

Rolebot Terms of Service

Welcome to rolebot.com and our associated mobile applications and services (collectively, the “**Site**”), which are operated by Rolebot, LLC. The following terms and conditions (the “**Agreement**”) form a binding agreement between You and us. Please review the following terms carefully. By using the Site, you are agreeing to these terms, and these terms will govern your use of the Site. If you do not agree to these terms, you must cease use of the Site. The terms “Rolebot” or “us” or “we” or “our” refers to Rolebot, LLC, the owner of the Site. The term “**You**” refers to the person accessing or using the Site, or the company or organization on whose behalf that person accesses the Site.

Our Services

Rolebot provides online services (our “**Services**”) that help employers, hiring managers and job recruiters (collectively we refer to you as “**Employers**”) find persons who are actively or passively seeking new roles (“**Candidates**”) like the ones Employers may be offering. The Services enable Employers to define search criteria, review and connect with the talent pool that best aligns with the selected criteria. We will provide Employers access to the Services so long as our Agreement with You remains in effect, provided that Your use of the Site and Services will at all times be bound by the terms and conditions of this Agreement.

Provision of Access

Subject to the terms and conditions contained in this Agreement, we grant You a non-exclusive, non-transferable right to access the features and functions of the Site and Services and a non-exclusive, non-transferable license solely in accordance with the terms and conditions hereof.

Usage Restrictions

You will not, and shall not permit any third party, to (a) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from the Services, or any part thereof; (b) create any derivative product from the Rolebot Services; (c) rent, lease, sublicense, sell, assign or otherwise transfer the Services, or any part thereof; (d) use the Rolebot Services directly or indirectly to provide a time-sharing or subscription service to any third party or to function as a service bureau or application service provider; or (e) use the Services to build a competing product or service. You shall not, and shall not permit any third party to, copy, distribute, sell, or otherwise make available any Rolebot-supplied content other than as expressly permitted in this Agreement. You will ensure that its use of the Services complies with all applicable laws, statutes, regulations or rules.

Your Account

You will need to create an account with Us in order to use the Site. For subscription based accounts, once you place an order with us we will activate your account. If You choose to create an account with us, You agree to provide only accurate, complete registration information, and You will keep that information up-to-date if it changes. Your registration must be completed using Your real name. Each registration is for the use of the single company or organization on whose behalf You access the Site, but the Site may not be used on behalf of more than one person or entity under one user name. Access to the Site is not authorized by any other person or entity using Your registration information and You are responsible for preventing such unauthorized use.

You may also create an account with us on a “pay per role” basis. This is an e-commerce service offering and will allow you to open an account for the purpose of defining criteria of a specific role for a limited time. Your account is subject to the same terms as all accounts, but your rights are more limited and the time period is more limited.

After You register, we’ll issue a unique account number (a “**User ID**”) to You and we’ll provide you with the necessary passwords, and access protocols and policies to allow You to access the Services. With that User ID, you’ll be allowed to assign additional users to access the Site and the Services under Your account. Only those individuals You’ve designated may use or access the Site and the Services on Your behalf. Please bear in mind that our fees vary depending on the number of roles designated in your order with Rolebot.

Individuals and entities who access the Site or use the Services and have previously been terminated by Rolebot may not register for an account, nor may You designate any other individuals to use Your account on Your behalf.

You must understand that Rolebot relies on User IDs to know whether users accessing the Site and using our Services are authorized to do so. If someone accesses our Site using a User ID that we’ve issued to You, we will rely on that

User ID and will assume that it is really You or Your representative who is accessing the Site. You are solely responsible for any and all access to the Site or use of the Service by persons using Your User ID. Please notify us immediately if You become aware that Your User ID is being used without authorization.

If you have not placed an order with us, Your use of the Site and Services is subject to the terms of this Agreement and the default fees designated in the Fees section below.

Fees for Employers

Please note that the following “Payment for Services”, “Disputed Fees”, and “Taxes” provisions under this “Fees for Employers” section shall apply to Employers only, and not to Candidates.

Payment for Services

In consideration for the access rights granted to Employers and the services performed by us under this Agreement, we may charge Employers certain fees. As an Employer, You agree to pay to us, without offset or deduction, the applicable then-current fees that we charge, which are published on the Site and/or stated on your subscription or recruitment order with us. All fees will be due and will be automatically billed to your credit card monthly or annually (depending on your subscription) in advance of the Services being rendered. Your subscription will automatically renew, and any fees due upon renewal will be automatically billed to your credit card as well. All fees will be billed and payable in U.S. dollars. You must provide us with a valid credit card or purchase order information as a condition to signing up for the Services. Your payment provider agreement governs your use of the designated credit card, and you must refer to that agreement and not the Terms to determine your rights and liabilities. By providing us with your credit card number and associated payment information, you agree that we are authorized to immediately invoice your account for all fees and charges due and payable to us hereunder and that no additional notice or consent is required. You agree to immediately notify us of any change in your billing address or the credit card used for payment hereunder. We reserve the right at any time to change our prices and billing methods, either immediately upon posting on the Site or by e-mail delivery to You. Any payment not received by the due date shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the highest rate allowed by applicable law, whichever is lower. If You are delinquent in the payment of undisputed amounts, we may suspend the provision of the Services to You.

For online payments, we use the payment services of Stripe. We do not process, record or maintain your credit card or bank account information. For more information on how payments are handled, or to understand the data security and privacy afforded such information, please refer to <https://stripe.com/us/privacy>.

Disputed Fees

If You dispute any fees, taxes, or other charges billed by us, You shall notify us, in writing, of the disputed amount and any relevant information regarding the circumstances of the dispute promptly. If You fail to provide us with a notice of such a disputed amount within twenty (20) business days following receipt of an invoice for such disputed charge, then such amount is deemed undisputed and due to us. All parties agree to work cooperatively to resolve any such disputed amounts.

Taxes

You will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on our income), and any related penalties and interest for the grant of access rights hereunder, or the delivery of related services. You will make all required payments to us free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments to us will be Your sole responsibility, and You will, upon our request, provide us with official receipts issued by appropriate taxing authorities, or such other evidence as we may reasonably request, to establish that such taxes have been paid.

Rules Regarding Information and other Content

When You use the Site and Services, You obtain access to various kinds of information and materials, all of which we call “Content.” Content also includes information and materials posted to the Site by Candidates or You. You agree not to revise Content posted by others, and You agree not to post or use any Content in any manner that:

- infringes the copyright, trademark, trade secret, or other intellectual property or proprietary right of others,
- violates the privacy, publicity, or other rights of third parties,
- is discriminatory, defamatory, obscene, threatening, abusive, or hateful, as determined by Rolebot in its sole discretion; or

- is false or inaccurate.

You and any authorized additional users shall have access to Your Content and shall be responsible for all changes to and/or deletions of Your Content and the security of all passwords and other access protocols required in order to access the Services. You shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Your Content. Though we strive to enforce these rules with all of our users, including Candidates and our other customers, You may be exposed through the Site or Services to Content that violates our policies or is otherwise offensive. You use the Site and Services at Your own risk. We may, but are not obligated to, terminate user accounts and/or remove Content from the Site if we determine or suspect that those accounts or Content violate the terms of this Agreement or the applicable agreement with the offending user(s). We take no responsibility for Your exposure to Content on the Site whether it violates our content policies or not. You understand that the information and opinions in Content uploaded by third parties represent solely the thoughts of the author and is neither endorsed by us nor does it necessarily reflect our belief.

General Rules of User Conduct

It is our goal to make the use of our Site and Services a good experience for all of our users, so You agree not to do any of the following:

- Conduct or promote any illegal activities while using the Site or Services;
- Upload, distribute or print anything that may be harmful to minors;
- Attempt to reverse engineer or jeopardize the correct functioning of the Site, or otherwise attempt to derive the source code of the software (including the tools, methods, processes, and infrastructure) that enables or underlies the Site;
- Attempt to gain access to secured portions of the Site to which You do not possess access rights;
- Upload or transmit any form of virus, worm, Trojan horse, or other malicious code;
- Use the Site or Services to generate unsolicited email advertisements or spam;
- Harvest, collect, gather or assemble information or data regarding other users without their consent;
- Use any automatic or manual process to search or harvest information from the Site or Services, or to interfere in any way with the proper functioning of the Site and Services or the data contained therein; or
- Impersonate another user.

Non-Confidentiality and Security

Notwithstanding the confidentiality provisions below, You understand that information that You submit to us, like job descriptions and salary ranges, are submitted precisely for the purpose of public disclosure in a variety of media and channels, and therefore such information is not subject to any confidentiality obligation. Rolebot will use reasonable efforts to maintain the security and integrity of information You provide to us. However, You acknowledge and agree that Rolebot cannot fully eliminate security risks and cannot guarantee that unauthorized access to Your information will never occur. If You provide us with any credit card information for payment services through any of our e-commerce offerings, we store such information in an encrypted manner.

Confidential Information

Ownership of Confidential Information

“**Confidential Information**” shall mean all written or oral information, disclosed by either party to the other, related to the operations of either party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential. Both parties agree that all items of Confidential Information are proprietary to the disclosing party, and will remain the sole property of the disclosing party or such third party.

Mutual Confidentiality Obligations

Each party agrees as follows: (a) to use Confidential Information disclosed by the other party only for the purposes described herein; (b) that such party will not reproduce Confidential Information disclosed by the other party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (c) that neither party will create any derivative work from Confidential Information disclosed to such party by the other party; (d) to restrict access to the Confidential Information disclosed by the other party to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (e) to the extent practicable, return or

destroy, all Confidential Information disclosed by the other party that is in its possession upon termination or expiration of this Agreement. Notwithstanding the foregoing, You agree that we may collect aggregated statistical data regarding Your use of the Service and provide such aggregated statistical data to third parties. In no event shall we provide to third parties specific data regarding You or Your authorized additional users.

Confidentiality Exceptions

Notwithstanding the foregoing, the provisions above will not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient; or (f) is approved for release or disclosure by the disclosing party without restriction. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (y) to establish a party's rights under this Agreement, including to make such court filings as it may be required to do. The obligations set forth in this Section shall survive the termination or expiration of this Agreement for a period of two (2) years.

Privacy

We believe that personal privacy issues are important and respect the privacy of Candidates, so we developed a Privacy Policy to explain how we collect, use and disclose personal information. The Privacy Policy forms part of our agreement with Candidates, but You understand that the policy is not part of this Agreement. In no event will we have any obligations to You arising under the Privacy Policy or that are inconsistent with our promises to Candidates under our Privacy Policy. For full details, please refer to our Privacy Policy. <https://bit.ly/2LpbmuG>

Term and Termination

This Agreement will be effective for as long as You use the Services. We may change or discontinue the Site or any of the Services at any time without prior notice. We reserve the right to terminate this Agreement at our election and for any reason, without prior notice, and this Agreement will automatically terminate in the event that You violate any of the terms and conditions set forth below. In the event of any termination, You will immediately cease access to the Site, and You agree to promptly pay any outstanding fees owed under this Agreement.

Representations and Warranties

We represent and warrant that we will provide the Services and perform our other obligations under this Agreement in a professional and workmanlike manner substantially consistent with general industry standards. We shall comply with all laws, ordinances, codes, regulations, rules, policies, regulations and procedures and the requirements of any other public or private authority, including without limitation any and all laws related to the privacy of personal information, in each case as applicable to the handling by us of Your Content under this Agreement. We shall use reasonable industry standard security mechanisms and procedures to protect Your Content and to prevent the introduction by us into Your computer systems of any undocumented disabling mechanism or other feature which will allow surreptitious access to Your software, data, or systems, including, without limitation, any virus, worm, Trojan horse, back door or similar function.

Disclaimers of Warranty

ROLEBOT HAS NO CONTROL OVER, AND MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING, THE QUALITY, TRUTH, ACCURACY OR LEGALITY OF THE CONTENT POSTED BY CANDIDATES OR OTHERS. THE SITE, SERVICE, AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. EXCEPT FOR THE WARRANTIES GRANTED HEREIN, ROLEBOT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT, AND SYSTEM INTEGRATION. ROLEBOT MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE CONTENT OR SERVICE, OR THAT PROBLEMS WILL BE CORRECTED, OR THAT THE SITE IS FREE OF VIRUSES AND OTHER HARMFUL COMPONENTS.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SITE, SERVICES OR OTHERWISE WILL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT. WE AND OUR AFFILIATES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT PROTECTION OF YOUR DATA NOR GUARANTEE DATA AVAILABILITY WHATSOEVER. YOU BEAR THE SOLE RESPONSIBILITY AND LIABILITY FOR MAINTAINING BACKUP OR ARCHIVE COPIES OF YOUR DATA AND/OR SUBMISSIONS TO THE SITE.

ROLEBOT IS NOT AN EMPLOYMENT AGENCY OR A RECRUITING FIRM, AND MAKES NO REPRESENTATIONS OR GUARANTEES REGARDING THE EFFECTIVENESS OR TIMELINESS OF THE SITE OR THE SERVICE IN MEETING YOUR OBJECTIVES. ROLEBOT DOES NOT GUARANTEE ANY RESULTS, AND IS NOT RESPONSIBLE FOR ANY EMPLOYMENT DECISIONS.

Limitations of Liability

YOU ACKNOWLEDGE AND AGREE THAT WE ARE ONLY WILLING TO PROVIDE ACCESS TO THE SITE AND TO PROVIDE THE SERVICES IF YOU AGREE TO CERTAIN LIMITATIONS OF OUR LIABILITY TO YOU AND TO THIRD PARTIES. IN NO EVENT WILL ROLEBOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, NOR LOST PROFITS, ARISING IN CONNECTION WITH THE SITE, SERVICES OR THIS AGREEMENT, INCLUDING, FOR EXAMPLE, DAMAGES RESULTING FROM LOST DATA, LOST EMPLOYMENT OPPORTUNITIES, OR BUSINESS INTERRUPTIONS, OR RESULTING FROM THE USE OR ACCESS TO, OR THE INABILITY TO USE OR TO ACCESS, THE SERVICE, SITE, OR THE CONTENT. WE WILL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND THIRD PARTY MERCHANTS OR FOR ANY INFORMATION APPEARING ON MERCHANT SITES OR ANY OTHER SITE LINKED TO OUR SITE. IN NO EVENT WILL ROLEBOT BE LIABLE TO YOU OR ANY THIRD PARTY IN CONNECTION WITH ANY ACT OR OMISSION OF ANY CANDIDATE.

Rolebot reserves the right, but has no obligation, to monitor, or take any action Rolebot deems appropriate regarding, disputes that You may have with Candidates or other customers of ours. To the extent the law permits, You release us from any claims or liability related to any Content posted on the Site and from claims related to the conduct of any Candidate or other customers of ours. **You hereby waive California Civil Code Section 1542 (and any similar provision in any other jurisdiction) which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."**

THESE LIMITATIONS OF LIABILITY APPLY REGARDLESS OF THE NATURE OF ANY CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT ROLEBOT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE THAT YOUR SOLE REMEDY FOR ANY CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT IS TO DISCONTINUE USING THE SITE AND SERVICES. IN THE EVENT THAT A COURT DETERMINES THAT THE PRECEDING SENTENCE IS UNENFORCEABLE, THE AGGREGATE LIABILITY OF ROLEBOT TO YOU FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE GREATER OF (A) ALL AMOUNTS PAID BY YOU UNDER THIS AGREEMENT WITHIN THE LAST TWELVE (12) MONTHS, AND (B) ONE HUNDRED DOLLARS (U.S. \$100.00).

Indemnification

We agree to indemnify, defend and hold You harmless from and against any and all third party losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from any claim by any third party that: (a) the Services infringe such third party's patents, copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America; or (b) our gross negligence or willful misconduct, provided that You promptly notify us in writing of the claim, cooperate with us, and allow us sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, You agree to permit us, at our sole discretion, to enable You to continue to use our Services or the documentation, as applicable, or to modify or replace any such infringing material to make it non-infringing. If we determine that none of these alternatives is reasonably available, You shall, upon

written request from us, cease use of, and, if applicable, return, such materials as are the subject of the infringement claim. This Section shall not apply if the alleged infringement arises, in whole or in part, from (i) unauthorized modification of the Services, or any part thereof, by You, or (ii) combination, operation or use of the Services with other software, hardware or technology not provided by us, or (iii) related to Your Content (any of the foregoing circumstances under clauses (i), (ii), and (iii), a “**Customer Indemnity Responsibility**”). THIS SECTION STATES OUR ENTIRE OBLIGATION AND LIABILITY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

Your Indemnity Obligations

You agree to hold, harmless, indemnify, and, at our option, defend us from and against any losses, liabilities, costs (including reasonable attorneys’ fees) or damages resulting from (a) Your gross negligence or willful misconduct; or (b) a Customer Indemnity Responsibility, provided that we promptly notify You in writing of the claim, cooperate with You, and allow You sole authority to control the defense and settlement of such claim; provided that You will not settle any third-party claim against us unless such settlement completely and forever releases us from all liability with respect to such claim or unless we consent to such settlement, and further provided that we will have the right, at our option, to participate in the defense thereof by counsel of our own choice.

Intellectual Property Issues

You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Site or Services, including applicable copyrights, trademarks and other proprietary rights. We are not granting any license to You under any of those intellectual property rights by virtue of this Agreement. “Rolebot” is our trademark. Other product and company names that are mentioned on the Site or provided as part of the Services may be trademarks of their respective owners. We reserve all rights that are not expressly granted to You in this Agreement.

As between You and us, You retain any intellectual property rights in any copyrighted materials and trademarks that are contained in Content that You post to the Site. You retain all right, title and interest in and to Your Content, and we acknowledge that we neither own nor acquire any additional rights in and to Your Content not expressly granted by this Agreement. Email addresses collected by You while using the Services belong solely to You. We will not make those email addresses available to any third party and will not use those email addresses for any communication without Your explicit written consent. Subject to the foregoing, You grant us a non-exclusive, royalty-free, fully paid, worldwide license, under any and all of Your intellectual property rights related to that Content, to the extent necessary for us to provide the Services. You also authorize us to sublicense those rights to our contractors who help us provide the Services.

Publicity

We may refer to or identify You as a customer by name and logo, including in promotional materials, on our Site and in press releases when listing customers of our Services.

Electronic Communications

The communications between You and Rolebot use electronic means, whether You visit the Site or send us emails, or whether Rolebot posts notices on the Service or communicates with You via email. For contractual purposes, You (a) consent to receive communications from Rolebot in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Rolebot provides to You electronically satisfy any legal requirement that such communications would satisfy if it were in a writing. The foregoing does not affect Your non-waivable rights. You may also receive a copy of this Agreement by accessing this Site.

Changes to this Agreement

We may change the terms of this Agreement from time to time on a going-forward basis, and any such modifications become effective immediately upon being posted to the Site. It is Your sole responsibility to check the Site from time to time to view any such changes in the Agreement. If You do not agree to any changes, if and when such changes may be made to the Agreement, You must cease use of the Site. Your use of the Site after any modifications to the Agreement indicates that You agree to such modified Agreement.

General Terms

You and we are independent contracts, and nothing in this Agreement creates a partnership, employment relationship or agency. There are no third-party beneficiaries of this Agreement. You may not assign this Agreement, in whole or

in part, to any third party without our prior, written consent, and any attempt by You to do so will be invalid. Should any part of this Agreement be held invalid or unenforceable, that portion will be construed consistent with applicable law and the remaining portions will remain in full force and effect. Our failure to enforce any provision of this Agreement will not be considered a waiver of the right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement. This Agreement will be governed by the laws of the State of Delaware. You agree that the state and federal courts located within the State of California will have exclusive jurisdiction over any dispute between You and us. However, You agree that we may seek equitable relief in any jurisdiction when appropriate. This Agreement constitutes the entire and only agreement between You and us, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings that relate to the subject matter of this Agreement.

Last Updated: 12.19.2018