



Indeed Terms of Service – Public Sector

Scope and Introduction

Scope and Purpose: The Indeed Terms of Service – Public Sector (the “Terms” or “Agreement”) sets forth the terms and conditions governing the use of Indeed’s online recruitment platform, SaaS tools, and related offerings solely with respect to Sponsored Jobs, Smart Sourcing, and Employer Branding Ads ('EBA') (collectively, the “Purchased Products” as explicitly defined in the Employer Terms - Section 9) by an authorized government entity purchasing through the General Services Administration (GSA) Multiple Award Schedule (MAS) program (each an “Ordering Activity” as defined in FAR 8.401). This Agreement, including all negotiated static attachments and amendments, governs the Ordering Activity's use of the Purchased Products only. Indeed has no obligation under these static terms to make any other Indeed products or features available to the Ordering Activity.

Reseller Relationship and Contract Formation: The Ordering Activity is procuring access to the Purchased Products through DLT Solutions, LLC (“Reseller”), an authorized distributor of Indeed. The Ordering Activity acknowledges that its use of the Purchased Products is subject to these Terms, which are incorporated into the underlying delivery order issued to Reseller. Notwithstanding any consumer-facing language on the Indeed website, these Terms are provided in a static form. In accordance with GSAR 552.212-4(w), automated online click-wrap or browse-wrap prompts encountered by individual users during login shall not overwrite, modify, or supersede these static Terms for the Purchased Products.

The Ordering Activity acknowledges that the data governance standards in Exhibits A and B establish the baseline framework for the Services. Notwithstanding the foregoing, the Parties agree that in accordance with Section 9(v) (Order of Precedence), the provisions of Section 9 shall control and supersede Exhibits A, B, and C solely with respect to the Ordering Activity's use of the Purchased Products. Indeed retains necessary operational control over the platform, including the right to reject, remove, or limit user content or temporarily restrict accounts to prevent fraud, protect user data, and maintain site security, provided such actions are executed in compliance with U.S. Federal law and the underlying GSA contract.

Agency Status Disclaimer: For the avoidance of doubt, Indeed is an independent contractor providing a technology platform. Indeed does not and will not serve as an agent, broker, or employment decision-maker for the Ordering Activity or any job seekers utilizing the platform.

Definitions

- **Agentic AI:** An algorithm which can perform tasks in accordance with a person’s instructions. Agentic AI often has a chat interface. Agentic AI can sometimes resemble human activity, but it

does not have autonomy or personhood. Agentic AI should not be confused with human decision-makers or other types of “agent.”

- **AI-Generated Content:** Content created in whole or in part by an algorithm, including artificial intelligence and machine learning models, which may be generated in response to information you provide. AI-Generated Content may include chatbots, Agentic AI, draft cover letters or resumes, career recommendations, template job descriptions, messages, questions, highlights, or summaries and is subject to the AI-Generated Content terms in the General Terms for All Users, [Section D.9](#).
- **API Documentation:** Any documentation related to Indeed’s API terms, or your access to or use of Indeed’s APIs. This includes documentation in the [Indeed Developer Portal](#).
- **Applicable Data Protection Law:** all laws, regulations, and other legal requirements relating to (i) privacy, data security, consumer protection, marketing, promotion, and text messaging, email, and other communications; (ii) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of Personal Data under the Terms.
- **Employer:** An individual or organization using the Site to post Job Ads, make information available regarding employment opportunities or employment openings, seek Job Seekers, or otherwise obtain information related to hiring or human resources, on their own behalf or another’s. This includes agencies purchasing for multiple parties and employment agencies, and any authorized user managing or using an Employer’s account or acting on behalf of an Employer.
- **End User:** an entity, such as an Employer client (or you if you build or use an Integration for your own use), that uses any Integration or Indeed API.
- **Including:** Use of “including” in the Terms means “including without limitation.”
- **Indeed App:** any Indeed mobile application, browser extension, or plugin, regardless of where it is downloaded from.
- **Indeed Apply:** Any profile, resume or application information that you submit through the Site to an Employer, including Personal Data included in a resume, application or responses to screener or other questions. This includes all references on the Site to “Apply Now”, “Easily Apply”, “Simple Apply”, “Apply from your phone”, “Apply with Indeed”, “RSVP to hiring event” or any similar references.
- **Integration:** the working connection between your Application and Indeed API/s that allows for the exchange of information as described and permitted under the API Documentation.
- **Job Ad:** An advertisement or post for an employment opportunity, hiring event, or an Employer’s workplace generally posted to the Site.
- **Job Seeker:** An individual searching for or applying for employment openings, or using or accessing services or information or posting information on the Site related to their personal employment or job search.
- **Personal Data:** Any information that relates to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. This definition shall adjust as necessary to include data defined as “Personal Information”, “Personally Identifiable Information”, and similar terms under Applicable Data Protection Law.



- **Site:** Indeed's online and mobile services and websites, including Indeed Apps, and any software, service, feature (including plug-ins and integrations), program or element (including email messages, notifications, and other messages) provided by or on behalf of Indeed on or in connection with such services or websites.
- **Text Message:** any digital message exchanged between two or more parties, including SMS, MMS, WhatsApp, RCS, and other forms of IP-based messaging.
- **User (or "you"):** Any party that accesses or uses the Site, including Job Seekers and Employers.
- **User Content:** Any data, text, images, reviews, audio, video, or other materials that a User submits, posts, displays, or otherwise makes available or provides to Indeed on or through the Site, including via an API. Job Ads, Resumes, reviews, ratings, and messages are all forms of User Content. User Content includes AI-Generated Content that is generated in response to User Content.



Section A: Terms for Employers

If you access or use the Site as an Employer, in addition to the General Terms of Service and any program- or service-specific terms, you agree to be bound by these Terms for Employers (including the [Data Processing Agreement](#) attached as Exhibit B).

Use of the Site for any purpose other than those authorized herein constitutes a material breach of this Agreement. In the event of such unauthorized use, Indeed shall notify the Contracting Officer in writing. The parties agree that any disagreement regarding the scope of authorized use shall be resolved in accordance with FAR 52.233-1 (Disputes). While any such dispute is pending, Indeed shall continue performance as required by the FAR. Notwithstanding the foregoing, if the Government's unauthorized use creates a demonstrated security vulnerability or imminent threat to the Site's infrastructure, Indeed may temporarily limit the specific offending activity and shall immediately notify the Contracting Officer to coordinate a resolution that ensures both security and continuity of operations.

Indeed does not and will not serve as an agent for any User. Indeed expressly rejects delegation to Indeed of any decision-making authority by any User. Indeed offers the Site to you strictly for your consideration and your decision-making within your own recruitment and hiring processes. Only you, and not Indeed, makes any decisions in these processes, including selecting qualifications, selecting or evaluating candidates, advancing or not advancing any candidate to any step such as an interview, and hiring or not hiring any applicant. Any automations offered to you on the Site will only implement your criteria in a rote way. You are responsible for ensuring your criteria are job-related and consistent with business necessity, and for selecting alternative criteria when appropriate. You are solely responsible for your account and your use of the Site, and your access to and use of the Site is conditioned on your agreement that you will not use the Site, in whole or in part, as a substitute for your own independent judgment or decision-making at any step. Indeed is not responsible and disclaims all liability for any actions taken or not taken based in whole or in part on any information you submit or receive in connection with your use of the Site.

For purposes of this section, all references to "you" or "your" shall mean you, the individual or organization accessing the Site in your capacity as an Employer.

1. Employer Accounts

- a. **Your Responsibilities as an Employer:** As an Employer, you are solely responsible for your account, your use of the Site and any tools offered therein, your decisions



regarding job descriptions, job requirements, any and all content of your Job Ad(s) and screener questions, whom you interview or hire, and compliance with applicable laws, including relevant federal, state, and local laws regarding the foregoing and any other aspect of employment. Indeed is not responsible and disclaims all liability for any actions taken or not taken based in whole or in part on any information you receive in connection with your use of the Site.

- b. **Identity Verification:** When you create an Employer account, you may be required to verify your identity, potentially through a third-party service like ID.me or Persona (“Third Party Verification Services”). You agree that Third Party Verification Services are separate from Indeed and are responsible for their collection, use, storage, processing or loss of data you provide to them, and any related legal obligations. Indeed does not collect any biometric information or biometric identifiers, or receive any biometric information or biometric identifiers from the Third Party Verification Services.
- c. **Data:** 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 part of this account you may have an individual profile (“Employer Profile”). Your Employer Profile consists of information you provide on the Site in the “Account Settings” and “Employer Settings” section of the account. 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 or to establish or exercise its legal rights . 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 the [Indeed API Terms](#) below as well.
- d. **Linked Accounts:** A “Linked Account” is created when an Employer account owner (an “Admin”) invites other users to the same account, granting them varying access levels or “Roles.” Admins and designated users can access account data, including candidate Personal Data, and purchase Indeed services. By adding a user to a Role, you confirm your authorization to share this data and access. Users with certain Roles in a Linked Account may access all account information, including communications, actions, resume contacts, and billing. They can also purchase Indeed services, for which you are responsible for payment. If you link your



Employer account, all activity, like actions and timestamps, may be visible to linked users, depending on their Role. Admins may retain some Linked Account user data, such as email addresses. However, Linked Account users cannot view your job seeker activity or Indeed Profile. You can unlink your account in settings; Admins can also unlink users at any time and may be notified of excessive device logins. You represent and warrant that you have authority to link accounts and direct sharing of data, and that you will manage user access and termination. Indeed is not responsible for access changes or disclosures effected at your direction, except as required by applicable law. Nothing herein waives sovereign immunity or creates any indemnification obligation.

- e. **Prohibited Uses and Account Security:** As an Employer, your account is for business use and not for personal use. You are responsible for all activity on your account, including any Job Ads posted, services purchased, and the management of user access and roles for any Linked Accounts. Indeed is not responsible for and disclaims all liability if your account credentials are used improperly or falsely by a third party. Indeed may notify Job Seekers if your Employer account is compromised, but doesn't guarantee notice delivery or accuracy and bears no responsibility or liability for such communications.

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. Attempting to send such an email is a violation of our terms.

- f. **Email Updates:** By registering for an Indeed account, you agree to receive mandatory email updates regarding account activity to your Indeed account.
- g. **Claiming Jobs:** If you post a Job Ad that is also indexed on the Site from another source (e.g., your career site), you may be required to sponsor the Job Ad you post directly. Performance data for any unclaimed Job Ad you have posted may be available to any party that subsequently claims it. It is your responsibility to claim and manage your Job Ads.
- h. **Agency Partners:** If you are an Indeed agency partner, you may be eligible to participate in an Indeed partnership program. Agency partners in this program may attain the rank of "Gold", "Silver", or "Bronze" based on their Indeed usage



and engagement, measured by revenue. Indeed's determination of an agency's rank is made at Indeed's full discretion and may be revoked at any time.

2. Your Job Ads and Job Requirements

- a. **Responsibility for Content and Accommodations:** You are solely responsible for all content you post, including Job Ads, screener questions, and Company Pages. You must ensure your content is accurate, non-discriminatory, and complies with all applicable laws, including wage and hour, anti-discrimination, and data privacy laws. You are also responsible for offering alternative methods of screening and for providing reasonable accommodations for individuals with disabilities, if required by laws such as the Americans with Disabilities Act. 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 that the method of delivery of your application materials or screening questions is compliant with the Americans with Disabilities Act ("ADA") or any equivalent or similar law. Where required by law, you must clearly indicate that reasonable accommodations are available, provide contact information for job seekers requesting ADA-related accommodations when prompted on Indeed, engage with and respond to any requests for accommodation, and provide information about how to request an accommodation to Job Seekers. If you close or change any Job Ads that you post, you agree to promptly update such Job Ads on the Site or otherwise notify Indeed.
- b. **Ad Visibility:** Indeed may reject or remove any Job Ad or limit its visibility for any reason, such as if your Job Ad violates our policies or does not indicate a salary above minimum wage or does not comply with applicable law, at our sole discretion. We are not obligated to provide a reason for removal, and you remain responsible for compliance with applicable laws.
- c. **Ad Labels:** All Job Ads are considered advertising. Indeed may add labels like "Sponsored" or "Ad" to any paid content. From time to time Indeed may add labels (such as "Urgent", "Urgently Hiring", "Ad", "Paid", "Promoted", or "Sponsored") when publishing an Ad. Indeed reserves the right to add, change, or remove labels at any time. When you enable labels like "Urgent" or "Urgently Hiring" for your Ad, the frequency of showing such a label on your Ad is determined by Indeed in its sole discretion. Indeed may display an estimate of the compensation associated with any Job Ad. If you do not want an estimate to be shown, you must provide Indeed with the actual compensation. **Please see our**



Indeed Ads Program Terms below for more information and terms applicable to Job Ads. Please see Section E. Digital Services Act (DSA) for more information and terms applicable to DSA “Advertisements”.

- d. **Indeed Suggestions:** Indeed provides suggestions (such as competitive salary), information (such as estimated number of applications), and other recommendations as a courtesy, without warranty. Indeed also provides job post templates for informational use; by using them, you adopt and are responsible for the content. All such content is provided without warranty and isn't a guarantee of future performance. You use this information at your own discretion and are solely responsible for your use of the Site, job descriptions, legal compliance, and hiring decisions. Indeed is not responsible and disclaims all liability for actions taken or not taken based in whole or in part on its suggestions, information, and recommendations.
- e. **Extended Campaign Tools:** Indeed's Extended Campaign Tools (also known as "Indeed Central" or "Groups") help coordinate Job Ads for multi-location businesses like franchises or large companies with many locations. Use of these tools means sharing your account data (locations, Job Ad performance, contact, spend) with your franchisor or corporate HQ. The franchisor or corporate HQ may also provide Indeed with contact info for their franchisees/local offices and Job Ad content. By using these tools, you consent to this data sharing, confirm all provided information is accurate, and warrant you have the right to share it. You can request Indeed grant additional users access to your Extended Campaign Tools account; Indeed will contact these users based on the information you provide and is not responsible for user verification.

3. Company Pages

- a. **General:** When you post a Job Ad, Indeed/Glassdoor may automatically create a Company Page or Glassdoor Profile Page for you, displaying public company information. You authorize Indeed to claim this page on your behalf (known as "Claimed Profile" or similar), allowing you to edit it. User Content, including Job Ads (both directly posted by you and indexed by Indeed from other sources), may appear on your Company Page. You are solely responsible for content you add or edit on your Company Page, including photos, videos, and linked third-party websites. 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.

- b. Reserved.
- c. Reserved.
- d. **Featured Employer:** Indeed may offer some Employers “Featured Employer” status at its sole discretion, based on the number of ads and spend on eligible Sponsored Job campaigns. This program may be changed or removed at any time without notice.
- e. **Branded Boost:** Indeed may offer some Employers the opportunity to purchase a Branded Boost subscription, subject to the payment terms specified in an IO. Branded Boost is a branding feature which displays the Employer’s company logo on job cards that appear on Indeed’s Homepage and search results page. The job card is a structured summary or snapshot of a Job Ad.

4. Careersites

“Careersites” services may be available for purchase on a fixed terms basis for the term indicated in an IO. All Careersites fees shall be billed monthly. You cannot pause this service during the term set out in the IO. Upon termination of the IO, your access to the Careersite services will be immediately revoked and Indeed powered content will no longer be enabled.

Indeed is not liable for any service disruptions or outages that result in your Careersite not being available. User Content (as defined herein) includes the content contained in Careersites that you submit, post, publish, draft, display, or make available to Indeed in the use of the Careersites services. Indeed may determine the type, format, and placement of content on Careersites. Indeed expressly grants you a revocable, royalty-free, transferable, non-exclusive, worldwide license during the term indicated in the IO, to use, and publicly display the Careersite shared with you pursuant to these Terms. Notwithstanding the foregoing, you shall not create derivative works from or otherwise modify or alter the Careersites in any way without prior written approval from Indeed. Indeed may update Careersites from time to time at its sole discretion. Nothing contained herein shall give you any right to use the Careersites other than as expressly stated in these Terms.

5. Candidate Management Features

- a. **General:** When you use Indeed's candidate management tools (e.g., using the interface where you can view and manage your candidate data (your "Employer Dashboard"), using the Indeed Apply function for your Job Ads), you agree Indeed may make available functions allowing you to take actions regarding the Job Seeker, such as tools for setting up interviews, viewing resumes, and rejecting candidates. If you use Indeed's candidate management tools, Indeed may compile a candidate's application materials into a single document or webpage and may add functions into corresponding Indeed Apply emails. Indeed may also enable a chatbot for Job Seekers to apply to your Job Ad by answering questions, with their answers presented as a job application. Additionally, Indeed may activate its Indeed Apply relay function for your Job Ads and send applications to your provided email address. Indeed may use your data from interactions with materials (Job Ads, resumes, applications, interviews, messages) on the Site or ATS for data analysis, quality control, or to improve programs and services, including search results. Indeed may store such information regardless of whether a job vacancy has been filled.
- b. **Automations:** You may instruct Indeed to send automated messages, including rejections or interview invitations. You may be given the option to instruct Indeed to send out rejection notices if a Job Seeker has not answered the questions in the manner set forth in the online instruction, or if you set their status to "rejected". If you choose such an option, such candidates will receive rejection notices and will be set to rejected in your candidate dashboard. Similarly, you may be given the option to use candidate management tools that automate interview scheduling. If you choose such an 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) matches criteria you have set. You acknowledge that Indeed acts only as a mechanical transmitter for these communications and has no discretion in their content or delivery. You are solely responsible for your hiring decisions. You are also responsible for confirming whether any interviews were scheduled, or for rescheduling or canceling interviews if necessary. By using these 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 or agent by offering these candidate management tools.



- c. **Your Content and Screening Process:** Whether you are using the Site directly or any ATS, 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 messages that you send through Indeed Apply or otherwise, and your application and screening process. You are responsible for ensuring that your selection criteria are job-related and consistent with business necessity, for selecting alternative criteria when appropriate, 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 agree that Indeed is not responsible for your User Content or hiring practices and disclaims all liability for such content or practices, including as to whether such content or practices are legal.
- d. **Record Retention:** You are responsible for your own compliance with any applicable record-retention requirements. Indeed is not responsible for maintaining or storing employment records, application materials, or data on your behalf. Indeed may allow you to delete candidate and application data from your dashboard. Deleting this information may be irreversible, and you will lose access to it on Indeed.
- e. **Matches:** Indeed may present Job Seeker Resumes which match Job Ads you have posted, or present Job Ads to matching Job Seekers. 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), and user activity on the Site (such as searches run and Job Ads clicked on and applied to). Indeed’s matches use the ESCO classification of the European Commission. You are free to disregard such matches and are ultimately responsible for your sourcing and screening decisions.
- f. **Candidate Summaries and Display:** [Reserved.]
- g. **Your Collection of Demographic Data:** Indeed may offer functionality permitting you to request demographic information, including disability status, from applicants to your Job Ad. If you use such functionality, you represent that you are a federal contractor or subcontractor who is required to seek disability status information from job applicants for the purpose of complying with the Department of Labor’s Office of Federal Contract Compliance Programs (“OFCCP”) requirements. You acknowledge that this functionality is presented without warranty, and compliance with any OFCCP or other governmental record-keeping



requirements remains your sole responsibility.

If you include voluntary self-identification questions for Job Seekers along with your application materials, you are solely responsible for compliance with applicable laws related to such questions, including the content and format of the questions and your use of the Job Seekers' responses.

- h. **Indeed's Collection of Demographic Data:** Indeed may give Job Seekers the opportunity to provide certain demographic information to Indeed, 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"). This Indeed demographic data survey is separate from any voluntary self-identification questions provided by Employers. You agree that Indeed may collect demographic data from Job Seekers applying to your Job Ad using Indeed's demographic survey, and that Indeed may use information from that survey to evaluate and improve our services. You further agree that you as an Employer have no ability, right, or entitlement to view or access demographic data collected via the Indeed demographic data survey 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. Indeed disclaims any warranty regarding the demographic composition of Job Seekers applying to any particular job.
- i. **Notifications; No Guarantees:** Indeed doesn't guarantee email or application delivery, or error-free data transmission/storage. You're responsible for checking your Employer Dashboard for applications and info. Indeed may provide application notifications, but they are a courtesy; do 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 through Indeed's relay functions, please contact the Job Seeker via another method. Indeed Apply sends applications to the contact information you provide, but Indeed cannot verify this information. If you provide incorrect contact information, you are responsible for correcting it, responding appropriately, or taking any necessary steps to protect Job Seekers' privacy.
- j. **Verification:** 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.

- k. **Personal Data Transfers:** Should you post any Job Ads for Job Seekers in any country (including Japan) where the cross-border transfer of Personal Data is regulated (such as requiring user consent), you warrant and agree that you will not cause or allow a cross-border transfer of personal data from the Site to you that violates or is contrary to the applicable data protection laws. For example, you will take such actions to ensure that any resultant job applications and other personal data to be sent or directed to your designated contact information (including an Applicant Tracking System (ATS) or other service provider selected by you) either through Indeed Apply or other relay functions shall be accessed or received by you at your business location in such country.
- l. **Phone Screening:** By using any automated phone screen service, 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 Indeed will forward you the recording of the answers to your questions. This includes Indeed listening to and analyzing the recording in accordance with Indeed's [Privacy Policy](#), as well as Indeed providing the recording to third parties to aid in analysis or quality of the service. Indeed disclaims all warranties with regard 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.
- m. **Labels:** Indeed may add informational labels like "Responsive Candidate" or "Interested" to Job Seeker profiles based on activity or status, and can change or remove them. If you transfer candidate data to a third-party ATS, Indeed may reflect the status of that transfer on your dashboard, based on whether the ATS has acknowledged receipt of the data or not. Indeed does not guarantee the accuracy of such labels.

6. Virtual Communications, Including Messages, Emails, and Interviews

- a. **Virtual Interviews:** You may be offered tools for virtual interviews or other communications. (e.g., Indeed Interview, Indeed Hiring Platform, Interview On Demand, phone/video interviews). These services may include scheduling, conferencing, and other collaborative tools from third-party providers. Indeed is



not a telecommunications provider and does not guarantee service availability, quality, or interview times. Indeed also doesn't verify Job Seeker identities or qualifications. Indeed is not a party to your Virtual Interviews and is not a participant in any arrangements you make with Job Seekers. While Indeed may allow you to signal availability for live Virtual Interviews in Job Ads, this doesn't guarantee applications or interview availability. By using Interview On Demand, you commit to being available when your Job Ad status is set to "online." Upon your request, Indeed may invite additional company representatives to join Virtual Interviews using email addresses you provide. You are responsible for the accuracy of this contact information and for the conduct of your representatives. By extending invitations, you are binding them to Indeed's Terms, and you represent that you have the authority to do so. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU UNDERSTAND AND AGREE THAT INDEED OFFERS NO PROTECTION, AND IS NOT RESPONSIBLE FOR SECURING OR PROTECTING, ANY INFORMATION OR DATA YOU SHARE OR TRANSMIT DURING VIRTUAL INTERVIEWS (INCLUDING AUDIO/VISUAL CONTENT, INTERVIEW QUESTIONS/ANSWERS, OR YOUR IMAGE/ LIKENESS). INDEED ASSUMES NO LIABILITY FOR THE MISUSE OF SUCH DATA, NOR RESPONSIBILITY FOR THE AVAILABILITY OR RETENTION OF ANY INTERVIEW RECORDINGS. YOU ACCESS AND USE VIRTUAL INTERVIEWS AT YOUR OWN RISK.

- b. **Accommodations:** You are responsible for providing any necessary accommodations to Job Seekers as required by law. For example, if a sign language interpreter is requested, it is your responsibility to provide one if you are legally obligated to.
- c. **Use of Virtual Communications:** You shall only use the recordings and other information obtained through Virtual Communications for your internal hiring purposes. You agree that the interview questions are part of your application process and determined solely by you. Indeed reserves the right to not submit a candidate's response if a candidate or Employer uses the tool in an abusive manner, which shall be determined in Indeed's sole discretion. The content of the interview questions, as well as the content of any video recordings, transcripts and any other information that you or a Job Seeker sends through the Site are considered User Content as defined in the Terms.
- d. **Recording Consent:** You shall not record any communication with a Job Seeker without securing all necessary consents from all participants, in compliance with all applicable laws. By enabling any recording feature on the Site, you represent



and warrant that you have obtained such consent and will comply with all applicable laws, including state and federal law regarding consent to record interviews and phone calls.

- i. You agree that any recordings made through the Site may be stored and accessed by Indeed and its vendors.
 - ii. We may retain recordings in accordance with our video retention policy, after which they will be permanently deleted. However, you agree that Indeed is not obligated to store or retain any recording of a Virtual Interview.
 - iii. You represent and warrant that you will enable and use recording features only where legally permitted, will provide required notices and obtain participant consents, and will configure available consent indicators provided by Indeed. Nothing herein waives sovereign immunity or creates any indemnification obligation.
- e. **Emails and Aliases:** Indeed may mask or substitute contact information with an alias (e.g., phone numbers, email addresses) for both employers and job seekers. You agree to job seekers contacting you via masked numbers or emails. If you don't leave your direct contact information when using a masked number, the job seeker may not be able to reach you by phone after the masked number expires. Indeed is not responsible for how job seekers use your contact information once obtained.
- f. **Notifications:** If you post a Job Ad directly on Indeed, applications go to your Indeed dashboard; other notifications are a courtesy. For instance, you may not receive application email notifications if a Job Seeker incorrectly answers screener questions, but these applications will still be on your dashboard.
- g. **Information Provided by Indeed (e.g., Badges, Summaries):** Indeed may, at its discretion, add labels, badges, or summaries (e.g., "Responsive Employer," "Active Employer," "Hired on Indeed," "Verified") to Employer names or Job Ads, and may share explanatory content with Job Seekers regarding an Employer's responsiveness or a Job Ad's details. Such content may be AI-Generated Content. Indeed determines eligibility for such labels and content. The absence of a label or content may indicate insufficient data. Indeed does not guarantee the accuracy of



such labels, badges, or content and may change or remove them at any time. Indeed may inform Job Seekers of your actions or inactivity regarding their application materials (e.g., viewing, responding, online status), and you consent to this.

7. Candidate Import

- a. **General:** Indeed may offer functionality that allows you, or someone acting on your behalf or authority (such as a recruitment management service), to upload (or otherwise sync or provide) information about job applicants/candidates to Indeed and to manage these candidates and direct Indeed to interact with these candidates on your behalf (hereafter “Candidate Import”).
- b. **Data Processing:** By using Candidate Import, you instruct Indeed to display information about interactions with job applicants within your and your applicants’ respective Indeed accounts. If this information includes Client Personal Data (as defined below), you instruct Indeed to process such information on your behalf pursuant to the Terms and the [Data Processing Agreement](#). You represent and warrant that you or any authorised third party have obtained all necessary rights and consents from, and provided all necessary information and disclosures to, job applicants as required under Applicable Data Protection Law to share their Personal Data with Indeed. You represent and warrant that you have all rights and authorizations necessary to upload and process candidate data through the Site or Services and that you will provide any required notices. You will not upload restricted or sensitive data unless permitted by law and expressly agreed in writing. Nothing herein waives sovereign immunity or creates any indemnification obligation.

8. Payments

You agree to pay for all services purchased through your account, in accordance with the payment terms specified at the time of purchase and in Section D.8 Payment Terms and Program- or Service-Specific Terms herein.

9. Defined Product Scope

Entity acknowledges that it is purchasing Sponsored Jobs, Smart Sourcing, and Employer Branding Ads ('EBA') only, as identified in the corresponding Indeed Purchase Order or Insertion Order (collectively, the “Purchased Products”). This Agreement, including all negotiated static attachments and amendments, governs Entity’s use of the Purchased



Products only. Indeed has no obligation under this Agreement to make any other Indeed products or features available to Entity.

(i) Additional and Beta Services. Any Indeed product, feature, or program not expressly defined as a Purchased Product, including any pre-release or beta offerings, is not authorized for use by U.S. Public Sector entities under this Agreement. Such products and features have not been reviewed for public-sector compliance, pricing, or security standards. Should Entity enable or access any such non-scope features, Entity acknowledges that such use shall be governed solely by Indeed's then-current online Terms of Service (including any applicable Beta Program terms), subject only to mandatory provisions of applicable public-sector law. Access to and use of additional products or features may require a separate written amendment and the payment of additional fees.

(ii) Terms for Non-Scope Use. If Entity accesses additional products or beta services, such services are provided "AS IS" and "AS AVAILABLE," to the maximum extent permitted by applicable law, and may be provided at no charge unless and until Indeed provides notice that fees will apply. Standard additional services are subject to Indeed's applicable pricing. All such services are explicitly excluded from the negotiated service levels, warranties, indemnity, data processing restrictions (including any AI-training prohibitions), and support obligations contained within this Agreement. Entity further agrees that any negotiated restrictions or prohibitions regarding the use of data for the development, training, or tuning of artificial intelligence or machine learning (AI/ML) models shall not apply to such services. In the event of a conflict between this Agreement and the online terms regarding such additional services, and except as otherwise required by applicable public-sector law, the online terms shall prevail.

(iii) Data Processing Governance and Conflict of Laws. The Parties agree that the Federal law of the United States, including but not limited to the Privacy Act (5 U.S.C. § 552a) and the Federal Information Security Modernization Act (FISMA), shall govern the processing of data under the Data Processing Addendum (DPA) where such Federal law is inconsistent with European Union law or other international data protection frameworks.

(iv) Artificial Intelligence and Machine Learning Restrictions. The use of Government Data for the purpose of training Artificial Intelligence/Machine Learning (AI/ML) models and systems is prohibited without the Entity's prior written authorization from an authorized contracting officer or equivalent.

Definitions: "Government Data" and "Government-related data" have the meanings given in FAR 17.801 (Definitions) or any successor provision, or, if different, the



meanings specified for those terms in the applicable procurement or contract documents between the Parties.

Exclusions: For clarity, this restriction applies only to Government Data and does not apply to Government-related data (including contractor-generated outputs created through the storage, processing, or communication of Government Data), contractor business records (e.g. financial records, legal records, etc.), or data such as operating procedures, software coding, or algorithms that are not uniquely applied to the Government Data.

Permitted Use: Notwithstanding the foregoing, this restriction does not prohibit:

- (a) Indeed's use of Government Data as necessary to provide, maintain, support, and secure the services for the Entity (including to run AI/ML models on the Entity's data within the Entity's tenant or session); or
- (b) Indeed's use of de-identified and/or aggregated data that does not reasonably identify the Entity or any individual for analytics, research, benchmarking, safety, and service improvement.

For the avoidance of doubt, this restriction does not limit Indeed's use of content that the Entity makes publicly available (for example, public job postings) in accordance with the Indeed Terms.

(v) **Order of Precedence.** In the event of any conflict, contradiction, or inconsistency between the provisions of this Section 9 (Defined Product Scope) and the Indeed Data Processing Addendum (DPA), the Indeed Privacy Policy (both of which are attached to this Agreement for reference only), or the Indeed Terms of Service, the terms of this Section 9 shall control and supersede such other documents solely with respect to the Entity's use of the Purchased Products.



Section B: Terms for Specific Programs and Services

1. Indeed Ads Program

- a. **General:** You use the Ads Program when you advertise with Indeed by posting, providing, submitting, using, editing, claiming, or paying for any advertisement (“Ad”) for publication on or through the Site. This includes free and sponsored job postings, targeted ads, Employer Branding Ads (“EBA”) or organizing hiring events. Ads may be posted directly via the Site, or via campaigns, XML feeds, APIs, ATS integrations, requests to index Ads from elsewhere, or by otherwise identifying an Ad or making it available to Indeed. If you access or use the Indeed Ads Program, in addition to the general Terms of Service, you agree to be bound by these Indeed Ads Program Terms.
- b. **Ad Publishing:** Ads are User Content under the Terms, and you are granting Indeed, its affiliates, and sublicensees a license to use your Ads and associated data, and to display, publish, reformat, display a snippet or portion of, and host (but not change the content of) your Ads in any way Indeed or its affiliates or sublicensees see fit, including due to technical limitations. Ads may appear on any page, site, content, service, device, screen, app, or property chosen by Indeed in its sole discretion, whether provided by Indeed as part of the Site or Indeed Apps, or provided by a third party (“Other Sites”). Indeed has limited control over Other Sites, including their nature, content, appearance, and Ad display, and you accept any related risks of publication. Other Sites may collect or receive performance information about your Ad. Performance, cost, budget, and other data related to your unclaimed indexed Job Ad on the Site is available to anyone who claims the Job Ad or feed. It is your responsibility to claim your Job Ads and feeds, and to alert Indeed in case of an inaccuracy.
- c. **Target audience:** Target audience membership is based partly on information and criteria provided by the Employer, for example information provided in the Ad, but the composition of each target audience on the Site, and the frequency of publication to that audience, are determined by Indeed in its sole discretion. Indeed may have limited or no control over the display of Ads on Other Sites, including their audiences.
- d. **Ad Placement/Visibility:** Indeed does not guarantee Ad reach, performance, placement, or distribution, which may vary based on factors like supply, demand, industry, role type, and sponsorship. Indeed solely determines Ad distribution, placement, positioning, size, and location. In order to be eligible for visibility on the



Site, Job Ads must comply with Indeed's Terms and [policies](#), including its [Indeed Job Posting Standards](#). Indeed is not obligated to accept, host, or publish your Ad, and may reject, remove, or limit the visibility of any Ad, or pause Ad campaigns, for any or no reason without notice. Once removed, an Ad does not receive impressions, clicks, Started RSVPs, RSVPs, Started Applications, or applications. For examples of why Job Ads may be rejected or removed, refer to Indeed's [Indeed Job Posting Standards](#). Indeed reserves the right to include or reject any Job Ads from a job board. Job boards may only post ads on their own behalf as an Employer unless they conform to the [Job Board Inclusion Guidelines](#). Violating these guidelines may result in account limitation or disabling. Indeed, at its sole discretion, determines if an entity is a job board, and this decision is binding. Indeed also reserves the right to reject Job Ads that advertise staffing opportunities or platforms instead of jobs.

- e. **Ad Sponsorship:** Post without a budget or decline sponsorship to post for free. Free Job Ads are visible for a limited time and may pause or close once time or application limits are reached. An Ad can be sponsored using tools on the Site or an integration with Indeed such as your ATS, or through a campaign, including Sponsored Jobs. By sponsoring an Ad, you are paying Indeed to manage an advertising campaign on your behalf using automated tools for Ad placement and bid optimization, for exposure and visibility on the Site and Other Sites. Indeed exercises sole discretion in the placement, distribution, and visibility of Ads to optimize for performance based on your budget. Sponsorship is not a guarantee that the Ad will be published at any particular time or place, or displayed more prominently or frequently than other Ads. Indeed may require certain Job Ads to be sponsored or limit the number of free ads you can post, for any reason or no reason in Indeed's sole discretion, including to protect the integrity of the Site, to benefit Job Seekers, or to prevent abuse of free Ads. Sponsoring may be required for jobs that have reached the Site's free Ad limit, commission-only jobs, hard-to-fill jobs, or identical or similar jobs posted in multiple locations or re-posted after an initial period. The price to sponsor an Ad varies based on factors like demand and job type. Except for in Japan, **sponsorship is required** 1) for any Job Ad that you post directly on the Site if any of your jobs already get organic visibility through being aggregated or indexed to the Site from sources such as a data feed (e.g. XML, API), your career site, your company site, or ATS; 2) for any Job Ad that you post on Indeed that directs people to apply to an External Site; or (3) for jobs posted by a staffing agency, recruitment process outsourcer, or other recruitment-based company.

- f. **Pricing Generally:** The price to sponsor an Ad is measured by user activity, such as impressions, clicks, Started RSVPs, RSVPs, or Started Applications. You are not buying these clicks or other actions themselves; they are only different ways to measure the advertising service Indeed provides. Prices vary based on many factors, including supply and demand of Ads, impressions, clicks, Started RSVPs, RSVPs, Started Applications, Applications, internet traffic, time of day or year, job title, and job location. You are responsible for setting and managing your campaign budgets. Indeed's budget recommendations and performance estimates (like expected visibility or clicks) for your Ad are "as is," without warranty. They don't guarantee performance, visibility, or interaction. A budget set for one campaign does not apply to others. You may have the option to sponsor an Ad at a "per day" budget specified on the Site; in that case, Indeed charges the specified amount daily regardless of Ad activity. Your Ad runs only up to the daily budget and may not last all day. Budget changes or closures can take a day to apply, during which the budget is non-refundable.

Indeed may require a minimum budget per Job Ad or Indeed Hiring Event, including for each Ad in a campaign. If a campaign budget is insufficient, some Ads will not be sponsored until more budget is added.

You can sponsor an Ad or a campaign at a premium budget for specific features on the Site. Available features for each Ad within a single campaign may vary. You are responsible for reviewing and selecting features and optional targeting, including geographic and job criteria. Indeed does not guarantee the accuracy of user-provided information for some targeting features. You can opt in or out of optional Ad features, and your Ad budget won't change unless stated otherwise. **Charges are based solely on Indeed's measurements of user activity (e.g., clicks, applications, impressions), which are binding.** Indeed's measurements of user activity may include and rely on data from third parties, including vendors and Other Sites, over which Indeed has limited control or knowledge.

- g. **Pricing Models:** Ad campaigns can be sponsored under different pricing models, described below. Each sponsored Ad will incur a charge upon the associated user action, until its budget is depleted or you pause or close the Ad. This activity may happen on the Site, Indeed Apps, or Other Sites. Pricing is indicated on the Site or an Insertion Order ("IO"). When you start, edit, or change a sponsored Job Ad campaign or plan, the pricing models available to you may vary. Indeed reserves the right to offer different pricing models at different times in different circumstances, in limited quantities, in limited locations, and for a limited time, or



to set any pricing model as default. Prices and pricing models may vary between different Ads, or between the same Ad posted at different times or locations (such as when an Ad or Ad campaign is closed and later reopened). If you do not select a pricing model for a sponsored Ad campaign, Indeed may select one.

- i. **Pay Per Impression.** You will be charged based on impression count. An impression generally occurs when your Ad appears on a page or screen which has been presented to a user. Delivery of an impression does not guarantee any level of viewership of your Ad or interaction with your job. Impression data may rely on third parties like Other Sites, who may measure impressions differently from each other. Charges are solely based on Indeed's impression measurements. **Indeed's impression count shall be binding.**
- ii. **Pay Per Click,** also known as **Daily Budget.** You will be charged based on click count. Clicks can be on Ads or on other content such as messages and notifications. Your dashboard will reflect the total click count. Charges are solely based on Indeed's click count. **Indeed's click count shall be binding.**
- iii. **Pay Per Started RSVP.** You will be charged when a user takes the first step to RSVP to your Hiring Event (a "Started RSVP"), including clicking on a button or link to start or continue an RSVP. A Started RSVP is considered complete even if the user does not proceed further, and does not guarantee they will complete an RSVP or attend a Hiring Event. Charges are solely based on Indeed's Started RSVP measurements. **Indeed's Started RSVP count shall be binding.**
- iv. **Pay Per RSVP.** You will be charged for each RSVP to your Hiring Event. An RSVP is defined as a user completing the online RSVP form agreeing to attend your Event. An RSVP does not guarantee that a Job Seeker will attend your Event. Charges are solely based on Indeed's RSVP measurements. **Indeed's RSVP count shall be binding.**
- v. **Pay Per Started Application.** You will be charged when a user takes the first step of applying to your job (a "Started Application" or a "Started Apply"). A Started Application includes: 1) a click on a button or link to start or continue an application; 2) interacting with a chatbot, QR code, or other method to start or continue an application; 3) a click on a button or link to schedule an interview; and 4) a click on a Sponsored Job ad on a third party website, which leads to the Indeed Apply page. A Started Application is considered complete even if the user does not proceed further, and does



not guarantee they will complete an application. Charges are solely based on Indeed's Started Application measurements. **Indeed's Started Application count shall be binding.**

- h. **Managing Job Ads:** It is your responsibility to monitor your Ads and Ad campaigns, select the appropriate pricing model and budget for each Ad and campaign, and manage their budgets. You can manage your Ads and Ad campaigns—pause, unpause, close, or change budgets—at any time. Budget changes may affect sponsored job features. Ad changes may take a day to take effect, during which some features may remain accessible. Budgets are campaign-specific and don't limit spending on other campaigns or services (e.g., Pay Per Started Application budgets don't apply to Pay Per Click campaigns).
- i. **Payment and Cancellation:** Indeed may charge the credit card, or bank account information on file for your account. You will be charged upon the earlier of (a) your Ad campaign spending \$500.00 or more or (b) the beginning of the next calendar month after you sponsor your Ad. If you previously sponsored Pay Per Click Ads on the same account, you may also be charged once your Job Ad campaign spends \$25.00. For an Ad campaign, or the purchase of programs or services of more than \$500.00 per month, you may be charged multiple times a month. If you do not provide a payment method for a Sponsored Job campaign, the campaign will not begin and your Ad will not be visible, though Indeed may in its sole discretion remove the budget and post the Ad with organic visibility. If your IO does not specify an end date, your campaign will run, and you will continue to be billed, until you cancel it. Your payment must be in accordance with Section D.8, Payment Terms. If you are removed from the Site, but have previously spent on the Site, you are not entitled to a refund of previously spent amounts. You may cancel an Ad or campaign at any time. Cancellation is generally effective within 24 hours. You are responsible to pay for all advertising prior to cancellation, as well as any agreed-upon platform fee. Indeed may notify Job Seekers if you cancel a Hiring Event.
- j. **Indeed Hiring Events:** By posting an Indeed Hiring Event, you authorize Indeed to manage the ad campaign and distribute its budget across pricing models at its discretion. You will be charged based on the selected pricing model(s) and any subscription fees; a minimum advertising budget may be required. You also authorize Indeed to send event-related emails or texts to RSVPs, though delivery isn't guaranteed. You are solely responsible for all event aspects, including your Ad, hiring process, timing, location, accessibility, security, attendance, signage,



documentation, reviewing qualifications, verifying information, screening applicants, and responding to accommodation requests.

k. [Reserved.]

l. **Tracking Pixels:** Indeed permits you to include tracking pixels in Ads as a courtesy but may disable them at any time, without warranty of function or accuracy. Do not rely on pixels; they are for convenience only and cannot be used for user profiling, behavioral analytics, or to dispute Indeed's advertising charges. You are solely responsible for your pixels and must comply with all applicable privacy and data protection laws. You represent and warrant that you have provided all notices and obtained all authorizations required for any tracking technologies you deploy on your properties, and that you are responsible for placement and configuration. Indeed will provide technical documentation and available controls for its tracking technology. Nothing herein waives sovereign immunity or creates any indemnification obligation.

m. **Integrations:** Indeed may support or offer functionality by which an Employer may monitor progress through parts of their hiring process, such as a conversion tracker or ATS integration ("Integrations"). Integrations send data to Indeed about applications originating on the Site, including completion of an application, contacts, interviews, and hiring decisions. This data is User Content under the Terms. Integrations involving Indeed's Sponsored Jobs API may also allow Employers to automate the sponsorship of Job Ads. By accessing or using the Sponsored Jobs API, you or your End User may incur a charge whenever your or your End User's monthly spend to sponsor Job Ads via monthly campaign(s) is less than the calculated total monthly cost of using the API as determined by Indeed and indicated on the Site, in the API Documentation (including in the Indeed Developer Portal), or as otherwise communicated to you by Indeed. Spend on Job Ads sponsored with daily budgets is not considered when determining if you or your End User will incur a charge. Charges are solely based on Indeed's measurements, and Indeed's measurements shall be binding. Any connections to an Indeed API are subject to the [Indeed API Terms](#). Integrations are provided on an "as-is" and "as-available" basis, and without warranty. Integrations are provided "as-is" and "as-available" without warranty. Indeed disclaims all liability for Integration content, accuracy, completeness, legality, reliability, or availability. Your installation and use of an Integration must comply with all applicable laws, including providing necessary disclosures, consents, or agreements.



- n. **Employer Branding Ads (EBA).** EBA is a paid advertising feature that enables Ordering Activity to publish employer branding content, including approved logos, imagery, video, and descriptive copy about the Ordering Activity as an employer, across Indeed and its affiliated career-content surfaces, in accordance with the Insertion Order. EBA creative is User Content and is subject to the Ad Publishing terms above. Ordering Activity may add, edit, or remove EBA content at any time in its sole discretion, consistent with the Amendment. Third-party user-generated content that may appear on affiliated surfaces (for example, employee reviews or ratings) is not part of the Purchased Products, is not created, endorsed, or controlled by Ordering Activity, and is governed by the applicable third-party site's terms rather than this Agreement.

2. Indeed Smart Sourcing Program Terms

- a. If you access or use the Indeed Resume Search Program, also known as “Smart Sourcing,” (by seeking candidates for jobs on the Site within Indeed Resume or Smart Sourcing), in addition to the general Terms of Service, you agree to be bound by these Indeed Smart Sourcing Program Terms.
- b. **Use of Program:** Smart Sourcing allows Employers to search for and contact Job Seekers who have made their resumes searchable (“Resume Owner”). Your use is subject to all applicable Indeed best-practice guidelines, policies and other terms and conditions made available to you, including through the Site, on the subscription or plan purchase page, and on the FAQ and information page(s) for the country you are purchasing a subscription or plan for, any or all of which may be modified from time to time. This service is for the sole purpose of contacting individuals regarding relevant Job Ads. Any other use, including scraping the database or sending messages in a “spam like manner,” is strictly prohibited and will result in termination of your access. Indeed defines “spam like manner” as sending requests for job positions to persons who are, as indicated by Indeed experience or Resume Owner behavior and reaction, unsuited for the role or who have indicated that such requests are unwanted. Competitors of Indeed (including job aggregation/posting websites) may not use Indeed, Resume Search, or Smart Sourcing to contact Resume Owners with job offers from clients. Competitive use may result in Indeed blocking you from the Site, contacting Resume Owners, and blocking your contact emails without notice, to which you consent. You agree and acknowledge that Smart Sourcing pricing and offerings are subject to change. You are solely responsible for your use of Smart Sourcing, including how you search for Job Seekers, who you decide to contact, and any employment related decisions you



make. Indeed may cap active devices per account. Resume/Smart Sourcing subscriptions are for individual use only. You agree to call Resume Owners regarding relevant job opportunities only. It is your sole responsibility to comply with all TCPA guidelines, as well as other laws against automated telephone dialing systems or laws governing phone or mobile communications in your applicable jurisdiction.

- c. **Contacts:** A “contact” is deducted from your subscription when you initiate outreach to a Job Seeker through the platform. We do not guarantee that the Job Seeker’s contact information is valid, that such contact will be received, or that they will respond. Contacts expire six months from the date of subscription purchase or offer redemption, and do not roll over, unless otherwise stated in the offer. Subscriptions and contact information provided by Indeed, including any Relay Service email address, are for individual use and cannot be shared. Refunds of contacts are at Indeed’s sole discretion. You are expressly forbidden from using any software or system intended to extract the information from a resume, in order to circumvent the resume contact system. Use of such software or system will result in your immediate termination from Smart Sourcing. In addition, as a feature of Smart Sourcing, Indeed may send emails to Resume Owners on your behalf indicating that your Job Ad is potentially a match for their resume. Indeed may limit the number and frequency of times you may contact a Resume Owner or any individual through the Site. For example, if you contact a Resume Owner, and the Resume Owner does not express interest or contact you back, you may not be able to contact them again for a period of time. Resume information is self-reported by Job Seekers and is not verified by Indeed. The appearance of a resume in your search results is not a guarantee of a candidate’s qualifications or interest. Indeed may return different results for the same resume search query and has full discretion with respect to the resumes or profiles it presents in response to any particular search. We reserve the right to drop any message, including dropping any message with an .ade, .adp, .bat, .chm, .cmd, .com, .cpl, .exe, .hta, .ins, .isp, .jar, .jse, .lib, .so, .dll, .lnk, .mde, .msc, .msp, .mst, .pif, .scr, .sct, .shb, .sys, .vb, .vbe, .vbs, .vxd, .wsc, .wsf, .wsh, or .zip attachment or any other attachment containing scripts, macros, or other code, or other messages that Indeed suspects to be malicious or spam, or for any or no reason.
- d. **Disclaimer:** Smart Sourcing tools use Job Seeker-provided information and your job requirements to filter, sort, match, or rank. A resume’s appearance in results doesn’t guarantee the Resume Owner has selected attributes/experience or job interest. You are solely responsible for verifying all Resume Owner/Job Seeker



information, including licenses, certifications, or security clearances. Indeed does not guarantee the accuracy of any skill, certification, or qualification verifications on the Site; you are solely responsible for verifying this information. You also are solely responsible for any action or decision you make with respect to recruitment or hiring that is based in whole or in part on information you receive in connection with your use of Smart Sourcing.

- e. **Cancellation:** Once you have requested that Indeed contact a Resume Owner, you may not revoke such request. Cancellation of your use of Smart Sourcing shall be in accordance with any cancellation policies listed on the Site. When you cancel or downgrade your subscription or plan, your access to Smart Sourcing features will change accordingly. For example, you will lose access to features that are exclusive to the higher subscription or plan. If you purchase a subscription or plan, you acknowledge and agree that your subscription or plan may be renewed by executing a written order for the successive subscription term. Pausing your subscription or plan does not cancel it. The applicable billing cycle (e.g. monthly or annual, etc.) will depend upon the terms agreed upon.
- f. **Payment:** You shall be charged as indicated by the Site. Upon your request, Indeed may in its sole discretion pause your subscription or plan and associated cost, and upon Indeed unpausing the subscription or plan, it will continue for the remaining term until it expires and renews. Details regarding the resume subscription plan are available on the Site. Purchasing additional subscriptions or plans, or modifying subscriptions or plans may reset the monthly billing date for subscriptions or plans associated with your account, resulting in pro rata charges to account for the new date. Following any cancellation, however, you will continue to have access to the service through the end of your current billing period. Your payment must be in accordance with Section D.8, Payment Terms. Refunds (if any) are at the absolute discretion of Indeed and only in the form of credit for Indeed services. Invoices may be provided to you via electronic mail, unless otherwise specified by Indeed.
- g. **[Reserved.]**
- h. **Features:** Indeed's Smart Sourcing Program may provide AI-Generated Content in certain markets. This content may consist of outreach messaging text or Candidate Summaries. This AI-Generated Content is subject to all the disclaimers, warnings, and use limitations in [Section D.9](#), "AI-Generated Content," of the Terms, below. 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. In a Candidate Summary or other service on the Site, you may see a verification of a Job Seeker's skills, certifications, or other qualifications. Indeed does not guarantee the accuracy of such verifications or information, and you are solely responsible for verifying information on the Site. You agree that such functionality does not constitute or contribute to a decision, and is not a substitute for human discretion and review. You agree not to use such functionality or content as the sole factor, as a factor weighted more than other factors, or to modify or overrule conclusions derived from other factors, in your decision-making, recruitment, or hiring processes.



Section C: General Terms for All Users

The following terms and conditions apply to everyone who accesses or uses any part of the Site or attempts to do so, or who otherwise accepts the Terms.

No Agency. Neither you nor Indeed may appoint, assign, delegate, accept, or otherwise attempt to confer any agency, authority, fiduciary role, or decision-making power on the other. Neither party may seek or agree to act as the other's agent, representative, or decision-maker, and neither may represent or imply to any third party that any such relationship exists. Each party remains solely responsible for its own decisions, actions, and outcomes, and must exercise its own independent judgment when using or providing the Site.

You agree and understand that Indeed does not and cannot act as, or provide the services of, an employment agency to any Employer or Job Seeker. An employment agency works directly and individually with job seekers to understand and verify their qualifications and/or with employers to understand and verify their business needs and job-related qualifications. Indeed does not and cannot do this. Indeed is a publisher of information that provides tools for employers and jobseekers to find and evaluate the information published by one another. Indeed expressly refuses to determine or recommend whether any Employer or Job Seeker should further consider or take any other steps in regard to one another. While Indeed may provide tools or information for Users to consider in determining this for themselves, as per the Terms for Job Seekers (in Section "A," above) and the Terms for Employers (in Section "B," above), all Users are forbidden from using these tools or information in place of their own judgment or decision-making.

1. Indeed's Disclaimer of Warranties; No Guarantees

The Site may be unavailable or malfunction without notice, potentially due to third-party vendors.

Indeed may limit or, temporarily suspend Services and Site access in specific countries or regions due to war, political upheaval, uncertainty, epidemic or pandemic, riot, insurrection, national or regional emergency, terrorism, or civil disorder. For the avoidance of doubt, any formal contract termination resulting from an excusable delay or force majeure event shall be governed by GSAR 552.212-4 and the Contract Disputes Act.

In accordance with GSAR 552.212-4(f), Indeed and its affiliates and licensors are not liable for delays or failures caused by circumstances beyond their reasonable control, including:



(a) acts of God/natural catastrophes; (b) flood, fire, storm, earthquake, epidemics/pandemics, explosion; (c) war, invasion, hostilities, terrorist threats/acts, riots, insurrections, civil unrest, military disturbances, sabotage; (d) government action/orders; (e) embargoes/blockades; (f) governmental authority action; (g) national/regional emergency; (h) strikes, labor disputes/slowdowns, industrial disturbances, labor/material shortages; (i) utility, communications, computer, or telephone communication service failures/malfunctions; (j) internet, computer, telecommunication equipment, electrical power, or other equipment/mechanical failures/shortages; (k) data loss due to power failures or storage system difficulties; (l) non-performance of third parties; and (m) other events beyond Indeed's control.

Limited Warranty for U.S. Federal Customers (FAR 12.404(b)(2)). To the extent required by FAR 12.404(b)(2), and solely for U.S. federal customers, Indeed warrants that the Site and Services will materially conform to the then-current Indeed documentation applicable to the purchased Services (the "Documentation"). For any nonconformity reported within a reasonable time after discovery, Indeed will, as your exclusive remedy, use commercially reasonable efforts to correct the nonconformity or re-perform the affected Services (a "repair"), or, if correction is not commercially reasonable, provide a pro-rata refund or service credit for the period of nonconformity (a "replacement" remedy for purposes of FAR 12.404(b)(2)). This limited warranty does not apply to beta or no-charge features, issues caused by your systems, networks, or third-party services, use not in accordance with the Documentation, or events described above as beyond Indeed's reasonable control.

EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING LIMITED WARRANTY, THE SITE AND ALL CONTENT, PROGRAMS, FEATURES, AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU USE THE SITE AT YOUR OWN RISK. INDEED, ITS AFFILIATES, AND LICENSORS DISCLAIM ALL WARRANTIES (EXPRESS, IMPLIED, STATUTORY), INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, SERVICE QUALITY, AND THAT THE SITE OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SAFE, OR SECURE.

TO THE FULLEST EXTENT PERMITTED BY LAW, INDEED, ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS ALSO DISCLAIM WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SITE AND ANY CONTENT, PROGRAMS, FEATURES, OR SERVICES, AND DO NOT GUARANTEE THAT THE SITE OR ANY CONTENT, PROGRAMS, FEATURES, OR SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY INFORMATION PROVIDED WILL BE ACCURATE OR COMPLETE. TO THE FULLEST EXTENT PERMITTED BY LAW, INDEED, ITS AFFILIATES, AND



ITS AND THEIR THIRD-PARTY LICENSORS ALSO DISCLAIM WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SITE OR THROUGH LINKS.

INDEED IS NOT RESPONSIBLE FOR THIRD-PARTY ACTIONS, CONTENT, INFORMATION, OR DATA, AND YOU RELEASE INDEED FROM CLAIMS AND DAMAGES CONNECTED TO ANY CLAIMS YOU HAVE AGAINST THIRD PARTIES.

YOU DOWNLOAD OR OBTAIN MATERIAL OR DATA THROUGH THE SITE AT YOUR OWN DISCRETION AND RISK AND ARE SOLELY RESPONSIBLE FOR ANY RESULTING DAMAGE OR DATA LOSS.

Indeed and its affiliates, and its and their licensors, disclaim all guarantees regarding positioning, accuracy, or the levels or timing of: (a) costs of advertising, whether measured by impressions, clicks, Started RSVPs, RSVPs, Started Applications, Applications, or otherwise; (b) delivery or rates of impressions, clicks, Started RSVPs, RSVPs, Started Applications, or Applications (including any estimates on the Site or an Insertion Order); (c) reach, performance, placement, distribution, or conversion of Job Ads; (d) accuracy or success of Job Ad targeting or the size or composition of any audience, or the ability or inability of any person to view a Job Ad; (e) the interest level or qualification of anyone who interacts with your Job Ad; and (f) attendance at a job interview, Hiring Event, or job.

INDEED HAS NO RESPONSIBILITY FOR CONFIRMING A USER'S IDENTITY AS IT RELATES TO YOUR JOB AD. USER ACTIVITY SUCH AS AN IMPRESSION, CLICK, STARTED RSVP, RSVP, STARTED APPLICATION, OR APPLICATION IS NOT A GUARANTEE OF INTEREST IN YOUR JOB AD. INDEED IS NOT RESPONSIBLE FOR CLICK FRAUD, FRAUDULENT LEADS, TECHNOLOGICAL ISSUES, OR OTHER POTENTIALLY INVALID ACTIVITY BY THIRD PARTIES THAT MAY AFFECT THE COST OF JOB ADS.

2. Limitation of Liability

- a. TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL INDEED OR ITS AFFILIATES, OR ITS OR THEIR THIRD-PARTY LICENSORS, BE LIABLE TO ANY PERSON ON ACCOUNT OF THAT PERSON'S USE OR MISUSE OF OR RELIANCE ON THE SITE. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES OR ANY LOSS OF PROFITS, REVENUE, INTEREST, GOODWILL, LOSS OR CORRUPTION OF DATA OR ANY LOSS OF OR INTERRUPTION TO THE PERSON'S BUSINESS, WHETHER SUCH CLAIM IS BASED ON WARRANTY,



CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, OR OTHERWISE, EVEN IF INDEED OR ITS AFFILIATES, OR ITS OR THEIR THIRD-PARTY LICENSORS, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

THIS LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF OR RELIANCE ON THE SITE, FROM RELIANCE OR DAMAGE CAUSED BY INFORMATION POSTED ON OR PUBLISHED BY THE SITE, FROM INABILITY TO USE THE SITE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SITE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). THIS LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SITE OR RECEIVED THROUGH ANY LINKS MADE AVAILABLE ON THE SITE. THIS LIMITATION SHALL ALSO APPLY TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA, AND TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SITE OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO, THE SITE. THIS LIMITATION SHALL ALSO APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND TO THE FULLEST EXTENT PERMITTED BY LAW.

TO THE EXTENT PERMITTED BY LAW, THE MAXIMUM AGGREGATE LIABILITY OF INDEED AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNTS PAID AND OR PAYABLE BY YOU IN THE PRECEDING 12 MONTHS PRIOR TO THE INCIDENT GIVING RISE TO THE CLAIM.

THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

- b. **If you are resident or located in Germany**, the limitation of liability as set out above in this section shall be replaced in its entirety as set forth below:

Indeed's obligation to pay damages shall be limited as follows:

- i. For damages caused by a breach of a material contractual obligation, Indeed shall only be liable up to the amount of the typically foreseeable damage at the time of entering into the contract; Indeed shall not be liable for damages caused by a breach of non-material contractual obligations.
 - ii. The limitation as set out above under (a) shall not apply to damages caused intentionally or by gross negligence, culpably caused personal injuries nor to any liability under the German Product Liability Act and in case of any further mandatory liability. Furthermore, it shall not apply if and to the extent Indeed has assumed a guarantee.
- c. **If you are a Job Seeker located in Japan and subject to the Consumer Contract Act of Japan**, and the Terms constitute a consumer contract within the meaning of the Consumer Contract Act of Japan, the limitation of liability as set out in the Terms shall not apply to:
 - i. Full exemption from liability of Indeed or its affiliates, or its or their third-party licensors, to Job Seekers for damages arising from or related to use of the Site.
 - ii. The partial exemption from liability of Indeed or its affiliates, or its or their third-party licensors, to Job Seekers for damages caused by a willful misconduct or gross negligence arising from or related to use of the Site.

3. Indemnification (Inapplicable)

No indemnification, defense, or hold harmless obligations shall apply from or be required by the Government customer to Indeed under these Terms. To the extent permitted by law, each party remains responsible for its own acts and omissions. Any liability or remedy of the Government customer will be determined under the Federal Tort Claims Act or other governing authority, and applicable statutory limitation periods shall apply. Each party will bear its own costs and attorneys' fees except to the extent expressly authorized by law. This clause supersedes any conflicting indemnification terms governing the Ordering Activity's obligations.

4. User Content

Indeed is an interactive computer service and has no obligation to host, publish, monitor, or remove any particular User Content. Indeed may, in its sole discretion, reject, remove, or limit the visibility of any User Content for any or no reason without notice. Although Indeed may indicate reasons for such decisions, we cannot always do so. We reserve the



right to make such decisions in our interest or our Users' interest. You agree that Indeed has no liability or obligation to you or anyone else arising from its decisions with respect to User Content.

Section 230 of the U.S. Communications Decency Act provides:

(1) Treatment of publisher or speaker

No provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information content provider.

(2) Civil liability

No provider or user of an interactive computer service shall be held liable on account of-

(a) any action voluntarily taken in good faith to restrict access to or availability of material that the provider or user considers to be obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable, whether or not such material is constitutionally protected; or

(b) any action taken to enable or make available to information content providers or others the technical means to restrict access to material described in paragraph (1).

Indeed is not responsible for User Content, which may be inaccurate, incomplete, misleading, deceptive, or offensive. User Content is the sole responsibility of its original author. Indeed cannot guarantee, and disclaims all liability for, any User Content or Company Page, including their accuracy, completeness, legality, reliability, legitimacy, truthfulness, or availability. Indeed also has no obligation or liability regarding the accuracy of User Content which may be translated on the Site via Google Translate API.

When you submit a review, rating, or answer about an employer, you agree that this content, including your job title, location, employment status (current/former), and submission date, may be displayed publicly on the Site. Indeed is not responsible or liable for this User Content, even if it personally identifies you. If you wish for your content to remain private or anonymous, do not provide it.

You are responsible for all information you provide or request that Indeed publish, whether through the Site or otherwise, and whether generated by or for you, in any medium, including text, image, mark, logo, video, or audio, all which is considered User Content under the Terms. If you provide User Content, it must comply with the Site Rules (below), [Indeed's policies](#), and the Terms.



You accept sole responsibility for: (a) User Content provided by, attributable to, or associated with you, including Ad content, job descriptions, screener questions, and target URLs; (b) websites reachable from target URLs or your Ad; and (c) ensuring that your use of the Ads Program, the Site, and Indeed Apps are lawful and will not cause Indeed to violate any applicable law. Indeed's publication of your Ad, or reformatting or addition of labels during publication (such as "Powered by Indeed") does not alter your responsibility.

Indeed may monitor and screen User Content for compliance with its Terms and policies, to prevent potentially illegal or harmful activities, or to prevent other activities that may be detrimental to other Users. In some cases, we may disable or place restrictions on your account or other accounts we suspect are associated with you. Detection methods are not perfect and false positives or false negatives may occur.

[Contact Indeed](#) if you believe User Content violates the Terms or Indeed's policies. Indeed isn't obligated to monitor Users or User Content, and does not guarantee removal. Reporting features are not commercial products or first response hotlines, and Indeed isn't obligated to remove any User Content reported to Indeed. Indeed retains sole discretion to determine whether any User Content violates any Terms or Indeed policy and whether to host, publish, or remove any User Content.

Indeed reserves the right to disclose User Content, account information, or any other relevant information to third parties in connection with operating the Site, to protect itself or others, or to comply with legal obligations or requests like subpoenas, court orders, or warrants. Your identity may be discoverable via such legal requests, even if you post confidentially or anonymously.

5. Intellectual Property and License to User Content

- a. **Indeed's Intellectual Property:** You acknowledge that Indeed owns all proprietary rights, title and interest in the Site, including in compilations of information available through the Site. Indeed, the "i" logo, and other Indeed trademarks, service marks, graphics and logos are trademarks or registered trademarks of Indeed.

Indeed reserves all rights not expressly granted herein. The materials on the Site are provided with "Restricted Rights." Use, duplication, or disclosure by the Government is subject to restrictions as set forth in applicable laws and regulations. Use of the materials by the Government constitutes acknowledgment



of Indeed's proprietary rights in them.

- b. **License to User Content:** When you provide User Content, you grant Indeed a nonexclusive, worldwide, perpetual, fully paid, royalty-free, transferable, and sublicensable (through multiple layers of sublicensees) right and license (revocable only as described below) to make, use, sell, sublicense, reformat, reproduce, distribute, perform, display, prepare derivative works from and otherwise exploit your User Content for the purpose of publishing material on the Indeed website or its publishers or third party sites, maintaining or improving the Indeed website (including for the purposes of training a model that recommends content to other users), and promoting Indeed and such User Content without restriction. No compensation in any form shall be due or payable to you in connection with Indeed's exercise of these rights. To the extent permitted by law, you waive any right to compensation for Indeed's exercise of these rights. Indeed shall terminate this licensed use within a commercially reasonable term after User Content has been removed from the Indeed website. Furthermore, you grant to Indeed, its affiliates, and sublicensees a license to use your name, user name in connection with:

- i. any such User Content,
- ii. any Indeed marketing materials containing or incorporating such User Content to the extent permitted by the General Services Acquisition Regulation (GSAR) 52.203-71, or
- iii. any actions by Indeed to promote or publicize such User Content (e.g. Job Ads), such as the use of keywords in third-party internet search engines.

To any extent that such User Content contains your name, likeness, voice or image, you hereby irrevocably waive all legal and equitable rights relating to claims for violation of your rights of publicity (or any similar claims) arising directly or indirectly from Indeed's exercise of its rights pursuant to the license granted hereunder.

- c. **Your Warranties:** You represent and warrant that you own your User Content or have the right to grant this license, and that its use by Indeed will not violate any law or infringe on the rights of any third party or result in any breach of contract between you and any third party.
- d. **Feedback:** You may provide feedback (errors, improvements, etc.) to Indeed. Indeed can use this feedback freely, without compensation, and disclose it non-



confidentially. You grant Indeed a worldwide, perpetual, irrevocable, royalty-free, sublicensable license to use, reproduce, distribute, and exploit all feedback for any purpose. Indeed may disclose or sublicense feedback to any third party. Accepting feedback doesn't waive Indeed's rights to similar ideas from other sources. Indeed acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71, as applicable

- e. **Revoking the license:** If you wish to revoke the license granted by you in this Section for any such User Content, please send a certified letter of request to the postal address listed above with a copy of your passport or national identity card (for identity verification purposes) and request removal of such User Content. Your certified letter of request must include (a) the signature of the applicable rights holder for such User Content or a person authorized to act on behalf of the rights holder; (b) identification of the User Content for which the license is to be revoked, and information reasonably sufficient to allow Indeed to locate and remove such User Content on the Site; (c) your name, address, telephone number, and email address; (d) a statement that you have a good faith belief that you are the rights holder or authorized by the rights holder to revoke the license for the designated User Content; and (e) a statement that the information in the request is accurate, and under penalty of perjury, that you are the rights holder or are authorized to act on behalf of the rights holder with respect to such User Content.
- f. **Patent Disclosure:** Certain elements of the Site and Indeed Apps are licensed pursuant to one or more of the United States patents described [here](#).

6. Communications and Activities on the Site

- a. **Indeed Collects and Processes Communication Data:** Subject to Section 9 (Defined Product Scope) of these Terms, the Ordering Activity acknowledges that Indeed collects, records, processes, analyzes, and stores (including via automated means) activities, interactions, and communications on or through the Site by authorized users within the scope of the Purchased Products. This includes visited URLs, viewed content, input info, clicks, scrolls, hovers, and time spent. For example, when you search for jobs, send/open emails, message users, chat with support, interact with a chatbot, speak with personnel, or submit applications, Indeed collects this data from all users, including those in private browsing modes. If you, or anyone on your behalf, send or receive communication via API (including by sending or receiving communication to/from an email address aliased by



Indeed or by using a different email address from the one associated with your account), communication being processed in accordance with this section is permitted. This data about your activities, interactions, and communications on or through the Site is used for analysis, quality control, policy enforcement, content moderation, and to improve the Site and other Indeed programs/services, provided that any use of such data for platform improvement, analytics, or artificial intelligence/machine learning (AI/ML) systems shall be strictly governed by the restrictions and permitted uses set forth in Section 9(iv). **If you disagree with any part of these terms, do not use the Site.**

When you use the Site, you are requesting that Indeed send data, text, and images which may be stored in temporary or permanent storage in your device. You may delete this data by clearing third-party cookies from your browser and device. You authorize Indeed to make any connections with wires, lines, cables, or instruments, including with communication systems, that it may decide to make from time to time in connection with operating the Site. You further authorize Indeed to use processes that record or decode dialing, routing, addressing, and signaling information. You acknowledge that the foregoing is necessary to the operation of the Site.

- b. **Testing:** Occasionally, Indeed tests improvements and updates to our Site and services (including for fraud and bot control), which may affect various aspects of the Site such as job applications (including delivery of test applications), the ad delivery system, audience, ad performance, ad placement, profiles, resumes, resume search, job search, recommendations, alerts, or formatting. You agree that Indeed may conduct such tests without notice to you. Indeed's services and their availability may differ by location, and you should check the Site in your location to see which services are available to you.
- c. **Notifications:** Notifications (in-app, email, Text Message, or Indeed dashboard) are a courtesy for an Employer's activity or a Job Seeker's activity on the Site, Indeed Apply, Indeed Messaging, or other communication services. Do not rely on them; for example, follow up separately with to confirm interviews.
- d. **Messaging and Emails:** Indeed Messaging and other communication services (Text Message, email, call relay) facilitate contact between Employers and Job Seekers regarding Job Ads. You agree to use Indeed Messaging for the limited purpose of discussing or responding to Job Ads. Indeed can disable these services without notice. We do not guarantee delivery, receipt, access, or action on



communications, nor do we guarantee error-free integration with third-party providers on whom these services rely. Messages to closed accounts are undeliverable. Indeed may provide alerts for communication events. Indeed, at its sole discretion, may enable or disable chat and other communication options for Employers and Job Ads at any time without notice. Availability depends on various factors, including the Employer enabling the function and meeting specific requirements. When communicating with another user through the Site, the user's information and any other conversation participant's information may be displayed in different ways depending on the platform (browser or mobile) and whether the participant has an Indeed account. While Indeed may group messages into conversations on Indeed Messaging as a courtesy, some related messages may not be grouped. When communicating through the Site, sender information (e.g., Indeed username, company name, "Employer," "Employee #," "Guest (added from email)," or email sender display name) may be displayed differently based on the platform and whether the participant has an Indeed account, and not all information may be visible in all circumstances. **You agree to not use Indeed Messaging to send bulk messages to multiple Indeed email aliases**, unless specifically authorized in the Indeed interface. Bulk messages may not be delivered or displayed on the Site effectively and accurately. Sending emails from a third-party client may reveal your address. Indeed is not responsible for message content or how Indeed Messaging is used.

7. Your Account and Contact Information

- a. **Account Creation:** Some areas of the Site require registration or account creation. You are responsible for safeguarding your account credentials. You agree to provide true, accurate, current, and complete information. You may not create multiple accounts or use automated means to create accounts.
- b. **Account Security:** We encourage you to enable two-factor authentication (2FA) if available. You are solely responsible for the confidentiality and use of your account credentials and account access, which may not be shared with others. If you intentionally or negligently allow any other person to access or use your account, you are, to the extent permitted by applicable law, fully responsible for all actions taken through your account. This includes any transactions, communications, or agreements entered into by such third parties, which shall be deemed binding on you as if you had taken such actions yourself.

Changing your 2FA or verification phone number may not update your phone



number everywhere (e.g., Job Seeker Profile). Employers may still contact you at the number in your Profile if you've opted to be contacted on that page or if you have otherwise caused your phone number to be shared with the Employer.

To counter fraud, Indeed may require you to verify your account with a phone number. In certain markets, you may need to verify your phone number with WhatsApp, a third party. There may be technical issues with any third party, and Indeed is not responsible for such issues, including the ability to send or receive WhatsApp verification messages.

Indeed may send account security notices (e.g., compromised account interaction), but does not guarantee sending or receipt and bears no responsibility for doing so. Indeed disclaims liability and makes no warranty regarding the accuracy, completeness, timeliness, or reliability of such notices. You may use a Passkey (e.g., face scan, fingerprint) to sign in. Passkeys are stored locally on your device, and Indeed does not receive biometric data or other Passkey-related information. Indeed is not responsible for Passkey data collection, use, storage, processing, or loss, nor related legal obligations. If you prefer not to use a Passkey, other sign-in methods are available.

- c. **Disabling Accounts:** Indeed may disable any account or restrict your ability to use all or parts of the Site in accordance with the Disputes Clause (Contract Disputes Act). Although Indeed may indicate reasons for such decisions, we cannot always do so. We reserve the right to make such decisions in our interest or our Users' interest. You agree that Indeed has no liability or obligation to you or anyone else arising from such decisions.
- d. **Your Contact Information:** Indeed may contact you via your account, email, phone (mobile included), or postal mail, using information you provide or Indeed obtains from third parties. By providing a phone number you confirm you are the primary user and agree to receive calls and Text Messages at that number, even on mobile, which may be automated. "Automated" on the Site refers to sending messages to your provided number, not number generation. Promptly update your number if it changes. You agree that providing your number or using the Site establishes a business relationship, allowing Indeed to send you related Text Messages. To stop Text Messages, reply STOP or contact Indeed Customer Support. Other unsubscribe attempts may not be recognized. Replying STOP to an Indeed text alert unsubscribes you from those specific alerts. For subscribed offerings like Hiring Events, reply STOP within those specific message flows.



Replying STOP only unsubscribes you from Text Messages; other communications may continue. You can also revoke Text Message consent by closing your Indeed account. Indeed is not responsible for third parties you've given your number to. To stop marketing/commercial emails or manage preferences, update email settings on your Indeed account or use the unsubscribe link in the messages.

- e. **Short Code Text Messages:** You may be offered the option to receive short code text messages from Indeed. These messages fall into distinct categories:
 - i. **For Job Seekers:** You may receive short code text messages regarding (i) employer responses and interviews, or (ii) recruiter invites. **You can cancel these messages at any time by texting "STOP" to the relevant short code, by texting "STOP" to both short codes to unsubscribe from both categories, or by opting out via Communication Settings.**
 - ii. **For Employers:** You may receive short code text messages about interviews scheduled with Job Seekers through Indeed. **You can cancel these messages at any time by texting "STOP" to the relevant short code or by opting out via Communication Settings.**

For all short code text messages: After you cancel, we will send you a response message to confirm that you have been unsubscribed. If you are experiencing issues with the messaging program, you can reply with the keyword "HELP" for more assistance, or you can visit our [Help Center](#). Carriers are not liable for delayed or undelivered messages. Message and data rates may apply for any messages sent by you to Indeed, and by Indeed to you. Message frequency varies. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. If you have any questions regarding privacy, please read our [Privacy Policy](#).

- f. **Phone Number Only (PNO) Accounts:** In certain countries, you may create an account using only a phone number and a WhatsApp account. You acknowledge the limitations of PNO Accounts, including that if you lose access to your phone number, you may lose access to your account and data, and that password recovery may not be possible. You represent that you are the primary user of the telephone number registered. If the phone number associated with your PNO Account has been recycled or a third party has access to it, there is a risk that a third party could access your PNO Account. To unsubscribe at any time from non-transactional WhatsApp messages connected to your PNO Account, reply STOP by



WhatsApp to the relevant message. DUE TO THE UNSTRUCTURED CONVERSATIONAL FORMAT OF THIS SERVICE, WE MAY NOT RECOGNIZE OTHER UNSUBSCRIBE ATTEMPTS. Please note that since PNO Accounts depend on the functionality of third-party providers, there may be technical issues on the part of those providers. Indeed accepts no liability regarding phone numbers in PNO accounts being recycled or Job Seekers losing access to such phone numbers.

8. Payment Terms

- a. **Obligation to Pay:** You agree to pay all charges for services you purchase and will be charged as indicated on the Site or in a separate Insertion Order in accordance with the GSA Schedule Pricelist. Indeed offers many of its services for free, especially for Job Seekers. We may start charging for such free services, restrict their use, or add them to other services or features in our sole discretion.
- b. **Billing:** Invoices may be sent electronically. By providing a payment method, you authorize Indeed to invoice the Customer and upon written approval of invoice payment charge it for all fees owed.

If your Indeed employer account has a credit card or other payment method on file, such as bank account information for Automatic Clearing House ("ACH") payment, Indeed may charge that payment method for any programs or services you order and for any outstanding payments, including to correct billing errors.

By providing your bank account information and signing up for direct debits from Indeed, you authorize Indeed to use ACH to debit the bank account specified for any amount owed for charges arising from your use of Indeed's services or purchase of programs or services from Indeed, pursuant to these terms, until this authorization is revoked.

Your credit card, bank account, and related billing and payment information may be shared by Indeed with companies who work on Indeed's behalf, such as payment processors or credit agencies, for the purposes of checking credit, effecting payment to Indeed, and servicing your account. Indeed may obtain updated payment information for credit and debit cards through payment card networks, card issuers or other third party sources. Indeed may use the updated card and bank account information to charge amounts you owe for purchase of any Indeed service unless otherwise indicated by You. Indeed shall not be liable for any use or disclosure of such information by such third parties. You may not delete a credit card from your Indeed account if it is the only payment method on file and you have outstanding invoices or charges to your Indeed



account. Indeed may also provide information in response to valid legal process, such as subpoenas, search warrants and court orders, or to establish or exercise its legal rights or defend against legal claims. Indeed shall not be liable for any use or disclosure of such information.

- c. **Late or Outstanding Payments:** Indeed may elect to apply (i) penalties for late payment as per the maximum interest permitted by law and (ii) reserved. Indeed may apply simple interest for late payments at the rate established by the Secretary of the Treasury (41 U.S.C. 7109). The Parties agree that the accrual and payment of such interest, following the receipt of a **Proper Invoice** and subject to the 30-day grace period, shall be governed by GSAR 552.212-4(i)(6).
- d. **Taxes and Fees:** Vendor shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).
- e. **Reserved:**
- f. **Currency:** If you are located in the United States, you shall pay all charges in US dollars. If your billing address is anywhere else, you may be able to pay all charges in the US Dollars.
- g. **Subscriptions:** If you purchase a subscription, you agree that it may be renewed by executing a written order for the successive subscription term. THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED BILLING CYCLES UNDER THE APPLICABLE SUBSCRIPTION PLAN. EXCEPT WHERE AN ORDER IS FORMALLY TERMINATED FOR CONVENIENCE OR CAUSE BY THE ORDERING ACTIVITY PURSUANT TO GSAR 552.212-4, AMOUNTS FOR FUTURE PREPAID UNUSED BILLING CYCLES MAY RESULT IN A PRORATED REFUND OF THE UNUSED BILLING CYCLES, WHICH SHALL BE DETERMINED IN INDEED'S SOLE DISCRETION. IN THE EVENT OF A FORMAL TERMINATION FOR CONVENIENCE OR CAUSE BY THE ORDERING ACTIVITY, INDEED WILL PROVIDE A PRORATED REFUND OF PREPAID, UNUSED FEES COVERING THE REMAINING PORTION OF THE SUBSCRIPTION TERM. Following any cancellation, however, you will continue to have access to the service through the end of your current billing period.
- h. **Change of Address:** If you have provided a billing address to us, and you change such billing address from an address within the United States to an address outside the United States, or from an address outside of the United States to an



address inside the United States, you will continue to be bound by the Terms with the same Indeed party for the remainder of the calendar month in which you made the change. Beginning on the first day of the next calendar month, you hereby agree that you will be bound by the Terms with the applicable Indeed party identified in Section D.13 of these General Terms for all Users with respect to such new territory.

- i. **Refunds:** Except as otherwise provided in the Terms, Indeed may offer pro-rated refunds for Indeed services only for a period of twelve(12) months from the date of purchase. Notwithstanding the foregoing, and except as provided under a formal termination governed by GSAR 552.212-4, Indeed will not provide refunds in case of abuse of our policies, which may instead result in an immediate temporary suspension of service or a Termination for Cause pursuant to the GSA Schedule and its Disputes Clause.

10. Termination and Suspension

- a. **By You:** You may terminate your agreement to the Terms, subject to any surviving obligations described in these Terms, at any time by closing your account and ceasing to use the Site.
- b. **By Indeed:** When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Indeed shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.
- c. **Survival:** All provisions of the Terms that by their nature should survive termination will survive termination, including Indemnification, Limitation of Liability, Disclaimers of Warranties, IP Rights, Confidentiality, Data Use & Retention, Arbitration Agreement, Contracting Entity, Governing Law, Venue and Dispute Resolution, Payment Obligations, User Generated Content License, Entire Agreement, Severability, Force Majeure, and Assignment.

11. Force Majeure

In accordance with GSAR Clause 552.212-4(f), Under no circumstances shall Indeed or its affiliates be liable for any delay or failure its obligations under these Terms or in



performance resulting from events beyond its reasonable control, including acts of God, natural disasters, pandemics, labor disputes, power or internet outages, telecommunication failures, civil disturbances, embargoes, governmental actions, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, epidemics, or strikes.

12. Reserved

13. Contracting Entity

Your relationship is with the Indeed entity determined by your location, or the location of the office primarily supporting you, and user type, as set forth below.

User Type	Location / Support Office	Contracting Entity	Address
Job Seeker	Located in United States	Indeed Inc.	Indeed Tower 200 West 6th Street, Floor 36, Austin, TX 78701, USA

14. Governing Law, Venue and Waiver Provisions

- a. **Governing Law and Venue:** These Terms shall be governed in accordance with the Federal laws of the United States.
- b. **Jury Trial Waiver:** If you are located in the United States, **TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND INDEED EACH WAIVE ANY RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE SITE. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVING ANY RIGHT TO A JURY TRIAL. YOU FURTHER ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR INDEED TO PROVIDE YOU ACCESS TO THE SITE.**
- c. **Class Action Waiver:** **YOU AND INDEED AGREE NOT TO SERVE 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, REPRESENTATIVE, OR COLLECTIVE LAWSUIT AGAINST THE OTHER. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVING ANY RIGHT TO BRING OR TAKE PART IN ANY SUCH CLASS, REPRESENTATIVE, OR COLLECTIVE ACTION. YOU FURTHER ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR INDEED**



TO PROVIDE YOU ACCESS TO THE SITE.

d. **Reserved:**

15. Entire Agreement; Severability

Subject to the order of precedence set forth in GSAR 552.212-4 or the underlying GSA MAS Schedule Contract, these Terms, inclusive of all negotiated static exhibits attached hereto (Exhibits A, B, and C), constitute the entire agreement between you and Indeed with respect to the Purchased Products and supersede all prior or contemporaneous agreements, statements, communications, quotes, or invoices regarding the same. Each provision of the Terms is a separately enforceable provision. If any part or parts of the Terms are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed, and the remainder of the Terms shall continue in full force and effect.

For the avoidance of doubt, in a reseller structure, (i) the only terms applicable to Indeed's Site, services or programs within the scope of the Purchased Products are set forth in the Terms (including Exhibits A, B, and C); and (ii) if you purchased Indeed programs or services from a reseller, (a) the reseller is not an agent of Indeed and has no authority to speak for or bind Indeed to any obligations, and (b) without limiting any of the foregoing, Indeed is not responsible or liable for any representations, warranties, acts or omissions by the reseller.

16. Changes to the Terms

In the event Indeed permanently discontinues in its entirety a Purchased Product identified in the applicable Insertion Order during a prepaid subscription period, and does not provide a commercially reasonable, functionally equivalent replacement for the remainder of that period, Entity shall be entitled, as its sole and exclusive remedy, to a pro rata refund of any prepaid fees for the discontinued Purchased Product attributable to the unused portion of such prepaid period.

17. Notices

Unless otherwise indicated in the Terms, notices to Indeed must be sent via certified mail to the appropriate entity address listed above. Notices to you may be sent to the email address in your account or posted to your account interface and are deemed received when sent.

18. Indeed's Role

Nothing in the Terms shall be construed as creating a partnership, joint venture, or agency relationship between you and Indeed.



Our affiliate Indeed Flex, Inc. (in the US and UK) may provide services as a staffing agency to its clients. Further, Indeed Recruiting Services, Inc. and Indeed Ireland Operations Limited may provide services as an employment agency to their clients pursuant to separate written agreements (“Indeed Recruiting Services”). These services are distinct from the Site, but may involve such affiliates using the Site on their clients’ behalf.

19. Use by Minors

- a. **General:** Generally, the Site is only for use by people aged 16 or over. However, some jurisdictions might have different restrictions as outlined below. In all jurisdictions, if you are under the legal age of majority in your jurisdiction, you must use the Site under the supervision of your parent, legal guardian, or responsible adult, even if your age is above the Indeed permitted use age for that jurisdiction. By accessing the Site from anywhere, you represent and warrant that your age is above the Indeed age restrictions in your jurisdiction (e.g. over 16 in the United States, and over 18 in EEA). We adopt a range of measures to try to ensure that no information is knowingly solicited from individuals who do not meet the minimum age or any other applicable age requirements. If we learn that an individual who does not meet the minimum age requirement has used the Site or provided personal information through the Site, we will restrict access to, or close their account, and remove that information from our systems.
 - i. **Japan:** the Site is only for use by those who meet the permitted minimum age under Japanese law for Indeed to lawfully provide you with use of the Site.
 - ii. **EEA, Switzerland, UK, Turkey, and Ukraine:** As of February 1 2024, access to the Site is restricted to individuals who are 18 years of age or older.
- b. **Parental Controls:** We hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available from [GetNetWise](#) and [OnGuard Online](#). Indeed does not endorse any of the products or services listed on such sites.

20. Claims of Infringement

- a. **U.S. Copyright Infringement:** The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material



appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by Indeed infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information as required by 17 USC. § 512(c)(3)(A): (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the site are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Indeed to locate the material on the site; (d) the name, address, telephone number, and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send Indeed a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright/> for details. Notices and counter-notices with respect to the Site should be sent in writing to Indeed Copyright Notice, Indeed Tower 200 West 6th Street, Floor 36, Austin, TX 78701, USA (copyright@indeed.com). We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there are penalties for false claims under the DMCA.

- b. **Other Claims of Infringement:** For claims of infringement that do not involve a U.S. copyright, please [contact us](#) via our Site [contact form](#).

21. Site Rules

Your use of the Site is conditioned on your adherence to these rules and any other policies or rules listed on the Site. Failure to comply is a material breach of the Terms. Indeed may, at its discretion and without notice, take measures against users or activity violating rules, including content removal, service restrictions, logging out, or account disabling.

DO NOT, directly or indirectly:

- Access the Site through any means other than the public interfaces provided by Indeed;
- Access any data, especially personal data, by automated means or otherwise, without permission;
- Provide any false or fake information; impersonate any person or entity; or create fake accounts;
- Provide any instructions, system prompts, code, or data with the intent or effect of damaging, disrupting, disabling, harming, impairing, interfering with, manipulating, altering, intercepting, expropriating, or otherwise impeding the proper or intended functioning of the Site, or any data, program, system, services, equipment or communication;
- Bypass any security measures or Site limitations;
- Cause, authorize, or contribute to: (1) automated, fraudulent or otherwise invalid Site activity such as impressions, clicks, Started RSVPs, RSVPs, Started Applications, or Applications; (2) manipulation of Ad placement, bidding, or any other part of the Site or Indeed Apps; (3) inaccurate reporting of any measurements of user activity including applications; (4) circumventing charges you owe to Indeed, such as by preventing the reporting of an application; or (5) advertisement of goods or services through the Site;
- Use the services with the intent or effect of damaging, disrupting, disabling, harming, impairing, interfering with, intercepting, expropriating or otherwise impeding our services, the appearance of our services, the Site, or any systems;
- Use the Site, including AI-Generated Content, to harm or violate the rights of any person, especially minors;
- Use AI-Generated Content to provide legal, medical, or financial advice;
- Use or misappropriate the Site for your own commercial gain;
- Use any automated system (bots, scrapers, spiders, AI or Agentic AI) to access, data-mine, or submit content to the Site, in bulk or otherwise, without Indeed's express written permission (we conditionally grant permission to crawl the Site solely as outlined in our robots.txt file). You may not crawl, scrape, extract data from, reproduce, duplicate, copy, sell, exploit, trade or resell any part of the Site or access the Site for the development, training, fine-tuning, or improvement of any third-party machine learning model, artificial intelligence (AI) system, or any related software program, model, algorithm, or generative AI tool;
- Generate or provide User Content that is unlawful, fraudulent, discriminatory, threatening, abusive, defamatory, obscene, harmful, harassing, violent, hateful, irrelevant, unconstructive, or otherwise objectionable; promotes self-harm; contains sexual, ethnic, racial, or other discriminating slurs; contains proprietary information, trade secrets, intellectual property of another person, or confidential

information; or contains spam, pyramid schemes, or unsolicited commercial communications;

- Generate or use malware;
- Post official identification numbers, background check information, or other highly confidential data that violates or may violate anyone's privacy rights;
- Submit job applications or other User Content by automated means, in bulk or otherwise, other than by automated tools that the Site explicitly offers or that have been otherwise agreed to in writing with Indeed;
- Submit job applications or other User Content (including webforms or links in a resume, Your Profile, or application) that is malicious, fraudulent, or spam;
- Interfere with others' use of the Site;
- Modify, adapt, translate, reformat, resell, frame, or reverse engineer any portion of the Site;
- Remove any copyright, trademark or other proprietary rights notices;
- Transmit or store biometric information or biometric identifiers;
- Promote or encourage illegal activity;
- Promote pyramid schemes, multi-level marketing (MLM) programs, jobs that require payment to start, or any topics we consider detrimental to our users;
- Send unsolicited commercial messages, or any other unlawful communications;
- Send messages to users who have asked not to be contacted;
- Send text messages or make calls for a purpose not related to hiring for or applying to a Job Ad;
- Sell personal data; or
- Violate applicable laws.

Indeed reserves the right to use technical measures to detect, investigate, or prevent unauthorized automated access or activity on the Site. Indeed reserves the right to monitor all activity on the Site and to not pass on or deliver any message or communication that may be malicious, spam, fraudulent, or unwanted, or for any other reason. This includes webforms, links, or attachments of any type, scripts, macros, or any other form of code. You agree the determination of what constitutes spam or unwanted or objectionable content is in Indeed's sole discretion. Bribing an Indeed employee to remove content will result in the company's removal from the Site.

The APIs, Documentation, APIs Key, Indeed Applications, click through rates, performance statistics, advertising rates, revenue share rates and all related information constitute Indeed proprietary and confidential information.

22. External Sites

- a. **General:** The Site links to external sites (e.g., Employer websites, Applicant Tracking Systems, promotional websites) owned and operated by third parties (“External Site”). These links may appear in User Content. Indeed is not responsible for External Sites’ availability or content, and links may be removed at any time. Address concerns about an External Site to the responsible third party. Indeed has no control over External Sites. Transactions completed outside Indeed are agreements with third parties, at your own risk. You provide data directly to the third party, and your rights are determined by their policies and terms. Indeed may provide you with access to a link on Indeed to services or products offered and performed by a third party (“Third-Party Service”). For example, this service may be offered in the form of permitting a Jobseeker to request their own background check or permitting an Employer to request a background check of a Jobseeker. Indeed operates solely as a technical conduit, allowing the transmission of background checks sent by a background check Third-Party Service to you. Please note (and you acknowledge) that Indeed cannot and does not assemble, access, view, analyze, manipulate, alter, evaluate or store the background check reports provided by any background check Third-Party Service to you or to any other Indeed user. If you choose to use the third-party link and its services or products, you are contracting directly with the Third-Party Service, and Indeed is not a party to this contract.
- b. **Apple-Specific Terms:** In addition to your agreement with the foregoing terms and conditions, and notwithstanding anything to the contrary herein, the following provisions apply with respect to your use of any mobile application version of the Site compatible with the iOS operating system of Apple Inc. (“Apple”, and such mobile application, the “App”). Apple is not a party to the Terms and does not own and is not responsible for the App. Apple is not providing any warranty for the App except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the App and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the App, including any third-party product liability claims, claims that the App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the App, including those pertaining to intellectual property rights, must be directed to Indeed in accordance with the “Questions or Complaints” section below. The license you have been granted herein is limited to a non-transferable license to



use the App on an Apple-branded product that runs Apple's iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set forth in Apple's App Store Terms of Service. In addition, you must comply with the terms of any third-party agreement applicable to you when using the App, such as your wireless data service agreement. Solely with respect to your use of the Indeed Mobile Application on Apple-branded products, Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement and, upon your acceptance of these Terms, will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof. If you are a U.S. federal government customer acquiring the Services under a GSA Multiple Award Schedule contract (a Government Customer), any such enforcement by Apple against you will not create any rights, remedies, procedures, forums, or liabilities broader than those that would be available to Indeed under this Agreement, the applicable GSA Multiple Award Schedule contract, and applicable federal law, and will be subject to the same limitations, procedures, and authorities that govern claims arising out of this Agreement, including, to the extent applicable, the Contract Disputes Act (41 U.S.C. §§ 7101–7109) and the Federal Tort Claims Act (28 U.S.C. § 1346(b)). Nothing in this subsection is intended to waive or impair sovereign immunity or to create privity of contract between Apple and the United States under the GSA Multiple Award Schedule contract. Notwithstanding the foregoing, Indeed's right to enter into, rescind, or terminate any variation, waiver, or settlement under these Terms is not subject to the consent of any third party.. .

- c. **Third-Party APIs:** The Site may include information provided by third-party APIs, which is subject to additional terms and conditions imposed by those third parties. For example, the Site may include Google Maps features and content, which is subject to the current versions of: (1) the [Google Maps/Google Earth Additional Terms of Service](#); and (2) the [Google Privacy Policy](#). Company Page data from Japan may come from Toyo Keizai Shinpo Inc.
- d. **Third Party Automations:** You agree that all general Site access and use prohibitions in the Terms, including those against scraping, bots, and other automated activity, remain in full effect. However, Indeed may, at our sole discretion, offer you the ability to connect your Indeed Account to third-party AI platforms ("Permitted AI Connector"). You must comply with any Indeed account creation and login requirements we establish for use of a Permitted AI Connector to access the Site. Site functionalities available through any Permitted AI Connector may be limited in our sole discretion. Any Permitted AI Connector is in



Beta and subject to our Beta Program terms. Any use of the Site through a Permitted AI Connector must strictly comply with the Terms, and Indeed reserves the right to suspend or terminate access at any time. Your use of a third-party AI platform through a Permitted AI Connector is a Third Party Service and is subject to the third-party AI platform's terms. Indeed does not own, control nor have any responsibility or liability for any third-party AI platform you choose to link to your Indeed Account through a Permitted AI Connector, including how information obtained from the Site may be presented to you by such third-party AI platform. By linking your account through a Permitted AI Connector, you authorize Indeed to share your account data and User Content with such third-party AI platform.

23. Questions or Complaints

If you have a question or complaint regarding the Site, please use our [Indeed Help Center](#). The Indeed Help Center is an External Site provided by Zendesk. Do not include credit card, bank account or other sensitive information in your e-mail correspondence with us. Please note that communications within Zendesk will not necessarily be secure.

California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. **Accessibility:** If you are using assistive technology to access the Site, or you are otherwise encountering an accessibility issue, and you need help, you can email accessibility@indeed.com.

24. Beta Program – Reserved

25. Other Services

E-Signature: The Site may offer e-signature options, which may be powered by a third-party service provider. By using e-signatures on the Site, you agree that your e-signature is intended to authenticate the document you are signing, and your e-signature will have the same force and effect as a manual signature. Indeed is not a legal record keeper. Your use of e-signatures is at your own risk, and it is your responsibility to ensure that your document is received and to retain your own copies.

26. Additional User Warranties

- a. You represent, warrant, and covenant that (i) you are not a “covered person” (as defined in 28 CFR § 202.211) or “controlled by a foreign adversary” (as defined in



15 U.S.C. § 9901(c)(2)); and (ii) neither you nor your affiliates, representatives, or subcontractors are currently engaged in, or will engage or attempt to engage in any “prohibited transaction” (as defined in 28 CFR § 202.243) involving sensitive personal data,” (as defined in 28 CFR § 202.1(e)249) that is disclosed, transferred, communicated or otherwise made available to you by or on behalf of Indeed, including selling, leasing, transferring, or licensing or sub-licensing of access to any such sensitive personal data to a covered person or “country of concern” (as defined in 28 CFR § 202.209). You shall immediately notify Indeed in writing (but in no case later than 24 hours) upon determining or suspecting that (i) you or an affiliate, representative or subcontractor has violated the obligations under this section; (ii) a covered person or country of concern has gained “access” (as defined in 28 CFR § 202.201) to such sensitive personal data; or (iii) you can no longer meet your obligations under this section. You acknowledge and agree that a failure to comply with your obligations under this section constitutes a material breach of the Terms and may constitute a violation of 28 CFR § 202 et seq. or other applicable laws or regulations. In the event you fail to comply with any of your obligations under this section, Indeed may suspend or terminate the Terms at any time without penalty. You certify that you are in compliance with this section, 28 CFR § 202 et seq. and any other legal requirements, restrictions or prohibitions applicable to sensitive personal data. You agree that you shall not evade or avoid, cause a violation of, or attempt to violate any of the requirements, restrictions or prohibitions set forth in 28 CFR § 202 et seq. You further agree that, upon Indeed’s request, you shall recertify in writing your compliance with this section and 28 CFR § 202 et seq.

- b. You represent and warrant that all information you provide via the Site is accurate. By entering your phone number you are representing and confirming it is your phone number and that you have the right to accept Text Messages at the number.
- c. You represent and warrant that you will comply with all applicable laws and regulations, including export control laws, copyright laws, and data privacy laws.
- d. You represent, warrant and covenant that you are not (a) located in, or a resident or a national of, any country subject to a U.S. government embargo, sanctions, or other restriction, or that has been designated by the U.S. government as a “terrorist supporting” country; (b) on any of the Restricted Lists below; or (c) the subject of sanctions consistent with U.S. law imposed by the government of the country where you are using the Site. “Restricted Lists” means: (a) Bureau of



Industry and Security, U.S. Department of Commerce, Denied Persons List; (b) Bureau of Industry and Security, U.S. Department of Commerce, Unverified List; (c) Defense Trade Controls – List of Debarred Parties; and (d) Specially Designated Nationals, Terrorists, Narcotics Traffickers, Blocked Persons and Vessels List; or (e) Bureau of Industry and Security, Department of Commerce, The Entity List; National Security Division’s Covered Persons List as defined in 28 CFR § 202.701.

- e. If you are located in Japan, you represent and warrant that you do not currently fall under, and will not in the future fall under, any of the following categories. You also agree to immediately notify Indeed if you become aware that you fall under any of the following categories:
 - i. You or any of your officers are considered an organized crime group, a member of an organized crime group, a person who has been a member of an organized crime group within the past five years, an associate member of an organized crime group, a company affiliated with an organized crime group, a corporate racketeer, a political racketeer or an organized crime syndicate, or any equivalent thereof (collectively, “Members of Organized Crime Groups”).
 - ii. You have a relationship in which it is recognized that Members of Organized Crime Groups control your management.
 - iii. You have a relationship in which it is recognized that Members of Organized Crime Groups are substantially involved in your management.
 - iv. You have a relationship in which it is recognized that you engage with Members of Organized Crime Groups for the purpose of obtaining unjust benefits for yourself or a third party, or for the purpose of causing harm to a third party.
 - v. You have a relationship in which it is recognized that you provide funds or benefits to Members of Organized Crime Groups.
 - vi. Any of your officers or persons substantially involved in your management have a socially unacceptable relationship with Members of Organized Crime Groups.

27. Assignment

You may not assign, transfer or delegate any of your rights or obligations hereunder without Indeed’s prior written consent, and any such attempt is void. Any reference to



Indeed or an Indeed entity shall include reference to any successors, transferors or assigns.



Exhibit A

Indeed's Privacy, as of 4/22/2026

Our core mission is to help people get jobs, and help employers find great candidates. Since each of our Affiliates and Brands (as detailed in our [HR Tech Privacy Center](#)) shares this core mission, we developed a [Privacy Center](#) as a way of educating our users about our affiliates, and how we share data with them to provide the strongest product and service offerings to our users. You can find out more about how we share data between affiliates on our [Privacy Center FAQ](#).

Indeed values the trust our users and customers place in us when they give us access to their Personal Data. This Privacy Policy describes how we work to maintain that trust and protect that information.

We update our Privacy Policy periodically to ensure that our Privacy Policy continues to clearly explain how we collect and use personal and non-personal data.

Here's a summary of key updates:

- We have added more detail about the information we collect, how we use Personal Data, and the legal bases we rely upon to use Personal Data.
- We have updated our Region-Specific information section to include more information regarding U.S. privacy laws, the Texas Data Privacy Security Act (TDPSA), California Privacy Rights Act (together with the California Consumer Privacy Act, "CCPA"), Colorado Privacy Act, Connecticut Data Privacy Act, Delaware Personal Data Privacy Act, Indiana Data Consumer Protection Act, Iowa Consumer Data Protection Act, Kentucky Consumer Data Protection Act, Maryland Online Data Privacy Act, Minnesota Consumer Data Privacy Act, Montana Consumer Data Privacy Act, Nebraska Data Privacy Act, New Hampshire Privacy Act, New Jersey Data Protection Act, Oregon Consumer Privacy Act, Rhode Island Data Transparency and Privacy Protection Act, Tennessee Information Protection Act, Utah Consumer Privacy Act, and Virginia Consumer Data Protection Act.
- We have updated our Region-Specific information section to include India's Digital Personal Data Protection Act, 2023 (NO. 22 OF 2023)
- In April 2025, due to changes in the group structure, as announced by Recruit Holdings Co. Ltd. on September 9, 2024 (details in the [URL](#)) we have added more detail about the Sites covered by our Privacy Policy and amended our Region-Specific information



section for users located in Japan and users who apply for jobs at companies located in Japan (hereinafter referred to as “Japan users”) to include a linked [Japan Annex](#).

We encourage you to review the “Last Updated” legend below to determine when it was last amended. Any changes to the Privacy Policy become effective on the “Last Updated” date indicated below.

If Indeed is going to use Personal Data collected through the Sites in a manner materially different from that stated at the time of collection, then Indeed will notify users via email and/or by posting a notice on the applicable Sites for 30 days prior to such use or by other means as required by law. If you wish to object to any new notified processing, you can contact us at privacy-dept@indeed.com.

Indeed reserves the right to amend this Privacy Policy at any time.

Indeed’s Privacy Policy

Last updated: April 1, 2026

This Privacy Policy describes, in a comprehensive manner, how Indeed uses your data. For more information on Indeed’s approach to GDPR, CCPA, and global privacy generally, please visit [Privacy Center FAQ](#).

Introduction

Learn about how Indeed collects, uses and discloses our users’ data.

Our Privacy Policy details how we collect, use, and disclose the Personal and Non-Personal Data we collect from and about you when you access or use our online and/or mobile websites, applications, services, and software, interactions with us on the telephone or in person, or, where permitted by applicable law and in line with this Privacy Policy, that we obtain from publicly available sources or third-party sources.

Our Sites (the “Sites”) covered by this Privacy Policy include the affiliated online and/or mobile websites, applications, services, and software of:

- [Indeed](#)
- [HRTechPrivacy.com](#)
- [Resume.com](#)
- [Workopolis](#)
- [SimplyHired](#)

- [Indeed Recruiting Services](#)

For Japan users (including users who apply to jobs posted by employers in Japan):

- *Rikunabi (2027 and after)*
- *Rikunabi Next*
- *Townwork*
- *Sugojika*
- *Torabayu*
- *Hataraiku*
- *FromAnavi*
- *Logistics and Driver Job Search*
- *Rikunabi HAKEN*
- *Resume Camera*
- *Resume*
- *Resume -Resume writing apps by Townwork-*
- *Riksak*
- *AirWORK Hiring Management*
- *JobOp Hiring Management*
- *Rikunabi NEXT Journal*
- *Career Assistant*
- *Jinzai info*

Who is Responsible for Your Information

This section explains when Indeed is a controller or a processor of your Personal Data, and which entity is responsible for your Personal Data.



For Job Seekers:

- For certain processing, such as when the employer sets questions like screener questions, Indeed can be a processor of your application materials submitted through Indeed Apply and of your interview information when you participate in an interview hosted on Indeed. These data are controlled by the Employer to whom you are applying.
- Indeed is a controller of all other information that you provide in the course of your use of our Sites.

For Employers:

- For certain processing, Indeed can be a processor of Job Seeker applications submitted through Indeed Apply, and of data that you provide to Indeed via Candidate Import. When you sign up for our Candidate Import service, you will be required to agree to a DPA with Indeed outlining the terms of our relationship.
- Indeed is a controller of all other information that you provide in the course of your use of our Sites.

The Indeed controlling entity responsible for your information will depend on your location. It is important to note that the contracting entity indicated in our [Indeed General Terms of Service](#) may differ from the entity listed as a controller in this Privacy Policy. Please note that Indeed and its affiliates are directly or indirectly owned by a publicly traded Japanese parent company, [Recruit Holdings Co. Ltd.](#).

For users in the US, the controlling entity is Indeed Inc.

For Japan users (including users who apply to jobs posted by employers in Japan) , the controlling entity is Indeed Japan K.K.

For all other users, including users in the EEA, UK, and Switzerland, the controlling entity is Indeed Ireland Operations Limited.

Important Definitions

Job Seeker	An individual searching for employment openings, services, or information related to their personal employment or job search
Employer	Individuals and/or organizations seeking information related to hiring or human resources, seeking Job

	Seekers, or 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 and employment agencies
Personal Data	Any information that relates to an identified or identifiable individual and can include information about how you engage with our Services, such as device information or IP address
Special Category Data* *as defined in GDPR. Indeed does not collect all these data categories.	Any information that relates to an identified or identifiable individual and reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health, sex, or sexual orientation.
Sensitive personal data*	A category of personal data that reveals racial or ethnic origin, religious or philosophical beliefs, union membership, medical history, mental or physical health condition, medical treatment or diagnosis, sex life, sexual orientation, sexuality, status as transgender or nonbinary, status as a victim of crime, national origin, citizenship or immigration status; genetic or biometric data that is processed for the purpose of uniquely identifying an individual; personal data collected from a known child; precise geolocation data; social security, driver's license, state identification card, or passport number; account login, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account; contents of a consumer's mail, email, and text messages

*as defined in U.S. privacy law. Indeed does not collect all these data categories.	unless the business is the intended recipient of the communication
Non-account holders	Individuals who use or interact with Indeed or affiliates of Indeed without creating an account.
Non-Personal Data	Any information that does not relate to an identified/identifiable specific individual, e.g. data relating solely to a business
Your Information	Personal and Non-Personal Data that pertains to you
Controller	The entity which decides how and why your data is processed
Processor	An entity which processes data in a particular way, at the direction of a controller
Indeed	Any of Indeed's entities, including Indeed Inc., Indeed Ireland Operations Ltd., and Indeed Japan K.K.
Indeed Messaging	Indeed may enable in-app messaging services, as well as text messaging relay, the Relay Service, and/or call relay services through our Site directly or through vendors to help facilitate contact between Employers and Job Seekers about a Job Listing.
Relay Service	Indeed may provide a two-way message proxy and relay services to the users of our Indeed products including, but not limited to: Smart Sourcing, Indeed Apply, Post a Job,

	private calling, and other electronic communication services whether in the form of telephone, text, video or audio.
Affiliates	Any entity that directly or indirectly, controls, is controlled by, or is under common control of or with an Indeed entity, now or in the future. "Control" for these purposes means having a majority of shares or the right and ability to direct management. This includes Indeed-affiliated entities located outside the EEA or Switzerland.
Job Listings	Employment openings on Indeed
Indeed Profile	All application and contact information stored on your Indeed job seeker account, including resume information, and answers to screener questions.
Resume	An Indeed resume or a resume that you upload yourself
EEA	Member States of the European Economic Area
ATS	Applicant Tracking System
Japan users	Users located in Japan and users who apply to jobs posted by employers in Japan

The Scope of Indeed's Privacy Policy

This Privacy Policy covers data that we collect through the Sites, directly from data subjects, or that we obtain from third parties. In cases where you follow a link to a third-party website, you are no longer covered by our Privacy Policy, and any data collection or processing activity that takes place on that website will be governed by that website's own privacy policy. We only collect data on the Sites that display a direct link to this Privacy Policy.

In accordance with our Terms, the Site is generally only for use by people aged 16 or over. However, some jurisdictions have different age restrictions, as outlined below.



- Japan: For Japan users, the Site is only for use by those who meet the permitted minimum age under Japanese law for Indeed to lawfully provide you with use of the Site.
- EEA, Switzerland, UK, Turkey, and Ukraine: As of 1 February 2024, access to the Site in the EEA, as well as Switzerland, UK, Turkey, and Ukraine, is restricted to individuals who are 18 years of age or older.

In addition to the main Privacy Policy, the Japan Annex applies to Japan users (including users who apply to jobs posted by employers in Japan). Please also see the Japan Annex [here](#). If there is a discrepancy between the Privacy Policy and the Japan Annex, the Japan Annex takes precedence for Japan users.

In all jurisdictions, if you are under the age of majority in your jurisdiction, you must use the Sites under the supervision of your parent, legal guardian, or responsible adult even if your age is above the Indeed permitted use age for that jurisdiction.

We adopt a range of measures to try to ensure that no information is knowingly solicited from individuals who do not meet the minimum age or any other applicable age requirements.

If we learn that an individual who does not meet the minimum age requirement has used the Site or provided personal data through the Site, we will restrict access to, or close their account, and remove that information from our systems.

Applicants to internal jobs at Indeed should reference the [Recruitment Privacy Policy](#).

Current and former employees of Indeed should reach out to their Human Resources partner to reference the Global Employee Privacy Notice.

Data collection and use

Learn about the types of data Indeed uses to support the services we provide.

Indeed uses different types of information in order to provide our Sites' services, products, and features to you. The Personal Data we collect and process may vary, depending on how you use our Sites.

If Personal Data is required, to provide particular Indeed services or features to you, it will be indicated at the time of collection. If Personal Data is required and you choose not to provide it, then the particular feature or service may not be available to you.

Information that Indeed collects

In accordance with applicable data protection laws in the EEA, controllers must have a legal basis to process information. This means we rely on different legal bases to process your information, depending on the purpose of processing outlined in this Privacy Policy.

Full details of the types of personal data we collect from you, the purpose of processing it, our processing operations, and details of the legal bases we rely upon for GDPR are detailed below.

Retention of Your Information

Where Indeed acts as a controller of your Personal Data, we retain such data until it is no longer necessary to fulfill the purpose it is being used for, as required by applicable laws, or until you ask us to delete it. For Japan users, personal data will be stored and used to the extent and for the period necessary to comply with the law.

Information on how long we retain your information, for each purpose, is set out in the following section. In determining these appropriate retention periods, we consider the purposes for which we process Personal Data and whether we can achieve those purposes through other means. We also consider the extent, nature, and sensitivity of Personal Data and our legal obligations with respect to data. Retention means we retain data in a manner that allows it to be identified until it is deleted/anonymized in response to a user request. Where possible and relying on our legitimate interest in improving our Sites, Indeed anonymizes or aggregates Personal Data, so that it can no longer be associated with or identify a user, in which case Indeed can further process the information. For example, we may use anonymized job seeker data, such as your profile data to test the accuracy of our products and services. Another way we may use anonymized data is to make sure our technology is helping all people get jobs in a way that is fair.

Where Indeed acts as Processor of your Personal Data, we store such data until instructed to delete it by the Controller.

Personal Data we collect from all users:

What we collect	How we use it	Why we process it	Legal basis	Retention Period
Account management data – including login credentials, permissions,	We collect, analyze, process, and store your account	To create and maintain an account at your direction.	Account management data is processed as part of performance of a contract .	Account lifetime, or per applicable legal requirements

and associated account actions (such as when your account is created, when you log in, add information, request a service, and any changes to your account).	management data.			(for example : in cases of legal obligations pursuant to fraud)
What we collect Activity data – areas of the Sites you visit, where you click, scroll, hover over or otherwise interact with the Sites, and when and for how long the activity occurred.	How we use it We collect, analyze, process, and store activity data including via automated means, and in some cases record in real-time.	Why we process it For fraud prevention. To bill customers accurately. To improve our Site services. To help you find more	Legal basis We rely on our legitimate interests in understanding how users interact with and use our Sites; running our business; and keeping our Sites safe and secure. Activity data is monitored	Retention Period Account lifetime

	For some products, we bill employers based on Job Seekers' actions. For Employers , this may also include actions taken with regard to a Job Listing or to Job Seeker's resume or application. To add labels or badges to Employers and Job Seekers based on activity on	relevant job listings.	to prevent malicious and fraudulent activity, or Spam on our Sites as part of performance of a contract.	
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	the site, such as “Responsive Employer” or “New Applicant” for example.			
What we collect Communication data – interactions with or through Indeed, including via chatbots or third-party messaging services, apps, and websites such as WhatsApp or LINE, or by telephone, including calls and SMS texts, and also emails and	How we use it We collect, analyze, process, profile, including via automated means, and store your Communication Data.	Why we process it To make it easier to apply to jobs and for employers to find candidates . To send Job Seekers relevant Job Listings and applications to Employers. To send	Legal basis We rely on our legitimate interests in providing a valid and relevant service to our users and to continue to improve our products and services. We provide an opt out so you can object to marketing messages. Under the limited circumstances	Retention Period Account lifetime

notifications. Please note that your relationship with third-party services (such as those from Facebook, Google, or WhatsApp) or any other third-party website is governed solely by your agreement with third-party operators of those platforms.		you relevant marketing emails. To improve our Sites and services.	es where we call you and where the call is recorded, we may rely on your consent.	
What we collect Contact information – name, telephone number, email and address.	How we use it We collect, process and store your contact	Why we process it To send you marketing and transactional emails, and to	Legal basis Transactional emails are sent as part of performance of a contract. At account	Retention Period Account lifetime. Copies of identity docume

Identity documents (including metadata) may be collected in very limited circumstances, such as for appeals to account closures.	information.	send you reminders. To create an account at your direction. To contact you to verify your account or your identity. To conduct or coordinate interviews, where you are using the Indeed Recruiting Services, Inc. (known as Indeed Agent in Japan) product. To contact you and provide	creation, marketing emails are sent on the basis of the legitimate interest of promoting and improving our services. We rely on our legitimate interest in detecting and preventing fraudulent activities on our Sites for verification. Reminders of upcoming interviews and events are consent-based. Job-alerts sent to your email are consent-	nts are deleted once identity has been verified.
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		services related to campaigns sponsored by Indeed, including posting you materials or prizes. To establish a complaint handling system. To contact business in order to enhance our services. To list you as the employer's contact person in relation to a job.	based. Account creation and interviewing are done on the basis of performance of a contract. In certain markets, we might rely on your consent in order to contact you and provide services related to campaigns sponsored by Indeed. Contacting you, including by post are done on the basis of legitimate interest and, in some cases, perfor	
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			mance of a contract. The complaints handling system is done as a legal requirement in Japan. We list points of contact for employers in our legitimate interest to help our Job Seeker-Employer communications.	
What we collect Device information – IP address/device ID, user agent. We collect	How we use it We rely on our legitimate interests in keeping our Sites safe and	Why we process it For fraud prevention. To administer your account	Legal basis We rely on our legitimate interests in keeping our Sites safe and secure and to provide a	Retention Period Account lifetime

the name you have associated with your device, device type, telephone number, country, and any other information you choose to provide.	secure and to provide a valid and relevant service to our users.	and to help you find more relevant Job Listings. For example, while using a mobile device to access Indeed, Indeed may provide a Job Seeker with relevant Job Listings that are located within the same zip code as where this activity is taking place.	valid and relevant service to our users .	
What we collect	How we use it	Why we process it	Legal basis We only collect	Retention Period

Location data	“Coarse” location data is collected and stored; “precise” location data is collected but not stored against your account.	To help you find more relevant Job Listings.	location data when you have not indicated that you do not wish to share it. To improve our Sites services; For more information about how to change your location sharing settings on your device, please click here.	Account lifetime
What we collect Messaging data – messages that you send or receive on or to the Sites, ATS connected	How we use it We process, monitor, review, store, and analyze such content,	Why we process it For data analysis, quality control, enforcement of the Sites’ rules and other	Legal basis We rely on our legitimate interest in keeping our Sites safe and secure. Messaging data cannot	Retention Period 10 years

with Indeed's service and messages that you send or receive through Indeed Messaging and the Relay Service	including via automated means.	Indeed policies, content moderation, and to improve the Sites or any other Indeed product or service. Examples of such improvements would be improving the open rate of messages by optimizing their delivery, optimizing our search results, improving Job Listings, permitting applicants to manage their	be malicious, spam, or fraudulent, and is monitored as part of performance of a contract . Depending on the applicable law, we may rely on your consent .	
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		application s after transmittin g them to Indeed, providing Job Seekers with the status of their application when instructed to by Employers, ensuring you are provided with personally relevant product features and communic ations, and preventing fraud and spam.		
What we collect	How we use it	Why we process it	Legal basis To comply with	Retentio n Period

Payment information – payment card details and other verification data.	When you use chargeable services, we collect information to facilitate payment and verify your account. Indeed never stores your full card number. Employers may also verify identity using a temporary card authorization.	To effect payment for a chargeable service. To verify identity. To facilitate due process and provide information in response to a valid legal process, such as subpoenas, search warrants, and court orders, or to establish or exercise its legal rights or defend against	our legal obligations with respect to financial reporting and valid legal information requests. In our legitimate interest to ensure we are in contact with the correct person.	Per applicable legal requirements
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		legal claims.		
What we collect Scheduling information – your availability and responses to calendar invitations for interviews, including from third-party calendar providers if you choose to link them to your account.	How we use it We collect, process, and store scheduling information.	Why we process it To facilitate interviews scheduled through and held on Indeed's interview platform.	Legal basis We collect this information so that Job Seekers are able to interview with Employers as part of performance of a contract .	Retention Period Account lifetime
What we collect Telephone data – when a Job Seeker or Employer are contacted through	How we use it We collect, process, and store information about whether a	Why we process it To facilitate contact for the purpose of submitting application	Legal basis Facilitating contact is undertaken on the basis of performance of a contract and processing	Retention Period Account lifetime

Indeed's telephone Relay Service	call was answered and call duration, but we do not record calls made through the Relay System.	s, conducting job interviews, or other communication related to a Job Listing.	information on whether a call was answered is pursuant to our legitimate interest in providing our services. Depending on the applicable law, we may rely on your consent.	
What we collect Authentication data (SSO only) – when you use single sign on (SSO) to log into your Indeed account we collect data including name, profile picture, profile data,	How we use it We store the information collected from your SSO account to authenticate you as a user of both Indeed	Why we process it To make signing into Indeed easier and more secure.	Legal basis In our, and our third party user's, legitimate interests of ensuring accounts are secure and facilitating a streamlined sign-in experience.	Retention Period Account lifetime, or until you or your employer unlink your accounts.

and email address	and the third party.			
What we collect Authentication data – when linking account to third party sites	How we use it To confirm you are a valid Indeed account holder, we share an authentication token with third parties. This token is a secure key that verifies your identity without sharing any of your personal account details or login	Why we process it To verify with the third party that you are a valid Indeed account holder.	Legal basis Consent – If you no longer wish to share data with the third party, remove or disconnect your Indeed account from the third party website / interface.	Retention Period Account lifetime, or until you unlink your accounts.

	informatio n.			
What we collect User feedback and satisfaction data – including ratings and plain text feedback on their experience using Indeed or how we can improve our services. Job Seekers can also report jobs for various reasons, including where they consider the job to be, for example, inaccurate or offensive and leave plain text	How we use it We process, monitor, review, store, and analyze such content, including via automated means.	Why we process it To improve our Sites and services.	Legal basis We rely on our legitimate interest in operating, managing, and improving our Sites and services. Reporting a job is done as a legal requirement.	Retention Period Account lifetime

feedback about it. We also facilitate user feedback on job listings				
What we collect Data received through your use of the Sites via APIs and similar technologies	How we use it Indeed collects, analyzes, processes, and stores information generated in the course of your use of the Sites.	Why we process it For fraud prevention. To improve our Site services.	Legal basis Legitimate interest in protecting and improving our Sites.	Retention Period Account lifetime

Information we collect about Job Seekers:

What we collect Application data – your resume and other materials shared	How we use it We process your application data and, in some	Why we process it To facilitate your application to a Job Listing.	Legal basis Performance of a contract as these data are essential to help you find jobs	Retention Period Account lifetime or until the relevant Employee
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when you apply to a job through Indeed, your activity in relation to that application, as well as scheduling of / participation in an interview	cases, store it on behalf of the Employer.	To help Employers find relevant candidates and improve our services.	We rely on our legitimate interests in providing a valid and relevant service to our users.	r deletes your application
What we collect Application screening data – your answers to screening questions, <i>including Job Seeker's IP address if using an e-signature.</i>	How we use it We pass your screening data to the relevant Employer, and may listen to and analyze the recording.	Why we process it To improve our services. As part of your application process to a Job Listing.	Legal basis Performance of a contract between Indeed and an Employer. We rely on our legitimate interest in improving our services.	Retention Period Account lifetime or until the relevant Employer deletes your application
What we collect Demographic data –	How we use it Under limited	Why we process it For evaluating	Legal basis We only collect this data with	Retention Period Account lifetime,

age, race & ethnicity, gender, disability, arrest or conviction history, and LGBTQ+ community membership	circumstances, we collect and process special category data. We only collect and process this data in certain markets where permissible by law. We analyze it for specific purposes in line with applicable data protection regulations. The provision of this information is entirely	our algorithmic fairness, in line with Recruit's fairness principle. To improve products that address employment barriers in accordance with Indeed's ESG Commitments. To help employers hire more inclusively. Where we share these data with employers, we only do so in aggregate. Please see our Demogr	your consent, and only in markets where such collection is permitted.	or until you decide to remove these data (where applicable).
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	voluntary and will not be used in any determination of your job application.	aphic FAQ Page for additional information.		
What we collect Disposition data – information about the status of your job application and the decisions taken by the Employer or by you, such as whether you were contacted, interviewed, hired, or if you have withdrawn your application	How we use it We collect, store, process, and analyze this information.	Why we process it To further understand the effectiveness of our Sites and their features and to award labels or badges to Employers and Job Seekers based on application status and disposition data	Legal basis We rely on our legitimate interest in operating, managing, and improving our Sites.	Retention Period Account lifetime

or rejected an offer		To automatically update Job Seekers job application statuses on their Indeed My Jobs page		
What we collect Mock Interviews Data	How we use it We collect, analyze and process, including via automated means, your Mock Interviews data.	Why we process it To provide an automated score and feedback based on practice interviews. Mock Interviews are for practice purposes only and will not be shared with Employers.	Legal basis Mock Interviews are consent-based	Retention Period 2 years
What we collect	How we use it	Why we process it	Legal basis	Retention Period

Profile data (“Employers can find you”) – including your resume, photo (where applicable), preferences, when you are online or recently active on Indeed, qualifications, and any other data included in your Profile. You have the choice to set your profile so that employers can find you or so that employers can’t find you. If you keep your profile set to	We collect, store, process, and analyze your profile data.	To help you find more relevant Job Listings. To enable Employers to invite you to apply to their jobs. To send you invitations to apply to certain jobs. To offer suggestions to you when you apply for jobs on third-party websites in our mobile software. To show when you are online or recently active on Indeed. To improve	Performance of a contract as these data are essential to help you find jobs. We rely on our legitimate interest for analytical purposes in providing a valuable and relevant service. You may change the visibility of your profile at any time by accessing your account settings.	Account lifetime, or until you remove profile data.
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“Employers can find you”, employers will be able to search for and view your information on your profile, including your resume, and a publicly-viewable URL will be generated. Setting your profile to “Employers can find you” may also allow employers to see that you have expressed interest in jobs similar to their Job Listings.		our Sites services.		
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What we collect Profile data (“Employers can’t find you”) – only you and any third parties who you agree to share your profile data with can view your profile. We collect, store, process, profile, and analyze your not searchable profile data set so that employers can’t find you. We only share your profile data set to “Employers can’t find you” with employers at your direction,	How we use it We collect, store, process, profile, and analyze your not searchable profile data. We only share your not searchable profile data with Employers at your direction, when you apply to jobs.	Why we process it To help you find more relevant Job Listings.	Legal basis Performance of a contract as these data are essential to help you find jobs. We rely on our legitimate interest for analytical purposes in providing a valuable and relevant service.	Retention Period Account lifetime, or until you remove your profile data.
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such as when you apply to jobs.				
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Personal Data we collect from Employers:

What we collect	How we use it	Why we process it	Legal basis	Retention period
Business information – verification documentation about your business, employee contact details and physical location of business (including a Federal Employer Identification Number (EIN), Business Registration information, or a utility bill). It can also include	We collect, process, store and analyze such data to verify that Employers on our Site are legitimate. Where applicable, our third party verification services collect and use biometric	To prevent fraud and spam, and to protect Job Seekers. To enhance our service. To improve the accuracy of market analysis and	We rely on our legitimate interest in detecting and preventing fraudulent activities on our Sites. We rely on our legitimate interest to enhance our service and to improve the accuracy of market analysis and sales strategy. Where we	For data provided for verification purposes, we delete such information after your account has been verified. For special category data collected by our vendor on our behalf, they will retain this information for the lifetime of the account.

employer screening information and employer attendance at events/seminars. Verification information – we work with third party verification services to verify your information, which includes collection of device information, personal identification information, special category data or biometric data, and “coarse” location information.	data for verification on our behalf and in accordance with our Terms. This information will be used for internal purposes only, subject to any request by law enforcement or a court order.	sales strategy.	are required to comply with a legal obligation.	For information used for billing, we retain in line with legal requirements. For attendance at events/seminars for Account Lifetime.
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What we collect Rich media content – videos, pictures and other content about your business	How we use it We import and/or store such content and display it on our Sites.	Why we process it To enable Employers to enhance their Job Listings and Company Pages by adding rich media content.	Legal basis Consent – an Employer does not have to provide this data. We have a legitimate interest to improve our service and help Employers attract the best quality candidates.	Retention period Account lifetime, or until you remove such this content.
What we collect Video recordings – pre-recorded (e.g. interviews using AI) and live interviews on Indeed Hiring Platform.	How we use it We process data on behalf of Employers to assist in the candidate screening process. This may	Why we process it To allow users to schedule, conduct, and participate in interviews.	Legal basis We process these videos on behalf of an Employer and delete at the Employer's request as part of performance of a contract.	Retention period We hold these videos until instructed to delete by the Employer, in line with our role as a data processor, or as required

	include using data to schedule, conduct, record, transcribe, and score interviews.			by applicable laws
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Personal Data we collect from non-account holders of our Sites:

What we collect Profile information – we purchase resumes and other profile information from third parties where permitted by applicable law and in line with this	How we use it Under limited circumstances, we store and analyze such data to identify prospects and send marketing materials where permissible by law.	Why we process it To reach audiences unfamiliar with Indeed.	Legal basis We rely on our legitimate interest in providing a valuable and relevant service to users of our Sites.	Retention period We hold this information until instructed to delete them by the data subject, or until they are no longer necessary to fulfill
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Privacy Policy				the purpose it is being used for.
What we collect Business lead information – we purchase business lead information (including contact details) from third party databases.	How we use it To contact business leads about our services.	Why we process it To reach businesses who may be interested in using Indeed's services.	Legal basis We rely on our legitimate interest of running our business and providing a valuable and relevant service to potential users.	Retention period We hold this information until they are no longer necessary to fulfill the purpose it is being used for
What we collect Disposition data – we receive disposition data	How we use it We collect this data in conjunction with your disposition data.	Why we process it In order to assess our job recommendation accuracy	Legal basis We rely on our legitimate interest in operating, managing, and improving our Sites.	Retention period We hold this information until they are

such as email address and job application status from employers who use Indeed but receive applications from other sources.		and refine our recommendation mechanisms.		no longer necessary to fulfill the purpose it is being used for.
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Any Personal Data that Indeed obtains from other third-party sources will be processed by Indeed in accordance with this Privacy Policy and all applicable laws.

Additional Purposes and Disclosures of Information

- **Profile data**

By creating a profile set to “Employers can find you” through the Site including when you upload a file resume on the Site, you are requesting and authorizing Indeed to make available your profile data to third parties, in accordance with our [Terms](#). When you create a profile on Indeed, it is set so that employers can find you by default. This means that profile data (employers can find you) including your resume data, except as otherwise indicated on the Site, may be available to third parties, such as employers.

Please note employers and employer representatives who access your profile data while it is set to “Employers can find you”, or to whom you apply with your profile set to Employers can’t find you”, may choose to share your profile with additional parties. Indeed is not responsible for such sharing. Similarly, when you share your profile set to “Employers can find you” directly with a personalized link, we cannot control who sees your profile when you share that link.

You may change your profile privacy settings at any time. If you do not want Indeed to make your profile data (“Employers can find you”) available to third parties without your direction or if you do not want employers to contact you, you can set your profile to “Employers can’t find



you”. If you would like to learn more about your profile, including the differences between profiles where employers can find you and profiles where employers can’t find you, and how to change your profile privacy settings, please see our [FAQ](#).

Please note that as we continue to improve the Site, you may see phrases like ‘Employers can find you’ and ‘Employers can’t find you’. These phrases are to enhance user understanding and are now used in place of the terms ‘Searchable’ and ‘Not Searchable’ respectively.

- **Employer Accounts**

We offer users the ability to link Employer accounts together. Linked users can be assigned specific roles, which provide varying levels of access to the candidate Personal Data contained in the parent account. If you are an Employer and you invite other Indeed users to link their accounts to yours, you agree that such linked users may have access to any and all information in your account. Types of candidate Personal Data include resume contacts, application materials and statuses, communications with applicants, any action taken by you or another user linked to the account, when you took that action, and billing information within the account. When an Employer account is delinked, either by your own action or an administrator’s action, you will lose access to all candidate Personal Data in the linked account.

- **Resume Review Services**

In certain markets, we may also offer additional resume review services to help Job Seekers build and improve their resumes. For example, this can include helping you understand how your resume may be parsed by applicant tracking system software, feedback on ways to build a more effective resume, or a personalized resume review video. In providing these services, Indeed may give you feedback, including questions and comments on the contents of your resume, about Your Resume or other materials you submit through the services. We provide this feedback directly to you, and may give you the ability to access it within your account. It is not made available to Employers.

- **Automated Processing of Your Personal Data**

We perform automated processing of Personal Data to evaluate specific aspects relating to a user and to analyze and predict a user’s preferences and interests. Where we perform this processing, we do so either on the basis of user consent, legitimate interests, or performance of a contract, whereby such processing is necessary for us to provide our services to Job Seekers and Employers. For example, such processing allows us to match Job Seekers with Employers effectively, to provide Job Seekers with Job Alerts, recommended jobs, and invitations to take action on jobs that the Job Seeker is likely to be more interested in, to send particular Job Seeker applications to an Employer, to display search results, to send application status notifications on behalf of Employers, or to perform certain spam and fraud detection activities to protect our users. Such processing is subject to the safeguards detailed in this Privacy Policy to protect the privacy of our users. You may contact [privacy-dept@](#)



indeed.com (remove spaces) to exercise your rights or contest any decision generated by said automated processing.

- **How we use Artificial Intelligence or “AI”**

Indeed’s mission is to help people get jobs. In support of these goals, we use personal data to develop, train, build and use statistical models, including artificial intelligence (“AI”), which allows Job Seekers and Employers to quickly and easily find one another and determine if they are a good match..

We use your personal data, including profile information and activity data to provide candidate highlights (a summary of your information), personalized outreach messages, highlighted relevant skills or job experience, job descriptions and to offer job-based matched candidates. These features help connect Job Seekers and Employers over potential employment opportunities. We may leverage our partnerships with vendors acting on our behalf for this processing.

In some jurisdictions, Indeed may enable chatbots and other interactive experiences that allow you to take certain actions on the Site, such as applying to a job, sourcing and screening candidates, scheduling and participating in an interview, optimizing job listings or otherwise interacting with the Site, Employers, or Job Listings on our Site. The information you share in a chat with a chatbot is used to provide more personalized responses or relevant information.

We will indicate when a chatbot is using artificial intelligence. This is new and continuously evolving technology that may sometimes give inaccurate or inappropriate information that does not represent Indeed or the Employer’s views. You should always review the output of AI-generated content. You can find more details on [Indeed’s AI Principles](#) and Responsible AI at Indeed within Indeed’s ESG hub. We’ll continue to build on these efforts and continuously integrate additional privacy safeguards as we improve our use of AI.

Employers may use Indeed Recruiting Services to generate an AI-powered summary evaluation and a generalized match rating of applications received. Indeed Recruiting Services processes personal data including application data to generate these summaries for the purpose of assisting Employers with their recruiting and hiring.

Employers may use Indeed Recruiting Services to screen applicants based on criteria determined by the Employer. Indeed Recruiting Services uses AI for those screening purposes on behalf of the Employer. The personal data processed for these purposes is limited to what is necessary for generating application insights and supporting screening decisions.

Indeed Recruiting Services does not make employment decisions on behalf of the Employer.

- **How we use Artificial Intelligence or “AI” in Customer Calls**

We use AI-powered tools to support our customer service and communications. These tools may assist with call transcription, call summaries and follow-up documentation, and real-time



call analysis. The AI-powered tools may have access to personal data you choose to share during the conversation and may include third-party models.

- **Site activity recording: what we do with the data**

We collect, record, process, analyze, and store any and all activities you take on the Site and on the [affiliated sites](#), and any and all interactions and communications you have with, on, or through the Site and [affiliated sites](#). We may also use third parties to collect and process this data on Indeed's behalf, in connection with our operations to improve the Sites, protect our users, and optimize our services as described further in this policy. This activity data includes: which areas of the Site you visit (including URLs), which content you view, which information you input, whether and where you click, scroll, hover-over, mouseover, or otherwise interact with or communicate with or through the Site and [affiliated sites](#), the timing of each activity, and time spent on each activity. We collect this data from everyone using the Site and [affiliated sites](#), including users of private browsing mode, "incognito mode," or similar modes. We use vendors as an extension of the Site and [affiliated sites](#) to collect, record, process, analyze, and store this data.

We process your activity on the Site and [affiliated sites](#) to help us better understand how you use them. This helps us improve and inform the products and services we offer. All of which allows us to help you find jobs.

Because it's critical to how our sites operate, if you do not want your actions to be collected, recorded, processed, analyzed, or shared in this way, you may need to cease using our sites.

- **Research/UX Data**

We collect personal data for research purposes to improve our products and services, understand user behavior and enhance user experience. Types of data collected varies with the specific study being performed but may include:

- First name
- Last name
- Gender
- Age
- Email address
- Telephone number
- Home address

- IP address
- Account ID's

Our legal basis for this data being collected:

Performance of a Contract

When Indeed performs these research studies, they are performed under NDA and the data collected is subject to the agreement with Indeed.

Where research studies are performed by a third party on behalf of Indeed, the data is subject to the agreement with those third parties. In most cases, only aggregated results are shared and any personal data collected is not shared with Indeed.

Personal data collected for research purposes will be retained only for as long as necessary to fulfill the objectives of the given study and comply with our legal obligations. Once the objective of the research is complete, personal data will be anonymized or securely deleted.

- **Gmail Integration for My Jobs Status Updates**

We offer users the ability to link their Gmail accounts to automatically update your job application statuses on their Indeed My Jobs page. This feature allows you to see updates such as whether your application has progressed to the interview stage or if you were accepted or declined for the position.

By opting into this feature, you agree that Indeed will have access to your emails to scan for relevant job application information. This includes details like job title, employer, and application status, whether the applications were submitted through Indeed or other platforms. The extracted data will be processed and stored to help improve the accuracy of job status updates and enhance the overall user experience on Indeed.

You can remove Indeed's access to your email at any time. To do so, visit your Google account settings or use the link at the bottom of your My Jobs page on Indeed.

Who we share your data with

Learn about how and why Indeed shares information with our Affiliates and other third parties.

Transfers of Information to Our Affiliates

Indeed shares information with its Affiliates for the reasons outlined below. The services provided to you and the functionality of the Sites could not be provided without such transfers. If you do not wish your information to be transferred in this way you should not use the Sites.

Purpose of sharing	Explanation of sharing
To improve our services	Provides Job Seekers with personalized and improved content, performance, features and service. Provides Employers insight into job performance.
More employers, job listings and job seekers	Job Seekers can access more job listings, and Employers can access more Job Seekers.
Better security for users	Improves user security and internal operations, troubleshooting, and detection of fraud and spam.

Glassdoor–Indeed Profile Integration

When you choose to log in to Glassdoor using your Indeed credentials (“OAOP Login”), your accounts are linked, and certain profile attributes (such as professional history, job preferences, and contact information) are synchronized. This data is processed to ensure your profile is consistent and accurate across both sites, enabling smarter job matching and faster application processes. While Indeed and Glassdoor remain separate online platforms, this linking means that profile changes made on one site may update the profile on the other using the most recent information provided. Your decision to delete your Indeed account will terminate access to linked Glassdoor services, as the accounts cannot be unlinked once merged. For more information, see our [Joint Controller Addendum](#).

Transfers of Information to Employers

Indeed sends Job Seeker Personal Data to Employers, including, on the instruction of Job Seekers and Employers. Such transfers are performed in the course of the job search, application, and interview process. Job Seeker Personal Data transferred to Employers in this way is processed in accordance with Indeed’s Terms and those of the relevant Employer. This transfer may include sending your application and/or additional candidate information, such as your contact details, to other platforms that process Job Seeker Personal Data for the Employer, such as the Employer’s preferred Applicant Tracking System (ATS) or scheduling platform.

Employers agree to comply with all their responsibilities under applicable data protection rules with respect to the collection, processing, and storage of Personal Data, as well as providing adequate protection of all data subject rights provided for under all applicable data protection rules.



Indeed **employer** accounts associated with an employer's domain may be shared with other members of your organization to facilitate the allocation of new joining members to the corresponding employer account. If you use Indeed with a company email address but you do not use the Services in connection with your organization (**for example searching and applying for jobs yourself**), and you do not wish for this information to be shared with your organization, you **should** transfer your account to a personal email address. You might be able to update the email address on your account from the account settings page, depending on your sign-in method. Please note that if your employer uses SSO functionality on Indeed, you may be unable to update the email address associated with your Indeed account. For more information, please contact your employer's IT/HR administrator.

In certain jurisdictions, we host jobs made available by other job boards. When a job seeker applies to job posts posted by job boards that have integrated Indeed Apply, if such job seeker agrees to the terms of service and the privacy policy of the job boards before submitting the application, the job seeker's personal data may be transferred not just to employers but also to the job boards.

Transfers of Information to Job Seekers

Indeed sends certain Employer-related information to Job Seekers. This includes publishing Job Ads, Company Pages, and salary information on the Sites and publishing Job Listings on third-party websites. Indeed may also make available certain Employer-related information to Job Seekers, such as information about an Employer's activity and responsiveness on the Sites. This can include the Employer representative's name, the Employer's city/state location, whether the Employer has taken or has chosen not to take an action with regard to the Job Seeker's resume or application such as opening, viewing, responding to or making a decision in regard to it, whether the Employer has engaged with other Job Seekers or viewed other Job Seekers' resumes, and whether the Employer has taken an action in regard to a Job Listing such as pausing or closing it. We do this in order to help Job Seekers evaluate employment opportunities. As an Employer, when you use the Sites (for example by posting a Job Listing or contacting a Job Seeker through Smart Sourcing) you agree that Indeed may provide this information to Job Seekers.

Transfers of Information to Service Providers and other third parties

We use third parties to perform services in connection with our operations, to improve the Sites and our services, products, and features, to protect our users and better understand their needs, and to optimize our services and our users' experiences. By using our Sites, you acknowledge Indeed's use of such third-parties, including, but not limited to, for the purpose of collecting, processing, analyzing, and recording your activity on, interaction with, and communications with, or through our Sites. This includes: which areas of the Site you visit (including URLs), which content you view, which information you input, whether and where you click, scroll, hover-over, mouseover, or otherwise interact with or communicate with or through



the Site, the timing of each activity, and time spent on each activity. Our third parties collect this data from everyone using the Site, including users of private browsing mode, “incognito mode,” or similar modes.

We process your activity on the Site directly or through third parties to help us better understand how you use them. This helps us improve and inform the products and services we offer. All of which allows us to help you find jobs.

All transfers of information to service providers are covered by appropriate data agreements and, in the case of cross-border data transfers, legal mechanisms for doing so. We transfer data to service providers for the following reasons:

Purpose of sharing	Explanation of sharing	Legal basis
Providing personalized experience	To provide relevant features, services, and preferences through your engagement on our Sites	Legitimate interest to provide services
Improving our services, products, and features	To continuously maintain a high standard of services, products, and features	Legitimate interest to improve our services
Protecting users	To prevent or investigate possible fraud or other security and safety violations	Legitimate interest in preventing fraud and security violations
Facilitating and pursuing payments	To check credit, effect and pursue payments, and service your account	Performance of a contract Legitimate interest to pursue payments owed

Purpose of sharing	Explanation of sharing	Legal basis
Installing or using an Indeed app and interactions with job postings	Limited personal data such as IP address and event data is shared with the platform from which you download the app to: Facilitate log-in through third-party accounts; provide you with services and attribution of ads;	Legitimate interest to provide services and attribution of ads
Storage	Cloud service providers that host and store our data	Performance of a contract
Verifying professional licenses or certifications	As part of an application process	Consent – we only verify certifications as part of an application process with your consent

You may contact [privacy-dept @ indeed.com](mailto:privacy-dept@indeed.com) (remove spaces) to avail of an up-to-date list of third-party service providers.

Indeed will not sell or rent data collected from the Indeed Interview Updates or Recruiter Invitations short code programs to third parties for marketing purposes.

Transfer of information to partners

Indeed partners with various organizations to help Job Seekers find opportunities, such as in markets where Job Seekers may not typically access Indeed. These partnerships introduce Job Seekers to Indeed's services and provide valuable insights into the needs of diverse audiences, allowing Indeed to improve its offerings.

In some cases, Indeed may share limited information with partners, such as confirmation of account creation or successful use of Indeed's services (e.g., applying to a certain number of jobs or using career guides). Additionally, Job Seekers can choose to consent to share specific data with a partner to streamline their job search experience on that partner's platform.



Partners may also advertise their career services in partnership with Indeed. For the avoidance of doubt, where partners are co-branded on the site, each entity is a separate controller of your Personal Data.

Transfers of Publicly Available Information

When users post content on the Sites in a manner that is intended to make that content searchable by individuals, Indeed reserves the right to aggregate and share that information with third parties. For example, if an Employer posts a job on the Sites, Indeed may share that Job Listing or information contained within that Job Listing with third parties, at Indeed's discretion and subject to agreement with such third parties. Indeed also reserves the right to share information aggregated from public sources in this capacity.

Transfers of information from service providers

Indeed may collect and use information about users obtained from third-party platforms such as social networking sites for the following purposes:

- To classify and quantitatively understand the number of responses and spread of marketing campaign measures such as TV commercials;
- To monitor the reputation of Indeed's services to understand what is appreciated and what is not, and use this information in communication plans;
- For early detection of improvements to the service, monitoring of user feedback, and planning of countermeasures;
- To provide support for users who do not know how to use Indeed's services;
- To find product defects (e.g., "When I try to open the application, it displays a 501 error and I can't use it" or "I can't apply for a job") and escalate the issue to the development team

Links to Third-Party Sites

The Sites may make available links to other third-party websites. When you click on such links, you may leave our Sites. Your web browser may also disclose to the third-party website the URL of the Sites page you clicked from, and this URL may include search terms and filters you used on the Sites. The Sites may also make available Company Pages, which may contain information provided by third-party Employers.

Indeed is not responsible for the privacy practices of third parties. Please consult their individual privacy policies to learn more.

Your personal data rights

Learn about your rights to access, update, delete, object, and restrict the processing of your personal data.

These rights are offered to all Indeed users globally when Indeed is the controller and are subject to applicable laws. If permitted by the law, a third-party is able to make a request on your behalf. For region specific information, please refer to the "[Region Specific Information](#)" section.

We verify all requests through email before actioning them and reserve the right to deny a request where we are unable to verify your identity satisfactorily. This also applies to requests submitted on your behalf by someone else.

If you have any queries or complaints about how we process your Personal Data, we encourage you to [contact us](#).

The Right of Access to and Portability of Your Personal Data

You may make a formal request to access (also referred to as the "right to know") your Personal Data by filling out this [Personal Data Request Form](#) or by sending an email to [privacy-dept @ indeed.com](mailto:privacy-dept@indeed.com) (remove spaces when sending email) from the email address associated with your account. You are able to access much of your Personal Data by viewing it directly in your account.

You have the right to request that we provide the Personal Data we collect, use, and disclose about you. We will provide your Personal Data to you in a portable format. This enables you to take your data from us in an electronically usable format and to transfer your data to another party in an electronically usable format. If you have interacted with a Site using more than one email address, please submit a separate request for each email address so that we may provide this personal data as well.

The Right to Rectify/Correct Inaccuracies in Your Personal Data

You have the right to rectify, update or correct inaccuracies in your Personal Data. You can modify much of your Personal Data by editing your account profile information directly.

You may also make a formal request to have Indeed rectify any inaccurate, incomplete, or outdated Personal Data on your behalf by sending an email to [privacy-dept @ indeed.com](mailto:privacy-dept@indeed.com) (remove spaces when sending email) from the email address associated with your account.

The Right to Delete Your Personal Data



You have the right to request that we delete your Personal Data, also known as the “right to erasure”. You are able to delete much of your Personal Data by removing it from your account directly. If you wish to exercise your right to erasure and close your account, please submit a [Personal Data Request Form](#). You may also request that we delete your Personal Data by sending an email to [privacy-dept @ indeed.com](mailto:privacy-dept@indeed.com) (remove spaces when sending email) from the email address associated with your account. Indeed requires a separate submission for each email address to verify the identity of the person making the request and ensure user security. Please submit a separate request for each email address as this is a critical step in our process so that we can safely verify the identity of the person making the request.

By making a Personal Data deletion request, we will close and delete your account and remove access to your profile on Indeed.

Deletion of your Personal Data may have additional effects on your account, as explained in our [Privacy FAQ](#). For example, if you have used Indeed Apply or Easy Apply to apply to a job listed on our Site or an affiliate site, you may not receive certain communications associated with your application from us or from other users of our Site or affiliated sites. Deletion of your Personal Data does not affect messages we process on behalf of others in connection with their use of our site, and they may continue to have access to all messages sent to or received from you.

By making a Personal Data deletion request, you acknowledge that you will be removed from consideration for all active sweepstakes, contests, prize draws, and other promotions.

Where Indeed uses a third-party vendor to process Personal Data controlled by Indeed, we will pass on your request to these vendors and make reasonable requests to inform other controllers of your Personal Data of your request.

Please note that a deletion request only affects your Personal Data. If you submit a deletion request against your Employer account, we will only delete your Personal Data, and any non-Personal Data such as information about your company will not be deleted.

The Right to Object to, Opt Out of or Restrict the Processing of Your Personal Data

You have the right to object to, opt out of and to request the restriction of certain types of processing of your Personal Data.

Where we rely on legitimate interests as a legal basis to process your Personal Data, you can object to this processing and request that we no longer process your Personal Data in this way, unless we have compelling legitimate grounds which override your rights.

You also have the right to object or opt out of your personal data being sent to a third party [excluding vendors who act as our service provider] / controller by emailing [privacy-dept @ indeed.com](mailto:privacy-dept@indeed.com) (remove spaces when sending email) from the email address associated with

your account.

The Right to Object to/challenge Automated Decision Making and Profiling

Where applicable and required by law, you also have the right to object or 'challenge' (meaning a person will review the decision) any automated decision-making including profiling, which produces a legal effect or similarly significant effects.¹

If you wish to make a formal request to object to, challenge or restrict the processing of your Personal Data, please email privacy-dept @ indeed.com (remove spaces when sending email) from the email address associated with your account.

¹ As of the latest publishing of this Policy, there are no services on Indeed where Indeed as a data controller conducts automated processing that has a legal or similarly significant effect.

Opt out of Indeed Communications

If you wish to opt out of a particular marketing email, you may do so by clicking "unsubscribe" (or an equivalent action) within the email. Please note that this will only opt you out of that particular type of marketing message. To update your marketing preferences, go to your account dashboard, go to 'settings', then go to the 'communication tab'.

In addition, you may opt out of all marketing messages by sending an email to privacy-dept @ indeed.com (remove spaces when sending email). We will comply with your request as soon as reasonably practicable, and in accordance with applicable laws.

Finally, please note that we may still send other non-marketing messages to you, such as administrative messages.

If you wish to adjust all of your Job Alerts, you can click on "Edit this job alert" (or an equivalent action) to adjust your subscriptions. You can also access and adjust your marketing subscriptions (for Job Alerts, recommended jobs, and other notifications) from your account dashboard (where applicable), or [contact us](#) to do so.

Opt out of Conversion Tracking

As explained in our [Privacy FAQ](#), we perform conversion tracking to improve our understanding of your application journey by checking whether you applied for a job off Indeed that you located on Indeed. If you would like to opt out of this tracking, please visit our [web beacon opt out](#) page.

Withdrawing Consent



Where we rely on your consent as a lawful basis to process your Personal Data, you have the right to withdraw your consent at any time. Instructions on how to withdraw consent will be explained to you at the time that you are asked to provide your consent, for example when you provide any demographic data

If you have consented to provide location information via a mobile app, you may turn off your location services on your device at any time. You can see how to modify your mobile device location settings preferences [here](#). You may also contact [privacy-dept @ indeed.com](mailto:privacy-dept@indeed.com) (remove spaces) to inform us that you are withdrawing your consent. Please note that any processing that we have carried out before the withdrawal of your consent remains lawful.

Limitations

These rights may be subject to certain limitations, as provided for by applicable laws in relevant markets. Requests will be completed within the time allotted by relevant regulations, which starts to run from the point of us confirming your request. Where permitted, please note there may be a charge for subsequent requests from the same individual, which will be determined by Indeed and only imposed to the extent permitted by applicable law.

Please also note that deleting your Personal Data held by Indeed does not affect messages we process on behalf of others in connection with their use of Indeed Messaging and the Relay Service and they may continue to have access to all messages sent to or received from you.

If you are located in Japan or applying to jobs posted by employers in Japan and you would like to exercise the personal data rights such as access and deletion for the personal data that Indeed obtained with respect to your use of, or job application through, other job boards (e.g., Townwork, Rikunabi Next), please submit a request to such job boards. Please also note if you submit a deletion request to any other job board, personal data that each of Indeed and such other job boards holds regarding your job application through the job board (including but not limited to the application data) will be deleted.

Region-specific information

Learn about how measures to protect your privacy are applied in multiple locations around the world.

Indeed is a global organization with users in multiple locations around the world. This section provides additional information or rights you may be entitled to under your local laws.

Your U.S. Privacy Rights

Some U.S. states have privacy laws providing privacy rights to their residents. These laws include the Texas Data Privacy Security Act (TDPSA), California Consumer Privacy Act (CCPA), Colorado Privacy Act, Connecticut Data Privacy Act, Delaware Personal Data Privacy Act, Indiana Data Consumer Protection Act, Iowa Consumer Data Protection Act, Kentucky Consumer Data Protection Act, Maryland Online Data Privacy Act, Minnesota Consumer Data



Privacy Act, Montana Consumer Data Privacy Act, Nebraska Data Privacy Act, New Hampshire Privacy Act, New Jersey Data Protection Act, Oregon Consumer Privacy Act, Rhode Island Data Transparency and Privacy Protection Act, Tennessee Information Protection Act, Utah Consumer Privacy Act, and Virginia Consumer Data Protection Act. However, these rights are available to all Indeed users located in the U.S.

We verify all requests through email before actioning them and reserve the right to deny a request where we are unable to verify your identity satisfactorily. This also applies to requests submitted on your behalf by someone else.

The Right to Access and Portability

You have a right to know what personal data Indeed has about you and how it is processed. This includes how data is “sold” or shared for targeted advertising purposes . To submit a request to access your personal data, please fill out the [Data Request Form](#) or call our designated toll-free telephone number at 800-616-6535.

You have a right to obtain a copy of your personal data in a portable format. To submit a request to obtain a copy, please fill out the [Data Request Form](#) or call our designated toll-free telephone number at 800-616-6535.

The Right to Correct Inaccuracies

You have the right to correct any inaccuracies in your personal data. You can modify much of your Personal Data by editing your account profile information directly. You may also make a formal request by sending an email to [privacy-dept @ http://indeed.com](mailto:privacy-dept@indeed.com) (remove spaces when sending email.) from the email address associated with your account, or calling our designated toll-free telephone number at 800-616-6535.

The Right to Delete

You have the right to delete your personal data. To submit a request to delete your data and close your account, please fill out the [Data Request Form](#) or call our designated toll-free telephone number at 800-616-6535. You are also able to delete much of your Personal Data by removing it from your account directly. By making a Personal Data deletion request, we will close and delete your account and remove access to your profile on Indeed.

The Right to Opt Out of the Processing for Purposes of Sale and Targeted Advertising/“Share”

You have the right to opt out of the processing of your personal data for purposes of the sale of your personal data. Your personal data is “sold” when provided to a third party for monetary or other valuable consideration. Valuable consideration is a broad term and may cover Indeed sharing data with our Indeed affiliates. To learn more, please visit our [US Rights Page](#). To opt out, please visit [here](#) or call our designated toll-free telephone number at 800-616-6535.

You have the right to opt out of the processing of your personal data for purposes of targeted advertising (also known as share under CCPA). Indeed uses targeted advertising to more effectively optimize our advertising and to show our users job ads that are more relevant to



them. This sharing may also be used by that third party to optimize other advertising to you. To learn more, please visit our [US Rights Page](#). To opt out, please visit [here](#) or call our designated toll-free telephone number at 800-616-6535.

You may also exercise these opt out rights by broadcasting the Global Privacy Control (GPC) on the browsers and/or browser extensions that support such a signal. If you have the GPC signal turned on, you should see a pop up banner at the bottom of the browser page directing you to our Privacy Rights page to manually adjust your settings associated with your account. This is required to connect the browser identifier with your Indeed account. If you do not have an Indeed account or if you are not logged into your Indeed account at the time you click on the banner, your request to opt out of sale/sharing will be linked to the email address you manually enter into the form at the time of the request.

In accordance with our Terms, the Site is only for use by people aged 16 or over. Indeed has no actual knowledge that it sells or shares the personal data of consumers under 16 years old. For more information on the categories of personal data we collect and use for these purposes, please see [here](#).

The Right to Opt Out of Profiling in Furtherance of a Legal or Similarly Significant Effect

You have the right to opt out of the processing of personal data for purposes of profiling in furtherance of a decision that produces a legal or similarly significant effect. To opt out, please send an email to [privacy-dept @ indeed.com](mailto:privacy-dept@indeed.com) (remove spaces when sending email) from the email address associated with your account or call our designated toll-free telephone number at 800-616-6535.

The right to Limit the Use of Your Sensitive Personal Data

Some states require Indeed to obtain consent prior to the collection of sensitive personal data. All sensitive data collected by Indeed is with your consent, or as permitted or required under applicable laws. This includes Indeed's collection of some demographic data as part of our commitment to inclusivity and fairness in the hiring process. For more information on specific demographic data we collect, please visit the [US Rights Page](#). You can update or remove your demographic data at any time by clicking [here](#) or selecting My Demographics from the global navigation drop-down. You can also call our designated toll-free telephone number at 800-616-6535.

Some states provide users the right to limit the use and disclosure of sensitive personal data beyond what is necessary to perform the services as reasonably expected by users and those other activities allowed under its regulations. This includes Indeed's collection and use or precise geolocation, such as telephone GPS from the Indeed app, that is not necessary to use Indeed's products. For instructions on how to limit the sharing on your computer or other device, please visit the [US Rights Page](#).

The Right to Non-discrimination

You have a right to not be discriminated against for exercising any of your rights.

The Right to an Authorized Agent



You have the right to designate another person to make a request on your behalf. We verify all requests through email before actioning them and reserve the right to deny a request where we are unable to verify your identity satisfactorily. This also applies to requests submitted on your behalf by someone else.

For further clarity and informational purposes alone, this chart reflects which states require which of the rights above.

Privacy Rights by U.S. State	CA ¹	CO ²	CT ³	DE ⁴	IN ⁵	IA ⁶	KY ⁷	MD ⁸	MN ⁹	MT ¹⁰	OR ¹¹	RI ¹²	TN ¹³	TX ¹⁴	NE ¹⁵	NH ¹⁶	NJ ¹⁷	UT ¹⁸	VA ¹⁹	Indeed Users
Access and Portability	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Correct Inaccuracies	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Delete	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Opt out of Processing for the purpose of sale and targeted advertising	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Opt out of profiling	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓
Limit the use of your sensitive personal data	✓																			✓
Non-discrimination	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Designate an authorized agent	✓	✓	✓	✓				✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓

*Sale

Only

1. [California Consumer Privacy Act](#)
2. [Colorado Privacy Act](#)
3. [Connecticut Data Privacy Act](#)
4. [Delaware Personal Data Privacy Act](#)
5. [Indiana Data Consumer Protection Act](#)
6. [Iowa Consumer Data Protection Act](#)
7. [Kentucky Consumer Data Protection Act](#)
8. [Maryland Online Data Privacy Act](#)
9. [Minnesota Consumer Data Privacy Act](#)
10. [Montana Consumer Data Privacy Act](#)
11. [Oregon Consumer Privacy Act](#)
12. [Rhode Island Data Transparency and Privacy Protection Act](#)
13. [Tennessee Information Protection Act](#)

14. [Texas Data Privacy And Security Act](#)
15. [Nebraska Data Privacy Act](#)
16. [New Hampshire Privacy Act](#)
17. [New Jersey Data Protection Act](#)
18. [Utah Consumer Privacy Act](#)
19. [Virginia Consumer Data Protection Act](#)

If you have been denied a request to exercise your rights as described in this section, you may appeal Indeed's decision by contacting [privacy-dept @ indeed.com](mailto:privacy-dept@indeed.com) (remove spaces when sending email). If your appeal is declined, you may submit a complaint with your state's Attorney General.

Categories of Personal Data Shared with Third Parties

Indeed shares your personal data with third parties for a variety of reasons, including helping people find more relevant jobs, help employers find relevant candidates and optimizing advertising. These third parties include employers, affiliates and/or advertisers. For more information on Indeed's third party sharing, please visit our [US Rights Page](#).

Please see the table below for the categories of personal data shared for purposes of sale or targeted advertising ("share" as defined in CCPA), who we share those categories with and why.

Categories of Personal Data	Categories of Third Parties	Business Purpose
Identifiers, such as name, unique personal identifier, online identifier, IP address, and email address	Employers Affiliates Advertisers	Help job seekers find more relevant job listings Help employers find relevant candidates and improve our services Optimize advertising

Commercial information, including Indeed products or services used	Affiliates Advertisers	Help job seekers find relevant job listings Help employers find relevant candidates and improve our services Optimize advertising
Internet activity, such as site usage data	Employers Affiliates Advertisers	Measure job listing performance for employers Help job seekers find more relevant job listings Help employers find relevant candidates and improve our services Optimize advertising
Geolocation data, including zip code and city, but not precise geolocation data	Affiliates Advertisers	Help job seekers find more relevant job listings Help employers find relevant candidates and improve our services Optimize advertising
Employment-related information	Employers Affiliates	Help job seekers find more relevant job



		listings Help employers find relevant candidates and improve our services
Education information	Employers Affiliates	Help job seekers find more relevant job listings Help employers find relevant candidates and improve our services

Indeed has no actual knowledge that it sells or shares the personal data of consumers under 16 years old. For more information on how personal data is used at Indeed, please refer to the [“Data Collection and Use”](#) section.

CCPA Requests Report 2024

Request Type	Requests Received	Requests Complied with in Whole*	Mean Time to Respond***
Request to Know	16,849	10,002	1.89 days
Request to Delete	45,444	34,566	1.64 days
Opt out of Sale/Share	175,481	89,052	N/A
Limit Sensitive Data****	N/A	N/A	N/A

*All requests not completed in full were due to an inability to confirm a user’s identity.



**The response time is the time between a user confirming a request and the completion of that request.

***"Requests Received" counts all users who accessed sale/share settings (opt-in and opt-out). "Requests Complied with in Whole" only counts successful opt-outs; all other requests (such as opt-ins) were not completed because the user did not finish the process.

****As noted above, we do not use or disclose your sensitive data without your consent or as permitted or required under applicable laws. These metrics do not account for users' ability to limit the sensitive data themselves.

EU-U.S. DPF, Swiss-U.S. DPF and the UK Extension to the EU-U.S. Data Privacy Framework

Indeed Inc. complies with the EU-U.S. Data Privacy Framework program (EU-U.S. DPF), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework program (Swiss-U.S. DPF) as set forth by the U.S. Department of Commerce. Indeed Inc. has certified to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework Principles (EU-U.S. DPF Principles) with regard to the processing of personal data received from the European Union in reliance on the EU-U.S. DPF and from the United Kingdom (and Gibraltar) in reliance on the UK Extension to the EU-U.S. DPF. Indeed Inc. has certified to the U.S. Department of Commerce that it adheres to the Swiss-U.S. Data Privacy Framework program Principles (Swiss-U.S. DPF Principles) with regard to the processing of personal data received from Switzerland in reliance on the Swiss-U.S. DPF. If there is any conflict between the terms in this privacy policy and the EU-U.S. DPF Principles and/or the Swiss-U.S. DPF Principles, the Principles shall govern. To learn more about the Data Privacy Framework (DPF) program, and to view our certification, please visit <https://www.dataprivacyframework.gov/>.

The Data Privacy Framework Principles are:

- Notice
- Choice
- Accountability for onward transfer
- Security
- Data integrity, and purpose limitation
- Access
- Recourse, enforcement, and liability



Below is also a list of the Indeed U.S. entities or U.S. subsidiaries that adheres to the EU-U.S. DPF, Swiss-U.S DPF and the UK Extension to the EU-U.S. DPF Principles with regard to the processing of personal data received from the European Union in reliance on the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF and the Swiss-U.S. DPF: :

- Indeed Inc.,
- HR Tech Investments LLC,
- Indeed Recruiting Services, Inc.,
- RGF OHR USA, Inc.,
- SH, Inc.,
- Resume.com Inc.,
- Prehire, Inc.,
- JS Media Inc., and
- Indeed Financial Services, Inc.

Indeed Inc's business operations are aligned with the DPF Principles as further detailed below:

- Data collection and use – For the types of personal data collected and details of the purposes for which Indeed Inc. collects and uses personal data, please refer to the [“Data Collection and Use”](#) section.
- Contacting Indeed Inc.- On how to contact Indeed Inc. with any inquiries or complaints, please see our [“Contacting Indeed”](#) section.
- Who we share your data with – Regarding the type or identity of third parties to which Indeed Inc. discloses personal data and the purposes for which it does so, please see the [“Who we share your data with”](#) section.
- Your personal data rights – Regarding the right of individuals to access their personal data and the choices and means Indeed Inc. offers individuals for limiting the use and disclosure of their personal data, please see our [“Your personal data rights”](#) section.
- Complaints and Disputes:

- In compliance with the EU-U.S. DPF, Swiss-U.S. DPF, and the UK Extension to the EU-U.S. Data Privacy Framework Principles, Indeed Inc. commits to resolve complaints about your privacy and our collection or use of your personal data transferred to the United States pursuant to the DPF Principles. European Union, Swiss and United Kingdom individuals with DPF inquiries or complaints should first contact Indeed Inc.
- Indeed Inc. has further committed to refer unresolved privacy complaints under the DPF Principles to an independent dispute resolution mechanism, Data Privacy Framework Services, operated by BBB National Programs. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed, please visit <https://bbbprograms.org/programs/all-programs/dpf-consumers/ProcessForConsumers> for more information and to file a complaint. This service is provided free of charge to you. If your DPF complaint cannot be resolved through the above channels, under certain conditions, you may invoke binding arbitration for some residual claims not resolved by other redress mechanisms.
See <https://www.dataprivacyframework.gov/framework-article/ANNEX-I-introduction>
- In compliance with the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF and the Swiss-U.S. DPF, Indeed Inc. commits to cooperate and comply respectively with the advice of the panel established by the EU data protection authorities (DPAs) and the UK Information Commissioner's Office (ICO) and the Swiss Federal Data Protection and Information Commissioner (FDPIC) with regard to unresolved complaints concerning our handling of personal data received in reliance on the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF and the Swiss-U.S. DPF.
- For more information, please see the "[Complaints and Disputes](#)" section.
- Indeed Inc. is subject to the investigatory and enforcement powers of the FTC.
- Indeed Inc. shall, where required, disclose personal data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements. For more information, please see our [Transparency Report](#).
- Regarding Indeed Inc.'s liability in cases of onward transfers to third parties, a DPF participating organisation has responsibility for the processing of Personal Data it receives under the DPF and subsequently transfers to a third party acting as an agent



on its behalf. Indeed Inc. shall remain liable under the Principles if its agent processes such personal data in a manner inconsistent with the principles unless Indeed Inc. proves that it is not responsible for the event giving rise to the damage.

- DPF Verification
 - BBB National Programs has conducted an independent assessment of the privacy practices described in this privacy policy and has reviewed Indeed's compliance with the DPF Principles. To learn more about BBB National Programs' verification of our privacy practices, click on the DPF Verified seal that is presented on this webpage.



Security

Learn about how Indeed helps protect your personal data to make your experience as secure as possible.

Indeed uses reasonable security measures to help protect your personal data. Indeed intends to make your experience as secure as possible by protecting personal data covered by this policy against loss, misuse, alteration, or unauthorized access. We perform regular



vulnerability assessments of our systems and network to help protect your personal data. However, no method of transmission or method of electronic storage of information via the Internet can be 100% secure. Where the security of your information is beyond our control, we cannot guarantee the privacy of such information.

Please see our [Security Page](#) for more information about how Indeed protects your information.

Cookies and Tracking technologies

Learn about how these technologies are used for site management, measurement, targeting and marketing purposes.

When you visit the Sites, download or install an Indeed App, and in some of our advertisements on third party websites we use cookies, web beacons, and other similar technologies, for measurement services, better targeting advertisements, and for marketing purposes. Please scroll to (or click) our [Cookie Policy](#) for further detailed information regarding our use of cookies including how to reject unnecessary cookies on Indeed and how to control the use of cookies via your browser settings.

Logging from third-party websites

If you do not already have an Indeed account but log in to Indeed using a third party such as Microsoft, Google, or Apple, this creates an Indeed account using the same email address used in your Microsoft, Google, or Apple account. If you agree to provide this information to Indeed, Microsoft, Google, or Apple will authenticate you and redirect you to Indeed. Please note, when you log in to Indeed using your Microsoft, Google, or Apple account, Microsoft, Google, or Apple will use cookies in order to authenticate you as a Microsoft, Google, or Apple user.

By accessing Indeed through your Microsoft, Google, or Apple account, you understand that Microsoft, Google, or Apple will share certain Personal Data for the purposes of authentication to permit you to access our Sites in a secure manner. If you no longer wish to share data with Indeed from your Microsoft, Google, or Apple account, you will need to adjust your Microsoft, Google, or Apple account settings. Information passed from Microsoft, Google, or Apple to Indeed will be considered Indeed account information for purposes of your use of Indeed.

You have the ability to disable the connection between your Microsoft, Google, or Apple account and your Indeed account at any time by accessing your privacy settings on your Microsoft, Google or Apple account. Microsoft, Google, or Apple may also ask for your permission to share certain other details with Indeed, including but not limited to your name, profile picture, public profile information, and email address. Once you give this permission, the requested information will be shared with Indeed. This information will be used to provide services to you, including populating your Indeed Profile on Indeed. The shared information will remain associated with your Indeed Profile until you modify or delete it.

Do Not Track Requests

We do not respond to the browser “Do Not Track” (DNT) signal if enabled by the user in their web browser. When we set or read cookies on non-affiliated sites that have integrated our job search and display features, we do so, for example, to provide a personalized job search experience to users on those sites. We do not share any information about your use of our Sites with those third parties. When third parties that we have integrated into the Sites (as described in our [Cookie Policy](#)) set or read their own third-party cookies, they may or may not respond to the DNT signal.

Conversion Tracking

Indeed may provide an Employer with code for a Conversion Tracker to place on its website that pings the Job Seeker web beacon and tracks whenever a Job Seeker has applied to a job on that Employer’s website. The Conversion Tracker is simply a counter that notifies Indeed when a Job Seeker has applied or when a Job Seeker has started but not finished an application. It also has the ability to count applications across devices if a Job Seeker is logged in to the Employer’s website. If you would like to remove yourself from Indeed’s Job Seeker web beacon, you must use our [web beacon opt out](#).

Acquisitions and other reorganizations

Learn about how your data may be disclosed to one or more third parties in connection with any change in ownership.

Information collected pursuant to this Privacy Policy, including Personal Data, to the extent consistent with Federal law, may be disclosed to one or more third parties in connection with any change of ownership or control in Indeed’s business (whether by merger, acquisition, sale, or otherwise), or any other reorganization or joint venture, or assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceeding), and any such information may be used by such third party in accordance with this Privacy Policy until you are otherwise notified. Equally, information collected pursuant to this Privacy Policy, including Personal Data, may be disclosed to one or more third parties in connection with any acquisition or merger carried out by Indeed or such third parties.

Contacting Indeed

Learn about how to contact us

We welcome your data protection questions. For more information about how we handle your personal data, please contact us.



Contact Indeed Privacy by Email:

To reach us by e-mail, please contact: [privacy-dept @ indeed.com](mailto:privacy-dept@indeed.com) (remove spaces when sending email).

Contacting Indeed Privacy by Postal Mail:

To reach us by mail at our main establishment postal address:

Privacy Department

Indeed Ireland Operations Limited

Dublin – Block B, Capital Dock

80 Sir John Rogerson's Quay

Grand Canal Dock

Dublin 2, D02 HE36

Ireland

If you are located in the United States, please mail us at:

Privacy Department

Indeed, Inc.

Austin Indeed Tower (HQ)

200 West 6th Street, Floor 36

Austin, TX, 78701

United States of America

Contacting Indeed Privacy by Telephone:

California residents may call our designated toll-free telephone number at: +1 (800) 616-6535

All other Inquiries:

For questions about our [affiliate brands](#) or for all other inquiries, please refer to '[Contacting Indeed](#)' in our Privacy Center.

Complaints and Disputes



Learn about how to contact our DPO or use other options to resolve complaints and disputes

Indeed takes your data protection questions and concerns seriously, and we are committed to resolving complaints about our collection or use of your data. If you believe your data protection rights have been infringed, we encourage you to contact our DPO by sending an email to [privacy-dept @ indeed.com](mailto:privacy-dept@indeed.com) (remove spaces when sending email).

Individuals with inquiries or complaints regarding this Privacy Policy should first contact Indeed by [postal mail](#) or [e-mail](#) (see contact details above). If your concern is not satisfactorily addressed, please [visit the BBB](#) for more information and to file a complaint. This service is provided free of charge to you.

You may also have the right to complain to the appropriate data protection supervisory authority. In the EEA, Indeed's main establishment is Indeed Ireland Operations Limited, regulated by the Irish Data Protection Commission.

With regard to unresolved complaints concerning our handling of personal data received in reliance on the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF and the Swiss-U.S. DPF, Indeed Inc. commits to cooperate and comply respectively with the advice of the panel established by the EU data protection authorities (DPAs) and the UK Information Commissioner's Office (ICO) and the Swiss Federal Data Protection and Information Commissioner (FDPIC).

Cookie Policy

Last Updated: May 20, 2025

By using or accessing Indeed's websites ("Site"), you agree to Indeed's use of Cookies as outlined below.

For the purposes of this Cookie Policy, "Indeed", "we", or "us" means Indeed Inc. if you are located in the United States, Indeed Staff LLC if you are using Indeed Staff in the United States, Indeed Japan K.K. if you are Japan users, and Indeed Ireland Operations Limited if you are located outside of the United States and Japan.

The brands covered by this Cookie Policy include: [Indeed](#), [HRTechPrivacy.com](#), [Resume.com](#), [Workopolis](#), and [SimplyHired](#) (collectively "Indeed" or "the Sites").

All references to Job Seeker, Employer and Personal Data are defined as provided for in our [Privacy Policy](#).

We encourage you to review the "Last Updated" legend above to determine when it was last amended. Any changes to the Cookie Policy become effective on the "Last Updated" date indicated below. By using the Sites or providing information to us following such changes, you will have accepted the amended Cookie Policy.



If Indeed is going to use Personal Data collected through the Sites in a manner materially different from that stated at the time of collection, then Indeed will notify users via email and/or by posting a notice on the applicable Sites for 30 days prior to such use or by other means to the extent required by law.

Reject non-essential cookies

Some cookies can only operate with your consent. If you want to reject any non-essential cookies (which are cookies that are: **a)** not strictly necessary to provide the service or **b)** not necessary to send a communication) you can do so by following the link below:

To manage your cookie preferences and to reject any non-essential cookies click [here](#).

Introduction: What is a cookie?

This Cookie Policy helps to explain the occasions when and why cookies may be sent to visitors to the Sites. Cookies are text-only pieces of information that a website transfers to an individual's hard drive or other website-browsing equipment. Cookies allow the Sites to remember important information that will make your use of the Sites more convenient. A cookie will typically contain the name of the domain from which the cookie has come, the "lifetime" of the cookie, and a randomly generated unique number or other value. Certain cookies will be used on the Sites regardless of whether you are logged in to your account or not.

Session cookies are temporary cookies that remain in the cookie file of your browser until you leave the Sites. Persistent Cookies remain in the cookie file of your browser for much longer (though how long will depend on the lifetime of the specific cookie). We use session cookies to track the total number of visitors to our Sites. We may also employ cookies so that we remember your computer when it is used to return to the Sites to help customize your experience. We may associate Personal Data with a cookie file in those instances.

How We Use Cookies

We use cookies, web beacons, and other similar technologies, including from third-party partners such as Google and Facebook, for measurement services, better targeting advertisements, marketing purposes and to improve the performance of the Sites. This takes place from the Sites, when you download or install an Indeed App, and in some of our advertisements on third party websites. These cookies, web beacons, and other similar technologies allow us to display our promotional material to you on other sites you visit across the Internet and connect you with more Employers. We may also share information about your behavior on the Sites with third parties (including operators of third-party websites and/or social networking sites) in order to show you targeted advertisements and other content that has been customized for you.



We also use these cookies, web beacons, and other similar technologies to facilitate the Indeed Targeted Ads Program and other advertisements to help us to determine which advertisements users have seen, how many times users have seen a particular advertisement, and on which sites a particular advertisement appeared. We may also allow Employers who participate in our Indeed Targeted Ads Program to place cookies, web beacons, and other similar technologies in advertisements we serve on our Site and on third party websites to help these Employers understand how individuals interact with our advertisements about their Job Listings.

We may also use these cookies, web beacons, and other similar technologies on the Sites to understand and inform an Employer about which users saw a particular Job Listing, Company Page, Hiring Event, or other advertisement in which the Employer is identified.

Purposes	How We Use Cookies
Analytical Purposes	Indeed and its affiliates (as defined in our Privacy Policy) use cookies to analyze user activity in order to improve the Sites and the websites of Indeed affiliates. For example, we can use cookies to look at aggregate patterns like the average number of job searches that users perform. We can use such analysis to gain insights about how to improve the functionality and user experience of the Sites.
Your Preferences & User Experience	Indeed and its affiliates use cookies to gather certain information about users, such as browser type, server, language preference, and country setting, in order to store user preferences on our Sites to make your user experience more consistent and convenient. For example, we may store the recent searches you have performed in a cookie so that we can allow you to easily repeat those searches when you return to our Sites, or so that we can suggest profile information when you sign up for an account and fill out a resume on the Sites (e.g. Indeed Resume). In addition, we use cookies to maintain your logged in state when you visit our Sites repeatedly. We may also

Purposes	How We Use Cookies
	use your IP address to determine your geographic location at city or postal code level in order to provide you with the most relevant search results.
Provide Measurement Services and Better Targeted Ads, & Marketing	We use cookies, web beacons, and other similar technologies from third-party partners such as Google and Beeswax for measurement services, better targeting advertisements, and for marketing purposes. This takes place when you visit our Sites and when you download or install an Indeed App. These cookies, web beacons, and other similar technologies allow us to display our promotional material (which may include a particular Job Listing or Company Page available on the Sites) to you on other sites you visit across the Internet. Our third-party advertising partners may also use these technologies to identify your browsing interests over time and across different websites to deliver targeted advertisements and other content that has been customized for you. Indeed may also share information about your behavior on the Sites with third parties (including operators of third-party websites) in order to show you targeted advertisements and other content that has been customized for you. We also use cookies to facilitate the Indeed Targeted Ads Program. In connection with this Program and other advertisements, we use cookies, web beacons and other similar technologies, including from third party partners, to determine which advertisements users have seen, how many times users have seen a particular advertisement, and on which sites a particular advertisement appeared.

Purposes	How We Use Cookies
	You have a right to object to the legitimate interest use of your Personal Data for the purposes of marketing. To opt out of the collection and use of information for ad targeting, or to exercise any other rights, please feel free to follow the steps detailed in Your personal data rights of our Privacy Policy.
Referral Tracking	We use cookies, web beacons and other similar technologies, including from third party partners, to associate user activity with the third party website that referred the user to our Sites, or to associate user activity that Indeed referred to a third party website. Some of these third party websites are partner websites that receive credit for the activity of users they refer to our Sites, or give us credit for the activity of users referred to such third party websites. However, we may use these technologies to share limited information about user activity with Employers, such as which users saw a particular Job Posting, Company Page, Hiring Event, or other advertisement on the Sites, and the third party website on which you interacted with a link to a Job Listing, Company Page, or Hiring Event, or other advertisement on the Sites. We also use cookies and these technologies to associate user activity with the email campaign that referred the user to our Sites.
Security Purposes	We use cookies and similar technologies to make your interactions with our Sites faster and more secure. We also use cookies to protect you by limiting certain types of cyber attacks.

Purposes	How We Use Cookies
Testing, Usability, and Performance Improvement Purposes	We use cookies to ensure users receive a consistent user experience while we conduct A/B testing on certain aspects of our Sites in order to improve our product offerings. We also use cookies to improve the performance and reliability of our Sites.
Fraud/Spam prevention	We use cookies during fraud reviews and investigations. Some of our cookie/device trackings happen via 3rd party vendors like SiftScience, other times we use our own indexes to identify activity related to specific cookies.
Compliance	We may use cookies to anonymize traffic and activity data we collect about the use of our Sites. We may also place a cookie called OptanonConsent to store your cookie consent status when you interact with our cookie banner.

What Cookies Do We Use

We use first-party and third-party cookies differently on each of our Sites to provide our many products and services to you. If you use any of the sites listed in the table below, please follow the brand-specific links below for a complete list of our cookies used on our Sites. All other visitors can view a list of our third-party cookie partners in the second table below.

Brand	Cookie List
HRTechPrivacy.com users (hrtechprivacy.com)	View List
indeed.com users (all indeed.com Sites, except for jp.indeed.com)	View List
Indeed Japan users (jp.indeed.com)	View List

Brand	Cookie List
US Resume.com users (resume.com)	View List
SimplyHired users (simplyhired.com)	View List

We may allow third-parties to use cookies on our Sites to help deliver and improve our services, and provide them to you. Our use of these cookies may differ by site and market. If your use of our Sites is not captured in the table above, please review your browser settings for a list of all cookies stored on your device. The list below identifies all of our third-party cookie provider partners in use as of the effective date of this Cookie Policy. Please visit their websites for more information on their privacy practices:

Third-Party Cookie Provider
Appcast
AppsFlyer
Beeswax
DoubleClick
Facebook
HotJar
HubSpot
Infogram
iSpot TV
LinkedIn
Marketo

Third-Party Cookie Provider
Media.net
Microsoft (Bing)
MixPanel
Optimizely
Recruitics
Scorecard Research
Sizmek
Symphony Talent
TED
Turn
Triblio
Twitter
YouTube

Your Control over Our Use of Cookies

The tables above may provide “Cookie Settings” options to our users in some markets. Other controls available to our users include:

– Browser and Device Specific Controls

Your browser may provide you the option of blocking cookies, such as third-party cookies. Some browsers also give you the ability to review and manage cookies



individually. We encourage you to review your browser's settings and documentation for additional information on any controls your browser may offer and how they work. Please note, if you delete from your device or browser any cookie Indeed uses on our Sites, but do not set your browser or device to block third-party cookies, we may install the same cookie during a later visit. Some third-party cookies are also integral to the services we provide on our Sites. By blocking third-party cookies, you may not be able to take advantage of all of the features available on our Sites.

– Targeted Advertising Opt Outs

You can also opt out of targeted advertising that we do through our third-party advertising partners, such as Google, Beeswax, and LiveRamp, by visiting resources they provide (such as Google's [How Google Uses Information from Sites or Apps that Use Our Services](#), or LiveRamp, on [Live Ramp Opt Out](#)), or by interacting with them through digital advertising self-regulatory initiatives available in the European Union ([Your Online Choices](#)), United States ([Your Ad Choices](#)), and Canada ([Your Ad Choices](#)). We may update this list from time to time as similar initiatives become available in other markets. We encourage you to visit all of these sites for additional information about each organization's approach to targeted advertising, lists of participating companies, and the options available to web users. Please note, any third-party opt outs may require use of a third-party cookie to reflect your choice and clearing third-party cookies from your browser or device may affect or remove your choice.

Contact Us

For general support issues, please refer to the below table for the correct method:

Indeed Support	Indeed Contact Form
Workopolis Support	Email us at privacycenter @ rgf-ohr.com (remove spaces)
Resume.com	Email us at support @ resume.com (remove spaces)

If you have any questions about our privacy policy, email us at [privacy-dept @ indeed.com](mailto:privacy-dept@indeed.com) (remove spaces).



Exhibit B

Indeed's Data Processing Agreement, as of 4/22/2026

Data Processing Agreement

Controller to Processor Data Processing Addendum

This Data Processing Addendum ("**Addendum**") between You and the Indeed entity acting as Processor under Applicable Data Protection Law, is incorporated into our Terms of Service, and solely applies to limited situations where Indeed acts as a Processor of Client Personal Data on your behalf (as Controller).

For the avoidance of doubt, where Indeed processes Client Personal Data as a Controller, Indeed is an independent Controller and acts in accordance with Applicable Data Protection Law, Indeed's [General Terms of Service](#) and [Privacy Policy](#).

You (or "**Client**") and Indeed are referred to collectively as the "**Parties**," and individually each as a "**Party**."

If the Customer is an Ordering Activity under GSA Schedule Contracts, it shall only be required to comply with the Federal law of the United States and expressly does not agree to comply with any provision of this Data Processing Agreement, EU Law, or law of an EU Member State that is inconsistent with the Federal law of the United States. For the avoidance of doubt, the Parties agree that Indeed's status as an Independent Controller and the Technical and Organizational Measures (TOMs) set forth in this Addendum are not, in themselves, inconsistent with the Federal law of the United States and shall remain in full force and effect.

1. Definitions

Words and expressions used in this Addendum but not defined herein shall have the meanings given to such words and expressions in the GDPR unless otherwise stated herein. Where the Applicable Data Protection Law gives means to such words and expressions that differ from the GDPR, then those meanings in the Applicable Data Protection Law shall apply instead for purposes of compliance with such Applicable Data Protection Law. The following definitions apply to this Addendum unless otherwise specified herein.

Affiliate means any entity that directly or indirectly controls, is controlled by, or is under common control with Indeed. "Control" for these purposes means having a majority of shares or the right and ability to direct management. This includes Indeed-affiliated entities located outside the EEA or Switzerland.

Applicable Data Protection Law means all laws, regulations, and other legal requirements relating to (i) privacy, data security, consumer protection, marketing, promotion, and text messaging, email, and other communications; (ii) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of Personal Data applicable to the processing of Client Personal Data under the Agreement including but not limited to General Data Protection Regulation 2016/679 ("**GDPR**"), Federal Data Protection Act of 19 June 1992 (Switzerland), UK Data Protection Act 2018 and UK General Data



Protection Regulation (UK GDPR), Japanese Act on the Protection of Personal Information (Act No. 57 of 2003 as amended in 2015) and any US state or federal laws or regulations pertaining to the collection, use, disclosure, security or protection of personal data, or to security breach notification, e.g. The California Consumer Privacy Act, as amended by the California Privacy Rights Act (together the “CCPA”); and binding guidance and / or codes of practice issued by a competent supervisory authority under applicable laws (as defined in the GDPR), or the European Data Protection Board.

Brazilian LGPD means the Brazilian General Personal Data Protection Act or, in Portuguese, Lei Geral de Proteção de Dados Pessoais, Lei 13709/2018.

Business Contact Information means the names, mailing addresses, email addresses, and phone numbers regarding the other Party’s employees, directors, vendors, agents and customers, maintained by a Party for business purposes as further described below.

Client Personal Data means Client-owned or controlled personal data, where Indeed acts as the Processor or Service Provider of such Data. Unless prohibited by Applicable Data Protection Law, Client Personal Data shall not include information or data that is anonymized, aggregated, de-identified and/or compiled on a generic basis and which does not name or identify a specific person.

“**Controller**”, “**Consent**”, “**Processor**”, “**Sub-Processor**”, “**Data Subject**”, “**Personal Data**”, “**Processing**” or similar terms shall have the meaning given under Applicable Data Protection Law. For the avoidance of doubt, Processor includes without limitation, a “**Business**” as defined by the CCPA, “**Service Provider**” as defined by the CCPA, and “**business operator handling personal information**” as defined by the APPI. For the purposes of this Addendum Processor shall mean Indeed.

“**EU-US Data Privacy Framework (EU-U.S. DPF)**” means the EU-U.S. Data Privacy Framework Principles, including the Supplemental Principles and Annex I of the Principles issued by the US Department of Commerce effective July 10, 2023.

“**Self-certified and participating organization**” shall have the same meaning as prescribed under the EU-U.S DPF.

Indeed means the Indeed entity contracting with You in the context of the Agreement together with all relevant Affiliates.

Personal Data Breach means a confirmed breach of security of Client Personal Data that results in the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to such Client Personal Data processed by Indeed under the terms of the Agreement (and for the provision of the Services) and where such breach of security of Client Personal Data constitutes a personal data breach under Applicable Data Protection Law.

Standard Contractual Clauses means: (i) where the GDPR applies the contractual clauses annexed to the European Commission’s Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (the “**EU SCCs**”); (ii) where the UK GDPR applies, the applicable standard data protection clauses adopted pursuant to Article 46(2)(c) or (d) of the UK GDPR (the “**UK SCCs**”); and (iii) where the Swiss DPA applies, the applicable standard data protection clauses issued, approved or

otherwise recognized by the Swiss Federal Data Protection and Information Commissioner (“**FDPIC**”)(the “**Swiss SCCs**”); and (iv) where the Brazilian LGPD applies, the clauses in Annex II of Resolution CD/ANPD No. 19/2024 of the Brazilian National Data Protection Authority (the “**ANPD**”), published in accordance with Article 33 of the Brazilian LGPD (the “**Brazilian SCCs**”).

Technical and Organizational Security measures means those measures as set forth in Appendix B of this Addendum, aimed at protecting Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

UK GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of Section 3 of the European Union (Withdrawal) Act 2018 and as amended by subsequent legislation.

UK SCCs Addendum means the standard contractual clauses addendum issued by the UK Secretary of State for the transfer of Personal Data outside the UK and any amendment or replacement of such standard contractual clauses pursuant to Article 46(5) of the GDPR

For purposes of this Addendum all references to “You”, “Your” or “Client” shall mean You, the individual or organization accessing the Indeed Site in your capacity as an Employer and the Controller and owner of Your Personal Data (as defined above).

2. Representations and Warranties

2.1 Each Party represents and warrants that it will comply with the requirements of Applicable Data Protection Law as applicable to such Party with respect to the processing of the Client Personal Data.

2.2 Each Party warrants and represents it has no reason to believe that the Data Protection Law prevents it from providing or receiving any services under the Agreement; and

2.3 Each Party warrants and represents it has the corporate power and capacity to perform its obligations under this Addendum

2.4 You represent and warrant to Indeed that:

2.4.1 You shall comply with and provide all of your obligations under this Addendum in accordance with best industry practice;

2.4.2 You have no reason to believe that Applicable Data Protection Law prevents You from entering into this Addendum or fulfilling any of Your obligations under this Agreement;

2.4.3 You have all necessary authorisations to enable or entitle You to enter into this Addendum, including but not limited to instructions, notices, licenses and consents, and that these have been obtained and are in full force and effect and will remain in such force and effect at all times during the subsistence of this Addendum;



2.4.4 You shall only provide processing instructions that are lawful and You shall have sole responsibility for the accuracy, quality, and legality of Client Personal Data and the means by which it was acquired;

2.4.5 neither the execution and delivery of this Addendum nor Your performance of any of Your obligations hereunder violates any (a) law to which You are subject; (b) judgment or order by which You are bound; (c) constitution or other equivalent constituting documents; or (d) other agreement or instrument which is binding on You or Your assets; and

2.5 Prior to transmitting Client Personal Data to Indeed, You shall inform Indeed of any requirements pertaining to the transmitted Client Personal Data.

2.6 Indeed represents and warrants to You that:

2.6.1 it will process the Client Personal Data (as set out in [Appendix A](#)) as processor in accordance with your documented processing instructions which may be given from time to time (including as set forth in the Agreement and this Addendum), save as otherwise required by law. The Parties agree that the Agreement and this Addendum, along with the Client's configuration of or any use of any settings, features, or options in the services (as the Client may be able to modify from time to time) constitute the Client's complete and final instructions to Indeed in relation to the processing of Client Personal Data (including for the purposes of the SCCs). For the avoidance of doubt, the Client acknowledges and agrees that the documented instructions include the processing of Client Personal Data for the purposes of providing, supporting, and improving Indeed services (including to provide insights and other reporting).

2.6.2 it will promptly notify You if Indeed determines that Your processing instruction violates any Applicable Data Protection Law (provided that nothing herein shall require Indeed to provide legal or regulatory advice or monitor Applicable Data Protection Law as they apply to You).

3. Disclosure and Processing of Client Personal Data

3.1 When providing or making available Client Personal Data to Indeed, You shall only disclose or transmit Client Personal Data that is necessary for Indeed to perform the applicable services under the Agreement.

3.2 Following expiration or termination of the provision of services under the Agreement and relating to the processing of Client Personal Data, Indeed shall promptly and securely delete all Client Personal Data (including existing copies) pursuant to its data retention schedule and as required by applicable laws. Notwithstanding the data retention schedule, upon Your written request following the termination of services, Indeed shall destroy all Client Personal Data in our possession, unless otherwise required or permitted by applicable laws.

3.3 All Indeed personnel, including subcontractors, authorized to process the Client Personal Data shall be subject to confidentiality obligations and/or subject to an appropriate statutory obligation of confidentiality.

3.4 You expressly acknowledge and agree that, in the course of providing the services, Indeed may anonymize, aggregate, and/or otherwise de-identify Client Personal Data ("**De-Identified Data**") and subsequently use and/or disclose such De-Identified Data for the purpose of research, benchmarking, improving Indeed's offerings generally, or for another business purpose authorized by Applicable Data

Protection Law provided that Indeed has implemented technical safeguards and business processes designed to prevent the re-identification or inadvertent release of the De-Identified Data.

4. Security Measures

4.1 Each Party shall implement appropriate technical and organizational security measures to safeguard Client Personal Data from unauthorized or unlawful processing, destruction, loss, alteration, damage or disclosure. The Parties agree:

4.1.1 taking into account the ongoing state of technological development, the costs of implementation and the nature, scope, context and purposes of the processing of the Client Personal Data, as well as the likelihood and severity of risk to individuals, that Indeed's implementation of and compliance with the security measures set out in [Appendix B](#) ("**Technical and Organizational Security Measures**") are sufficient to provide a level of security appropriate to the risk in respect of the processing of the Client Personal Data; and

4.1.2 the Technical and Organizational Security Measures implemented pursuant to this clause 4 and Appendix B are subject to technical progress and development and that Indeed regularly reviews and may update or modify them from time to time in order to ensure that the processing of Client Personal Data is performed in accordance with this Addendum and Applicable Data Protection Law.

4.2 Personal Data Breach

If Indeed becomes aware of an actual or suspected Personal Data Breach of Client Personal Data, Indeed will notify You without undue delay. Indeed will provide You with such information, assistance, cooperation, and taking into account the nature of the services provided and the information available to Indeed, take reasonable commercial steps to: (i) investigate and mitigate the Personal Data Breach and (ii) assist with respect to Your breach notification obligations under any Applicable Data Protection Law. The Parties agree to coordinate in good faith on developing the content of any related public statements and any required notices to the affected data subjects and/or the appropriate regulator in connection with a Personal Data Breach, provided that nothing in this clause shall prevent either party from complying with its obligations under Applicable Data Protection Law.

5. Audits and Inspection

Upon written request, Indeed shall make available to You, no more than once annually and strictly at your own cost, information reasonably necessary to demonstrate Indeed's compliance with its obligations under this Addendum and Applicable Data Protection Law. You shall be solely responsible for determining whether the Services and Indeed's Security Measures as set forth in [Appendix B](#) will meet your needs, including with respect to any Data Protection Laws.

6. Data Subject and Supervisory Authority Requests

To the extent required under Applicable Data Protection Law and taking into account the nature of the services provided, Indeed shall:

6.1 provide such assistance to You as is reasonably requested with respect to Your obligations to comply with requests from Your data subjects to exercise their rights under Applicable Data Protection Law. Indeed shall notify You without delay upon receipt of any request by a data subject to exercise his or her rights under Applicable Data Protection Law in respect of any Client Personal Data. Indeed will not independently respond to such requests from Your data subjects except where otherwise required by Applicable Data Protection Law. You undertake to inform Indeed (as the processor / service provider) of any data subject (or consumer) request received and shall provide Indeed with the necessary information to allow Indeed to comply with the request when required to do so; and

6.2 notify You of all enquiries or communications from a competent supervisory authority that Indeed receives which relate to Client Personal Data processed in connection with providing the services and under this Addendum and the Agreement unless prohibited from doing so at law or by a regulator. You shall be responsible for all communications or correspondence with the competent supervisory authority in relation to Your role as Controller of Client Personal Data under Applicable Data Protection Law and, to the extent permitted by law.

7. Privacy Impact Assessments and Prior Consultation

To the extent required under Applicable Data Protection Law and taking into account the nature of the services provided and the information available to Indeed, and to the extent You do not otherwise have access to the relevant information, Indeed shall provide reasonable assistance to You as reasonably requested with respect to Your obligations to conduct privacy / data protection impact assessments with respect to the processing of Client Personal Data.

8. Subprocessors

You generally authorize the engagement of Subprocessors by Indeed and a list of existing Subprocessors (to the extent that Subprocessors shall be used) may be made available on request. Indeed shall enter into a written agreement with each Subprocessor(s) that imposes on the Subprocessor the same data protection obligations that are imposed on Indeed pursuant to this Addendum. You shall promptly, and in any event within 10 business days, notify Indeed in writing of any reasonable objection to such changes / appointment. You acknowledge that Indeed's Subprocessors are essential to provide the services and that if You object to Indeed's use of a Subprocessor, then notwithstanding anything to the contrary in the Agreement, Indeed will not be obligated to provide the services to You for which Indeed uses that Subprocessor and any adjustments required by You shall be at your cost. Any disagreements between the Parties shall be resolved via the contract dispute resolution procedure.

9. Transfers

9.1 Transfers of EEA/Swiss Data

To the extent that GDPR and complementary data protection laws in EU member countries ("EU Data Protection Law") applies to the processing of Client Personal Data, Indeed agrees that it will not transfer Client Personal Data out of the EEA and/or Switzerland to a country that has not been identified by the European Commission or a Supervisory Authority under EU Data Protection Law as a country that provides an adequate level of data protection except where Indeed has ensured appropriate safeguards are in

place, such as the Standard Contractual Clauses approved by the European Commission unless otherwise required by applicable law. Indeed and You hereby enter into the Standard Contractual Clauses (as further set out in the [Schedule](#) to this Agreement) in respect of such transfers.

9.2 Transfers of UK Data

Subject to subsection 9.4 below, the Parties shall rely on the UK Standard Contractual Clauses as amended from time to time by the Information's Commissioner Office (the "**UK SCCs**"), to protect Client Personal Data being transferred from the United Kingdom (UK) to a country outside the UK not recognized as providing an adequate level of protection for personal data. You, acting as data exporter, shall execute, or shall procure that Your relevant entities execute, such UK SCCs with the relevant Indeed entity or a third-party entity, acting as a data importer.

9.3 Transfers of non-EEA/Swiss/UK Data

In the event that Client Personal Data is to be transferred outside the country of origin in connection with the provision of Services under the Agreement and this country is not located within the EEA, Switzerland or the United Kingdom, the Parties will work together expeditiously and in good faith to establish the appropriate transfer mechanism to be implemented, as required by applicable Data Protection Law.

9.4 Transfers of non-EEA/Swiss/UK Data

Indeed self-certifies to and complies with the EU-U.S. Data Privacy Framework program (EU-U.S. DPF (which is detailed here: <https://www.dataprivacyframework.gov/>), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework program (Swiss-U.S. DPF), as administered by the US Department of Commerce, and Indeed shall during the term of the Agreement maintain its self-certification to and compliance with the Frameworks (or successor frameworks) with respect to the Processing of Client Personal Data that is transferred from the EEA, UK or Switzerland to the United States, and provide Customer Personal Information with at least the same level of protection as required under the EU-U.S. DPF, including without limitation the Onward Transfer Principle. Indeed further agrees to process Client Personal Data as Processor only (i) for the limited and specified purposes consented to by the data subjects and set out in this Agreement (ii) in accordance with this Agreement, and the EU-U.S DPF Principles and (iii) taking into account the nature of the processing, assists the controller in responding to individuals exercising their rights under the DPF Principles.

9.5 Transfer Mechanism

In the event that the transfer mechanisms agreed by the Parties herein are amended, replaced, or cease to be authorized as a means to provide "adequate protection" with respect to transfers of Client Personal Data, the Parties will work together expeditiously and in good faith to establish another valid transfer mechanism and/or implement supplementary measures as needed to establish appropriate safeguards for such data. Any impacts on the terms of the Agreement and the provision of the services caused by such new requirements will be addressed by the Parties in accordance with Section 16 (Changes in Laws) below.

10. California Consumer Privacy Act

10.1 The following shall apply to the extent that the CCPA is applicable. Indeed shall: (i) not sell or share any Client Personal Data (as defined by CCPA); (ii) not retain, use or disclose any such Client Personal Data for any purpose other than business purpose(s) specified in accordance with the Agreement, unless permitted by law; (iii) not retain, use or disclose such Client Personal Data outside the direct business relationship between Indeed and Client, as set forth in the Agreement, unless otherwise permitted by law; (iv) provide the same level of privacy protection required of Client by the applicable obligations under CCPA for Client Personal Data ; (v) notify the Client if it can no longer meet its obligations under the CCPA and will work with the Client to take reasonable and appropriate steps to stop and remediate unauthorized use of Client Personal Data.

10.2 Client agrees that execution of the Agreement by Indeed shall be deemed to constitute any certification that is required under applicable Data Protection Laws to the restrictions on sale, retention, use, or disclosure of Client Personal Data.

11. Use of Business Contact Information

Each Party consents to the other Party using its Business Contact Information for contract management, payment processing, service offering, and business development purposes, including business development with partners, and such other purposes as set out in the using Party's global data privacy policy (copies of which shall be made available upon request). For such purposes, and notwithstanding anything else set forth in the Agreement or this Addendum with respect to Client Personal Data in general, each Party shall be considered an independent Controller with respect to the other Party's Business Contact Information and shall be entitled to transfer such information to any country where such Party's global organization operates.

12. Disclaimer of Liability

Indeed will not be liable for any claim brought by a data subject arising from or related to Indeed or its Affiliates action or omission to the extent that Indeed was acting in accordance with Your instructions.

13. Governing Terms

13.1 This Addendum represents the entire agreement between the Parties in relation to its subject-matter and all previous representations, agreements and statements are hereby excluded.

13.2 For avoidance of doubt and without prejudice to the rights of any data subjects thereunder, this Addendum and any Standard Contractual Clauses (or other data transfer agreements) that the Parties or their affiliates may enter into in connection with the services provided pursuant to the Agreement will be considered part of the Agreement and the liability terms set forth in the Agreement will apply to all claims arising thereunder.

13.3 In the event of any conflict or ambiguity between terms of this Addendum and terms of the Agreement, the terms of the Addendum shall prevail. In the event of any conflict or ambiguity between terms of this Addendum and terms of the Standard Contractual Clauses, the terms of the Standard

Contractual Clauses shall prevail. All other terms and conditions within the Agreement remain unchanged and in full force and effect.

14. Severability

Each and every provision of this Addendum is severable and distinct from the others and if at any time any provision of this is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of this Addendum.

15. Notices and Variation

All notices, consents, demands, and other communications required or permitted to be given by either Party under this Addendum shall be in writing. No amendment to this Addendum will be effective unless in writing and signed by both Parties.

16. Changes in Laws

In the event of (i) any newly enacted Applicable Data Protection Law, (ii) any change to an existing Applicable Data Protection Law (including generally-accepted interpretations thereof), (iii) any interpretation of a new or existing Applicable Data Protection Law by You, or (iv) any material new or emerging cybersecurity threat, which individually or collectively requires a change in the manner by which Indeed is delivering the services to You, the Parties shall agree in writing upon how Indeed's delivery of the services will be impacted and shall make equitable adjustments to the terms of the Agreement and the Services in accordance with any change procedures as may be agreed to by the Parties.

17. Governing Law and Jurisdiction

17.1 The jurisdiction of this Addendum shall be the jurisdiction of the Agreement. In the event there is no jurisdiction clause in the Agreement, any dispute or claim in connection with this Addendum shall be governed by and construed in accordance with:

17.1.1 in the case of the contracting Indeed entity being in the US, the laws of the state of Texas,

17.1.2 in the case of the contracting Indeed entity being outside the US, the laws of Ireland, and each of the Parties hereby consent to the exclusive personal jurisdiction (including non-contractual disputes or claims) of the federal or state courts located in Travis County, Texas, U.S.A, if the Data Processor is located in the United States of America, or Dublin, Ireland, if the Data Processor is located elsewhere.

SCHEDULE

EEA STANDARD CONTRACTUAL CLAUSES

1. The relevant Controller-Processor EU SCCs (Module 2) are available at: <https://hrtechprivacy.com/c2pscc>

2. For the purposes of entering the EU SCCs:

- a) The optional Clause 7 of the EU SCCs shall not apply
- b) Option 2 of Clause 9 (Use of sub-processors) of the EU SCCs shall apply.
- c) The description of the transfer of Personal Data in Appendix A of this Agreement shall be deemed to be inserted in place of Annex I of the EU SCCs;
- d) Appendix B of this Agreement shall be deemed to be inserted in place of Annex II of the EU SCCs.

UK STANDARD CONTRACTUAL CLAUSES

1. The UK SCCs Addendum is available at: <https://hrtechprivacy.com/uk-scc>

2. For the purposes of entering the UK SCCs Addendum:

- a. The information contained in Appendix A of this Agreement shall be deemed to apply to Tables 1, 2 and 3 of the UK SCCs; and
- b. The information contained in Appendix B of this Agreement shall be deemed to apply to the final row (Annex II) of Table 3 of the UK SCCs.

BRAZIL STANDARD CONTRACTUAL CLAUSES

1. The Brazilian SCCs are available at:

- a. English: <https://hrtechprivacy.com/brscc>
- b. Portuguese: <https://hrtechprivacy.com/brcpc>

2. For the purposes of entering the Brazilian SCCs:

- a. The information contained in Appendix A of this Agreement shall be deemed to apply to the information required in Clause 1 of the Brazilian SCCs. Indeed shall be the Importer/Processor.
- b. The description of the transfer of Personal Data in Section B of Appendix A of this Agreement shall be deemed to be inserted in place of Clause 2 of the

Brazilian SCCs;

- c. Option B of Clause 3 of the Brazilian SCCs shall apply. The information contained in Section B of Appendix A of this Agreement shall be deemed to apply to the information required in Clause 3 of the Brazilian SCCs.
- d. Option A of Clause 4 shall apply. The Exporter shall be responsible for the requirements listed in 4.1(a), (b) and (c) of the Brazilian SCCs.
- e. The information contained in Appendix B of this Agreement shall be deemed to apply to parts (i) and (ii) of “Section III – Security Measures”.

APPENDIX A

A. LIST OF PARTIES

Data Exporter(s) / Client:

Name:

Address:

Contact Name, Position, Details:

Relevant Activities:

Roles:

Data Importer:

Name:

Indeed Ireland Operations Limited

Address:

Block B, Capital Dock, 80 Sir John Rogerson’s Quay, Dublin 2, D02 HE36 Ireland

Contact:

Indeed Ireland Operations Limited

ATTN: Data Protection Officer

Block B, Capital Dock

80 Sir John Rogerson’s Quay

Dublin 2, D02 HE36

Ireland

Relevant Activities:

Indeed is engaged in the business of providing a web-based platform and related services for job seekers to upload resumes and search for jobs, and for businesses to post jobs, link jobs and locate candidates (the “**Indeed Services**”).

Role:

Processor

B. Description of Transfer

Categories Data Subjects

The personal data transferred concern the following categories of data subjects: Individuals about whom Personal Data is provided to Indeed via the Services by (or at the direction of) Client, which may include without limitation Client's or its Affiliates' employees, contractors, and end users.

Purposes of the transfer(s)

The transfer is made for the following purposes: Indeed will only process Client Personal Data as Processor for the following purposes and only when necessary and proportionate to comply with the Client's instructions: Providing and updating the Services as licensed, configured, and used by Client and its users, including through Client's use of Indeed settings, administrator controls or other Service functionality; Securing and real-time monitoring the Services; Resolving issues, bugs, and errors; Providing Client requested support, including applying knowledge gained from individual Client support requests to benefit all Indeed Clients but only to the extent such knowledge is anonymized as set out in the Agreement and this Appendix A detailing the subject matter, nature, purpose, and duration of Personal Data Processing in the Controller to Processor capacity; Any other documented instruction provided by Client and acknowledged by Indeed as constituting instructions for purposes of this Addendum.

Categories of Personal Data

Depending on the Services you use, the personal data transferred may primarily concern the following categories of data:

Indeed Account Information: Data associated with the end user's Indeed account, password, company name, and Client's preferences. This will include: Indeed unique user ID, social media login (optional), email address, and display name.

Client Authentication Data: This may include username and password unless Single Sign On (SSO) is used.

Interview Content. This may include video, audio, transcripts, interview notes, and interview questions.

Chat Messages. Content sent between users on an Indeed hosted video platform (e.g. Indeed Interview)

Calendar Information. This may include meeting schedules and event information made available through Client controlled integrations (e.g. Outlook, Google Calendar).

Candidate Materials: Data that Job Seekers disclose to employers in the hiring process. This data may include applications, which generally contain job seeker resumes, screening data (such as answers to screener questions), cover letters, and any other data a job seeker agrees to share with Employers when they express interest in employment opportunities, for example, by applying or registering for events.

Employer Materials: This may include contact details to receive applications and

messages, recruiter profiles, disposition information and employers' notes about candidates, and candidate preferences.

Interview Metadata: This may include information about your interview product usage, such as frequency, quality, timezone, attendance, and duration of events, as well as network activity and sample text you save to dash.

Device and Network information: Information about your desktop and mobile device, which may include network data, operating system, user agent, MAC / IP address, and service logs.

User Feedback and Satisfaction Data: This may include ratings and plain text feedback on how we can improve our services.

Frequency of the transfer (e.g. whether the data transfer is a one-off or continuous basis)

Continuous

Special categories of personal data (if appropriate)

Special categories are not required to use the Services. Such special categories of data include, but may not be limited to, Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical belief, genetic or biometric data, data concerning your health or sexual orientation. To the extent such sensitive data is submitted, it is determined and controlled by Client in its sole discretion.

Duration of processing

The applicable term of the Agreement unless otherwise required by law.

Nature and Subject Matter of the Processing

Indeed will process Client Personal Data for the purposes of providing the Services to Client in accordance with the Addendum.

Retention period (or, if not possible to determine, the criteria used to determine that period)

The applicable term of the Agreement unless otherwise required by law.

C. Competent Supervisory Authority

Identify the competent supervisory authority/ies in accordance with Clause 13 of the SCCs:

The competent supervisory authority, in accordance with Clause 13 of the EU SCCs, must be (i) the supervisory authority applicable to the data exporter in its EEA country of establishment or, (ii) where the data exporter is not established in the EEA, the supervisory authority applicable in the EEA country where the data exporter's EU

representative has been appointed pursuant to Article 27(1) of the GDPR, or (iii) where the data exporter is not obliged to appoint a representative, the supervisory authority applicable to the EEA country where the data subjects relevant to the transfer are located.

With respect to Personal Data to which GDPR applies, the competent supervisory authority is the Irish Data Protection Commission.

With respect to Personal Data to which the UK GDPR applies, the competent supervisory authority is the Information Commissioners Office (the "ICO").

With respect to Personal Data to which the Swiss DPA applies, the competent supervisory authority is the Swiss Federal Data Protection and Information Commissioner.

Appendix B

TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

In accordance with the Agreement, the Data Processor will adopt and maintain appropriate (including organizational and technical) security measures in dealing with Personal Data in order to protect against unauthorized or accidental access, loss, alteration, disclosure or destruction of such data, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

In determining the technical and organizational security measures required under the Agreement, the Data Processor will take account of the state of the art, the costs of implementation, and the nature, scope, context, and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

The Data Processor will maintain the following specific security measures, as applicable:

ORGANIZATION OF INFORMATION SECURITY – Management direction and support for information security

- Policies for information security are documented and published.
- Chief Security Officer is appointed with responsibility for coordinating and monitoring security rules and procedures.
- Security roles and responsibilities are defined and allocated.
- Maintained information on third-party contact information to be used to report a security incident, such as Law Enforcement, relevant government departments, vendors, and Information Sharing and Analysis Center (ISAC) partners.

HUMAN RESOURCE SECURITY – Employee responsibilities for information security

- Background checks are conducted on candidates for employment in accordance with relevant laws, regulations and ethics based on job title and location.
- Terms and conditions of employment for every employee require acknowledging Company Guidelines which include Acceptable Use Policy, Employee Privacy Notice and Code of Conduct.
- Information security and privacy awareness, education, and training is conducted on hire and annually thereafter.
- Formal disciplinary process is documented, communicated, and acknowledged by new hires and employees annually.

ASSET MANAGEMENT – Identification and management of organizational assets

- Assets associated with data processing have been identified and an inventory is maintained.
- Rules for acceptable use have been documented, communicated, and acknowledged by new hires and employees annually.
- Sensitive data has been classified in terms of legal requirements to allow for access to be restricted.

LOGICAL SECURITY – Access control to information processing systems

- Access to information and information processing facilities is limited and controlled to only that data minimally necessary to perform the users' job duties.
- A formal user registration and de-registration process is in place enforcing unique identification of users.
- Allocation and use of privileged access rights are restricted and controlled.
- Users are required to follow secure practices in the use of authentication information including password configurations providing for a minimum length of 10 characters. Password history of 12. Complexity requiring 3 out of the following 4 character types: Capital Letters, Lowercase Letters, Numbers, Special Characters.
- Automatic time-outs of accounts if left idle, with identification and password required to reopen.
- Automatic deactivation of user IDs when several incorrect passwords are entered.
- Multi-factor authentication (i.e., requiring at least two factors to authenticate a user) for remote access over virtual private network (VPN) to any network, system, application, or other asset containing classified information.

PHYSICAL SECURITY – Access and environmental control of information processing areas

- Security perimeters are defined and used to protect areas that contain restricted or confidential information and information processing facilities.

- Secure areas are protected by entry controls to ensure only authorized personnel are allowed access.
- Access to information processing facilities is logged and monitored by security.
- Physical protections against natural disasters, malicious attacks, and accidents are applied.

OPERATIONS SECURITY – Secure operations of information processing facilities

- Changes to information processing facilities are controlled.
- Centrally managed anti-malware software to monitor and defend information processing facilities.
- Logging enabled on information processing facilities to include detailed information such as event source, date, user, timestamp, source addresses, destination addresses with synchronized time sources.
- Periodic internal and external penetration testing of information processing systems is performed to identify vulnerabilities. Identified vulnerabilities are addressed as part of the vulnerability management program.
- A process to timely identify and remediate system, device, and application vulnerabilities through patches, updates, bug fixes, or other modifications to maintain the security of Personal Data.

NETWORK SECURITY – Security of information transmission

- Use of industry standard firewall and encryption technologies to protect the gateways and pipelines through which the data travels (e.g. TLS/SSL).
- Encryption of certain highly confidential data (e.g., personally identifiable information such as National ID numbers, credit or debit card numbers) at rest and when in transit across open networks in accordance with industry best practices.

APPLICATION SOFTWARE SECURITY – Information Security is designed and implemented within systems development

- Separation of development, testing and operational environments.
- Secure coding practices appropriate to the programming language and development environment are in use.
- Error checking is performed and documented for all input, including for size, data type, and acceptable ranges or formats.
- Verification of versions of software acquired from third parties are supported or appropriately hardened based on developer security recommendations.
- Software development personnel receive OWASP training in writing secure code.

- Static and dynamic analysis tools are used to verify that secure coding practices are being adhered to for internally developed software.

THIRD PARTY RELATIONSHIPS – Security of information and information processing facilities accessible by third parties

- Information security requirements for mitigating risks associated with third party access to information and information processing facilities are agreed to in writing.
- Third parties and third party services are assessed by security to identify security and data protection risks that must be addressed through either organizational or technical measures during contracting or implementation.

INCIDENT MANAGEMENT – Management of information security incidents

- Responsibilities and procedures for incident management are documented to define the roles of personnel as well as the phases of incident handling.
- Users are trained to report observed or suspected information security weaknesses and events to security immediately.
- Response to security incidents are conducted in accordance with documented procedures and retrospectives are conducted.
- Incident response exercises and scenarios are conducted periodically to maintain awareness and comfort in responding to real-world threats. Exercises test communication channels, decision-making, and incident responder's technical capabilities using tools and data available to them.

AVAILABILITY – Redundancy of information processing facilities and backup of information

- Information, software, and system information are backed up regularly and are tested periodically.
- Backups are encrypted and replicated across geographic locations to provide for redundancy.

COMPLIANCE – Compliance with legal and contractual requirements and information security reviews

- Relevant legal and contractual requirements are documented and kept up to date of information processing facilities.
- Independent reviews of information security and its implementation are conducted on a periodic basis.



- Technical compliance reviews of information systems are conducted on a periodic basis to identify compliance with organizational policies and standards.

