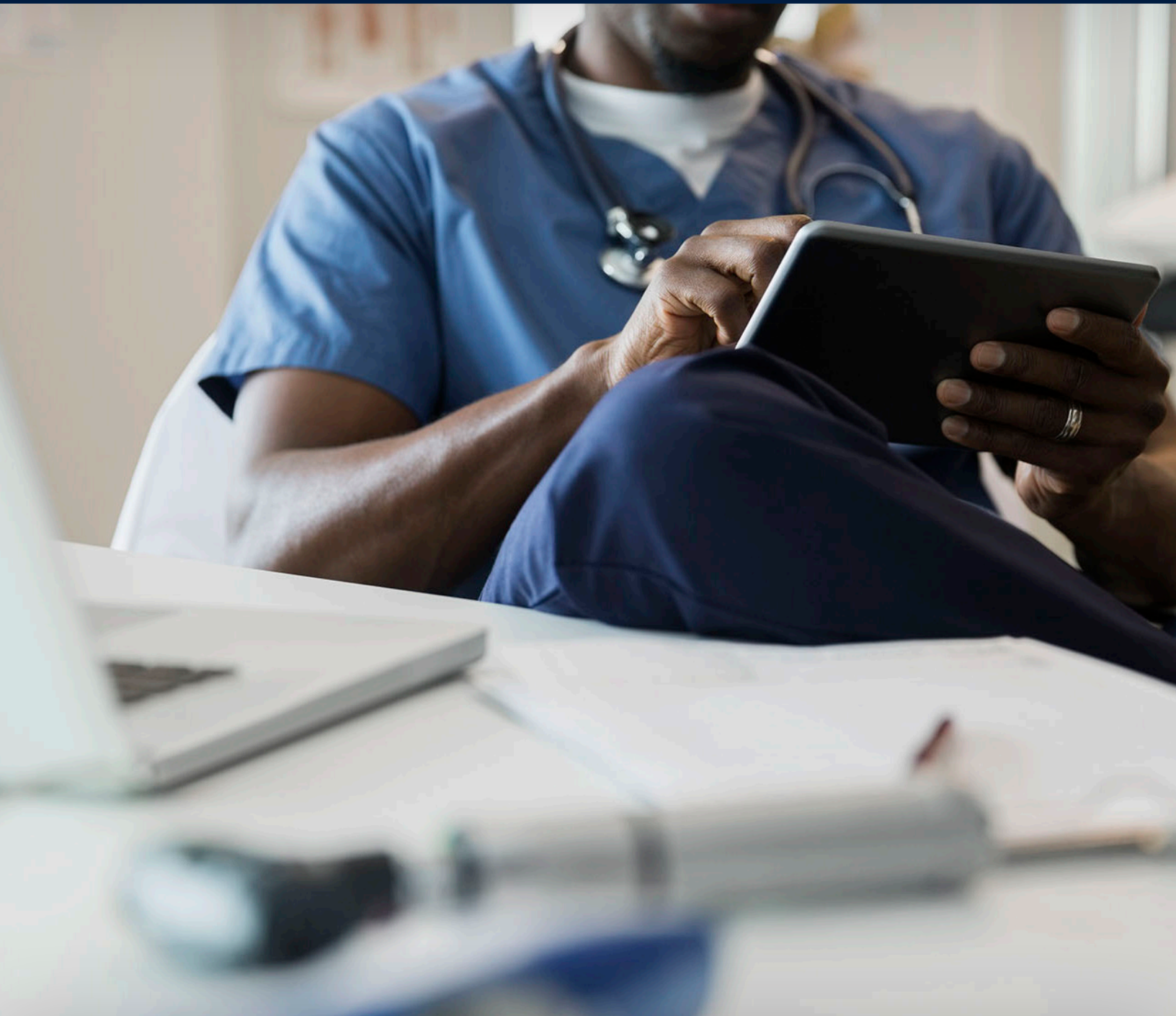




Indeed Recruitment Marketing and Branding Solutions

Terms and Conditions Document



Indeed General Terms of Service

Terms of Service

Last Updated: January 16, 2025

Introduction

Welcome to Indeed. These Terms of Service (the “Terms”) constitute a legally binding agreement between you and the applicable Indeed entity (set forth in [Section D.13, Contracting Entity](#), below).

We know we are giving you a great deal of information. Indeed does this for a reason: we want you to know exactly how we work and what to expect when you use our services.

PLEASE BE AWARE THAT [SECTION D.12](#) BELOW CONTAINS AN ARBITRATION AGREEMENT THAT APPLIES TO ALL USERS LOCATED IN THE UNITED STATES. PLEASE READ [SECTION D.12](#) CAREFULLY.

THE ARBITRATION AGREEMENT PROVIDES, WITH LIMITED EXCEPTIONS (WHICH ARE LISTED IN [SECTION D.12\(a\)](#)), THAT YOU AND INDEED: (1) WILL ONLY BE PERMITTED TO PURSUE DISPUTES AGAINST EACH OTHER OR OTHER USERS THROUGH BINDING, FINAL ARBITRATION; (2) WAIVE ALL RIGHTS TO BRING OR PARTICIPATE IN A DISPUTE ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS; AND (3) WAIVE ALL RIGHTS TO PURSUE DISPUTES IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

AS A JOB SEEKER, YOU MAY OPT OUT OF THE ARBITRATION AGREEMENT PURSUANT TO [SECTION D.12\(I\)](#) BELOW.

These Terms apply to the Site (defined below) and the following Indeed websites, which are part of the Site: workopolis.com, simplyhired.com, and resume.com.

By accessing or using any part of our Site, including via an API (defined below), you agree to be bound by the Terms then in effect with the applicable contracting entity set forth below. If you do not agree, you may not access or use our Site. Any references to “Indeed” or “we” or “us” shall mean the applicable entity as set forth in [Section D.13, Contracting Entity](#), below.

The Terms hereby incorporate by reference any additional terms and conditions posted by Indeed and linked within these Terms, including program- or service-specific terms below. Unless otherwise indicated, the Terms apply to all Users of the Site.

If you are accessing or using the Site in your capacity as an employee or other representative of an Employer, you agree to the Terms on behalf of yourself and such Employer, and you represent and warrant that you have the authority to bind such Employer to the Terms.

Your use of our Site through an agency or reseller arrangement does not exempt you from the Terms.



Indeed may reject, remove, or limit the visibility of any User Content (as defined below), and Indeed may disable any account or restrict your ability to use all or parts of the Site, 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.

Indeed does not and will not serve as an agent of, or decision-maker for, any Employer or any Job Seeker, as detailed below, in Section A ("Terms for Job Seekers"), Section B ("Terms for Employers") and throughout these Terms.

For more information on how Indeed processes your personal data, please visit our [Privacy Policy](#). By accessing or using the Site, you also represent that you have read and understand the [Cookie Policy](#) and [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.](#)

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.

Modern Slavery Act: We are committed to ensuring there is no modern slavery or human trafficking in our supply chains or in any part of our business; please view our full [full Modern Slavery Act statement](#) for details.

Corporate Responsibility (India): You can view the [Indeed India Operations Private Limited Corporate Responsibility Policy](#).

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 or desktop application, browser extension, browser-based application, web application, connector, add-on or plugin, regardless of where it is downloaded from or how the user connects to or uses the application, including when the Site or services provided by Indeed are available through third-party websites or software.
- **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 Job Seekers

This section has been intentionally removed as not applicable to the Employer.

Section B: 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](#)). If you are located in Japan, you agree to [the Addendum on the Handling of Personal Information](#). If you are located in Japan, in the event of any conflict or ambiguity between the Addendum on the Handling of Personal Information and the Terms, the Addendum on the Handling of Personal Information shall prevail.

You agree that your license to use the Site is automatically revoked upon your attempt to use the Site for any other purposes other than to post Job Ads, make information available regarding employment or employment openings, seek Job Seekers, or otherwise obtain information related to hiring or human resources.

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 agree to indemnify and hold harmless Indeed from any allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including attorneys’ fees and costs) that result from the sharing of this data, access to your account, and any purchases made under your account.
- 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. You are responsible for ensuring that any custom/brand color choices that you make on Company Pages meet WCAG and similar guidelines. If you choose custom colors that breach WCAG guidelines, you agree that Indeed is not responsible for this and you agree to indemnify Indeed for all claims resulting from your color selections. 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, Enhanced Profiles, Employer Branding Hub, and Indeed Connect

- 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 and cannot form the basis of a violation of the Terms.
- b. **Employer Branding Hub:** Indeed may offer premium subscription services such as Indeed Company Pages Premium (“CMPP”) and Glassdoor Enhanced Profile (“EP”) (collectively, “Employer Branding Hub” or “EBH”), which may include features from our affiliate Glassdoor. Access to features accessible only by subscription is limited to one Company Page per subscription. Use of EP including Spotlight Pages (formerly known as Company Structures) and analytics and review analysis provided by Glassdoor are subject to the [Glassdoor Terms of Use](#), but these Indeed Terms will govern in the event of a conflict. Your Spotlight Pages (formerly known as Company Structures) will cease to function if your EBH subscription lapses or is canceled. You may continue to be charged for your Spotlight Pages (formerly known as Company Structures) until you either renew your EBH or cancel your Spotlight Pages (formerly known as Company Structures). Indeed is a reseller of Glassdoor programs and services, and all invoice and payment processing for such programs and services shall be undertaken by Indeed and subject to Indeed’s [Privacy Policy](#).
- c. **EBH Subscription Cancellation:** You may cancel your participation in CMPP, EP, or EBH at any time by notifying Indeed. Such cancellation is generally effective at the beginning of the next calendar month; except as otherwise indicated on your IO. For any EBH annual subscription that automatically renews, if you have prepaid for an annual subscription then cancellation is effective immediately and Indeed will provide a prorated refund of the unused subscription term, which may include any discounts as applicable. Except as otherwise indicated on your IO, annual subscriptions will not automatically renew. If you purchase an EBH annual



subscription that automatically renews, you acknowledge and agree that your subscription will automatically renew and Indeed will charge you on a recurring basis until you cancel your subscription and such cancellation goes into effect, which may not be until the next billing cycle. Except to the extent a different cancellation method is specifically indicated on your IO, to cancel your EBH annual subscription auto renewal without incurring any charges, email your sales representative and renewals@glassdoor.com no later than 30 days prior to your renewal date.

- 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. **Indeed Connect:** Indeed may offer some Employers with Indeed Connect benefits (at Indeed’s sole discretion), based on the Employer’s level of Indeed Apply integration. This program may be changed or removed at any time without notice.
- f. **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 in advance. You cannot terminate the IO or 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:** Indeed offers Candidate Summaries, using information from both the Job Seeker and your Job Description. These summaries are not employment recommendations. Employers must review the full application and not base employment decisions solely on summaries. Indeed may verify Job Seeker skills or certifications, but does not guarantee accuracy of these verifications. Employers are responsible for verifying information on the Site. Indeed may offer functionality that groups candidates based on whether they meet or may meet Employers’ criteria, based on text in their resumes or answers to screener questions. In all cases, Employers can view any applicant at any time,



and Indeed makes no decisions about any applicant. 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 any Indeed-provided functionality, summary, score, or other 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.

- 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 AGREE TO DEFEND AND INDEMNIFY INDEED AND HOLD INDEED HARMLESS FOR ANY AND ALL LOSSES, CLAIMS (INCLUDING THIRD PARTY AND DIRECT CLAIMS), ACTIONS, SUITS, DEMANDS, DAMAGES, JUDGMENTS, SETTLEMENTS, LIABILITIES, AND COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR RELATED TO THE RECORDING OF VIRTUAL COMMUNICATIONS, INCLUDING INTERVIEWS.
- 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 agree to defend and indemnify Indeed for any losses, claims (including third party and direct claims), actions, suits, demands, damages, judgments, settlements, liabilities, and costs and expenses (including



attorneys' fees and costs) arising out of or related to the breach of the foregoing sentence.

8. *Browser Extension (Beta)*

- a. **General:** As part of the services described in these Terms, Indeed may offer Employers a browser extension (e.g., for Chrome or Microsoft Edge). The "Indeed Talent Scout Browser Extension" is designed to facilitate access to certain Site features, programs, or services directly from an Employer's ATS through the Talent Scout Browser Extension ("Extension").
- b. **Disclaimer:** The Extension is in Beta and subject to our Beta Program terms, has limited availability, and features may only work with certain ATSs. It is offered "as is" without warranty, and we are not liable for damages or issues arising from its use, including in relation to third-party sites or API usage. Indeed does not control any ATS, website, or browser with which the Extension interacts, and your use of such third party sites and services is at your own risk and subject to their applicable terms and conditions.
- c. **Restrictions:** You agree to use the Extension only for its intended purpose and in compliance with these Terms and applicable laws. Your use is subject to all Indeed rules, guidelines, policies, and other terms and conditions made available to you. This includes those available on the Site, such as our Site Rules, and any FAQ or information page(s) provided by Indeed, any or all of which may be modified at any time.
- d. **Collection and Processing of Data:** The Extension permits Employers to access certain Site features, programs, and services from an Employer's ATS. To provide its services, the Extension interacts with certain web pages (like pages within your Employer ATS) that you visit. **If you do not want the Extension to interact with or access those certain web pages, do not use the Extension.** It is your sole responsibility to permit or deny the Extension access.

When using Site features, programs, and services accessed through the Extension, you agree to your activities, communication, materials, and User Content (including on your ATS) being recorded, processed, analyzed, reviewed, and stored (including via automated means) for data analysis, quality control, enforcement of the Sites' rules and other Indeed policies, content moderation, and to improve the Extension, the Site or any other Indeed program or service. To achieve these



purposes, we use such data about your particular activity, communication, and materials to develop, train, build, and use statistical models, including artificial intelligence and machine learning models. In accordance with Indeed's [Data Processing Agreement](#) and as allowed by applicable laws, we may use Indeed Job Seeker data to improve our services, including by developing, training, fine-tuning, building, and using artificial intelligence, including statistical and machine learning models.

Indeed also uses vendors as an extension of the Site and the Extension to collect, record, process, analyze, and store activity and communication data and User Content to help Indeed achieve the aforementioned purposes. **If you disagree with any part of these terms, do not use the Extension.**

By installing the Extension, you agree to Indeed's collection of data relating to your visit to third party sites, as described in Indeed's [Privacy Policy](#) and [Cookie Policy](#).

9. Payments & Termination

- a. **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.
- b. **Termination:** Indeed may terminate any agreement or IO with you at any time, for any or no reason in Indeed's sole discretion.

Section C: 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. Visit the [Employer Help Center](#) to learn more about our free job ad policy. 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. You are responsible for paying all expenses and attorney fees Indeed incurs collecting late amounts. 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. **EBA, formerly known as Indeed Targeted Ads:** EBA may be sponsored (generally Pay Per Impression), and Indeed may in its sole discretion include EBA at no additional cost when you sponsor a Job Ad. EBA are also provided on the Glassdoor platform, and subject to the [Glassdoor Terms of Use](#), except that these Indeed Ads Program Terms will govern in the event of a conflict. By using EBA, you agree



to the [Glassdoor Terms of Use](#).

- 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 agree to defend and indemnify Indeed from any losses, claims (including third party claims and direct claims), actions, suits, demands, damages, judgments, settlements, liabilities, and costs and expenses (including attorneys' fees and costs) arising out of or related to your use of tracking pixels.
- 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.

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 dialling 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. Indeed reserves the right to cancel any subscription at any time and for any or no reason. Except for plans in India, if you purchase a subscription or plan, you acknowledge and agree that your subscription or plan will automatically renew and Indeed will charge you on a recurring basis until you cancel your subscription or plan and such cancellation



goes into effect, which may not be until the next billing cycle. Pausing your subscription or plan does not cancel it. Your subscription will continue to automatically renew after being unpaused. 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 automatically 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. PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODIC ALLOTMENTS UNDER THE APPLICABLE RESUME SUBSCRIPTION OR PLAN. 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. **Plans in India:** If you purchase a new plan in India during the duration of your current plan, the new plan will begin after your current plan ends. If you have a plan in India, you agree that adding seats to the plan does not add additional contacts to the subscription plan; if you add a seat on a day after the subscription plan has started, the price you pay for that seat is prorated, however, the number of contacts remains unaffected. For plans in India, once the time period on your subscription plan expires, so will any remaining contacts; no unused contacts will carry over to your new plan.
- 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.

3. Indeed APIs and Plugins

This section has been intentionally removed as not applicable to the Employer.

4. Career Services

This section has been intentionally removed as not applicable to the Employer.

5. Indeed Pro (Beta)

This section has been intentionally removed as not applicable to the Employer.

6. Mock Interviews (Beta)

This section has been intentionally removed as not applicable to the Employer.

7. Indeed Career Scout (Beta)

This section has been intentionally removed as not applicable to the Employer.

8. Indeed Talent Scout (Beta)

- a. **General:** If you access or use Indeed Talent Scout (“Talent Scout”), in addition to the general Terms of Service, you agree to be bound by these Talent Scout Terms, the terms associated with any Indeed service or program you are using or accessing through Talent Scout, and the [Terms of Service for Employers](#). You also acknowledge our [Privacy Policy](#) and [Cookie Policy](#).

Talent Scout uses artificial intelligence and machine learning models (including third-party large language models) to provide AI-powered support to assist Employers with their hiring needs, including assisting with optimizing job posts, identifying candidates based on Employer job requirements and queries, and providing candidate summaries. Certain features are accessible only by



subscription.

- b. **Disclaimer:** Talent Scout is in Beta and subject to our Beta Program terms. It is offered in limited quantities and locations and “as is” without warranties of any kind. Talent Scout may not always generate accurate, complete, or reliable responses. While Indeed takes steps to help ensure accuracy and appropriateness of the content and information generated by or through Talent Scout, as with all AI services, Talent Scout may make mistakes. You are solely responsible for reviewing the suitability of such content and information. Indeed is not responsible and disclaims all liability for actions taken or not taken based in whole or in part on any information you receive in connection with your use of Talent Scout.
- c. **No Decisions:** You agree that Indeed is not your agent and that Indeed is not an employment agency (or any other type of agent) by providing Talent Scout. You further agree that Talent Scout is not a decision-making system and you will not use it as such. In providing Talent Scout, Indeed does not have or accept authority to act or make employment decisions on your behalf. Talent Scout makes no decisions, determinations, or automated decisions without human review that might produce legal or similar significant effects on applicants, including affecting applicants’ rights, status, or opportunities.
- d. **Your Responsibilities:** You as the Employer can review all applications to your job at any time in your ATS or Employer Dashboard, and you are solely responsible for your screening and hiring decisions. You agree to use Talent Scout with appropriate human review. You accept sole responsibility for ensuring that your use of Talent Scout complies with all applicable laws, rules, regulations, including these Talent Scout Terms. 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 further acknowledge that you are solely responsible for offering alternative methods of screening, if so required by the Americans with Disabilities Act or any similar law. **You are solely responsible for clearly indicating that reasonable accommodations are available, for providing an appropriate method for Job Seekers seeking reasonable accommodations to contact you in your job ad, for engaging with and responding to any requests for accommodation, and providing information about how to request an accommodation to Job**

Seekers.

- e. **Record Retention:** You are responsible for your own compliance with any applicable recordkeeping laws and regulations. Indeed has no obligation to store, and does not guarantee storage of, any of the information processed through Talent Scout, except as required by law.
- f. **Collection and Processing of Data:** When using Talent Scout, you agree to your activities, communication, materials, and User Content on or through Talent Scout (and your ATS when using Talent Scout through your ATS) being recorded, processed, analyzed, reviewed, and stored, including via automated means, for data analysis, quality control, enforcement of the Sites' rules and other Indeed policies, content moderation, and to improve Talent Scout, the Site or any other Indeed program or service. We use such data about your activities, communication, materials, and User Content to develop, train, build, and use statistical models, including artificial intelligence and machine learning models. Indeed also uses vendors as an extension of the Site to collect, record, process, analyze, and store activity and communication data, and User Content. In accordance with Indeed's Data Processing Agreement and as allowed by applicable laws, we may use Client Personal Data to improve our services, including by developing, training, fine-tuning, building, and using artificial intelligence, including statistical and machine learning models. **If you disagree with any part of these terms, do not use Talent Scout.**

Employers, their representatives or someone acting on their behalf or authority (such as recruitment management services or agencies) agree that Indeed may process Client Personal Data in accordance with Indeed's Data Processing Agreement, and instruct Indeed to process such information on their behalf, when using Talent Scout on or through their ATS.

- g. **AI-Generated Content:** Talent Scout may make available content created in whole or in part by an algorithm (including "artificial intelligence" and machine learning algorithms), which may be generated in response to information you provide through the Site or Talent Scout. AI-Generated Content may include template job descriptions, recommendations, messages, or highlights/summaries. The use of AI-Generated Content is a rapidly evolving field of study and we are working to improve our use of AI-Generated Content to make it more accurate, reliable, safe, and beneficial. AI-Generated Content may be generated in whole or in part by third-party service providers. We do not control or own these third-party models



and disclaim liability for their performance, accuracy, or availability.

Use of AI-Generated Content is entirely at your own risk. AI-Generated Content may not accurately reflect real people, places, or facts. You must evaluate AI-Generated Content for accuracy and appropriateness for your use case, including using human review as appropriate, before using or sharing AI-Generated Content generated through Talent Scout. By generating or using AI-Generated Content (for example, by providing content to the Site or Talent Scout for the purpose of generating AI-Generated Content, or by adding AI-Generated Content to a job description or message), you adopt, confirm, and ratify it, and you become the speaker of that content for all purposes. You agree that Indeed provides an interactive computer service and shall not be treated as the publisher or speaker of AI-Generated Content, which is generated by a machine-learning model and may be provided by a third party.

You acknowledge and agree that neither Talent Scout nor Indeed's AI-Generated Content are empowered to enter into, or make any changes to, any agreements on behalf of Indeed and that any decisions or actions taken by such offerings are not legally binding. Further, you agree that Indeed is not obligated to honor any expectations raised or commitments made by Talent Scout if they are inconsistent with Indeed's policy and are not expressly offered elsewhere on the Site.

- h. **Restrictions and Prohibited Uses:** You agree to use Talent Scout only for its intended purpose. You agree not to rely on Talent Scout as the sole or most important or substantial factor in your screening or hiring decisions. You shall not use Talent Scout as a substitute for human discretion and review.

You shall not use Talent Scout for any directly or indirectly illegal, discriminatory, fraudulent purpose, or unethical purpose. You agree not to use Talent Scout to engage in unlawful activities, generate or disseminate harmful, offensive, or misleading content, generate or disseminate financial, legal, or medical advice, or attempt to manipulate, exploit, or interfere with Talent Scout or other Indeed Services. You agree not to use Talent Scout for adversarial, abusive, or other harmful purposes, including testing Talent Scout to exploit vulnerabilities or misusing outputs to create misleading, illegal, or harmful content or actions. You agree that you will not reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any source code or any portion of Talent Scout.



- i. **Intellectual Property:** Talent Scout is owned by or otherwise licensed by Indeed. You agree that you do not have any intellectual property rights in Talent Scout or any models. You acknowledge that due to the nature of artificial intelligence and machine learning, we may generate the same or similar AI-Generated Content for third parties. As between you and Indeed, you own intellectual property rights for your inputs to generate AI-Generated Content. To the extent recognized by applicable law, you own intellectual property rights for AI-Generated Content generated specifically in response to your input of original content (like job descriptions or messages you generate). You also agree that your inputs and AI-Generated Content that is generated specifically in response to your inputs are considered User Content and are governed by our Terms on User Content.
- j. **Termination and Modification:** Unless otherwise stated in an agreement with Indeed, you may terminate use of Talent Scout at any time by ceasing your use of Talent Scout and deleting Talent Scout from your ATS.

Indeed may change, suspend, or discontinue Talent Scout (or any portion or feature) or your access thereto for any reason and at any time without liability or other obligation to you. Indeed may cancel these Talent Scout Terms at any time, with or without notice. Indeed may modify these Talent Scout Terms, provided the modified Terms are effective upon reasonable notice to you, and your continued use of Talent Scout after receiving notice of the modification(s) constitutes acceptance of the updated Talent Scout Terms. Further, upon reasonable notice, Indeed may, in its sole discretion and at any time, end free use of Talent Scout and begin to charge Employers to use Talent Scout as a standalone service or in conjunction with another Indeed program or service.

Upon termination of the Talent Scout Terms or your use of Talent Scout, your license to access or use Talent Scout immediately expires.

9. Indeed AI Recruiting Summaries (Beta)

- a. General: If you access or use Indeed AI Recruiting Summaries, including through Advanced Screening or Smart Screening (“AI Recruiting Summaries”), in addition to the general Terms of Service, you agree to be bound by these AI Recruiting Summaries Terms and the [Terms of Service for Employers](#). You also acknowledge our [Privacy Policy](#) and [Cookie Policy](#).

AI Recruiting Summaries uses artificial intelligence and machine learning models



(including third-party large language models) to support Employer hiring needs, including by providing a match score and summaries based on your job criteria; providing AI generated follow-up questions based on your job criteria for applicants to answer using video, audio, or text-based responses (this feature is currently named “AI Recruiter” which feature name may be subject to change from time to time as may be shown on the Site); providing optional license verification (via public state licensing boards) for certain health care professions; and optional automated messaging tools. To enhance platform trust and account security and to deter bot-like activity, Indeed offers Job Seekers using certain features in certain locations the option to validate their identity through a third-party provider (free of charge). This process is strictly for identity authentication, and you should not use identity validation information for any other purpose. Indeed and Employers do not access the data provided to the third party. Choosing to share the identity results with Indeed and Employers is entirely at the Job Seeker’s discretion.

You can choose to enable AI Recruiting Summaries for certain jobs as indicated on the Site. By enabling AI Recruiting Summaries, candidate applications you receive will appear in your Indeed Employer Dashboard, your screener questions will sync to Indeed from your ATS, and responses to your voluntary demographic questions will be routed to your ATS. Unless you have integrated with Indeed’s disposition sync API, any changes you make on Indeed to the status of your applications will not automatically appear in your ATS, just as changes you make in your ATS will not automatically appear on Indeed. AI Recruiting Summaries may take up to two hours to activate. Applications received prior to activation will only be visible in your ATS and cannot be managed on Indeed. For every job for which you enable AI Recruiting Summaries, you request Indeed to include an AI-powered match score and summary with each candidate application delivered to you, and you request Indeed to generate AI Recruiter questions for your job applicants based on your job criteria so that you can get to know your applicants better. You can update your screening criteria for any job using AI Recruiting Summaries, and your updates will be used to generate candidate summaries. If you wish for those updates to be reflected in your Job Ad, you must separately update your Job Ad. You may have the ability to review and edit AI Recruiter generated questions. You can access the candidate’s Recruiter responses and a summary thereof. AI Recruiter is automatically enabled for jobs for which you enable AI Recruiting Summaries, but you can turn off AI Recruiter or AI Recruiting Summaries at any time in your Employer Dashboard. Each applicable Job Ad will include a notice to Job Seekers that your job uses Indeed to provide AI summaries.



- b. **Disclaimer:** AI Recruiting Summaries is in Beta and subject to our Beta Program terms. It is offered in limited quantities and locations and “as is” without warranties of any kind. AI Recruiting Summaries may not always generate accurate, complete, or reliable content. While we take steps to help ensure accuracy, appropriateness and fairness of the content and information generated by or through AI Recruiting Summaries, as with all AI services, AI Recruiting Summaries may make mistakes. You are solely responsible for reviewing the suitability of such content and information, and your use of AI Recruiting Summaries is not a substitute for human discretion and review. Indeed is not responsible and disclaims all liability for liability for actions taken or not taken based in whole or in part on any information you receive in connection with your use of AI Recruiting Summaries.
- c. **No Decisions:** Indeed provides AI Recruiting Summaries solely as a tool for you to use as you see fit, and Indeed does not have authority to make employment decisions on your behalf without your consent. You agree that AI Recruiting Summaries is not a decision-making system about applicants.
- d. **Your Responsibilities:** Review Job Ads that you enroll in AI Recruiting Summaries in your Indeed Employer Dashboard. You as the Employer can review all applications to your job at any time in your ATS or Employer Dashboard, and you are solely responsible for your screening and hiring decisions including any actions that you decide to automate based on scores. You agree to use AI Recruiting Summaries with appropriate human review.

You accept sole responsibility for ensuring that your use of AI Recruiting Summaries complies with all applicable laws, rules, regulations, including these AI Recruiting Summaries Terms. You are responsible for ensuring that your selection criteria are job-related and consistent with business necessity, for selecting alternative criteria when appropriate, and that you do not screen out people with disabilities or members of any protected category under the law. You agree that you shall: i) review Job Seeker application materials holistically; ii) consider recommendations such as scores, or AI Recruiter responses, each as only one of multiple factors in Job Seeker selection; and iii) maintain meaningful human involvement in all employment decisions.

You shall be responsible for handling reasonable accommodation requests as required by the Americans with Disabilities Act (ADA) and similar laws. Indeed



reserves the right to offer Job Seekers alternative screening methods in the event a Job Seeker needs an accommodation related to specific tools, such as the AI Follow-Up tool. Indeed may also transmit accommodation requests from Job Seekers to you as the Employer, or Indeed may provide Job Seekers with your contact information so that the Job Seeker may contact you independently regarding their request. Regardless of whether Indeed offers its own accommodation to Job Seekers, **you as the Employer shall be solely responsible for handling any accommodation request directed to you, as required by law.**

You shall provide Indeed with dedicated and current contact information (email address, phone number, or public URL contact form) to which Job Seekers (or Indeed on behalf of Job Seekers) may submit accommodation requests under applicable laws. Once a request is submitted, you agree to promptly engage with the Job Seeker and resolve the accommodation request in a timely manner.

- e. **Record Retention:** You are responsible for your own compliance with any applicable recordkeeping laws and regulations. Indeed has no obligation to store, and does not guarantee storage of, any of the information processed through AI Recruiting Summaries, except as required by law. You agree to maintain records of accommodation requests submitted to you with respect to AI Recruiting Summaries, and you agree to provide reasonable documentation of the resolution of such accommodation requests upon request of Indeed.
- f. **Collection and Processing of Data:** When using AI Recruiting Summaries, you agree to your activities, communication, materials, and User Content on or through AI Recruiting Summaries (and your ATS when using AI Recruiting Summaries through your ATS) being recorded, processed, analyzed, reviewed, and stored, including via automated means, for data analysis, quality control, enforcement of the Sites' rules and other Indeed policies, content moderation, and to improve AI Recruiting Summaries, the Site or any other Indeed program or service. We use such data about your activities, communication, materials, and User Content to develop, train, build, and use statistical models, including artificial intelligence and machine learning models. We also use vendors as an extension of the Site to collect, record, process, analyze, and store activity and communication data and User Content in furtherance of the aforementioned purposes. In accordance with Indeed's [Data Processing Agreement](#) and as allowed by applicable laws, we may use Client Personal Data to improve our services, including by developing, training, fine-tuning, building, and using artificial intelligence, including statistical and machine learning models. **If you disagree**



with any part of these terms, do not use AI Recruiting Summaries.

Employers, their representatives or someone acting on their behalf or authority (such as recruitment management services or agencies) agree that Indeed may process Client Personal Data in accordance with Indeed's [Data Processing Agreement](#), and instruct Indeed to process such information on their behalf, when using AI Recruiting Summaries on or through their ATS.

- g. **Restrictions and Prohibited Uses:** You agree to use AI Recruiting Summaries only for its intended purpose and in accordance with our [Site Rules](#) and our Terms governing [AI-Generated Content](#).

You shall not use AI Recruiting Summaries for any directly or indirectly illegal, discriminatory, fraudulent purpose, or unethical purpose. You agree not to use AI Recruiting Summaries to engage in unlawful activities, generate or disseminate harmful, offensive, or misleading content, generate or disseminate financial, legal, or medical advice, or attempt to manipulate, exploit, or interfere with AI Recruiting Summaries or other Indeed services. You agree not to use AI Recruiting Summaries for adversarial, abusive, or other harmful purposes, including testing AI Recruiting Summaries to exploit vulnerabilities or misusing outputs to create misleading, illegal, or harmful content or actions. You agree that you will not reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any source code or any portion of AI Recruiting Summaries.

- h. **Termination and Modification:** Unless otherwise stated in an agreement with Indeed, you may terminate use of AI Recruiting Summaries at any time by ceasing your use of AI Recruiting Summaries and turning off AI Recruiting Summaries from jobs in your Employer Dashboard.

Indeed may change, suspend, or discontinue AI Recruiting Summaries (or any portion or feature) or your access thereto for any reason and at any time without liability or other obligation to you. Indeed may cancel these AI Recruiting Summaries Terms at any time, with or without notice and without liability. Indeed may modify these AI Recruiting Summaries Terms, provided the modified Terms are effective upon reasonable notice to you, and your continued use of AI Recruiting Summaries after receiving notice of the modification(s) constitutes acceptance of the updated AI Recruiting Summaries Terms. Further, upon reasonable notice, Indeed may, in its sole discretion and at any time, end free use



of AI Recruiting Summaries and begin to charge Employers to use AI Recruiting Summaries as a standalone service or in conjunction with another Indeed program or service.

If you purchase Advanced Screening, you may cancel your subscription at any time by notifying the Indeed contact identified in your IO. Your cancellation is effective on the first day of the next calendar month after we receive your cancellation notice. You will continue to have access to the service and charged your regular monthly fee until the cancellation goes into effect.

Upon termination of the AI Recruiting Summaries Terms or your use of AI Recruiting Summaries, your license to access or use AI Recruiting Summaries immediately expires.

10. Indeed Academy

This section has been intentionally removed as not applicable to the Employer.

Section D: 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.

To the fullest extent permitted by law, Indeed disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, operability, or availability of information on or linked from the Site (including Job Ads and User Content), whether paid or free. Indeed is not responsible for deletion, storage failure, mis-delivery, or untimely delivery of any information, emails, attachments, or material (including User Content). Indeed does not guarantee the Site will be error-free, safe, or secure, and disclaims responsibility for harm from downloading or accessing information on the Site or linked third-party sites. Under no circumstances is Indeed liable for your use or misuse of, or reliance on, the Site or any linked third-party sites or services.

Indeed further disclaims all liability for technical malfunctions of the Site, including telephone network or service failures, computer systems, servers, providers, equipment, software, email delivery failures, account login issues, or other Services due to technical problems or traffic congestion on the internet or third-party websites (like ATSS). This includes injury or damage to your or others' computer, mobile device, or hardware/software related to using or downloading Content. Indeed is not responsible for loss or damage to content, personal injury, or death resulting from use of the Site, Services, User Content, or third-party applications/websites/software/content, or user interactions.

Indeed reserves the right to limit or terminate Services and Site access in specific countries/regions due to war, political upheaval, uncertainty, epidemic, pandemic, riot, insurrection, national/regional emergency, terrorism, or civil disorder.

Indeed and its affiliates and licensors are not liable for delays or failures caused by circumstances beyond their 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.

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



INDEED AND ITS AFFILIATES AND ITS AND THEIR THIRD-PARTY LICENSORS ALSO DISCLAIM WARRANTIES FOR SERVICES/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/DAMAGES CONNECTED TO ANY CLAIMS YOU HAVE AGAINST THIRD PARTIES.

YOU DOWNLOAD MATERIAL/DATA THROUGH THE SITE AT YOUR OWN DISCRETION AND RISK AND ARE SOLELY RESPONSIBLE FOR ANY RESULTING DAMAGES 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.

- 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

You agree to indemnify, defend, and hold harmless Indeed, its agents, officers, directors, employees, affiliates, and licensors from any and all losses, claims (including third party and direct claims), damages, actions, suits, demands, judgments, settlements, liabilities, and costs and expenses (including attorneys' fees and costs) arising out of or related to: (a) your breach of the Terms; (b) your or your Users' or End Users' access to, use of, or misuse of the Site, including via an API; (c) any information or data you provide, including your User Content (including AI-Generated Content) or contact information; (d) your violation of any applicable law or the rights of any third party; (e) your use of tracking technology; (f) your loss of, or disclosure of, information gained from using the Site or any Indeed program or service; (g) your actions and processes as an Employer, including application materials, screening, hiring, promotion and demotion processes, decisions and events, and any claims arising from a Job Seeker's progression (or lack thereof) through your hiring process; (h) any claims that your use of the Site or any Indeed program or service, does or did not comply with applicable laws, including data protection laws, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Fair Credit Reporting Act, and similar laws (this includes any claims that Indeed as your agent violated any such laws); (i) the activities of any third-parties you engage to assist you with activities related to your use of the Site; and (j) your use of a Third Party Service. This obligation survives the termination of the Terms and your use of the Site or any Indeed program or service.

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, and trademarks and logos in connection with:

- i. any such User Content,
- ii. any Indeed marketing materials containing or incorporating such User Content, 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.
- 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:** By using the Site, including via an API, you agree that Indeed collects, records, processes, analyzes, and stores (including via automated means) all your activities, interactions, and



communications on or through the Site. 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), you agree to the communication being processed in accordance with this section. 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. To achieve these purposes, we use this data to develop, train, build, and use statistical models, including artificial intelligence and machine learning models. Indeed uses vendors as an extension of the Site to collect, record, process, analyze, and store this data. You authorize Indeed to use this data, User Content, and AI-Generated Content to develop and train AI/machine learning models, without compensation. **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, in its sole discretion, disable any account or restrict your ability to use all or parts of the Site, for any reason 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 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 subscriber to the telephone number entered, 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. 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 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, collection agencies or credit agencies, for the purposes of checking credit, effecting or pursuing payments 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. You waive all claims relating to charges unless claimed within 120 days after the charge (this does not affect your credit card issuer rights).

- c. **Late or Outstanding Payments:** To the extent permitted by law, if you have an unpaid or outstanding invoice or account balance for any Indeed program or service, Indeed reserves the right to suspend or terminate your use of that Indeed program or service as well as any other Indeed program or service, including those Indeed programs and services where you do not have an unpaid invoice or account balance. Indeed may elect to apply (i) penalties for late payment as per the maximum interest permitted by law and (ii) any reasonable expenses and attorney fees Indeed incurs collecting such late payments. You agree to pay (i) penalties for late payment as per contemporaneous US Federal Reserve interest rates plus 10%, or the maximum interest permitted by law, whichever is lower, and (ii) a statutory lump-sum indemnity for recovery cost, if provided for under applicable laws.
- d. **Taxes and Fees:** All charges exclude VAT and all other applicable taxes and government charges. You are solely responsible for withholding tax remittances. Indeed accepts no liability. (If you are in Japan, Japanese consumption tax will apply on the import of all Indeed services.) Additional fees, such as bank transfer fees or credit card payment processing fees, may be imposed by your bank or credit card provider. You are responsible for any such fees.
- e. **Regulatory Fees:** Beginning on January 1, 2026, in certain countries, you will be charged fees of up to 3% of the transaction to cover the increased operating costs of complying with certain local legislation. Fees will be calculated and charged as outlined on this page [About the Digital Service Fee](#). Fees will be added to your invoice subtotal, included as a line item on invoices, and paid or charged to your payment method in the normal course and in accordance with Indeed's billing policies and practices.
- f. **Currency:** If you are located in the United States, you shall pay all charges in US dollars. If your billing address is in India, you shall pay all charges in Indian Rupees. If your billing address is in Brazil, you shall pay all charges in Brazilian



Reais. If your billing address is in the [Asia-Pacific Region](#)*, you shall pay all charges in Singapore Dollars, Australian Dollars, Japanese Yen, or US Dollars. If your billing address is anywhere else, you may be able to pay all charges in the following currencies, which you choose when creating an account: US Dollars, Euros, UK Pounds, Canadian Dollars, Australian Dollars, Swiss Francs, Mexican Pesos, or Japanese Yen. This choice of currencies is subject to Indeed's approval, which may be withheld in Indeed's sole discretion.

- g. **Subscriptions:** If you purchase a subscription, you agree that it will automatically renew and that Indeed will charge you on a recurring basis until you cancel. Pausing a subscription does not cancel it. Your subscription will continue to automatically renew after being unpaused. THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED BILLING CYCLES UNDER THE APPLICABLE SUBSCRIPTION PLAN. 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. 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 refunds for Indeed services only for a period of four (4) months from the date of purchase, at its sole discretion. Notwithstanding the foregoing, Indeed will not provide refunds in case of abuse of our policies, and any and all refunds are ultimately at the sole discretion of Indeed.

9. AI Generated Content (Beta)

- a. **Disclaimers:** Indeed may make AI-Generated Content available on the Site. AI-Generated Content may be generated in whole or in part by third-party service



providers such as OpenAI. This content is subject to our Beta Program. Given the variable nature of this type of content, AI-Generated Content is provided “as is” and Indeed makes no warranty that AI-Generated Content is appropriate, accurate, inoffensive, unbiased, non-infringing, legal, or safe, and disclaims all liability for AI-Generated Content. You acknowledge and agree that none of Indeed’s AI-Generated Content, such as chatbots, are empowered to enter into, or make any changes to, any agreements on behalf of Indeed and that any decisions or actions taken by such offerings are not legally binding. Further, you agree that Indeed is not obligated to honor any expectations raised or commitments made by AI-Generated Content if they are inconsistent with Indeed’s policy and are not expressly offered elsewhere on the Site.

- b. **Your Use of AI-Generated Content:** You are solely responsible for evaluating the accuracy and appropriateness of any AI-Generated Content before using it, including using human review as appropriate. You use AI-Generated Content at your own risk. By generating or using AI-Generated Content (for example, by providing content to the Site for the purpose of generating AI-Generated Content, or by adding AI-Generated Content to a job description or resume), you adopt, confirm, and ratify it, and you become the speaker of that content for all purposes. You agree that Indeed provides an interactive computer service and shall not be treated as the publisher or speaker of AI-Generated Content, which is generated by a machine-learning model and may be provided by a third party. You agree not to use AI-Generated Content for adversarial, abusive, or other harmful purposes, including misusing outputs to create misleading, illegal, or harmful content or testing the functionality to exploit vulnerabilities. Indeed is not responsible and disclaims all liability for actions taken or not taken in connection with your use of AI-Generated Content. To the extent that AI-Generated Content contains personal information, it will be handled by Indeed in accordance with the Indeed [Privacy Policy](#).
- c. **Intellectual Property:** You agree that you do not have any intellectual property rights in any AI offering or any models. You acknowledge that due to the nature of artificial intelligence and machine learning, we may generate the same or similar AI-Generated Content for third parties. As between you and Indeed, you own intellectual property rights for your inputs to generate AI-Generated Content. To the extent recognized by applicable law, you own intellectual property rights for AI-Generated Content generated specifically in response to your input of original content (like job descriptions, cover letters, resumes, or messages you generate). You also agree that your inputs and AI-Generated Content that is generated



specifically in response to your inputs are considered User Content and are governed by our Terms on User Content.

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:** Indeed may, at its sole discretion, suspend or terminate your account, remove your content, or restrict, suspend or terminate your access to any part of the Site, at any time, for any or no reason, without prior notice or liability. Reasons for such action may include a violation of the Terms or Indeed's policies, actions that harm Indeed or its Users or third-parties, violation of applicable law, or for business convenience. We are not obligated to provide a reason for termination.
- 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

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. Arbitration Agreement

This Section D.12 is referred to as the "Arbitration Agreement." This Section applies to all Users located in the United States. Please read it carefully as it affects your legal rights. As a Job Seeker, you may opt out of this Arbitration Agreement by following the process described below in subsection 12(I) ("30-Day Opt-Out Period").

- a. **Applicability of Arbitration Agreement.** Subject to the terms of this Arbitration Agreement, you and Indeed agree that any disagreement, controversy, claim, or legal proceeding or petition of any kind (whether based in contract, tort, statute, regulation, equity, or any other legal or equitable theory) arising out of or relating



in any way to the Site or your interactions with it, any communications you send or receive, any programs or services used, provided, sold, or distributed through the Site, the Terms or prior versions of the Terms, or any aspect of your relationship with Indeed (each, an “Arbitration Dispute”), between you and Indeed or between you and any other User, will be resolved by binding arbitration, rather than in court, except that: (1) you or Indeed may assert claims in small claims court if such claims qualify and remain in small claims court; (2) you or Indeed may assert claims in court or other forums for infringement or other misuse of intellectual property rights or validity of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, or copyrights) but excluding all patent validity, infringement, or licensing Disputes (defined below, in Section D.14(a)) (patent Disputes remain subject to mandatory arbitration); and (3) you may assert claims that by law cannot be subject to a pre-dispute arbitration agreement, including under the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021, unless you voluntarily elect to submit such claims to arbitration. For purposes of this Arbitration Agreement, “Arbitration Dispute” includes Arbitration Disputes that involve facts occurring before the existence of this Arbitration Agreement, unless you notified Indeed of that dispute before accepting the Terms that contain this Arbitration Agreement, as well as Arbitration Disputes that may arise after the termination of your account or relationship with Indeed.

As set out in the prior paragraph, this Arbitration Agreement requires you to arbitrate not only Arbitration Disputes between you and Indeed but also Arbitration Disputes between you and any other User. Additionally, this Arbitration Agreement is expressly intended to bind any third-party beneficiary of this Arbitration Agreement to the greatest extent possible under applicable law.

- b. **Waiver of Jury Trial. YOU AND INDEED HEREBY WAIVE ANY RIGHT TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Indeed are instead electing that all Arbitration Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified above in subsection 12(a) (“Applicability of Arbitration Agreement”). There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.**
- c. **Waiver of Class and Other Non-Individualized Relief. YOU AND INDEED MAY BRING ARBITRATION DISPUTES ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS, AND HEREBY WAIVE ALL RIGHTS TO HAVE ANY ARBITRATION DISPUTE BE BROUGHT, HEARD,**



ADMINISTERED, OR RESOLVED IN ANY FORUM ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this subsection is intended to, nor shall it, affect the terms and conditions under subsection 12(k) ("Mass Arbitration Procedures") below. Notwithstanding anything to the contrary in this Arbitration Agreement, if a final decision, not subject to any further appeal or recourse, determines that the limitations of this subsection 12(c) ("Waiver of Class and Other Non-Individualized Relief") are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Indeed agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in Travis County, Texas. You and Indeed agree that any claims or requests for relief that are severed from an arbitration shall be stayed by the court in which the severed claims or requests for relief are filed, until all claims that remain in arbitration are finally resolved. This subsection does not prevent you or Indeed from agreeing to settlement and settling claims on a class-wide or mass settlement basis.

- d. **Informal Dispute Resolution.** For any Arbitration Dispute that arises between you and Indeed, Indeed is committed to working with you to reach a prompt and mutually beneficial resolution without need for arbitration. You and Indeed agree to participate in good faith informal efforts to resolve Arbitration Disputes before initiating any arbitration ("Informal Dispute Resolution").

To initiate Informal Dispute Resolution, you or Indeed must give notice in writing to the other ("Notice"). The Notice must include: (1) the name, mailing address, phone number, and email address of the initiating party, including the email address(es) associated with all of your Indeed account(s); (2) the name, mailing address, phone number, and email address of the initiating party's counsel, if any; and (3) a description of the Arbitration Dispute, including relevant facts and the specific relief sought. The Notice must also be signed by the party initiating the Arbitration Dispute (i.e., either you personally or an Indeed representative). Your Notice to Indeed must be sent by email to arbitration-disputes@indeed.com or by certified mail or Federal Express (signature required) to the following address: Indeed, Inc., c/o CT Corporation, Attn: Indeed Legal Team, 1999 Bryan Street, Suite



900, Dallas, TX 75201. Indeed will send Notice to your email address or mailing address on file. It is your responsibility to ensure your contact information is correct and up to date.

The Informal Dispute Resolution process lasts 45 days after receipt of a Notice and is a mandatory precondition to commencing arbitration. Arbitration cannot be commenced until the end of the Informal Dispute Resolution period. During this 45-day period, you and Indeed agree to engage in good faith efforts to resolve the Arbitration Dispute. You and Indeed agree that either you or Indeed may ask the other to meet and confer telephonically ("Informal Dispute Resolution Conference") and, if requested, the other agrees to participate in the Informal Dispute Resolution Conference. If you are represented by counsel, your counsel may participate in the Informal Dispute Resolution Conference, but you must also personally participate. The Informal Dispute Resolution Conference shall be individualized, i.e. between you (the individual party identified by name in the Notice) and Indeed, even if the same law firm, group of law firms, or organizations represents multiple parties in similar Arbitration Disputes, unless Indeed and all parties agree otherwise. The statute of limitations and any filing deadlines shall be tolled while you and Indeed engage in Informal Dispute Resolution.

- e. **Arbitration Rules and Procedures.** The Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 *et seq.*, shall govern the interpretation and enforcement of this Arbitration Agreement. The laws of the State of Texas (excluding its conflict-of-law rules) shall govern all other aspects, including substantive rights and obligations, of Arbitration Disputes to the extent consistent with the FAA.

If Informal Dispute Resolution does not resolve satisfactorily within 45 days after receipt of a Notice, you and Indeed agree that any party to the Arbitration Dispute may initiate arbitration. The arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its rules and procedures, including, where applicable, the AAA Mass Arbitration Supplementary Rules, as modified by this Arbitration Agreement. If there is a conflict between this Arbitration Agreement and the AAA Rules, this Arbitration Agreement governs to the extent permitted by the applicable AAA Rules.

– If the Arbitration Dispute arises from or relates to you as a Job Seeker, or is otherwise a consumer dispute, the AAA's Consumer Arbitration Rules and Fees in effect at the time of the arbitration will apply, as supplemented, where applicable, by the AAA Mass Arbitration Supplementary Rules. The AAA Consumer Arbitration



Rules are currently available

at https://www.adr.org/media/yawntdvs/2025_consumer_arbitration_rules.pdf

f. Additional information, including the AAA's fee schedule and Mass Arbitration Supplementary Rules, are available

at <https://www.adr.org/industries/consumer/#rules-forms-and-fees>.

– If the Arbitration Dispute arises from or relates to you as any type of User other than a Job Seeker, or is otherwise a commercial dispute, the AAA's Commercial Arbitration Rules and Fees in effect at the time of the arbitration will apply, as supplemented, where applicable, by the AAA Mass Arbitration Supplementary Rules. The AAA Commercial Arbitration Rules are available

at https://www.adr.org/media/lwanubnp/2025_commercialrules_web.pdf.

Additional information, including the AAA's fee schedule, is available

at <https://www.adr.org/industries/commercial/#rules-forms-and-fees>.

If the AAA is unavailable to administer the arbitration, you and Indeed will engage in good faith to mutually agree on a different arbitration provider. If you and Indeed cannot agree, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted to appoint a neutral arbitrator who shall act under this Arbitration Agreement with the same force and effect as if such arbitrator had been specifically named herein.

To initiate arbitration, you or Indeed must file your demand for arbitration ("Demand") with the AAA by following the procedures required by the AAA under the applicable rules identified above. Any Demand you send to Indeed must be sent by certified mail or Federal Express (signature required) to the following address: Indeed, Inc., c/o CT Corporation, Attn: Indeed Legal Team, 1999 Bryan Street, Suite 900, Dallas, TX 75201. Indeed will send the Demand to your email address or mailing address on file. It is your responsibility to ensure your contact information is correct and up to date.

If the party requesting arbitration is represented by counsel, the Demand must also include counsel's name, mailing address, phone number, and email address. Such counsel must also sign the Demand. By signing the Demand, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that, consistent with the standards set forth in Federal Rule of Civil Procedure 11(b): (1) the Demand is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and



other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. If, after notice and a reasonable opportunity to respond, the arbitrator determines that any standard set forth in Federal Rule of Civil Procedure 11(b) has been violated, the arbitrator may impose an appropriate sanction on any attorney, law firm, or party that violated the standard or is responsible for the violation, including an award of attorneys' fees and costs.

Unless you and Indeed agree otherwise, or unless the Mass Arbitration procedures discussed below in subsection 12(k) ("Mass Arbitration Procedures") are triggered, the arbitration, including any in-person arbitration hearing, will be conducted in the county where you reside.

Nothing in this Arbitration Agreement prevents or excuses you or Indeed from exhausting administrative remedies by filing any charges or complaints required by any governmental agency (including the Equal Employment Opportunity Commission or similar state or local agency) before bringing an Arbitration Dispute in arbitration.

- f. **Confidentiality.** You and Indeed agree that all materials, documents, and information exchanged during arbitration shall be kept confidential and shall not be shared with anyone except the attorneys, accountants, business advisors, or insurance providers or representatives of the parties to the Arbitration Dispute, provided that each such recipient agrees to maintain the confidentiality of all such materials, documents, and information.
- g. **Offer of Judgment.** You and Indeed agree that at least 14 days before the date set for an arbitration hearing, any party may serve an offer in writing upon the other party to allow judgment on specified terms. If the offer made by one party is not accepted by the other party, and the other party fails to obtain a more favorable award, the other party shall not recover any post-offer costs to which they otherwise would be entitled and shall pay the offering party's costs from the time of the offer.



- h. **Arbitrator.** The arbitrator will be either a retired judge or an attorney in good standing from the AAA's roster of arbitrators.
- i. **Authority of Arbitrator.** The arbitrator shall have exclusive authority to resolve any disputes regarding the interpretation, applicability, enforceability, revocability, scope, or validity of this Arbitration Agreement or any part of this Arbitration Agreement, except that only a court of competent jurisdiction (and not an arbitrator) shall have the exclusive authority to resolve any disputes regarding subsection 12(c) ("Waiver of Class and Other Non-Individualized Relief") or subsection 12(k) ("Mass Arbitration Procedures"), including any argument that all or part of those subsections are unenforceable, illegal, void or voidable, or that those subsections have been breached. The arbitrator shall have the authority to grant motions dispositive of all or part of any Arbitration Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding. Judgment on the arbitration award may be entered in any court having jurisdiction.
- j. **Attorneys' Fees and Costs.** The parties shall bear their own attorneys' fees and costs in arbitration unless otherwise required by applicable law or unless the arbitrator finds that either the substance of the Arbitration Dispute or the relief sought in the Demand was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).
- k. **Mass Arbitration Procedures.** If 25 or more substantially similar Demands are filed against or on behalf of the same party or related parties within a 90-day period and representation of the parties is consistent or coordinated across the cases ("Mass Arbitration"), the following additional procedures shall apply. If the parties disagree as to whether a series of Demands constitutes a Mass Arbitration, the AAA shall decide.
 - i. **Bellwether Arbitrations.** Counsel for each side shall select five Demands for a total of ten Demands to proceed in arbitration in bellwether proceedings to be resolved individually ("Bellwether Arbitrations").
 - ii. **Stay of Non-Bellwether Arbitrations.** All other Demands in the Mass Arbitration ("non-Bellwether Arbitrations") shall be held in abeyance and stayed pending completion of the Bellwether Arbitrations and the global



mediation described below. During the stay, no one is authorized to accept or administer non-Bellwether Arbitrations, and no arbitration costs or fees shall be due other than for the Bellwether Arbitrations.

- iii. Global Mediation. After the Bellwether Arbitrations are completed, the parties agree to engage in a global mediation of all unresolved Demands in the Mass Arbitration (“Global Mediation”).
- iv. Election to Proceed in Court. If the Global Mediation is not successful, any party to the Mass Arbitration may opt out of arbitration and elect to have the remaining claims resolved in court consistent with the waiver set forth above in subsection 12(c) (“Waiver of Class and Other Non-Individualized Relief”). Any such election must be exercised within 45 days of the completion of the Global Mediation.
- v. Batch Arbitrations. If the Mass Arbitration remains unresolved 45 days after the completion of the Global Mediation, then the AAA shall: (1) administer the remaining Demands in batches of 100 Demands per batch (or, if there are less than 100 Demands, then a batch consisting of the remaining Demands); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one procedural calendar, one final merits hearing (if any) to be held by videoconference, and one final award, which will provide for any and all relief to which the arbitrator determines each individual party is entitled. The AAA shall administer all batches concurrently, to the greatest extent possible.
- vi. Tolling. For any Demand subject to these Mass Arbitration procedures, any applicable statute of limitations shall be tolled from the date the Demand is filed and shall remain tolled until either a party opts out of arbitration pursuant to subsection 12(k)(iv) (“Election to Proceed in Court”) above or, if no party opts out, 45 days after the completion of the Global Mediation.
- vii. Streamlined Discovery. Any party shall be authorized to designate and rely on written discovery responses or deposition testimony from one arbitration proceeding in other arbitration proceedings in lieu of responding to substantially similar discovery requests and deposition questions in substantially similar proceedings.



You and Indeed agree that Demands are “substantially similar” if they arise out of or relate to the same event(s) or factual scenario and raise the same or similar legal issue(s). You and Indeed agree to cooperate in good faith with the AAA to implement the Mass Arbitration procedures, as well as any steps to minimize the time and costs of arbitration. This subsection 12(k) (“Match Arbitration Procedures”) shall in no way be interpreted as authorizing or creating a class, collective, or representative arbitration or action.

- I. **30-Day Opt-Out Period.** As a Job Seeker, you may opt out of this Arbitration Agreement for your Job Seeker account(s) by sending a written opt-out notice (“Opt-Out Notice”) to Indeed. To be effective, you must send your Opt-Out Notice within 30 days after first accepting Terms that contain this Arbitration Agreement and you must use one of the following two methods: (1) complete the [Opt-Out Notice form](#) by providing all information required on the form and email it to arbitration-opt-out@indeed.com; or (2) send an email to arbitration-opt-out@indeed.com that includes, in the following order, (a) a statement that “I am writing to provide notice that I’m opting out of the Arbitration Agreement in Indeed’s Terms of Service”, (b) your full name, (c) your mailing address, (d) your phone number, (e) all email address(es) associated with the Job Seeker account(s) for which you are opting out, and (f) the date of your Opt-Out Notice. You must send your Opt-Out Notice from an email address associated with a Job Seeker account that belongs to you and for which you are opting out. You may only opt out of your own personal Job Seeker account(s) and cannot do so for any other individual.

If you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any arbitration agreements that you may already have with Indeed, which will remain in effect, and has no effect on any arbitration agreements with Indeed you may enter in the future.

- m. **Severability.** Except as provided above in subsection 12(c) (“Waiver of Class and Other Non-Individualized Relief”), if any part or parts of this Arbitration Agreement are found under the law by either an arbitrator or a court of competent jurisdiction 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 this Arbitration Agreement shall continue in full force and effect.



- n. **Statute of Limitations.** You and Indeed agree that all applicable statutes of limitation will apply to arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction, adjusted for the tolling provided for above in subsection 12(d) (“Informal Dispute Resolution”) and, if applicable, subsection 12(k) (“Mass Arbitration Procedures”), or it will be forever time barred.
- o. **Modification.** If Indeed makes any future material modification to this Arbitration Agreement, Indeed will notify you at least 14 days in advance and such modification will not apply to Arbitration Disputes that have arisen before the date the modification goes into effect or that are known to you or Indeed before that date.
- p. **Survival.** This Arbitration Agreement survives any termination of your account or relationship with Indeed.

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
	Located in Japan	Indeed Japan K.K.	6th Floor, Sumitomo Fudosan Azabujuban Bldg. 1-4-1, Mita, Minato-ku, Tokyo 108-0073, Japan
	Located outside of the United States or Japan	Indeed Ireland Operations Limited	Block B, Capital Dock, 80 Sir John Rogerson’s Quay, Dublin 2, D02 HE36, Ireland
Employer	Located in Brazil	Indeed Brasil Pesquisa de Empregos Ltda.	Rua São Bento, 365, conj. 145, sala 2, Centro, São Paulo/SP, CEP: 01011-903, Brasil
	Located in United States	Indeed, Inc.	Indeed Tower 200 West 6th Street, Floor 36, Austin, TX 78701, USA



Located in India	Indeed India Operations (Pte.) Ltd. (“Indeed India”)	10th Floor, Skyview 10, Survey No. 83/1, Raidurg (Panmaktha) Village, Rangareddi, Hyderabad – 500081, Telangana, India
Located in Asia-Pacific Region*	Indeed Singapore Operations (Pte.) Ltd.	10 Collyer Quay #24-01/05, Ocean Financial Centre, Singapore 049315
Located in Japan	Indeed Japan K.K.	6th Floor, Sumitomo Fudosan Azabujuban Bldg. 1-4-1, Mita, Minato-ku, Tokyo 108-0073, Japan
Primarily supported by Indeed’s United Kingdom office (regardless of Employer location)	Indeed UK Operations Ltd.	Ground Floor, 20 Farringdon Road, London EC1M 3HE, United Kingdom
Primarily supported by Indeed’s France office (regardless of Employer location)	Indeed France SAS	29 Rue de Berri, Washington Plaza – 4th floor, 75008 Paris, France
Primarily supported by Indeed’s Canada office (regardless of Employer location)	Indeed Canada Corp.	1741 Lower Water Street, Suite 600, Halifax, NS B3J 0J2, Canada
Primarily supported by Indeed’s Italy office (regardless of Employer location)	Indeed Italy S.r.l.	Piazza Filippo Meda 3, Milano, CAP 20121, Italy
Primarily supported by Indeed’s Germany office (regardless of Employer location)	Indeed Deutschland GmbH	Theo-Champion-Straße 2, 40549 Düsseldorf, Germany
Location or primary support office elsewhere	Indeed Ireland Operations Limited (“Indeed Ireland”)	Block B, Capital Dock, 80 Sir John Rogerson’s Quay, Dublin 2, D02 HE36, Ireland

*For the purposes of the Terms, the “Asia-Pacific Region” is defined as the following countries and territories: American Samoa, Antarctica, Australia, Bangladesh, Bhutan, Brunei, Cambodia, China, Christmas Island, Cocos Islands, Cook Islands, East Timor, Fiji, French Polynesia, French Southern Territories, Guam, Heard Island and McDonald Islands, Hong Kong, Indonesia, Kiribati, Laos, Macao, Malaysia, Maldives, Marshall Islands, Micronesia, Mongolia, Myanmar, Nauru, Nepal, New Caledonia, New Zealand, Niue, Norfolk Island, Northern Mariana Islands, Pakistan, Palau, Papua New Guinea, Philippines,



Pitcairn, Samoa, Singapore, Solomon Islands, South Georgia and the South Sandwich Islands, South Korea, Sri Lanka, Taiwan, Thailand, Tokelau, Tonga, Tuvalu, Vanuatu, Vietnam, Wallis and Futuna.

14. Governing Law, Venue and Waiver Provisions

- a. **Governing Law and Venue:** The governing law for the Terms and any disputes arising out of or in connection with the Terms or related in any way to the Site (“Dispute”), and the venue for any Dispute will be as follows:
- i. If you are located in the **United States**, The Federal Arbitration Act (FAA) shall govern the interpretation and enforcement of the Arbitration Agreement in Section D.12, above. The laws of the State of Texas (excluding its conflict-of-law rules) shall govern all other aspects of these Terms, including Disputes and Arbitration Disputes subject to the Arbitration Agreement (to the extent consistent with the FAA). To the extent that a Dispute is not covered by the Arbitration Agreement in Section D.12, it shall proceed before the state or federal courts located in Travis County, Texas, and both you and Indeed submit to the exclusive personal jurisdiction of those courts (except for small claims court actions which may be brought in the county where you reside).
 - ii. If you are located in **Japan**, the Terms and any Disputes will be governed as to all matters, including the validity, construction and performance of the Terms, by and under the laws of Japan without giving effect to conflicts of law principles thereof. Any and all actions, lawsuits, or other legal proceedings related to such Dispute shall be filed only in courts located in, and each of the Parties hereby consent to the exclusive personal jurisdiction of the courts located in: Tokyo, Japan.
 - iii. If you are an **Employer located in Brazil**, the Terms and any Disputes will be governed as to all matters, including the validity, construction and performance of the Terms, by and under the laws of the Federative Republic of Brazil without giving effect to conflicts of law principles thereof. Any and all actions, lawsuits, or other legal proceedings related to such Dispute shall be filed only in courts located in, and each of the Parties hereby consent to the exclusive personal jurisdiction of the courts located in: São Paulo, state of São Paulo, Brazil.
 - iv. If you are an **Employer located in India**, the Terms and any Disputes will be governed as to all matters, including the validity, construction and performance of the Terms, by and under the laws of the Republic of India without giving effect to conflicts of law principles thereof. Any and all

- actions, lawsuits, or other legal proceedings related to such Dispute shall be filed only in courts located in, and each of the Parties hereby consent to the exclusive personal jurisdiction of the courts located in: Bangalore, state of Karnataka, India.
- v. If you are an **Employer located in the Asia-Pacific Region** (defined above), the Terms and any Disputes will be governed as to all matters, including the validity, construction and performance of the Terms, by and under the laws of the Republic of Singapore without giving effect to conflicts of law principles thereof. Any and all actions, lawsuits, or other legal proceedings related to such Dispute shall be filed only in courts located in, and each of the Parties hereby consent to the exclusive personal jurisdiction of the courts located in: The Republic of Singapore.
 - vi. If you are an **Employer primarily supported by Indeed's UK office**, the Terms and any Disputes will be governed as to all matters, including the validity, construction and performance of the Terms, by and under the laws of England and Wales without giving effect to conflicts of law principles thereof. Any and all actions, lawsuits, or other legal proceedings related to such Dispute shall be filed only in courts located in, and each of the Parties hereby consent to the exclusive personal jurisdiction of the courts located in: London, England.
 - vii. If you are an **Employer primarily supported by Indeed's office in France**, the Terms and any Disputes will be governed as to all matters, including the validity, construction and performance of the Terms, by and under the laws of France without giving effect to conflicts of law principles thereof. Any and all actions, lawsuits, or other legal proceedings related to such Dispute shall be filed only in courts located in, and each of the Parties hereby consent to the exclusive personal jurisdiction of the courts located in: Paris, France.
 - viii. If you are an **Employer primarily supported by Indeed's office in Italy**, the Terms and any Disputes will be governed as to all matters, including the validity, construction and performance of the Terms, by and under the laws of Italy without giving effect to conflicts of law principles thereof. Any and all actions, lawsuits, or other legal proceedings related to such Dispute shall be filed only in courts located in, and each of the Parties hereby consent to the exclusive personal jurisdiction of the courts located in: Milan, Italy.
 - ix. If you are an **Employer primarily supported by Indeed's offices in Canada**, the Terms and any Disputes will be governed as to all matters, including the validity, construction and performance of the Terms, by and under the laws of Ontario, Canada without giving effect to conflicts of law

- principles thereof. Any and all actions, lawsuits, or other legal proceedings related to such Dispute shall be filed only in courts located in, and each of the Parties hereby consent to the exclusive personal jurisdiction of the courts located in: Province of Ontario.
- x. If you are an **Employer primarily supported by Indeed's Germany office**, the Terms and any Disputes will be governed as to all matters, including the validity, construction and performance of the Terms, by and under the laws of Germany without giving effect to conflicts of law principles thereof. Any and all actions, lawsuits, or other legal proceedings related to such Dispute shall be filed only in courts located in, and each of the Parties hereby consent to the exclusive personal jurisdiction of the courts located in: Dusseldorf, Germany.
 - xi. If you are **located elsewhere and none of the above conditions apply**, the Terms and any Disputes will be governed as to all matters, including the validity, construction and performance of the Terms, by and under the laws of the Republic of Ireland without giving effect to conflicts of law principles thereof. Any and all actions, lawsuits, or other legal proceedings related to such Dispute shall be filed only in courts located in, and each of the Parties hereby consent to the exclusive personal jurisdiction of the courts located in: Dublin, Ireland. Despite the application of Irish law, if you are a consumer resident in the EU, you also enjoy the protection of the mandatory provisions of the law of the country in which you have your habitual residence. The application of mandatory provisions limiting the choice of law and in particular the application of mandatory laws of the country in which you have your habitual residence, such as consumer protection laws, shall remain unaffected.
- 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. **Pre-Suit Discovery Waiver:** Consistent with the waiver of class action above, **YOU AND INDEED EXPRESSLY WAIVE ANY RIGHT TO CONDUCT PRE-SUIT DISCOVERY**, INCLUDING DISCOVERY UNDER RULE 202 OF THE TEXAS RULES OF CIVIL PROCEDURE OR ANY ANALOGOUS PROVISION UNDER OTHER APPLICABLE LAW, FOR THE PURPOSE OF INVESTIGATING POTENTIAL CLASS, REPRESENTATIVE, OR COLLECTIVE CLAIMS OF ANY KIND, INCLUDING ANY **“MASS” ARBITRATION FILINGS**, AGAINST EACH OTHER. ADDITIONALLY, YOU ALSO AGREE TO WAIVE **ANY RIGHT TO SUCH PRE-SUIT DISCOVERY SEEKING A USER’S IDENTIFYING INFORMATION FROM INDEED**. You further agree that all such subpoenas and discovery proceedings arising from such subpoenas shall be issued from, brought, and resolved exclusively in the state courts located within Travis County, Texas or the federal courts in the Western District of Texas, as appropriate, and you agree to submit to the personal jurisdiction of each of these courts for such discovery proceedings. **YOU ACKNOWLEDGE AND AGREE THAT YOU ARE KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVING ANY RIGHT TO THE PRE-SUIT DISCOVERY DESCRIBED HERERIN. YOU FURTHER ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR INDEED TO PROVIDE YOU ACCESS TO THE SITE.**

15. Entire Agreement; Severability

These Terms constitute the entire agreement between you and Indeed and supersede all prior or contemporaneous agreements, statements, communications, quotes, purchase order or invoices. 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, including the use of, are set forth in the Terms; 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

We may change these Terms as needed, for example to accurately describe and cover updated Indeed programs and services, to comply with legal or regulatory requirements, or to prevent abuse or harm through the Site. If we materially change these Terms, we will notify you of such changes by reasonable means, except in urgent or emergency situations like complying with legal requirements or stopping ongoing abuse. These revised Terms will also be posted on the Site.

Your access to or use of the Site following any such changes to the Terms will constitute your affirmative acceptance of such changes. If you disagree with the updated Terms, you should stop using our Site. Any changes to our Terms will not apply to any claim brought prior to the date on which we posted the revised Terms incorporating such changes, or otherwise notified you of such changes.

We may, at any time and without liability, modify or discontinue all or part of the Site (including access to the Site via any third-party links); charge modify or waive any fees required to use the Site; or offer opportunities to some or all Site users.

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

- 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. Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement and, upon your acceptance of the Terms, will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third-party beneficiary thereof; notwithstanding the foregoing, Indeed's right to enter into, rescind or terminate any variation, waiver or settlement under the 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

Indeed may offer beta programs or features on our Site, identified by the word “Beta” or “Test” (“Beta Program”). Beta Programs may be offered in limited quantities, in limited locations, and for a limited time.

ANY BETA PROGRAM IS IN TESTING PHASE AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND IS BELIEVED TO CONTAIN DEFECTS. A PRIMARY PURPOSE OF TESTING A BETA PROGRAM IS TO OBTAIN FEEDBACK ON PERFORMANCE. YOU ARE ADVISED TO SAFEGUARD IMPORTANT DATA, TO USE CAUTION, AND NOT RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE BETA PROGRAM.



If you have been invited to test a Beta Program, you agree that, unless otherwise specifically provided herein or agreed by Indeed in writing, any Beta Program constitutes confidential proprietary information of Indeed. You shall permit only authorized users to access the Beta Program. You agree not to transfer, copy, or disclose such confidential information without the prior written consent of Indeed.

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 § 202.249) 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. Indeed may freely assign, transfer or delegate its rights and obligations hereunder without notice to you. Any reference to Indeed or an Indeed entity shall include reference to any successors, transferors or assigns.

Section F: UK Online Safety Act ("OSA") (UK Only)

This Section F pertains to Indeed's operations in the United Kingdom only, and does not apply to users located elsewhere. In the event of any conflict with any other part of this Agreement, this Section F will control.

1. The Minimisation of Illegal Content on Indeed

Indeed utilizes a number of internal tools, policies, and highly trained moderators and contractors that work tirelessly to identify and prevent illegal content on the platform. While Indeed's Trust & Safety Team is dedicated to independently mitigating illegal content on the platform, additional attention is given to illegal harms as defined by the OSA, including, but not limited to: terrorist content; hate content; and child sexual exploitation and abuse (CSEA) content.

2. Reports of Illegal Content and Resolution of Complaints

Users are able to report content that they may believe to be illegal or against Indeed's policies. Each instance of user-generated content, such as a job advertisement or company review, contains an option for users to file a report for that specific piece of content. Through this feature, users are able to provide information on whether they believe the content is in violation of Indeed's policies. Content that users believe to be illegal as defined under the OSA can be submitted via a report using [this form](#) on the [Online Safety Page](#). Each report submitted via this form will be reviewed and actioned, if necessary, within 24 hours.



Indeed's UK Trusted Flagger Policy allows for designated UK authorities or entities to submit a report of illegal content to Indeed through a dedicated communication channel. All complaints or reports submitted via this channel are reviewed and responded to within 48 business hours.

3. Proactive Technology for Illegal Content Detection

Indeed also uses automatic and manual means to moderate user-generated content on the site, including implementing rules to automatically flag content that may not meet the standards set out in [Indeed's policies](#) and these Terms of Service. Indeed also proactively reviews user-generated content for compliance with its policies and these Terms of Service. Additionally, users can report content they deem problematic [here](#). These reports are reviewed by trained moderators.



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