

# STEMHUNTER LLC

## TERMS AND CONDITIONS OF USE AGREEMENT

(Effective March 17, 2022)

Thank you for visiting STEMHUNTER.COM (“**Site**”), which is owned and operated by STEMHUNTER LLC (hereinafter referred to herein as “**STEMHUNTER**”, “**us**”, “**we**”, “**our**”). This Terms and Conditions of Use Agreement (“**Agreement**”) governs and applies to all persons and entities (collectively referred to herein as “**Users**”) who view, access and/or use the Site, the Site Content (hereinafter defined), the mobile applications and the related products and services (collectively referred to herein as “**Services**”). STEMHUNTER’s [Privacy Policy](#) is incorporated into this Agreement by reference. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND STEMHUNTER SO PLEASE READ THIS AGREEMENT CAREFULLY BEFORE VIEWING, ACCESSING AND/OR USING THE SERVICES.

**1. User Agreement.** By viewing, accessing and/or using the Services, you represent and warrant to STEMHUNTER that: (a) you are 18 years of age or older or the age of majority in the jurisdiction in which you reside and therefore able to form a binding contract with STEMHUNTER; (b) you have the full legal authority to make promises, representations, purchases and agreements on your own behalf or on behalf of your employer or third party (included in the term “you”, “your” for purposes of this Agreement); (c) you have carefully read, understand and agreed to comply with and be legally bound by this Agreement; (d) any information you provide will be true, accurate, current and complete; (e) you will not directly or indirectly transfer or assign your rights or obligations under this Agreement, in whole or in part to any other person or entity; (f) you will comply with all applicable laws, statutes, ordinances and regulations; and (g) YOU WILL NOT VIEW, ACCESS AND/OR USE THE SERVICES IF THIS AGREEMENT OR ANY PART OF THIS AGREEMENT IS NOT ACCEPTABLE TO YOU. IF YOU DO NOT FULLY COMPLY WITH THIS AGREEMENT, STEMHUNTER MAY SUSPEND OR TERMINATE YOUR ABILITY TO VIEW, ACCESS AND/OR USE ALL OR ANY PART OF THE SERVICES, IN ADDITION TO ALL OTHER REMEDIES AS PROVIDED IN THIS AGREEMENT AND PERMITTED BY APPLICABLE LAW.

**2. Amendments.** STEMHUNTER reserves the right at any time, in its sole discretion and without advance notice, to change, modify, add, supplement, remove, terminate or otherwise amend all or any portion of this Agreement (“**Amendments**”), effective immediately upon notice published on the Site. Your continued viewing, accessing and/or using of the Services thereafter constitutes your binding acceptance of such Amendments. You agree to review this Agreement frequently to become aware of such Amendments and to ensure your compliance with them. All Amendments are hereby incorporated into this Agreement by this reference. IF AT ANY TIME THIS AGREEMENT OR ANY PART OF THIS AGREEMENT IS NO LONGER ACCEPTABLE TO YOU, THEN YOU MUST IMMEDIATELY CEASE ALL USE OF THE SERVICES.

**3. Changes to Services.** You acknowledge and agree that STEMHUNTER may, at any time, in its sole discretion, with or without notice or liability to you: (a) terminate, suspend, interrupt, discontinue, impose limits on and/or restrict the operation of or access to the Services, or any portion thereof, for any or no reason including, but not limited to performing routine or non-routine maintenance, error correction, or other changes; and (b) make changes to or delete the features, functionality, documents, information or content of or related to the Services or any portion thereof, for any or no reason.

**4. Ownership, Copyright and Trademarks.** You acknowledge and agree that all content associated with, contained or utilized in, available through or connected with the Services including, but not limited to: all materials, documents, data, information, programs, products, statements, documentation, images, illustrations, designs, photographs, audio and video files, music, text, graphics, links, digital downloads, digital conversion, magnetic translation, user interfaces, icons, interactive features, trademarks, service marks, trade names, trade dress, copyrights, patents, proprietary rights, domain names, account identifiers, logos, titles, words, phrases, software, source code, object code and underlying operational instructions, as well as the design, structure, selection, coordination, expression, “look and feel,” compilation, collection, assembly and arrangement of the foregoing (collectively referred to as the “**Site Content**”) are the exclusive property of STEMHUNTER (or its related parties/licensors) and protected by U.S. copyright, trademark and patent laws and other proprietary and intellectual property rights. ALL RIGHTS ARE RESERVED BY STEMHUNTER.

**5. Use of Site, Services and Content.** You acknowledge and agree that STEMHUNTER does not warrant that the way we deliver the Services is compatible with your hardware and/or software and therefore, you are solely responsible for configuring your own hardware and software to access the Services and for all consequences of your use or non-use of the Services. You further acknowledge and agree that nothing in this Agreement constitutes a

transfer to you of any rights, title or ownership in, to or under the Services and you are strictly prohibited from using the same for any purpose not expressly permitted by this Agreement. For the avoidance of doubt, this Agreement only grants you a revocable, limited, temporary, non-exclusive, non-transferrable license to: (a) view, access and use the Services strictly in accordance with this Agreement; (b) view, access and use the Services solely for your personal, non-commercial, internal purposes; and (c) print and/or download copies of information in connection with the Services solely for your personal, non-commercial, internal purposes and provided you maintain all copyright, trademark, service mark and other intellectual property and proprietary notices, information and/or restrictions contained therein on such printed/download copies. No printed/downloaded copies of any part of the Site, Services and/or Site Content may be used by you in any litigation or arbitration matter, except as otherwise required by applicable law.

You also agree not to directly or indirectly: (a) view, access or use the Services for any purpose that is unauthorized or prohibited by this Agreement, is unlawful or infringes (or attempts to infringe) on the rights of STEMHUNTER and/or others; (b) copy, modify, alter, publish, upload, transmit, transfer, sell, resell, license, rent, lease, loan, reproduce, republish, duplicate, steal, reverse engineer, decompile, disassemble, remove, adapt, edit or create derivative works from, electronically store, distribute, display, post, exploit or otherwise make available the Services in any form and/or by any means whatsoever, in whole or in part, including without limitation by any automated or non-automated "scraping", except as specifically permitted under this Agreement; (c) interrupt, interfere with or compromise (or attempt to do the same) the operation, integrity or security of the Services in any way; (d) upload any invalid data, viruses, worms, Trojan horses, or other forms of harmful computer code, or otherwise engage in conduct deemed disruptive to the ordinary operation of the Services; (e) use or place the Services on any other application, website or in a networked computer environment, or use any network monitoring or discovery software to determine the architecture of the same; (f) use Services to determine a consumer's eligibility for employment or a government license or benefit, for credit or insurance related to personal, family or household purposes, or for any commercial solicitation purposes; (g) frame, link to, meta tag, associate with advertisements or use data mining, robots or similar data gathering or extraction methods to access or otherwise exploit the Services in any manner whatsoever; and (h) use the Services in a manner that violates any laws, statutes, ordinances or regulations including, but not limited to those governing the collection, harvesting, processing or transferring of personal information, or in breach of STEMHUNTER's [Privacy Policy](#).

STEMHUNTER reserves the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate including, but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators or other third parties and disclosing any information necessary or appropriate to such persons or entities including, but not limited to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

**6. User Information, Interactions and Assumption of Risks.** This Site is designed to be a venue for (a) employers, staffing agencies and recruiters to post/advertise employment opportunities and search the resume database; (b) job seekers to search and apply for job opportunities and submit their resumes/CVs which will be included in the resume database; and (c) employers, staffing agencies, recruiters and job seekers to evaluate each other and the related employment opportunities. As Users, employers and job seekers may submit, post, provide and/or otherwise make available information, documents and materials in connection with the Services including, but not limited to: company information, data, logos, trademarks, materials, advertisements, job descriptions, screening criteria/requirements/ questions, resumes/CVs, application information, photos, videos, messages and comments (collectively called "**User Information**"). References to "resume" or "CV" as used in this Agreement includes curriculum vitae, profile, references, recommendations, and other similar written overviews or assessments of a person's experience and qualifications. The User who provides the User Information is solely responsible for its quality, accuracy, completeness, integrity, veracity or legality and all consequences of posting, providing or publishing it.

STEMHUNTER does not (and has no obligation to) screen or verify User Information including without limitation its accuracy, quality, legality, legitimacy, truthfulness, reliability or completeness and makes no representations, warranties, promises or guarantees whatsoever in connection with any User Information. User Information may be inaccurate, incomplete, misleading, false, offensive, illegal or otherwise unacceptable to you or for your purpose and therefore, you agree to be solely responsible for verifying all User Information and assume all risks and consequences related to or resulting from your viewing, accessing, using, relying on any User Information.

STEMHUNTER does not, cannot and has no obligation to authenticate Users, to be involved in the communications, interactions and transactions between Users and/or to control the action, inaction or other behavior of Users. You therefore acknowledge and agree that: (a) you are solely responsible for conducting due diligence and exercising caution before communicating, interacting and transacting with other Users; (b) you assume all risks and consequences related to or resulting from such communications, interactions and transactions; and (c) you release

STEMHUNTER and its subsidiaries and affiliates and their respective officers, directors, shareholders, members, managers, employees, agents, representatives, insurers, successors and assigns, from any and all claims, demands and damages of every kind (actual, consequential, direct and indirect) known and unknown, suspected and unsuspected, disclosed and undisclosed) related to or arising in any way from the foregoing, to the fullest extent permitted by law.

We also have the right to:

- Remove or refuse to post any User Information for any or no reason in our sole discretion.
- Take any action with respect to any User Information that we deem necessary or appropriate in our sole discretion, including if we believe that such User Information violates the Terms of Use, including the STEM Job Posting Rules, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for us.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website or the Services.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS STEMHUNTER AND ITS SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, INSURERS, SUCCESSORS AND ASSIGNS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY ALL SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

**7. License and Prohibited User Information.** By submitting, posting, providing and/or otherwise making available your User Information you represent and warrant that: (a) you have read and agreed to STEMHUNTER's [Privacy Policy](#); (b) your electronic transmission of your User Information is at your own risk since security measures and unauthorized interception cannot be guaranteed; (c) your User Information is legal, complete, legitimate, truthful and accurate and does not violate any law or infringe on any rights of any third party; and (d) you expressly grant (and represent and warrant that you have the right, power and authority to grant) to STEMHUNTER a perpetual, transferable, non-exclusive, irrevocable, worldwide, royalty-free license to use, reproduce, sell, adapt, publicly perform, publicly display, transmit, sublicense, make derivative works from and distribute your User Information, in whole or in part, in any form, for all purposes in connection with the Services and the same will not end when you stop using the Services. To the extent permitted by law, STEMHUNTER is not and will not be liable for the loss, deletion, modification or unauthorized interception of your User Information, so you are encouraged to maintain a back-up copy.

You agree NOT TO submit, post, transmit, provide or otherwise make available any User Information or other documents, information or materials that: (i) are false, misleading, inaccurate, deceptive, fraudulent or unlawful; (ii) are defamatory, libelous, scandalous, inflammatory, threatening, harassing, abusive, profane, vulgar, obscene, pornographic, racially or ethnically offensive or otherwise objectionable or inappropriate, in our sole discretion; (iii) infringes or violates any copyrights, trademarks, patents, intellectual property or other proprietary rights of any third party, or the personal privacy or publicity rights of any third party; (iv) violates any laws, statutes, ordinances or regulations, or gives rise to any civil or criminal liability; (v) creates a risk of harm to any person or property; (f) contains restricted or password only access pages, or hidden pages or images; (iv) solicits passwords or personal identifying information from other Users; (vii) involves the transmission of junk mail, spamming, scamming, phishing or unsolicited mailings or other communications; (viii) displays or links to pornographic, indecent, sexually explicit, illegal or offensive material of any kind, or solicits personal information from or exploits anyone under the age of 18; (ix) contains any information or content that is illegal, including, without limitation, the disclosure of insider information under securities laws or of another party's trade secrets; (x) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (xi) promotes, endorses or advocates any illegal activity or any of the foregoing actions/conduct. This list is not exhaustive and is only intended to be illustrative of the types of User Content that are prohibited.

If STEMHUNTER is notified or becomes aware that you are/have (1) violated the foregoing or any other terms of this Agreement; (2) violated any applicable laws, statutes, ordinances or regulations; (3) violated the rights of any third parties; or (4) created any liability for or negatively impacts STEMHUNTER, then STEMHUNTER reserves the right (but assumes no obligation), in its sole discretion, to delete or remove your User Information and/or suspend or

terminate your account associated therewith, without any liability or responsibility to you and you agree to be responsible for and indemnify STEMHUNTER and its subsidiaries and affiliates and their respective officers, directors, shareholders, members, managers, employees, agents, representatives, insurers, successors and assigns from and against all claims, costs, losses, expenses, damages and liabilities related to or arising from the foregoing. Please note however, that any decision by STEMHUNTER to remove or not post or distribute any User Information, does not by itself amount to participation in the creation of such User Information and to the extent legally permissible, does not constitute a waiver of any immunity afforded by Section 230 of the U.S. Communications Decency Act ("**CDA**") and/or any other similar laws in your jurisdiction or otherwise applicable.

**8. User Accounts.** To access and use the Services, you may be asked to register or create a User account, which will include creating a username and password. You agree: (a) not to register or create a User account until you have read and agreed to STEMHUNTER's [Privacy Policy](#); (b) not to share your username, password and account with any other person/entity; (c) to be solely responsible for the confidentiality and security of your account, password and username and any misuse or unauthorized access of the same; (d) to be solely responsible for all activity that occurs on your account; (e) to notify us immediately of any unauthorized use of your username, password or account or any other breach of security of which you become aware; and (f) STEMHUNTER will not be liable for any loss or damage caused by your failure to comply with the foregoing and you will be solely responsible for all losses incurred by STEMHUNTER and others as a result thereof.

STEMHUNTER reserves the right to suspend, disable or terminate your access to the Services and to your account (and delete the information contained therein) at any time and from time to time, in our sole discretion, for any reason including any violation of any provision of this Agreement. In such event, this Agreement will continue in full force and effect except with respect to your right to access the Services and your account. You acknowledge and agree that STEMHUNTER will have no liability to you or any other person/entity for any termination, suspension or disabling of your access to the Services, your account and/or the deletion of information contained therein.

**9. Disclaimer of Warranties.** NOTHING IN THIS AGREEMENT SEEKS TO EXCLUDE ANY CONDITION, WARRANTY OR GUARANTEE THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. SOME STATES DO NOT ALLOW EXCLUSIONS OF WARRANTIES SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

(a) STEMHUNTER DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM USING THE SERVICES; (b) THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL FAULTS; AND WITHOUT REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, WHICH STEMHUNTER EXPRESSLY DISCLAIMS INCLUDING, BUT NOT LIMITED TO: WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS, COMPATABILITY, NON-INFRINGEMENT, LEGAL COMPLIANCE, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, OR THE SERVICES WILL BE UNINTERRUPTED, SECURE, CORRECT, RELIABLE, COMPLIANT, FREE OF INACCURACIES, TYPOGRAPHICAL ERRORS, INTERRUPTIONS, INTERFERENCES, VIRUSES, ATTACKS, CORRUPTIONS, DEFECTS, OMISSIONS, DELETIONS, DELAYS, HARMFUL COMPONENTS OR FAILURES IN OPERATIONS OR TRANSMISSIONS, AND/OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS OR SECURITY INTRUSIONS BY ANY PERSON OR ENTITY; (c) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM STEMHUNTER, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES OR THROUGH THE SERVICES, WILL CREATE ANY WARRANTY, GUARANTEE, TERM OR CONDITION NOT EXPRESSLY STATED HEREIN; AND (d) YOUR VIEWING, ACCESSING AND/OR USING THE SERVICES AND ANY DOWNLOADS RELATED THERETO ARE AT YOUR OWN OPTION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR LOSS OF DATA OR ANY OTHER TYPE OF LOSS THAT RESULTS THEREFROM.

IF ANY WARRANTY, REPRESENTATION OR GUARANTEE CANNOT BE EXCLUDED UNDER APPLICABLE LAW, THEN TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW STEMHUNTER'S LIABILITY FOR BREACH OF ANY WARRANTY, REPRESENTATION OR GUARANTEE IS LIMITED THE RE-SUPPLYING OF SERVICES OR PAYMENT OF THE COST OF RE-SUPPLYING THE SERVICES.

**10. LIMITATION OF LIABILITY.** YOU EXPRESSLY AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, IN NO EVENT SHALL STEMHUNTER OR ITS SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES,

INSURERS, SUCCESSORS AND ASSIGNS (COLLECTIVELY "STEMHUNTER") BE LIABLE FOR ANY INJURY, DEATH, LOSS, LIABILITY OR DAMAGE OF ANY KIND OR NATURE; ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, GOOD WILL, INCOME OR DATA, LOSS OF EMPLOYMENT OPPORTUNITIES, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL INJURY ARISING OUT OF OR RELATED IN ANY WAY TO YOUR USE OR INABILITY TO USE THE SERVICES, OR RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN, OR ANY FAILURE OF PERFORMANCE, ERRORS, OMISSIONS, DEFECTS, INTERRUPTIONS, DELAYS IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES, LINE SYSTEM FAILURES OR LOSS OF USE OF THE SERVICES HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, NEGLIGENCE OR OTHERWISE), EVEN IF STEMHUNTER HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN THE POSSIBILITY OF SUCH.

IF, NOTWITHSTANDING THE FOREGOING, STEMHUNTER IS FOUND TO BE LIABLE FOR ANY DAMAGE OR LOSS UNDER THIS AGREEMENT, THEN STEMHUNTER'S TOTAL AND MAXIMUM AGGREGATE LIABILITY TO YOU OR ANY OTHER PERSON/ENTITY, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00) AND THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST STEMHUNTER. YOU AGREE THAT THE STEMHUNTER WOULD NOT PROVIDE THE SITE, SERVICES, AND CONTENT ABSENT THE FOREGOING LIMITATIONS.

SOME STATES DO NOT ALLOW LIMITATIONS OF LIABILITY SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF STEMHUNTER SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

**11. Breach of Agreement and Indemnity.** If you breach this Agreement, STEMHUNTER may, in its sole discretion and without prior notice, terminate and/or block your access to the Site, Services and Content, without liability to you or any third party. You further agree that to the maximum extent permitted by applicable law you agree to defend, indemnify and hold harmless STEMHUNTER and its subsidiaries and affiliates and their respective officers, directors, shareholders, members, managers, employees, insurers, agents, representatives, successors and assigns (collectively "STEMHUNTER") from and against all claims, actions, demands, liabilities, obligations, costs, losses, damages, attorneys' fees and expenses arising from or related in any way to your breach/violation of this Agreement or your viewing, accessing and/or using the Services and you agree to pay all costs, losses, damages, expenses and attorneys' fees incurred by STEMHUNTER as a result of or connected in any way with your breach/violation of this Agreement, in addition to any other relief granted to STEMHUNTER.

**12. Copyright Infringement Claims (DMCA Notice Procedure).** STEMHUNTER does not knowingly permit anyone to post materials on the Site where such posting would violate copyright or other applicable law, including the Digital Millennium Copyright Act of 1998 ("DMCA"). It is our policy to respond to alleged infringement notices that comply with DMCA. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Services, please notify STEMHUNTER's designated DMCA agent set forth below. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and provide a link (where available) to where it is located on the Services;
4. Information reasonably sufficient to permit STEMHUNTER to contact you, such as your address, telephone number, and e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

FAILURE TO INCLUDE ALL OF THE ABOVE INFORMATION, ESPECIALLY SPECIFIC URLS WHERE CONTENT MAY BE FOUND WILL RESULT IN A DELAY IN THE PROCESSING OF YOUR DMCA NOTIFICATION AND MAY RESULT IN YOU HAVING TO REPEAT SOME OR ALL OF THE ABOVE PROCESS. STEMHUNTER WILL NOT TAKE RESPONSIVE ACTION TO REMOVE CONTENT UNTIL ALL OF THE NECESSARY INFORMATION IS PROVIDED. The above information must be submitted to the following DMCA Agent (please include "Notice of Infringement" in the subject line) to STEMHUNTER LLC, DCMA Agent, 38100 Colorado Avenue, Avon, Ohio 44011, [Support@STEMHUNTER.com](mailto:Support@STEMHUNTER.com).

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Copyright Counter-Notices. If content you posted on the Site was removed due to a claim of copyright infringement and you would like to dispute that removal, the process for counter-notifications is governed by Section 512(g) of the DMCA:

1. To file a counter-notification with us, you must provide a written communication that sets forth the items specified below.
2. Please note that under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability. Please also be advised that we enforce a policy that provides for the termination in appropriate circumstances of users (and removal of content from users) who are infringers. Accordingly, if you are not sure whether certain material infringes the copyrights of others, we suggest that you first contact an attorney.

Elements of Counter-Notification. To expedite our ability to process your counter-notification, please use the following format (including section numbers):

1. Identify the specific URLs of material that STEMHUNTER has removed or to which STEMHUNTER has disabled access.
2. Provide your full name, address, telephone number, email address and, if you are a registered User, the username of your account.
3. Provide a statement that you consent to the jurisdiction of the courts of the State of Ohio, and that you will accept service of process from the person who provided notification to STEMHUNTER in accordance with the process outlined above or an agent of such person.
4. Include the following statement: "I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of a mistake or mis-identification of the material to be removed or disabled."
5. Sign the notice. If you are providing notice by email, a scanned physical signature or a valid electronic signature will be accepted.

Send the communication to the following address: STEMHUNTER LLC, DCMA Agent, 38100 Colorado Avenue, Avon, Ohio 44011, [Support@STEMHUNTER.com](mailto:Support@STEMHUNTER.com).

After we receive your counter-notification, we will forward it to the party who submitted the original claim of copyright infringement. Please note that when we forward the counter-notification, it may include any of your identifying information set forth in the counter-notification. By submitting a counter-notification, you therefore consent to having such identifying information revealed in this way. After we send out the counter-notification, the claimant must then notify us within ten (10) days that he or she has filed an action seeking a court order to restrain you from engaging in infringing activity relating to the material on the site. If we receive such notification, we will be unable to restore the items. If we do not receive such notification, we may, but are not obligated to, reinstate the disputed item(s).

Foreign Counter-Notification. If you reside outside of the United States, please understand that filing a counter-notice may lead to legal proceedings between you and the complaining party to determine ownership. Therefore, please be aware that there may be adverse legal consequences in your country and/or the United States of America if you make a false or bad faith allegation by using this process. Please also be advised that we enforce a policy that provides for the termination in appropriate circumstances of users who are infringers. So, if you are not sure whether content you posted on the site is being infringed, or are otherwise unsure of whether to file a counter-notification using these procedures, we recommend you first contact a lawyer knowledgeable in the laws of the United States and the state of Ohio. If you do wish to file a counter-notice, you should follow the process set forth above under the heading "Elements of Counter-Notification."

General. In accordance with the DMCA and other applicable law, STEMHUNTER has adopted a policy of terminating, in appropriate circumstances, the accounts of Users who are deemed to be repeat infringers. STEMHUNTER may also at its sole discretion limit access to the Services and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Trademarks and Other Infringing Content. If you believe in good faith that any content on the Services is illegal or infringes your or a third party's intellectual property right or you wish to make us aware of any other illegal or infringing acts which relate to the Services, you can contact us via email at: [Support@STEMHUNTER.com](mailto:Support@STEMHUNTER.com). Any notice to us must contain: (a) a detailed description of the infringing or illegal material or activity including why it is



infringing or illegal; (b) a detailed description specifying the location of the material that you claim is infringing or illegal (if applicable); and (c) your name, address, telephone number and e-mail address.

**13. Mobile Services Policy.** You agree that STEMHUNTER may, as part of the Services, communicate with you, or initiate communication with you on behalf of a third party, through your account or through other means such as email, telephone, mobile phone or postal mail. By providing your mobile phone number to STEMHUNTER, you confirm that you are the primary user and subscriber to the mobile number entered and you consent to receiving communication via such mobile number. If you provided your phone number when applying for a job opportunity, then you agree the employer may contact you at that number and that STEMHUNTER is not responsible or liable for the manner in which the employer uses your number. By accessing the Services through a mobile device, you represent and agree that: (a) you are responsible for all charges and necessary permissions related to accessing the Services through your mobile device; (b) information about your mobile device, your carrier, your physical location and your use of the Services may be communicated to us; (c) before importing any data in connection with the Services to your mobile device, you must have the appropriate authority to share the transferred data with your mobile carrier; (d) your use of the Services through your mobile device may cause data to be displayed on and through your mobile device; and (e) you will promptly update your User account if you change or deactivate your mobile device and are responsible for any issues caused by your failure to do so.

### **The STEMHUNTER App**

By using the STEMHUNTER App, you agree that all of the terms and conditions found in this Agreement apply to your use of the STEMHUNTER App and you also confirm your acceptance of the terms of any End User License Agreement associated with the application provided at download or installation, or as may be updated from time to time. STEMHUNTER does not warrant that the STEMHUNTER app will be compatible with your mobile device. You understand and agree that the STEMHUNTER App may send you push notifications, if you turn on receipt of notifications and/or sign up to receive notifications. By downloading and using the STEMHUNTER App, you are asking STEMHUNTER to make formatting changes to any Job Postings as they appear on your phone, in order to enable you to utilize your User account. You further acknowledge that your use of the STEMHUNTER App may require use of your data plan from your cellular provider. You are responsible for payment of all data usage accrued based on your use of the STEMHUNTER App, and STEMHUNTER disclaims all responsibility for such data usage. In addition, if you allow STEMHUNTER App to utilize location services, the STEMHUNTER App may suggest to you and collect from you information based on your geographic location. Some location data the STEMHUNTER App collects is linked to your account (i.e.: "coarse" location data collected by an iOS app) and other location data the STEMHUNTER App collects is not linked to your account (i.e.: "precise" location data collected by an iOS app), but is still used by us. The legal entity that (a) provides the Services to you through the STEMHUNTER App; (b) owns or licenses the intellectual property rights to any of the STEMHUNTER App; and/or (c) has access or controls any personal data through the STEMHUNTER App may at times be an affiliate of STEMHUNTER, even if the entity identified as the application developer on any of the application marketplaces is STEMHUNTER.

### **Apple-Specific Terms**

Notwithstanding anything to the contrary herein, the following provisions apply with respect to your use of any mobile application version of the Services compatible with the iOS operating system of Apple Inc. ("Apple" and such mobile application, the "App"). Apple is not a party to this Agreement 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 will 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 STEMHUNTER. The license you have been granted pursuant to this Agreement 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 and conditions of this Agreement, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof. Notwithstanding the foregoing, STEMHUNTER's right to enter into, rescind or terminate any variation, waiver or settlement under this Agreement is not subject to the consent of any third party.

**Google Specific Terms.** If you acquire any mobile software from Google Play (or its successors) operated by Google, Inc. or one of its affiliates ("**Google**"), then to the extent of any conflict between (a) the Google Play Terms of Service and the Google Play Business and Program Policies or such other terms which Google designates as default end user license terms for Google Play (all of which together are referred to as the "**Google Play Terms**"), and (b) the other terms and conditions in this Agreement, the Google Play Terms shall apply with respect to your use of any mobile software that you acquire from Google Play. STEMHUNTER and you hereby acknowledge that Google does not have any responsibility or liability related to compliance or non-compliance by STEMHUNTER or you (or any other user) under this Agreement or the Google Play Terms.

**14. Links to other sites.** Links to other independent third-party websites ("Linked Sites") are provided solely as a convenience to you and do not imply that STEMHUNTER sponsors, endorses, is affiliated or associated with the same. Such Linked Sites are not under STEMHUNTER'S control and STEMHUNTER is not responsible for the content of such Linked Sites, including any information, materials, products, trademarks, service marks, trade names, or other intellectual property or proprietary rights contained therein. You must make your own independent judgment regarding your accessing any Linked Sites and/or dealing with any third party. If you do so, it is at your own risk and STEMHUNTER is not and will not be responsible for any loss or damage of any kind or nature that you may incur as a result thereof. STEMHUNTER DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY OF ANY KIND OR NATURE FOR ANY LINKED SITES, SERVICES OR PRODUCTS OFFERED, PROVIDED OR ADVERTISED BY A USER OR THIRD PARTY THROUGH THE SERVICES AND STEMHUNTER IS NOT AND WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR YOUR INTERACTION OR TRANSACTION WITH SUCH USER OR THIRD-PARTY.

**15. Feedback and Testimonials.** If you provide STEMHUNTER with comments, ideas, opinions, recommendations or suggestions regarding the Services or participate in any evaluation of the Services ("**Feedback**"), such Feedback will be the sole property of STEMHUNTER and STEMHUNTER will own exclusively all now known or later discovered rights to the Feedback Submission and be entitled to unrestricted use of the Feedback for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person. Without limiting the generality of the foregoing, the Feedback will be deemed to include a royalty-free, perpetual, irrevocable, transferable, sublicensable and non-exclusive right and license for STEMHUNTER to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works of, and display (in whole or in part) worldwide, or act on any such Feedback without additional approval or consideration in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content, and you hereby waive any claim to the contrary and any moral rights to the extent permitted by applicable law. Further, the Feedback will be deemed to be non-confidential and STEMHUNTER will be free to use the same on an unrestricted basis without any liability to you or any third-party for use or disclosure of the same. You agree not to provide any Feedback that is false or misleading or that breaches any agreement you have with a third party. Any testimonials, examples, case studies and photos that may be provided in connection with Services are not intended to represent or guarantee that current or future Users will achieve the same or similar results, nor do they represent the "average" or "typical" experience of a User in any way, but rather, they are provided for illustrative purposes only.

**16. Governing Location.** The Services are controlled and operated by STEMHUNTER from within the United States of America. STEMHUNTER makes no representations that the Services may be lawfully viewed, accessed or used outside of the United States. Those who choose to access the Services from other locations do so on their own initiative and risk and are responsible for compliance with the laws of the United States and their applicable jurisdiction. Such Users should not provide any personal information or personally identifiable information and if they do so, such Users fully understand and consent to the collection and processing of such information in the United States of America. You may not use the Services if you are a resident of a country embargoed by the United States, Canada or are a foreign person or entity blocked or denied by the United States government and/or in violation of U.S. export laws and regulations.

**17. Governing Law.** Unless otherwise required by a mandatory law, this Agreement and any disputes, claims or controversies arising out of this Agreement (collectively referred to as the "Litigation") shall be governed by and construed and enforced in accordance with the internal substantive laws of the State of Ohio without respect to conflict of laws principles. THIS AGREEMENT SHALL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE SALE OF INTERNATIONAL GOODS, THE UNIFORM COMMERCIAL CODE, NOR INCOTERMS. You and STEMHUNTER each hereby irrevocably and unconditionally: (a) agree that any Litigation shall be brought in the state or federal courts located in the State of Ohio (the "Courts"); (b) agree to submit to the sole, exclusive and personal jurisdiction of the Courts; (c) waive, to the fullest extent permitted by applicable law, any claim not to be personally subject to the jurisdiction of the Courts and/or any other objection to such venue/jurisdiction; (d) agree not to plead or claim that the Litigation has been brought in any inconvenient forum or that there are indispensable parties to the Litigation that are not subject to such venue/jurisdiction; and (e) agree not to bring any Litigation as a plaintiff or class member in any class or representative action. Nothing herein will prohibit



the parties from settling their disputes in any forum as they may mutually agree in writing, including binding or non-binding mediation or arbitration. Any cause of action you may have with respect to the matters contained herein or your use of the Services must be commenced within one (1) year after the claim or cause of action arises.

**18. Severability and Waiver.** The provisions of this Agreement are severable, and if any one or more provision is found by a court of competent jurisdiction to be invalid, illegal or judicially unenforceable, in whole or in part, that provision will be severed and removed from this Agreement (or reformed as permitted) and the remaining provisions will continue in full force and effect. STEMHUNTER's failure to exercise or enforce any provisions or rights under this Agreement will not operate as a waiver thereof, nor shall it prevent or preclude the enforcement of the same or any other rights and provisions of this Agreement thereafter. Any waiver must be in writing signed by STEMHUNTER.

**19. Force Majeure.** STEMHUNTER will not be liable for, and will be excused from, any delay or failure to deliver or perform the Services due to causes beyond its reasonable control including, but not limited to: labor disputes, strikes, fires, riots, wars, terrorism, pandemics, epidemics, government orders or acts of God. The period of performance will be extended, if possible, to such extent as may be appropriate after the cause of the delay or non-performance has been removed.

**20. Confidentiality.** In connection with the Services, you may receive information or be exposed to features and functionality that are not known or available to the general public, including, but not limited to, login credentials, technology, API Keys, dashboards, widgets, insertion codes, salary data and guidelines and documentation relating to the Services ("**Confidential Information**"). You agree that: (a) all Confidential Information will remain the exclusive property of STEMHUNTER; (b) you will use Confidential Information only as is necessary for your use of the Services and in accordance with this Agreement; (c) you will not disclose Confidential Information to any third party; and (d) you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Agreement. You further agree not to share with, or otherwise disclose to, any third party, log-in credentials or any other mechanism that permits access to the Services or any other non-public area of the STEMHUNTER Site. You acknowledge that your breach of any confidentiality or proprietary rights provision of this Agreement may cause STEMHUNTER irreparable damage, for which the award of damages would not be adequate compensation and therefore you agree that STEMHUNTER may institute an action to enjoin you from any acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and additionally, STEMHUNTER may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which we may be entitled at law or in equity.

**21. Electronic Submissions.** YOU ACKNOWLEDGE AND AGREE THAT YOUR ELECTRONIC SUBMISSIONS IN CONNECTION WITH THE SERVICES CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY THIS AGREEMENT AND YOUR INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO TRANSACTIONS YOU ENTER INTO ON THE SITE AND IN CONNECTION WITH THE SERVICES INCLUDING WITHOUT LIMITATION NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS.

**22. Miscellaneous.** This Agreement constitutes the entire agreement between you and STEMHUNTER with respect to the Services and supersedes any and all other prior agreements or understandings, verbal or written, between you and STEMHUNTER. This Agreement is binding on you, your heirs, representatives, successors and permitted assigns and will inure to the benefit of STEMHUNTER and its successors and assigns. Except as set forth herein This Agreement is not intended to be for the benefit of any third party, is not enforceable by any third party, and will not confer on any third party any remedy, claim, right of action or other right. Your promises and obligations contained in this Agreement will be construed as agreements independent of any other provision of this Agreement and will survive the termination of this Agreement for any reason. No agency, partnership, contractor, joint venture, employer-employee relationship or relationship of any kind is intended or created by this Agreement. You agree and represent that you have carefully considered this Agreement and any ambiguities shall not be enforced against the drafter, but shall be fairly read so as not to prejudice the rights of STEMHUNTER.

**23. Notices.** STEMHUNTER may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on the Site, as determined by STEMHUNTER in its sole discretion. STEMHUNTER reserves the right to determine the form and means of providing notifications to Users, provided you may opt out of certain means of notification. STEMHUNTER is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. We recommend that you add [Support@STEMHUNTER.com](mailto:Support@STEMHUNTER.com) to your email address book to help ensure you receive email notifications from us. Any notices to be given to STEMHUNTER pursuant to this Agreement may be given by U.S. mail to STEMHUNTER LLC 38100 Colorado Avenue, Avon, Ohio 44011 or by email at [Support@STEMHUNTER.com](mailto:Support@STEMHUNTER.com).

Under California Civil Code Section 1789.3, California users of the Services receive the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

**24. Job Seekers – Additional Terms.** As a Job Seeker, you can access and use the Services to search and apply for job opportunities ("**STEM Job Postings**"), receive job alerts via email/or SMS where such features are available to you ("**STEM Job Notifications**"), and submit your resume/CV user in connection with STEM Job Postings, your User account and/or STEMHUNTER's STEM Professional Database.

If you have not already manually created your User account, a User account will automatically be created for you when you sign up for STEM Job Notifications or you apply to a STEM Job Posting. You will then receive an email with your username and a link to reset your password. Whether or not you choose to reset your password, the User account will exist under your username and the resume associated with the action you took will be connected with that User account. If you do not want a User account, please contact [Unsubscribe@STEMHUNTER.com](mailto:Unsubscribe@STEMHUNTER.com).

By applying to a STEM Job Posting, you give us permission to: (a) store your User Information (including your resume/CV); (b) share your User Information with the entity that posted the STEM Job Posting, as long as all parameters selected by that entity are met, where applicable and (c) add your resume/CV to STEMHUNTER's STEM Professional Database which will be available to be searched, viewed, or downloaded by any persons or entities that have access rights to the STEM Professional Database.

By providing your resume/CV in connection with the Services and/or signing up for STEM Job Notifications, you agree that we may use the same to send you information about STEM Job Postings that may interest you and you consent to our providing/sharing your resume/CV and User Information with potential employers, recruiters, or staffing agencies and including your resume/CV in STEMHUNTER's STEM Professional Database.

When your resume/CV is included in the STEM Professional Database, you are: (i) consenting to STEMHUNTER matching words, skills, or certifications that are present or implied in your resume/CV or other application materials to words, skills, or certifications present or implied in a STEM Job Posting or an employer's or recruiter's search of terms, and if there are any matches, to present matching resumes/CVs to the applicable employer or recruiter and to send information to you about STEM Job Postings that may be of interest to you, and (ii) acknowledging that we may 'parse' the resume/CV and other applicable information into another format to create a profile view and/or enable searchable text for an employer and such employer will also be able to see your resume/CV in the form in which you originally submitted it to STEMHUNTER.

It is your responsibility to ensure that your resume/CV is always updated, current and accurate before you apply to a STEM Job Posting so an employer receives the most up-to-date information about you. If you elect to apply through a third-party account, such as Facebook or LinkedIn.com, you will be asked to log-in to the applicable account, and the profile, resume and other information that you have provided as part of any of those accounts will then be provided to the entity that posted the applicable STEM Job Posting. Please note that STEMHUNTER cannot and does not guarantee that the User Information and resume/CV that you provide will be held in confidence or properly secured by the applicable recipient.

If you ask STEMHUNTER to submit a message to any employer or third party or if you apply for a job using the Services, you accept that we do not guarantee that the recipient entity will receive, access, view, or respond to your requests or that the transmission of data will be error-free. Any screener questions provided by the entity posting a STEM Job Posting are entirely in the control of that entity and if you require alternate screener questions or application process, you must contact the applicable entity directly.

You are prohibited from taking any of the following actions (in addition to all other prohibited actions set forth in this Agreement including, but not limited to those stated in Section 5, 7 and 8 hereinabove):

- posting or submitting any inaccurate, incomplete, or false biographical information or another person's information;
- posting any resume or applying for any job on behalf of another party;
- impersonating another person or otherwise misrepresenting your affiliation with a person or entity,
- hiding or attempting to hide your identity and/or conducting fraud of any kind whatsoever;
- deferring any contact from an employer to any agent, agency or other third party;
- posting content that contains restricted or password-only access pages or hidden pages or images;
- deleting or altering any material posted by any other person or entity;
- soliciting passwords or personally identifiable information from other Users;
- accessing data not intended for you or logging into an account which you are not authorized to access

- posting or submitting any document, material or content of any kind that: is unlawful, illegal, defamatory, libelous, implicitly or explicitly offensive, vulgar, obscene, threatening, abusive, hateful, racist, discriminatory, menacing; is likely to cause annoyance, inconvenience, embarrassment, anxiety; could cause harassment to any other person or entity; or includes links to pornographic, indecent or sexually explicit material, as determined by STEMHUNTER in its sole discretion.

Violations of the foregoing may result in civil and/or criminal liability. STEMHUNTER will investigate such violations and as applicable involve/cooperate with law enforcement authorities to prosecute Users involved in such violations. STEMHUNTER may take any action with respect to User Information that it deems necessary or appropriate in its sole discretion.

By providing your email address to STEMHUNTER, you consent to our using that email address to send you messages related to the Services, updates, improvements and features of the Services and notices required by law in lieu of postal mail. If you have consented to receive email STEM Job Notifications or marketing communications from us, we will send you such communications until you opt-out or change your preferences in your User account page or by following the opt-out and/or unsubscribe instructions in the email message, or by requesting to be opted-out by emailing us at [Unsubscribe@STEMHUNTER.com](mailto:Unsubscribe@STEMHUNTER.com). Please note that such opt-out will not apply to any service-related communications, including those related to security, legal notices, your User account, your use of the Services and billing unless you deactivate your User account entirely and stop using the Services.

**25. Employers, Staffing Companies and Recruiters – Additional Terms.** Users that are employers, staffing companies, recruiters and the like may use the Services to (a) post and/or distribute STEM Job Postings, (b) search for prospective employees/candidates, and/or (c) view resumes or curriculum vitae (CV) in the STEM Professional Database and STEMHUNTER is not and will not to be considered an employer for any purpose whatsoever in connection with the same. You agree to deal fairly and professionally with all Job Seekers who respond to your STEM Job Posting and to be solely responsible for interviewing, performing background and reference checks on, verifying information provided by, and making an employment decision with respect to the Job Seekers. You further agree to indemnify and defend STEMHUNTER and its subsidiaries and affiliates and their respective officers, directors, shareholders, members, managers, employees, agents, representatives, insurers, successors and assigns (collectively “STEMHUNTER”) from and against any and all claims brought by any Job Seeker(s) against STEMHUNTER arising from your breach of this agreement or any other agreement you have with STEMHUNTER.

#### User Account and Authorized Users

With respect to your User account, you represent, warrant and agree: (a) to limit access only to the number of individuals permitted under your selected plan (“Authorized Users”); (b) to be responsible for all activity, acts or omissions of all Authorized Users who access the Services; (c) not to share log-in credentials and account information with any third parties; (d) not to sell or sublicense access to your User account or the Services; (e) not to charge or receive payment of any kind from any person/entity to access or use your User account and the Services in whole or in part; (f) to ensure that Authorized Users comply with this Agreement and any other agreement you may have with STEMHUNTER; (g) to immediately notify STEMHUNTER of any known, suspected or alleged unauthorized use of your User account and/or your password or breach of security or other violation of this Agreement; and (h) to cooperate with us in any investigation of any known, suspected or alleged violation of this Agreement and/or any action by us to enforce this Agreement. STEMHUNTER may suspend, limit, condition, or terminate an Authorized User's access to the Services or any features thereof, in the event that STEMHUNTER reasonably determines that such Authorized User has violated or appears to have violated this Agreement.

#### STEM Job Posting Rules

You understand and agree that STEMHUNTER is under no obligation to accept, publish or distribute any STEM Job Postings and may require some STEM Job Postings to be reviewed and/or verified to prevent fraud or abuse of the Services or for any other reason in our sole discretion. Additionally, STEMHUNTER cannot and does not guarantee any responses to your STEM Job Postings, nor the quality of any Job Seekers who may respond or apply to your STEM Job Postings.

In addition to all other requirements under this Agreement, you represent and warrant with respect to all STEM Job Postings you submit, make available, provide, post or distribute, on your own behalf or on behalf of any other person/entity (whether or not during a Free Trial) that: (a) the content will strictly comply with all applicable local, state, federal and international laws, statutes, ordinances and regulations including without limitation those related to employment, privacy and anti-discrimination; (b) you have the necessary rights to permit the publication, distribution, transmission and use of STEM Job Postings by STEMHUNTER pursuant to this Agreement; (c) the publication, distribution, transmission and use of the STEM Job Postings does not and will not violate any applicable laws applicable local, state, federal and international laws, statutes, ordinances and regulations, infringe on any copyright, trademark, proprietary, intellectual or other rights of any person or entity, or be construed as false advertising or

defamation; (d) you have the authority to grant permission to STEMHUNTER to wrap or collect STEM Job Postings from applicable websites if necessary, to include in distributions and any such wrapping will not cause STEMHUNTER to violate the rights of any third party; (e) you are solely responsible for any liability arising out of the publication, distribution, transmission and use of the STEM Job Postings or material to which users can link through such STEM Job Postings; and (f) you will defend, indemnify and hold harmless STEMHUNTER and its subsidiaries, and affiliates and their respective officers, directors, shareholders, members, managers, employees, insurers, agents, representatives, successors and assigns (collectively "STEMHUNTER") from and against all claims, actions, demands, liabilities, obligations, costs, losses, damages, attorneys' fees and expenses harmless arising out of or in connection with STEM Job Postings and/or your breach of this Agreement, to the maximum extent permitted by applicable law.

You agree not to post or promote any STEM Job Posting that: (i) violates any applicable local, state, federal and international laws, statutes, ordinances and regulations; (ii) contains any inaccurate, false or misleading information; (iii) requires Job Seekers to pay to apply, for training, for training materials or samples; (iv) contains "hidden" keywords or keywords that are irrelevant to the job being posted; (v) includes screening requirements/criteria that are not a bona fide occupational requirements for the job being posted; (vi) requires the Job Seeker to provide information that is prohibited under applicable local, state, federal and international laws, statutes, ordinances and regulations; (vii) sells, promotes or advertises products or services; (viii) involves franchise, pyramid scheme, distributorship or multi-level marketing opportunities, or requires recruitment of other members, sub-distributors or sub-agents; (ix) endorses a particular political party, political agenda, or political position; (x) contains links to any site competitive with STEMHUNTER; (xi) contains content or links to content which exploit people in a sexual, violent or other manner, or solicits personal information from anyone under the age of 13; and (xii) advertises job openings located in countries subject to economic sanctions of the United States government, except where permitted by applicable law.

You understand and agree that STEMHUNTER reserves the right to and may remove, without any liability to you or any other person/entity, any STEM Job Posting or other content, communication or information which in its sole judgment: (1) violates or may violate this Agreement and/or applicable local, state, federal and international laws, statutes, ordinances and regulations; (2) is false, inaccurate, misleading, deceptive, fraudulent, libelous, defamatory, immoral, offensive, obscene, pornographic, disruptive, threatening, abusive or illegal; (3) adversely affects or violates the rights of any other User, STEMHUNTER or any other third-party.

Please report any violations of these STEM Job Posting Rules to [Support@STEMHUNTER.com](mailto:Support@STEMHUNTER.com) with the subject-line Violation of STEM Job Posting Rules. For content that allegedly violates your copyright, please see Section 12 above.

STEM Professional Database. If your Services include access to the STEM Professional Database, then STEMHUNTER hereby grants you a limited, revocable, non-transferable, non-sublicensable, non-exclusive right to access and search the STEM Professional Database and view/download resumes/CVs for the limited and sole purpose of seeking potential Job Seekers for your legitimate employment opportunities and for no other use or purpose whatsoever. You represent, warrant and agree: (a) to use the STEM Professional Database and all the information contained within all resumes/CVs ("Data") in accordance with this Agreement and all applicable local, state, federal and international laws, statutes, ordinances and regulations including without limitation those related to communication, privacy and data protection; (b) not to disclose any Data to any third party unless authorized by STEMHUNTER in writing; (c) not to use the STEM Professional Database in any way which, in STEMHUNTER's sole discretion, adversely affects STEMHUNTER'S business, prospects, Services or Users ability to access the Services; (d) not to share your STEM Professional Database login credentials with any other person/entity; (e) not to resell or sub-license access to the STEM Professional Database or any portion thereof, or any Data contained therein; (f) not to use the STEM Professional Database or any Data contained therein to market or sell products, promotions or services to any Job Seekers or to source or contact Job Seekers with regard to career fairs and business opportunities prohibited by this Agreement; (g) not to use any automated computer programs or software to download resumes/CV or to extract Data from the STEM Professional Database; (h) not to use STEM Professional Database or any Data contained therein to send unsolicited mail, e-mails, phone calls, SMS, or faxes to Job Seekers; (i) to implement and take appropriate physical, technical, organizational and administrative measures to prevent unauthorized or unlawful processing of any Data obtained from the STEM Professional Database and to protect the same from loss, misuse, unauthorized access, disclosure, alteration, damage or destruction and to notify STEMHUNTER immediately in the event of any suspected or actual unauthorized access or disclosure of Data; and (j) to defend, indemnify and hold harmless STEMHUNTER and its subsidiaries, and affiliates and their respective officers, directors, shareholders, members, managers, employees, insurers, agents, representatives, successors and assigns (collectively "STEMHUNTER") from and against all claims, actions, demands, liabilities, obligations, costs, losses, damages, attorneys' fees and expenses incurred by STEMHUNTER due to your failure to comply with any of the foregoing and/or your obligations under applicable data protection and privacy laws and regulations.

The STEM Professional Database may not be used in any manner that interferes with the ability of Users to access the STEM Professional Database or imposes an unreasonable or disproportionately large load on STEMHUNTER's infrastructure. Notwithstanding anything in this Agreement to the contrary, STEMHUNTER reserves the right to and may, in its sole discretion, limit the amount of Data, views and downloads that may be accessed by you or the number of contacts, emails or messages you may make or send within in any time period in order to mitigate any overload to the Services or in response to any abuse of the Services. Such limits may be amended in STEMHUNTER's sole discretion from time to time. STEMHUNTER reserves the right to and may in its sole discretion, suspend or terminate access to the STEM Professional Database or terminate this Agreement in the event of any non-compliance with this Agreement or any other agreement you may have with STEMHUNTER.

If a Job Seeker opts out of the STEM Professional Database at any time, STEMHUNTER reserves the right to block access to and/or remove the Job Seeker's resume/CV from the STEM Professional Database. You understand and agree that: (i) STEMHUNTER does not verify whether any telephone number contained within a resume/CV is a landline or a cell phone number, and it is your sole responsibility to ensure that any communication with the Job Seeker is in compliance with applicable local, state, federal and international laws, statutes, ordinances and regulations related to telephone calls, automated dialing, SMS, spam, fax, and unsolicited communications; (ii) STEMHUNTER makes no representations or warranties regarding any resumes/CVs, materials, content and/or Data provided or generated in connection with the STEM Professional Database; and (iii) STEMHUNTER and the STEM Professional Database serve as a passive conduit for receipt of resumes/CVs, materials, content and Data, with not obligation to screen or verify the same and it is your sole responsibility to conduct all due diligence related thereto.

If you access or use the STEMHUNTER Services through a third-party platform (e.g., applicant tracking system partners, job board partners, or other strategic partners) you understand and agree that you may only post STEM Job Postings in connection with hiring employees for your own organization and if you fail to do so, STEMHUNTER reserves the right to and may, in its sole discretion, reject or disable your use, or any portion of your use, of the Services through such third-party platform.

Free Trial and Cancellation. If you have been offered a free trial to the Services ("**Free Trial**"), you may be required to: select a desired plan and provide a valid credit/debit card and billing information. Your credit/debit card will not be charged until the expiration of the Free Trial. You can cancel at any time during the Free Trial by calling us at (888) 315-0462 or sending us an email at [Support@STEMHUNTER.com](mailto:Support@STEMHUNTER.com). If you do not cancel prior to the end of the Free Trial, we will automatically charge your credit/debit card for the monthly plan until you cancel as provided hereinbelow. It is your responsibility to timely cancel your Free Trial to avoid any unwanted charges. Once your Free Trial is cancelled, you will lose access to the Services and all related information and Data.

#### Paid Plans, Renewals and Cancellations.

Paid Plans will begin and be automatically renew for the duration of the plan (e.g., every 30 days, 3 months, 6 months, annual or other period) that you selected during the sign-up process ("Term"), unless you cancel your plan prior to the end of each Term by calling us at (888) 315-0462 or sending us an email at [Support@STEMHUNTER.com](mailto:Support@STEMHUNTER.com). If your plan is not terminated timely and correctly, you will continue to accrue charges for the applicable Term, even if you do not use the Services. You understand and agree that you will not receive any refund of prepaid fees if you request a cancellation prior to the end of an applicable Term. Once your plan is cancelled you will lose access to the paid Services and all related information.

#### Payments

All fees and charges associated with your plan, and/or with any additional products, services or upgrades you select, together with any applicable sales, use, excise, goods and services tax (GST), consumption or other similar tax, will be charged to the payment method you provided and/or associated with your User account. You agree to pay all charges incurred by those using your credit/debit card at the prices in effect when such charges are incurred. If at any time your designated credit/debit card will not accept the fees and charges due, you agree that STEMHUNTER may suspend or terminate your access to the Services and you will continue to remain liable for entire amount owing even after your access to the Services has been terminated or suspended. Delinquent payments may bear interest at the rate of one-and-one-half percent per month (eighteen percent per annum) or the highest rate permitted by law, if less, from the payment due date until paid in full and you will be responsible for all reasonable collection costs, expenses and legal/attorney fees incurred by STEMHUNTER in collecting delinquent amounts. You agree that the credit/debit card and billing information you provided may be shared with third parties such as payment processors, credit agencies and/or collection agencies for the purposes of checking your credit, effecting payment, collecting payments, providing the applicable Services to you and/or in order to enforce this Agreement. We may also share this information with law enforcement authorities and in response to subpoenas, court orders and search warrants.

Termination and Refund. STEMHUNTER reserves the right to and may, in its sole discretion, permanently or temporarily limit, condition, terminate or suspend your access to the Services or any features thereof if you make any misrepresentation of fact or otherwise misled STEMHUNTER with regard to the nature of your business activities, you commit fraud or other abuse using the Services, and/or you breach or violate any provision of this Agreement or any other agreement you may have with STEMHUNTER, without any liability to you or any other person/entity. In such event, you understand and agree that you will not receive a refund for any prepaid fees and you will remain liable for any outstanding fees due to STEMHUNTER under your plan, this Agreement or any other Agreement you may have with STEMHUNTER, even after your access to the Services has been terminated or suspended.

**26. Site Accessibility.** STEMHUNTER strives to make its Services, including its Site and its communications, accessible to all people, including individuals with disabilities. If you have any difficulties in accessing or navigating the Services (including the Site) due to a disability, please contact Scott at [Support@STEMHUNTER.com](mailto:Support@STEMHUNTER.com) or (440) 537-0738.

**27. Questions.** If you have any questions regarding the foregoing, please contact Scott at [Support@STEMHUNTER.com](mailto:Support@STEMHUNTER.com) or (440) 537-0738.

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