to and properly served at our registered agent in Texas at Indeed, Inc., c/o CT Corporation, 1999 Bryan Street, Suite 900, Dallas, TX 75201. You further agree to submit to the personal jurisdiction of the appropriate Texas state or federal courts for such discovery proceedings.

You also hereby waive any right to a jury trial in connection with any dispute, action or litigation in any way arising out of or related to your use of the Site or these terms of service, if you are located in the United States.

12. Class Action Waiver

By using the Site and in return for the services offered by Indeed, you acknowledge that Indeed can only offer you these services under the terms and conditions as presented herein. As partial consideration for your use of the Site and these services, you agree not to sue Indeed as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against Indeed regarding your use of the Site. If you do not agree to any part of these terms, do not continue your use of the Site. Nothing in this paragraph, however, limits your rights to bring a lawsuit as an individual plaintiff, including in small claims court, subject to Section 11 above.

13. Indemnification

You shall indemnify, defend and hold harmless Indeed, its agents, affiliates, and licensors from any claim or liability (including without limitation reasonable legal fees) arising out of or related to: (a) your violation of any term of this Agreement; (b) your use of, and access to, the Site or any Indeed product, program, or service; (c) your loss of, or disclosure of, information gained from using the Site or any Indeed product, program, or service; (d) your violation of any applicable laws or regulations, including but not limited to the Fair Credit Reporting Act, any applicable employment, equality, or discrimination laws, and any applicable data protection or privacy laws (**this includes any claims that Indeed as your agent violated any such laws**); (e) your violation of any third party right, including without limitation any copyright, property, or privacy right; (f) any claim that your content caused damage to a third party; (g) your actions as an Employer, including without limitation doing or not doing the following: screening, hiring, promoting, or demoting any employee or Job Seeker; or (h) the activities of any third-party service providers you engage to assist you with activities related to your use of Indeed products and services, such as, but not limited to: facilitate your sourcing activities or track the conversion rates of job seeker through to job applicant. This defense and indemnification obligation will survive this Agreement and your use of the Site or any Indeed product, program, or service.

14. Extended Campaign Tools

Indeed may offer a service to facilitate the coordination of Job Ads within geographically distributed businesses, such as franchises or large companies with many locations, such as Indeed Central or Groups (“Extended Campaign Tools”). You acknowledge and agree that using Extended Campaign Tools involves sharing a franchisee’s account information with the franchisor, or sharing a local office’s account information with the corporate headquarters, as applicable. This information may include items such as the number of your business locations or accounts, information about your Job Ads (content, clicks, impressions, etc.), your contact

information, and your spend levels. The franchisor or corporate headquarters may request that Indeed contact its franchisees or local offices, respectively, by providing Indeed with contact information, and may provide the content of Job Ads to Indeed for use in connection with Extended Campaign Tools. By using Extended Campaign Tools, you agree to this information being shared, and you represent and warrant that i) all information you provide to Indeed is accurate, and ii) you have all necessary right and authorization to provide such information to Indeed and to permit Indeed to share it in connection with Extended Campaign Tools. You may request that Indeed grant access and control of your Extended Campaign Tools account to additional users. You understand and agree that by submitting such requests, Indeed will contact the users based on the information you provide (name, email address, and job title) and that Indeed is not responsible for verifying the users prior to completion of such requests.

15. Candidate Import

Indeed may offer a platform that allows you, or someone acting on your behalf or authority (such as a recruitment management service), to upload information about job applicants to Indeed and to interact with these individuals and direct Indeed to interact with these individuals on your behalf (hereafter “Candidate Import”). To the extent that any information you provide or otherwise make available to Indeed through our Candidate Import service includes Client Personal Data (as defined below), you instruct Indeed to process such information on your behalf pursuant to this Agreement and any applicable Data Processing Addendum (“DPA”); Client Personal Data and Indeed as used in this Section shall have the meanings given to them in the Data Processing Addendum in this Agreement. By using Candidate Import, you instruct Indeed to display information about the interactions (including Virtual Interviews which are currently scheduled or were previously conducted) between you or Indeed and the job applicants within their Indeed accounts, and you represent and warrant that you, and any third party who you have authorized to upload Client Personal Data to the platform, have obtained all necessary rights and permissions from, and provided all necessary information and disclosures to, job applicants as required under applicable data protection or other relevant law for you to provide or otherwise make available Client Personal Data to Indeed using Candidate Import, and, without limiting the foregoing, (a) no individual whose Personal Data you provide or otherwise make available to Indeed using Candidate Import has exercised any right or made any request to you that would prevent or otherwise limit your ability to share such individual’s Personal Data with Indeed for processing in connection with this Agreement and (b) all job applicants have consented that their data will be shared with Indeed (in accordance with Indeed’s Terms and Privacy Policy) and that Indeed may contact them over email as part of your hiring process, including asking them to create an account with Indeed. You agree to defend and indemnify Indeed for any breach of the foregoing sentence. You also agree that Indeed is only responsible for such Client Personal Data, in accordance with the DPA, once it is received by Indeed and you are responsible for such Client Personal Data up until such receipt by Indeed and thereafter with respect to your use of such Client Personal Data.