

Sentech Terms of Use

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PLEASE READ THESE TERMS OF USE CAREFULLY, AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

These Terms of Use govern your access and usage by as Applicant of the products, features, websites, apps, services, technologies, and software operated or offered by Sentech Employment Services, Inc. ("Sentech", "we", "our"), including our website at Sentechservices.com (collectively, the "Products"), whose main purpose is the hiring of Applicants by companies in an online environment.

Sentech understands as "Applicants" all those users, who are natural persons, who are searching for a job and who use the Sentech services and Products and access the platforms owned by Sentech.

In this respect, the purpose of Sentech is to provide the Applicant with access to job offers published by Companies registered in the platform through its local website. The purpose of Sentech is also to recommend job offers to the applicants that match their professional profile and/or the professional preferences chosen by the applicant. These recommendations will be made through the specific recommendation section and through e-mail communications or mobile notifications.

In addition to this, the purpose of Sentech is to hire selected applicants through temporary work agencies and to provide them with all the work-related services linked to their hiring process.

Please review these Terms of Use carefully before accessing the Products. By using or accessing the Products, you acknowledge and agree that you have read, understand, and agree to be bound by these Terms of Use. You also acknowledge that you have read and understand our data practices as described in the [Privacy Policy](#) applicable to the Products and related content you use or otherwise access ("Content"). If you do not wish to be bound by these Terms of Use, and any applicable Additional Terms (defined below), you should not use or access the Products.

These Terms of Use affect your legal rights, responsibilities, and obligations, govern your use of the Products, are legally binding, limit Sentech's liability to you, and require you to indemnify us and to settle certain disputes through individual arbitration.

In some instances, registered Applicants may be subject to different or additional terms and conditions, policies, and guidelines ("Additional Terms") that are applicable to certain parts of the Products, which will be informed by e-mail when such services or Products are introduced. In the event of a conflict between these Terms of Use and the Additional Terms, the Additional Terms shall control.

These Terms of Use and the Additional Terms are subject to change at any time, so we encourage you to periodically review all terms and conditions posted on the Products. If we make any material changes to these Terms of Use or the applicable Additional Terms, we will post the updated version along with an update date.

BY ACCESSING OR USING THE PRODUCTS IN ANY WAY, YOU ARE AGREEING TO THE TERMS OF USE HEREIN AS WELL AS THE [PRIVACY POLICY](#), AS THEY MAY BE UPDATED AND AMENDED FROM TIME TO TIME. SHOULD YOU OBJECT TO ANY TERM OR CONDITION OF THE TERMS OF USE OR PRIVACY POLICY, YOU MAY

NOT ACCESS OR USE THE PRODUCTS. PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION ABOUT LIMITATIONS OF LIABILITY AND RESOLUTION OF DISPUTES THROUGH ARBITRATION RATHER THAN IN COURT.

Sentech may modify these Terms of Use at any time without notice, effective upon posting updated Terms of Use. Your continued use of the Products constitutes your acceptance to the updated Terms of Use. Sentech has the right, but is not obligated, to strictly enforce the Terms of Use through active investigation, litigation, and prosecution.

1. Intellectual Property Ownership; Your Rights to Use the Products and Content.

- a. Ownership. The Products and all of the Products' content (collectively, "Content"), including all copyrights, patents, trademarks, service marks, trade names, and all other intellectual property rights therein ("Intellectual Property"), are owned or controlled by Sentech, our licensors, and/or certain other third parties. All right, title, and interest in and to the Content and Intellectual Property available via the Products is the property of Sentech, our licensors, or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other Intellectual Property and unfair competition rights and laws to the fullest extent possible. Sentech owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Products.
- b. Your Rights to Access and Use the Products and Content. Your right to access and use the Products and Content is subject to your strict compliance with these Terms of Use and the applicable Additional Terms. Your right to access and use the Products and the Content shall automatically terminate upon any violations of these Terms of Use. These rights are non-exclusive, limited, and revocable by Sentech at any time in our sole discretion without advanced notice or liability. As your right to access and use the Products and the Content is personal to you, you may neither assign nor transfer your right; any attempt to do so is void. You may, for your personal, non-commercial, lawful use only (*collectively*, the following are the "Licensed Elements"):
 - i. Display, view, use, and play the Content on a computer, mobile, or other internet-enabled or permitted device ("Device") and/or print one (1) copy of the Content (excluding source and object code in raw form or otherwise) as it is displayed to you;
 - ii. Subject to any applicable Additional Terms, if the Products include a "Send to Friend," social media sharing, or similar tool that allows you to initiate and send to one or more of your contacts a communication that includes Content, or to post our Content to third-party services or your own site or online service, and the tool is operational, use the tool to do so; provided, however, that you do NOT do so in any manner that violates applicable law or third-party rights or reflects negativity on us, and only send to recipients you have permission to contact;
 - iii. If the Products includes a "Download" link next to a piece of Content (including an image, an icon, a wallpaper, a music track, a video, a trailer, or an RSS feed), you may only download a single copy of such Content to a single Device;
 - iv. Download, install and use one (1) copy of any software, including apps, that we make available on or through the Products ("Software") on your Device in

machine-executable object code form only and make one (1) additional copy for back-up purposes; provided, however, that you understand and agree that:

- by allowing you to download the Software, Sentech does not transfer title to the Software to you (*i.e.*, you own the medium on which the Software is recorded, but the Software's owner (which may be Sentech and/or its third-party Software licensor) will retain full and complete title to such Software);
- you may not copy, modify, adapt, translate into any language, distribute, or create derivative works based on the Software, except as expressly authorized in these Terms of Use or applicable Additional Terms, without the prior written consent of Sentech;
- you may not assign, rent, lease, or lend the Software to any person or entity, and any attempt by you to sublicense, transfer, or assign the Software will be void and of no effect; and
- you may not decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Software by any means whatsoever, except to the extent the foregoing restriction is prohibited by applicable law;

- v. If made available to you, obtain a registered personal account (and/or related username and password) on the Products and interact with the Products in connection therewith;
- vi. Link to the Products from a website or other online service, so long as:
 - the links only incorporate text, and do not use any Sentech names, logos, or images;
 - the links and the content on your website do not suggest any affiliation with Sentech or cause any other confusion; and
 - the links and the content on your website do not portray Sentech or its products or services in a false, misleading, derogatory, or otherwise offensive manner, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third-party or are otherwise objectionable to Sentech. Sentech reserves the right to suspend or prohibit linking to the Products for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third-party;
- vii. Stream the Content using any of the widgets and/or other digital streaming internet video players, if any, provided on the Products; and
- viii. Use any other functionality expressly provided by Sentech on or through the Products for use by users, subject to these Terms of Use (including functionality to create and/or post User-Generated Content (as defined below)) and any applicable Additional Terms.

- c. Rights of Others. In using the Products, you must respect the Intellectual Property and rights of others and Sentech. Your unauthorized use of Content may violate the rights of others and

applicable laws and may result in your civil and criminal liability. If you believe that your work has been infringed via the Products, see Section 4 below.

- d. Reservation of all Rights Not Granted as to Products and Content. These Terms of Use and any applicable Additional Terms include only narrow, limited grants of rights to use and access the Products and Content. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU ARE RESERVED BY SENTECH AND ITS LICENSORS AND OTHER THIRD PARTIES. Any unauthorized use of any Content or the Products for any purpose is prohibited.
- e. Third-Party Services. We are not responsible for third parties or their content, advertisement(s), apps, or sites (“Third-Party Services”). For instance, portions of the Products may be integrated into or linked to third-party sites, platforms, and apps that we do not control. Similarly, we may make ads and third-party content or services, which we also may not control, available to you on or via our Products. This may include the ability to register or sign into our Products using third-party tools, and to post content on third-party sites and services using their plug-ins made available on our Products. Use caution when dealing with third parties and consult their terms of use and privacy policies. We take no responsibility for Third-Party Services and shall not be liable for any damages caused by your use or reliance on Third-Party Services. For reference, if you are accessing or using the Products through Apple, Android, or any other mobile operating system platform, these are Third-Party Services.

2. Job Candidacy Information and Employment Search Services

- a. Scope of Sentech Job Candidacy Information and Employment Search Services:
- Sentech Products, Content, and all related services (hereinafter the “Services”) are directed towards the provision of job candidacy information and employment search services. The services which Sentech offers to you primarily include the following:
 - Signing up for a free job applicant account in the Sentech platform through the service-activation process in order to contact companies.
 - Services and tools for the job search management through the Sentech platform.
 - Customized home page in the private menu.
 - Sentech can proactively suggest the job applicant as a possible applicant for job offers if the user's profile matches the profile sought by the companies.
 - Job recommendation service: automatic and free offers sent to the platform. Sentech offers the possibility of being notified of the job offers which best suit the job applicant's profile through e-mail communications in a quick and private way and free of charge.
 - Services of promotional e-mail communications related to the employee recruitment and training sector.
 - Being possibly hired by our temporary work agencies in those countries where we provide this service for the user companies.

- Possible signing of the contract and Service of work-related documentation through our website: contract, extensions, pay slips issued with the frequency stipulated in it, etc.
- Other services which Sentech may create and which, according to it, may be interesting for job applicants using the Services, such as advice, training, professional contact network, forums, access to news, etc.

Sentech does not require any payment for job applications and does not charge any fees for obtaining work with them. If you have any information regarding anyone being charged for securing work with Sentech or being asked for money or gifts to be kept employed, please notify us immediately by email: dpo@Jobandtalent.com

b. Professional References

Subject to the limitations set forth in Sentech’s [Privacy Policy](#), Sentech collects personal references related to the job applicants using its Products and Services, provided that they give their consent. The professional references collected by Sentech are provided by our applicant's ex-employers. The contact information of said employers is provided by the job applicants, under their sole responsibility. The job applicants guarantee that they provide Sentech with the information on their ex-employers with their full knowledge and consent. The burden of proof lies with the job candidate.

The professional references are collected through restricted fields, and there is a score system to assess the professional qualities of the applicants. Ex-employers may also include a voluntary comment about the professional performance of the applicants. Sentech assesses the information collected by the restricted fields of scores, and especially by the voluntary comment fields, in order to ensure that the quality principle of the data is observed and that this information is not excessive or exaggerated for their purpose. In addition to this, this control allows Sentech to check that the information from the applicants which is specially protected is not collected.

c. Obligations of the Job Applicant Using the Services

When you sign up to use to Products and/or Services as a job applicant, you undertake to use the platform and the services which can be accessed through it diligently, subject to the law, to a good conduct and to these Terms of Use and, when applicable, to the particular Additional Terms which may be applicable when requesting specific services.

Sentech makes the use of most of its Services conditional to the prior filling of the corresponding job applicant sign-up form in the platform. When signing up, you shall select an identifier (ID or login) and a password, and you undertake to keep it and use it with due diligence.

All passwords issued through the Sentech Products are personal and non-transferrable, and the transfer of same passwords to third parties, even if it is temporary , are not allowed. In this respect, the job applicant shall take all the necessary measures in order to guard their password, preventing it from being used by third parties. Thus, the job applicant is solely responsible for the use of their password and otherwise Sentech shall be held harmless. If the Applicant knows or suspects their password is used by third parties, they shall promptly notify Sentech in writing.

When processing the sign-up information, the Applicant guarantees that he/she is over the minimum legal working age limit for the country where he/she is looking for a job, that he/she holds all necessary

work permits and other authorizations and that he/she is authorized to enter into an employment relationship.

Regarding the SMS services or mobile notifications, the Applicant guarantees that he/she is the holder, subscriber or user of the declared mobile phones and he/she is responsible for communicating any change to Sentech or, if possible, to make changes himself/herself in his/her profile area.

In any case, the Applicant shall be solely responsible for the false or inaccurate statements made and for the damages caused to Sentech or to third-parties due to the information they provide.

3. Content You Submit; Interactive Community Rules.

- a. User-Generated Content. Sentech may now, or in the future, offer users of the Products the opportunity to create, build, post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Products, or on or in response to our pages or posts on any third-party platforms or in connection with any of our promotions by any media or manner, or otherwise submit to us (e.g., on our Facebook® or other social media pages, in response to our tweets, through a sweepstakes or contest, or by otherwise sending it to us) (collectively, “submit”) messages, text, illustrations, files, images, graphics, photos, comments, responses, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other information or materials and the ideas contained therein (collectively, but excluding Sentech Licensed Elements included therein (“User-Generated Content” or “UGC”). You may submit UGC through your profile, forums, blogs, message boards, social networking environments, content creation and posting tools, subscription services, gameplay, social communities (including the Interactive Community (defined below), if applicable), contact us tools, email, and other communications functionality. Except to the extent of the rights and license you grant in these Terms of Use and, subject to any applicable Additional Terms, you retain whatever legally cognizable right, title, and interest that you have in your UGC.
 - i. Except as otherwise described in the Products’s posted Privacy Policy, or any applicable Additional Terms, you agree:
 - your UGC will be treated as non-confidential and non-proprietary by us – regardless of whether you mark UGC as “confidential,” “proprietary,” or the like – and will not be returned; and
 - to the maximum extent not prohibited by applicable law, Sentech does not assume any obligation of any kind to you or any third-party with respect to your UGC. Upon request, you will provide documentation necessary to authenticate rights to such content and verify your compliance with these Terms of Use or any applicable Additional Terms. You acknowledge that the Internet and mobile communications may be insecure and subject to breaches of security; accordingly, you acknowledge and agree that your UGC is submitted at your own risk.
 - ii. In your communications with Sentech, please keep in mind that we do not seek any unsolicited ideas or materials for products or services, or even suggested

improvements to products or services, including ideas, concepts, inventions, or designs for music, websites, apps, books, scripts, screenplays, motion pictures, television shows, theatrical productions, software or otherwise (collectively, "Unsolicited Ideas and Materials"). Any Unsolicited Ideas and Materials you submit are deemed UGC and licensed to us as set forth below. In addition, Sentech retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. Sentech's receipt of your Unsolicited Ideas and Materials is not an admission by Sentech of their novelty, priority, or originality, and it does not impair Sentech's right to contest existing or future Intellectual Property rights relating to your Unsolicited Ideas and Materials.

- iii. Except as otherwise described in any applicable Additional Terms (such as a promotion's official rules), which specifically govern the submission of your UGC, or in our Privacy Policy, you hereby grant Sentech the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your UGC (and derivative works thereof), for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. The granted rights include the right to: (A) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such UGC and combine same with other materials, and (B) use any ideas, concepts, know-how, or techniques contained in any UGC for any purposes whatsoever, including developing, producing, and marketing products and/or services. You understand that in exercising such rights, metadata, notices, and content may be removed or altered, including copyright management information, and you consent thereto and represent and warrant you have all necessary authority to do so. In order to further effect the rights and license that you grant to Sentech to your UGC, you also, as permitted by applicable law, hereby grant to Sentech, and agree to grant to Sentech, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any UGC, without any obligation or remuneration to you. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any UGC, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this section.
- iv. Sentech may, but will not have any obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of, any of your UGC, and Sentech

may, in its sole discretion, reject, delete, move, re-format, remove, or refuse to post or otherwise make use of UGC without notice or any liability to you or any third-party in connection with our operation of UGC venues in an appropriate manner, such as to enhance accessibility of UGC, address copyright infringement, and protect Users from harmful UGC. Without limitation, we may, but do not commit to, do so to address content that comes to our attention that we believe is offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, abusive, illegal, or otherwise objectionable or inappropriate, or to enforce the rights of third parties or these Terms of Use or any applicable Additional Terms. Such UGC submitted by you or others need not be maintained on the Products by us for any period of time, and you will not have the right, once submitted, to access, archive, maintain, change, remove, or otherwise use such UGC on the Products or elsewhere, except that California minors have certain rights to have certain content about them that they have themselves posted on the Products prospectively removed from public display as provided for in the Privacy Policy.

- v. Each time you submit any UGC, you represent and warrant that you are at least the age of majority in the jurisdiction in which you reside, or are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any UGC you submit, and that, as to that UGC: (A) you are the sole author and owner of the Intellectual Property and other rights to the UGC, or you have a lawful right to submit the UGC and grant Sentech the rights to it that you are granting by these Terms of Use and any applicable Additional Terms, all without any Sentech obligation to obtain consent of any third-party and without creating any obligation or liability of Sentech; (B) the UGC is accurate; (C) the UGC does not and, as to Sentech's permitted uses and exploitation set forth in these Terms of Use, will not infringe any Intellectual Property or other right of any third-party; and (D) the UGC will not violate these Terms of Use or any applicable Additional Terms, or cause injury or harm to any person.

- b. Interactive Community Rules. Some aspects of the Products may enable you to communicate with other users and post information and other material, including your own UGC, via an interactive community (the "Interactive Community"). You are using Interactive Community services if, for example, you view or participate in the Interactive Community, post a review, create a list, create a profile, submit any UGC, or otherwise participate in any interactive feature. Your use of the Interactive Community is subject to these Terms of Use and any applicable Additional Terms, as well as the following:

- i. You may use the Interactive Community only for lawful purposes and in accordance with these Terms of Use. If you are using our Interactive Community, and post, publish or communicate any UGC on or through the Interactive Community, please choose carefully the information that you post and/or provide to other users.

- ii. You may not post on or transmit through the Products any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, or otherwise objectionable material of any kind, including any material that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, rule, or regulation of the laws applicable to you or applicable in the country in which the material is posted. We reserve the right, in our sole discretion, to reject, refuse to post, or remove any posting or other UGC (including private messages) from you, or to deny, restrict, suspend, or terminate access to all or any part of the Interactive Community at any time, for any or no reason, without prior notice or explanation and without liability.
- iii. You may not post UGC that: (A) involves the transmission of "junk mail", "chain letters" or unsolicited mass mailing, instant messaging, "spimming" or "spamming"; (B) contains restricted or password-only access pages or hidden pages or images (those not linked to or from another accessible page); (C) solicits passwords or personal identifying information for commercial or unlawful purposes from other users; (D) involves commercial activities and/or sales such as contests, sweepstakes, barter, advertising, or pyramid schemes; (E) includes a photograph or video of another person that you have posted without that person's consent; (F) circumvents or modifies, or attempts to circumvent or modify, or encourages or assists any other person in circumventing or modifying any security technology or software that is part of the Products; (G) involves the use of viruses, bots, worms, or any other computer code, files, or programs that may interrupt, destroy, or limit the functionality of any computer software or hardware, or otherwise may permit the unauthorized use of or access to a computer or a computer network; (H) covers or obscures the banner advertisements on your personal profile page; (I) involves any automated use of the Products, such as using scripts to add friends or send comments or messages; (J) interferes with, disrupts or creates an undue burden on the Products or the networks or services connected to the Interactive Community; (K) impersonates or attempts to impersonate another Interactive Community user, person, or entity; (L) uses the account, username, or password of another Interactive Community user at any time or discloses your password to any third party or permits any third party to access your account; (M) sells or otherwise transfers your profile; or (N) uses any information obtained from the Products or Interactive Community in order to harass, abuse or harm another person or entity, or attempts to do the same.
- iv. We reserve the right, in our sole discretion, to remove your profile and/or deny, restrict, suspend, or terminate your access to all or any part of the Interactive Community for any reason.

- v. If you become aware of misuse of the Interactive Community, including any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, or otherwise objectionable material of any kind, material that encourages conduct that would constitute a criminal offense, gives rise to civil liability, or otherwise violates any applicable law, please contact us. Notwithstanding the foregoing and to the maximum extent permitted by applicable law, we assume no responsibility for ongoing monitoring of the Interactive Community or for removal or editing of any UGC, even after receiving notice. We assume no liability for any action or inaction with respect to conduct, communication or UGC within the Interactive Community. You are solely responsible for all activities that occur within the Interactive Community. The Interactive Community is not designed for use by individuals under the age of eighteen (18) years ("Minors"). No one under the age of eighteen (18) is permitted to register or create user profiles. Numerous informational and commercial resources (such as computer hardware, software or filtering services) are available to help parents keep their children safe online. If you are interested in learning more about these resources, information is available at many sites providing information on such protections. We do not specifically sponsor or endorse any of these sites or their services.
- vi. Interactive Community users may upload to or otherwise submit to us for distribution on the Interactive Community and the Products: (A) UGC that is not subject to any copyright or other proprietary rights restrictions; or (B) UGC that the owner or licensor of any relevant rights has given express authorization for us to distribute over the Internet. You may not upload, embed, post, e-mail, transmit, or otherwise make available any material that infringes any copyright, patent, trademark, trade secret, or other proprietary rights of any person or entity. Any copyrighted or other proprietary UGC distributed with the consent of a copyright owner should contain a phrase such as "Copyright, owned by [name of owner]; used by permission". We are entitled to presume that all UGC conforms to the foregoing requirements. The unauthorized submission of copyrighted or other proprietary UGC is illegal and could subject the user to personal liability for damages in a civil suit as well as criminal prosecution. Interactive Community users assume all liability for any damage resulting from any infringement of copyright or proprietary rights, or for any other harm arising from an unauthorized submission or submission of UGC. We assume no liability for any damage resulting from any infringement of copyright or proprietary rights, or from any other harm arising from any UGC.

4. Using the Products; Products and Content Use Restrictions.

- a. Creating an Account. You must set up your own account (or by an authorized representative of the individual that is the subject of the account and who is of the age of majority). We do not review accounts for authenticity and are not responsible for any unauthorized accounts that may appear on the Products. For any dispute as to account creation or authenticity, we shall have the

sole right, but are not obligated, to resolve such dispute as we determine appropriate, without notice. If you register with us or create an account, you are solely responsible and liable for the security and confidentiality of your access credentials and for restricting access to your device and for all activity under your account. Usernames and passwords must be personal and unique, not violate the rights of any person or entity, and not be offensive. We may reject the use of any password, username, or email address for any reason at our sole discretion. You are solely responsible for your registration information and for updating and maintaining it. You will immediately notify us of any unauthorized use of your account, password, or username, or any other breach of security, but will remain responsible for any unauthorized use thereafter. You will not sell, transfer, or assign your account or any account rights.

b. Products Use Restrictions. You agree that you will not:

- i. use the Products for any political or commercial purpose (including for purposes of advertising, soliciting funds, collecting product prices, and selling products);
- ii. use any meta tags or any other “hidden text” utilizing any Intellectual Property;
- iii. engage in any activities through or in connection with the Products that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third-party, or are otherwise objectionable to Sentech;
- iv. decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Products by any means whatsoever or modify any Products source or object code or any Software or other products, services, or processes accessible through any portion of the Products;
- v. engage in any activity that interferes with a user’s access to the Products or the proper operation of the Products, or otherwise causes harm to the Products, Sentech, or other users of the Products;
- vi. interfere with or circumvent any security feature (including any digital rights management mechanism, device, or other content protection or access control measure) of the Products or any feature that restricts or enforces limitations on use of or access to the Products, the Content, or the UGC;
- vii. harvest or otherwise collect or store any information (including personally identifiable information about other users of the Products, including email addresses, without the express consent of such users);
- viii. attempt to gain unauthorized access to the Products, other computer systems or networks connected to the Products, through password mining or any other means; or
- ix. otherwise violate these Terms of Use or any applicable Additional Terms.

c. Content Use Restrictions. You also agree that, in using the Products, you will:

- i. not monitor, gather, copy, or distribute the Content (except as may be a result of standard search engine activity or use of a standard browser) on the Products by

- using any robot, rover, bot, spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind;
- ii. not frame or utilize framing techniques to enclose any the Content (including any images, text, or page layout);
 - iii. keep intact all trademark, copyright, and other Intellectual Property and other notices contained in the Content;
 - iv. not use the Content in a manner that suggests an unauthorized association with any of our or our licensors' products, services, or brands;
 - v. not make any modifications to the Content (other than to the extent of your specifically permitted use of the Sentech Licensed Elements, if applicable);
 - vi. not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third-party or on any Third-Party Services, or otherwise use or exploit the Content in any way for any purpose except as specifically permitted by these Terms of Use or any applicable Additional Terms, or with the prior written consent of an officer of Sentech or, in the case of the Content from a licensor or owner of the Content; and
 - vii. not insert any code or product to manipulate the Content in any way that adversely affects any user experience or the Products.
- d. Availability of Products and Content. Sentech, in its sole discretion without advance notice or liability, may immediately suspend or terminate the availability of the Products and/or Content (and any elements and features of them), in whole or in part, for any reason, in Sentech's sole discretion, and without advance notice or liability.
- e. Age of Users. Unless otherwise specifically noted in the features made available to you, the Products, Content, and any products and services appearing or marketed on the Products are intended for and directed towards the purchase and use by adults (those aged eighteen (18) years or above).
- f. Internet Connectivity Charges. Internet connectivity is required to access the Products. Any access fees or charges applicable to your internet connectivity are solely your responsibility. Certain internet service providers, including wireless carriers, may charge fees for data connections based on the total amount of data you access. We are in no way responsible for the fees charged by or policies of internet service providers or others with whom you contract for such internet connectivity.
- g. Library Policy for Sentech Products. Sentech Products may use third-party libraries necessary to allow you to enjoy all the functionalities of the Products. In order to monitor and improve performance of the Products, we may use various third-party libraries to track user browsing habits for Product performance review, maintenance, and improvement.

Such third-party libraries may include, but are not exclusively limited to, the following third-party tracking platforms :

- [Google Analytics](#)
- [Google Firebase](#)
- [Fabric](#)
- [Appsee](#)
- [Appsflyer](#)
- [Facebook](#)
- [AWS Amplify](#)
- [Salesforce Marketing Cloud SDK](#)

Use of such third-party libraries in our Products is governed by our [Privacy Policy](#). For details on the protection of your personal data through the use of third-party software, including third-party libraries, please refer directly to our [Privacy Policy](#).

5. Notice and Take Down Procedure for Claims of Infringement.

- a. U.S. Copyright Infringement Claims. The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by Indeed infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information as required by 17 USC. § 512(c)(3)(A):
 - i. a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - ii. identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the site are covered by a single notification, a representative list of such works);
 - iii. identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Indeed to locate the material on the site;
 - iv. the name, address, telephone number, and email address (if available) of the complaining party;
 - v. a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 - vi. a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send Indeed a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see

<http://www.loc.gov/copyright/> for details. Notices and counter-notices with respect to the Site should be sent in writing to:

Sentech Copyright Notice, 36400 Woodward, Suite 250, Bloomfield Hills, MI 48304 (Email: dpo@Jobandtalent.com). We suggest that you consult your legal advisor before filing a DMCA notice or counter-notice. Also, be aware that there are penalties for false claims under the DMCA.

- b. Other Claims of Infringement. For claims of infringement that do not involve a U.S. copyright, please contact us via mail at 36400 Woodward, Suite 250, Bloomfield Hills, MI 48304 or via email at: dpo@Jobandtalent.com.

6. Termination or Suspension.

- a. Termination by Us. We may, at our sole discretion and at any time, issue a warning, temporarily suspend, indefinitely suspend, or terminate your account or your access to all or any part of the Products for any reason with or without notice. All provisions of these Terms of Use which by their nature should survive termination shall survive termination, including without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
- b. For You to Terminate. You may terminate these Terms of Use by ceasing all use of the Products and deleting all Licensed Elements from your device.
- c. Effect of Termination or Suspension. Following termination (by us or by you) or suspension, you will not be permitted to use the Products. Any suspension or termination will not affect your obligations to Sentech under these Terms of Use or any applicable Additional Terms. Upon suspension or termination of your access to the Products, or upon notice from Sentech, all rights granted to you under these Terms of Use or any applicable Additional Terms will cease immediately, and you agree that you will immediately discontinue any and all use of the Products. The provisions of these Terms of Use and any applicable Additional Terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to Sentech in these Terms of Use, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

7. Disclaimers; Exclusions and Limitations of Liability.

- a. DISCLAIMER OF WARRANTIES AND CONDITIONS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SENTECH AND ITS, SUBSIDIARIES, AFFILIATES, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, AGENTS, VENDORS, LICENSORS, LICENSEES, CONTRACTORS, CUSTOMERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "SENTECH PARTIES") PROVIDE THE SITE, CONTENT, SENTECH LICENSED ELEMENTS, OR OTHER SENTECH PRODUCTS OR SERVICES ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER. THE

USE OF THE SITE IS AT YOUR SOLE RISK. WITHOUT LIMITING THE FOREGOING, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SENTECH PARTIES (AS APPLICABLE) DO NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, THAT THE SITE, CONTENT, LICENSED ELEMENTS, UGC, OR OTHER SENTECH PRODUCTS OR SERVICES WILL: (I) BE UNINTERRUPTED OR SECURE; (II) BE FREE OF DEFECTS, INACCURACIES, OR ERRORS; OR (III) OTHERWISE MEET YOUR REQUIREMENTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SENTECH PARTIES HEREBY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, LACK OF HIDDEN OR LATENT DEFECTS, SECURITY, MERCHANTABILITY, SATISFACTORY QUALITY, QUIET ENJOYMENT AND NON-INFRINGEMENT, OR ARISING BY REASON OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING. NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT EXPAND OR LIMIT: (I) ANY EXPRESS, WRITTEN PRODUCT WARRANTY OR RELATED DISCLAIMERS THAT ARE PROVIDED BY SENTECH PARTIES OR THEIR SUPPLIERS WITH REGARD TO A PHYSICAL PRODUCT SOLD BY SENTECH PARTIES TO YOU, OR ANY WARRANTY ON A PHYSICAL PRODUCT TO THE EXTENT REQUIRED BY APPLICABLE LAW; (II) SENTECH PARTIES' LIABILITY FOR PERSONAL INJURY TO YOU CAUSED BY SENTECH PARTIES TO THE EXTENT NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW; OR (III) ANY CAUSE OF ACTION YOU MAY HAVE AGAINST SENTECH PARTIES THAT IS NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW.

- b. EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SENTECH PARTIES WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST REVENUE, LOST OR CORRUPTED DATA, OR DAMAGE TO REPUTATION OR GOODWILL OR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR OTHER INDIRECT DAMAGES OR LOSSES ARISING FROM, RELATING TO OR CONNECTED WITH YOUR USE OF (OR INABILITY TO USE) THE SITE, CONTENT, LICENSED ELEMENTS, UGC, OR OTHER SENTECH PRODUCTS OR SERVICES REGARDLESS OF THE CAUSE OF ACTION ON WHICH THE CLAIM IS BASED (INCLUDING NEGLIGENCE, TORT, CONTRACT, STRICT LIABILITY, PRODUCT DEFECT, OR MISREPRESENTATION), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.
- c. LIMITATION OF LIABILITY. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ANY SENTECH PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, including personal injury or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages of any kind, including loss of profits, in connection with, or otherwise directly or indirectly related to the Products (including the Content and the UGC), including:
- i. your use of or inability to use the Products, or the performance of the Products;
 - ii. any action taken in connection with an investigation by SENTECH Parties or law enforcement authorities regarding your access to or use of the Products;
 - iii. any action taken in connection with copyright or other Intellectual Property owners or other rights owners;
 - iv. any errors or omissions in the Products's technical operation or security or any compromise or loss of your UGC or other data or information; or

- v. any damage to any user's computer, hardware, software, modem, or other equipment or technology, including damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line, or network failure or any other technical or other malfunction, including losses or damages in the form of lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or equipment failure or malfunction. The foregoing limitations of liability will apply even if any of the foregoing events or circumstances were foreseeable and even if the SENTECH Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of God, telecommunications failure, or destruction of the Products).

EXCEPT AS MAY BE PROVIDED IN ANY APPLICABLE ADDITIONAL TERMS, TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL THE SENTECH PARTIES' TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SITE AND YOUR RIGHTS UNDER THESE TERMS OF USE, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID SENTECH IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S); PROVIDED, HOWEVER, THIS PROVISION WILL NOT APPLY IF A COURT OR TRIBUNAL WITH APPLICABLE JURISDICTION FINDS SUCH TO BE UNCONSCIONABLE. FOR PURPOSES OF CLARITY, THE PRIOR SENTENCE DOES NOT EXPAND OR LIMIT ANY EXPRESS, WRITTEN PRODUCT WARRANTY THAT IS PROVIDED BY SENTECH OR A MANUFACTURER OF A PHYSICAL PRODUCT.

- d. ESSENTIAL PURPOSE. UNLESS LIMITED OR MODIFIED BY APPLICABLE LAW, THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS APPLY, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

8. Choice of Law; Jurisdiction. These Terms of Use will be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any principles of conflicts of laws. Any action seeking legal or equitable relief arising out of or relating to the Program will be brought only in the federal or state courts in Miami-Dade County, Florida. A printed version of these Terms of Use will be admissible in judicial and administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

9. Arbitration.

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND HOW CLAIMS THAT YOU AND SENTECH HAVE AGAINST EACH OTHER ARE RESOLVED.

This Section is deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act. You and Sentech agree that we intend that this Section satisfies the "writing" requirement of the Federal Arbitration Act. This Section can only be amended by mutual agreement.

We believe that arbitration is a faster, more convenient and less expensive way to resolve any disputes or disagreements that you may have with us. Therefore, pursuant to these Terms of Use, if you have any dispute or disagreement with us regarding (i) your use of or interaction with the Products, (ii) any purchases or other transactions or relationships with Sentech, or (iii) any data or information you may provide to Sentech or that Sentech may gather in connection with such use, interaction or transaction (collectively, "Sentech Transactions or Relationships"), you will not have the right to pursue a claim in court, or have a jury decide the claim and you will not have the right to bring or participate in any class action or similar proceeding in court or in arbitration. By using or interacting with the Products, or engaging in any other Sentech Transactions or Relationships with us, you agree to binding arbitration as provided below.

We will make every reasonable effort to informally resolve any complaints, disputes, or disagreements that you may have with us. If those efforts fail, by using our Products, you agree that any complaint, dispute, or disagreement you may have against Sentech, and any claim that Sentech may have against you, arising out of, relating to, or connected in any way with these Terms of Use, our Privacy Policy, or any Sentech Transactions or Relationships shall be resolved exclusively by final and binding arbitration ("Arbitration") administered by JAMS or its successor ("JAMS") and conducted in accordance with the JAMS Streamlined Arbitration Rules And Procedures in effect at the time the Arbitration is initiated or, if the amount in controversy exceeds \$100,000 USD, in accordance with the JAMS Comprehensive Arbitration Rules And Procedures then in effect (respectively, the "Applicable Rules"). The Applicable Rules can be found at www.jamsadr.com. If JAMS is no longer in existence, the Arbitration shall be administered by the American Arbitration Association or its successor (the "AAA") instead, and conducted in accordance with the AAA Commercial Arbitration Rules in effect at that time (which shall be the "Applicable Rules" in such circumstances). If JAMS (or, if applicable, AAA) at the time the arbitration is filed has Minimum Standards of Procedural Fairness for Consumer Arbitrations in effect which would be applicable to the matter in dispute, Sentech agrees to provide the benefit of such Minimum Standards to you to the extent they are more favorable than the comparable arbitration provisions set forth in this Section, provided, however, that in no event may such Minimum Standards contravene or restrict the application of subpart (e) or (i) below. Furthermore, this Section shall not prevent any party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. You further agree that:

- a. Single Arbitrator. The Arbitration shall be conducted before a single arbitrator selected in accordance with the Applicable Rules or by mutual agreement between you and Sentech (the "Arbitrator");
- b. Arbitrator Will Interpret This Agreement. The Arbitrator, and not any federal, state or local court or agency, shall have the exclusive authority to resolve any dispute arising under or relating to the validity, interpretation, applicability, enforceability or formation of these Terms of Use and/or these arbitration provisions in this Section hereof, including but not limited to any claim that all or any part of these Terms of Use is void or voidable;
- c. Location of Arbitration. The Arbitration shall be held either: (i) at a location determined by JAMS (or, if applicable, AAA) pursuant to the Applicable Rules (provided that such location is reasonably convenient for you and does not require travel in excess of one hundred (100) miles from your home or place of business); or (ii) at such other location

as may be mutually agreed upon by you and Sentech; or (iii) at your election, if the only claims in the arbitration are asserted by you and are for less than \$10,000 USD in aggregate, by telephone or by written submission.

- d. Governing Law. The Arbitrator (i) shall apply internal laws of the State of Florida consistent with the Federal Arbitration Act and applicable statutes of limitations, or, to the extent (if any) that federal law prevails, shall apply the law of the U.S., irrespective of any conflict of law principles; (ii) shall entertain any motion to dismiss, motion to strike, motion for judgment on the pleadings, motion for complete or partial summary judgment, motion for summary adjudication, or any other dispositive motion consistent with Florida or federal rules of procedure, as applicable; (iii) shall honor claims of privilege recognized at law; and (iv) shall have authority to award any form of legal or equitable relief;
- e. No Class Relief. The Arbitration can resolve only your and/or Sentech's individual claims, and the Arbitrator shall have no authority to entertain or arbitrate any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated;
- f. Written Award. The Arbitrator shall issue a written award supported by a statement of decision setting forth the Arbitrator's complete determination of the dispute and the factual findings and legal conclusions relevant to it (an "Award"). Judgment upon the Award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets;
- g. Interpretation and Enforcement of Arbitration Clause. With the exception of subpart (e) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Applicable Rules, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (e) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor Sentech shall be entitled to arbitrate their dispute, and must instead bring any claims in a court of competent jurisdiction.
- h. Modification of Arbitration Clause With Notice. Sentech may modify these arbitration provisions, but such modifications shall only become effective thirty (30) days after Sentech has given notice of such modifications and only on a prospective basis for claims arising from Sentech Transactions and Relationships occurring after the effective date of such notification.
- i. Small Claims Matters are Excluded. No Class Relief or Joinder of Claims. Notwithstanding the foregoing arbitration provisions, at your option, you may bring any claim you have

against Sentech in your local small claims court within the U.S., if your claim is within such court's jurisdictional limit; provided that such court does not have the authority to entertain any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated in such proceeding.

- j. Survival. The provisions of this Section 8 shall supersede any inconsistent provisions of any prior agreement between the parties. This Section 8 shall remain in full force and effect notwithstanding any termination of your use of the Products or these Terms of Use.

10. General Provisions.

- a. Sentech's Consent or Approval. As to any provision in these Terms of Use or any applicable Additional Terms that grants Sentech a right of consent or approval or permits Sentech to exercise a right in its "sole discretion," Sentech may exercise that right in its sole and absolute discretion.
- b. Indemnity. As permitted by applicable law, you agree to, and you hereby, defend (if requested by Sentech), indemnify, and hold the SENTECH Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any SENTECH Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with: (i) your UGC; (ii) your use of the Products and your activities in connection with the Products; (iii) your breach or alleged breach of these Terms of Use or any applicable Additional Terms; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Products or your activities in connection with the Products; (v) information or material transmitted through your device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) the SENTECH Parties' use of the information that you submit to us (including your UGC) subject to our Privacy Policy (all of the foregoing, "Claims and Losses"). You will cooperate as fully required by the SENTECH Parties in the defense of any Claims and Losses. Notwithstanding the foregoing, the SENTECH Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. The SENTECH Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of Sentech. This section is not intended to limit any causes of action against us that you may have but are not waivable under applicable law.
- c. Operation of Products; Availability of Products and Services; International Issues. Sentech controls and operates the Products from the U.S., and makes no representation that the Products are appropriate or available for use beyond the U.S. If you use the Products from other locations, you are doing so on your own initiative and responsible for compliance with applicable laws regarding your online conduct and acceptable content, if and to the extent laws apply.

- d. Export Controls. You are responsible for complying with all applicable trade regulations and laws both foreign and domestic. Except as authorized by U.S. law, you agree and warrant not to export or re-export the software to any country, or to any person, entity, or end-user subject to U.S. export controls or sanctions.
- e. Interpretation. Headings used in these Terms of Use are for reference only and shall not affect the meaning of any terms. "Including" and similar words are intended without limitation. The singular includes the plural and vice versa. These Terms of Use, and the applicable Additional Terms, are binding upon each party and its successors and permitted assigns.
- f. Entire Agreement. Except for any Additional Terms that apply to your use of the Products as we may notify or make available to you, this is the entire understanding between you and us regarding the use of the Products, and supersedes all prior and contemporaneous agreements and understandings between you and us regarding this subject matter.
- g. Severability. The provisions of these Terms of Use are intended to be severable. If for any reason any provision of these Terms of Use is held invalid or unenforceable in whole or in part in any applicable jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in that or any other jurisdiction.
- h. Our Affiliates, Suppliers and Licensors. Our affiliates, suppliers, licensors and other Sentech Parties are intended third-party beneficiaries of these Terms of Use.
- i. No Waiver. Our failure or delay to exercise or enforce any right, remedy, or provision of these Terms of Use or by law will not operate as a waiver of such or any other right, remedy, or provision.
- j. Notices. Where we need to send you notices under these Terms of Use or in connection with your use of the Products, you hereby consent to receive electronic notices from us, whether addressed to the email address associated with your account or another email address that you provide to us. To the maximum extent permitted by applicable law, you acknowledge and agree that any communication via email or by postings on the Products satisfies any legal requirement that such communications be made in writing. All legal notices to us must be sent via mail to: Sentech Employment Services, Inc., Attn: Legal Department, 36400 Woodward, Suite 250, Bloomfield Hills, MI 48304 (Email: dpo@Jobandtalent.com).
- k. Force Majeure. We will not be liable to you for failing to perform our obligations under or arising out of these Terms of Use, or the applicable Additional Terms, or any applicable laws or regulations because of any event beyond our reasonable control, including a labor disturbance, an internet outage or interruption of service, a communications outage, failure by a service provider or any other third party to perform, acts of war or other action of military forces, terrorism, riot, civil commotion, sabotage, vandalism, accident, fire, flood, acts of god, strike, lock-

out or other industrial disputes (whether or not involving our employees or those of our affiliates, suppliers or licensors), or legislative or administrative interference (including those giving rise to currency changes).

- l. Changes to the Products and Amendments to these Terms of Use. To the maximum extent permitted by applicable law, we may, in our sole discretion, change, modify, suspend, make improvements to, or discontinue any aspect of the Products, temporarily or permanently, in whole or in part, at any time with or without notice to you, and we will not be liable for doing so. We reserve the right from time to time to modify these Terms of Use at our sole discretion. Your use of the Products after any modification we make constitutes your acceptance of the most recent version of these Terms of Use as modified.
- m. Assignment. These Terms of Use and all of your rights and obligations under it are not assignable or transferable by you without our prior written consent. We may freely assign, transfer, or delegate these Terms of Use or any of our rights and obligations under it.
- n. Contact Information. For help with the Products or if you have any questions regarding the Products or these Terms of Use, please contact us via mail at 36400 Woodward, Suite 250, Bloomfield Hills, MI 48304 or via email at: dpo@Jobandtalent.com. You acknowledge that we have no obligation to provide you with support of any kind and that our personnel cannot change or waive these Terms of Use or the applicable Additional Terms.