

## **Terms of Service**

### **Welcome to JobElephant.com**

These Terms of Service outline the rules and regulations for the use of JobElephant, Inc.'s Website, located at <https://www.JobElephant.com/>, posting sites, services, applications, APIs, platforms or related applications (collectively, the "Services"). By using our Services you accept these terms and conditions. Do not continue to use our Services if you do not agree to all of the terms and conditions.

### **Definitions**

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and all Agreements: "Client", "You" and "Your" refers to you, the person or entity log on this website or using the Services and compliant to the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves.

"Services" means all products, software, APIs, integrations, data feeds, job distribution services, analytics, and related offerings provided by the Company.

All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client including digital and automated services, in the most appropriate manner for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services, in accordance with and subject to, prevailing law of California and applicable U.S. federal law, GDPR (where applicable), and other relevant data protection regulations.

### **Headings**

Section headings are for convenience only and do not affect interpretation.

### **Cookies**

We employ the use of cookies. By accessing JobElephant.com, you agreed to use cookies in agreement with the JobElephant, Inc.'s Privacy Policy. We use cookies and similar tracking technologies in compliance with applicable laws including GDPR, CCPA/CPRA, and other U.S. state privacy laws. Where required, we will obtain your consent before placing non-essential cookies.

### **License / Intellectual Property**

Unless otherwise stated, JobElephant, Inc. and/or its licensors own the intellectual property rights for all material on JobElephant.com. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Services.

For Agency of Record engagements, all campaign materials, creative assets, and advertising content produced by JobElephant and paid for by Client shall be owned by Client, subject to any third-party licensing restrictions. JobElephant retains all rights to its proprietary technology, methodologies, analytics frameworks, and platform.

**You must not:**

- Republish material from JobElephant.com
- Sell, rent or sub-license material from JobElephant.com
- Reproduce, duplicate or copy material from JobElephant.com
- Redistribute content from JobElephant.com

This Agreement becomes effective upon first use of the Services and continues until terminated.

**User Accounts and Responsibilities**

You may be required to create an account to access certain Services. You agree to:

- Provide accurate and complete information
- Maintain the confidentiality of your credentials
- Be responsible for all activities under your account

By posting and/or otherwise providing any Posted Content, you expressly grant, and represent and warrant that you have a right to grant, to JobElephant, a royalty-free, sublicensable (including to third parties solely for the purpose of providing the Services), transferable, non-exclusive, worldwide license to use, reproduce, adapt, list information regarding, edit, translate, publicly perform, publicly display, and make derivative works of all such Posted Content in whole or in part, and in any form, media or technology, whether now known or hereafter developed. This license is limited to the operation, promotion, and improvement of the Services and does not grant JobElephant ownership of your intellectual property. This license continues even if you stop using our Service, and if you are an Employer, you acknowledge and agree that JobElephant has no obligation, and may be unable, to remove your job postings (including any intellectual property contained therein) once they have been (i) distributed to Third Parties, (ii) listed in search engine results, or (iii) incorporated into fixed media displays of JobElephant or Third Parties, and in each case (i) to (iii) above, the license grant from you above will be perpetual and irrevocable for such uses. To the extent your Posted Content is a trademark, trade name, service mark or service name protected by law, the foregoing license also extends to the use by JobElephant to identify you as a Service User as contemplated by the Service.

For clarity, this license is limited to the extent necessary to provide and operate the Services.

You are solely responsible for ensuring that your job postings and hiring practices comply with all applicable employment laws, including but not limited to equal opportunity, wage transparency, and anti-discrimination laws.

No Hiring Role.

JobElephant does not recruit, screen, evaluate, interview, or select candidates and is not responsible for hiring decisions, employment practices, or regulatory compliance related to hiring.

### **Authorization to Represent the Company / Agency of Record**

JobElephant acts solely as a limited agent for job distribution and recruitment advertising unless expressly expanded in a written Agency of Record Statement of Work or Agreement. JobElephant has no authority to bind Client to third-party agreements without Client's prior written approval.

Agency of Record (AOR) Designation.

Where expressly set forth in a separate Agency of Record Agreement Statement of Work ("AOR Agreement"), Client appoints JobElephant as its Agency of Record for recruitment advertising services. In such cases, JobElephant's authority expands beyond limited agency to include planning, purchasing, placement, optimization, and management of recruitment advertising across agreed channels.

Scope of Exclusivity.

Unless otherwise expressly stated in the applicable AOR Agreement, such designation applies solely to recruitment advertising and does not restrict Client from: (i) engaging other vendors for non-recruitment marketing or advertising; (ii) utilizing internal resources; or (iii) maintaining pre-existing contractual obligations.

Hierarchy.

In the event of a conflict between this limited agency authorization and an executed AOR Agreement or Agency of Record Statement of Work, the AOR Agreement shall control solely with respect to the Services defined therein.

JobElephant does not act as an employer, hiring agent, or legal representative.

No Fiduciary Duty. JobElephant provides commercial services and does not assume any fiduciary duty to Client. The parties agree that their relationship is non-fiduciary in nature.

### **Comments / User Content**

Parts of this website offer an opportunity for users to post and exchange opinions and information in certain areas of the website. You are solely responsible for any content you submit, including job postings, data feeds, or integrations. JobElephant, Inc. does not filter, edit, publish or review Comments prior to their presence on the website. To the extent permitted by applicable laws, JobElephant, Inc. shall not be liable for the Comments or for any liability, damages or expenses caused. We reserve the right to remove or restrict content at our sole discretion, including content that violates law, policy, or third-party rights.

## **Data Usage & Privacy**

Your use of the Services is also governed by our Privacy Policy.

You represent and warrant that:

- You have all rights necessary to provide any personal data to us
- Your data collection and sharing complies with GDPR, CCPA/CPRA, and applicable laws
- You will not provide sensitive personal data unless explicitly authorized

We act as a service provider / processor where applicable and do not control how third parties (e.g., job boards, ATS systems) use data once transmitted.

Where required by applicable law, the parties agree that JobElephant acts as a 'processor' or 'service provider' and the Client acts as 'controller' or 'business'.

Client is solely responsible for determining the lawful basis for processing personal data and for providing all required notices and obtaining any necessary consents under applicable data protection laws.

## **Third-Party Integrations**

Our Services may integrate with third-party platforms (e.g., job boards, ATS providers, analytics tools). We are not responsible for:

- Availability or performance of third-party services
- Their data practices
- Any losses resulting from third-party failures

Client acknowledges that once data is transmitted to third-party platforms, such parties act as independent controllers of such data. JobElephant has no control over downstream processing, storage, or deletion of such data.

JobElephant makes no representations or warranties regarding the accuracy, completeness, or reliability of data provided by third-party platforms.

For Agency of Record engagements, JobElephant may transmit job content, campaign data, and related materials to third-party publishers and partners on Client's behalf. Once transmitted, JobElephant does not control downstream use, storage, or processing of such data.

## **Managed Services / Agency of Record**

Where Client engages JobElephant under an AOR Agreement or managed services engagement:

(a) Media Planning and Placement.

JobElephant may recommend, plan, and execute recruitment advertising campaigns across third-party publishers, job boards, and media channels.

(b) Client Approval.

All media purchases, campaign launches, and third-party commitments shall be subject to Client's prior approval (which may be provided via platform workflows, email, or written authorization).

(c) Third-Party Costs.

Client is solely responsible for all approved media spend, publisher fees, subscription services, and production costs, including any non-cancelable commitments.

(d) Consolidated Billing.

JobElephant may invoice Client directly for third-party media and services on a consolidated basis. Such amounts may include pass-through costs and, where applicable, agreed service fees.

(e) Vendor Relationships.

JobElephant may act as intermediary with third-party vendors; however, such vendors are independent third parties, and JobElephant is not responsible for their performance, uptime, or policies.

Client acknowledges that campaign performance may vary based on market conditions, role competitiveness, timing, and budget.

Vendor terms and conditions will apply to Client as the end user of the Services.

## **Hyperlinking to our Content**

The following organizations may link to our Website without prior written approval:

- Government agencies;
- Search engines;
- News organizations;
- Online directory distributors may link to our Website in the same manner as they hyperlink to the Websites of other listed businesses; and
- System wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

These organizations may link to our home page, to publications or to other Website information so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.

We may consider and approve other link requests from the following types of organizations:

- commonly-known consumer and/or business information sources;
- dot.com community sites;
- associations or other groups representing charities;
- online directory distributors;
- internet portals;
- accounting, law and consulting firms;
- and educational institutions and trade associations.

We will approve link requests from these organizations if we decide that: (a) the link would not make us look unfavorably to ourselves or to our accredited businesses; (b) the organization does not have any negative records with us; (c) the benefit to us from the visibility of the hyperlink compensates the absence of JobElephant, Inc.; and (d) the link is in the context of general resource information.

These organizations may link to our home page so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are one of the organizations listed in paragraph 2 above and are interested in linking to our website, you must inform us by sending an email to JobElephant, Inc.. Please include your name, your organization name, contact information as well as the URL of your site, a list of any URLs from which you intend to link to our Website, and a list of the URLs on our site to which you would like to link. Wait 2-3 weeks for a response.

Approved organizations may hyperlink to our Website as follows:

- By use of our corporate name; or
- By use of the uniform resource locator being linked to; or
- By use of any other description of our Website being linked to that makes sense within the context and format of content on the linking party's site.

No use of JobElephant, Inc.'s logo or other artwork will be allowed for linking absent a trademark license agreement.

We may revoke linking permission at any time for any reason.

## **iFrames**

Without prior approval and written permission, you may not create frames around our Webpages that alter in any way the visual presentation or appearance of our Website.

## **Indemnification / Content Liability**

We shall not be held responsible for any content that appears on your Website.

You agree to indemnify, defend, and hold harmless JobElephant, Inc. from and against any claims, damages, liabilities, costs, and expenses (including attorneys' fees) arising from:

- Your use of the Services
- Your content or data
- Your violation of these Terms or applicable law

including but not limited to claims related to intellectual property infringement, employment practices, data privacy violations, or regulatory non-compliance. You may not settle any claim without our prior written consent if such settlement imposes any liability or obligation on us.

For Agency of Record Activities:

Client agrees to indemnify, defend, and hold harmless JobElephant from any claims arising out of:

- Client-provided job content, branding, or materials
- Client's hiring practices, employment decisions, or regulatory compliance
- Authorized advertising campaigns or media placements

JobElephant shall remain responsible for claims arising directly from materials it independently creates that infringe third-party intellectual property rights.

## **Service Availability**

We do not guarantee uninterrupted or error-free operation of the Services. We may modify, update, or discontinue features of the Services at any time without liability; provided that such changes do not materially degrade the core functionality of paid Services without reasonable prior notice.

No Service Level Agreement.

Unless expressly set forth in a separate written agreement, JobElephant does not provide service level guarantees, including uptime, response time, or performance commitments. JobElephant does not guarantee applicant volume, cost-per-click, cost-per-applicant, hiring outcomes, or return on investment. Campaign performance may vary based on market conditions, job competitiveness, timing, and budget.

## **Fees and Payment**

If applicable, you agree to pay all fees associated with the Services.

- Client agrees to pay all invoices Net 30 unless otherwise agreed to in writing, including pass-through third-party charges
- Fees are non-refundable unless otherwise stated.
- Any billing disputes must be submitted to JobElephant for consideration within 30 days of the billing date.
- We may change pricing with reasonable prior notice. Continued use of the Services after such notice constitutes acceptance of the updated pricing. All fees are exclusive of applicable taxes, and you are responsible for all taxes, duties, or governmental assessments.
- We reserve the right to suspend or terminate Services for late or non-payment.
- Late payments may accrue interest at the rate of 12% per annum or the maximum rate permitted by law, whichever is lower. Client agrees to reimburse JobElephant for any reasonable costs incurred in collecting overdue amounts, including attorneys' fees and collection costs.

### **Additional Payment Terms for Agency of Record Services.**

#### **For AOR or managed services engagements:**

- Fees may include (i) service fees, (ii) media spend, and (iii) third-party costs
- All approved media and vendor costs are non-refundable once committed
- Client remains responsible for any cancellation fees or penalties resulting from approved media buys

### **Your Privacy**

Your privacy is governed by our Privacy Policy (<https://jobelephant.com/privacy-policy/>), which is incorporated into these Terms by reference.

### **Reservation of Rights**

We reserve the right to request that you remove all links or any particular link to our Website. You agree to immediately remove all links to our Website upon request. We also reserve the right to amend these terms and conditions and its linking policy at any time. Continued use of our Services constitutes acceptance of updated Terms.

### **Termination**

We may terminate or suspend access immediately, without prior notice, for any breach. Upon termination:

- Your rights to use the Services cease immediately
- Certain provisions survive (e.g., liability, indemnity, governing law)
- Provisions that by their nature should survive termination shall survive, including but not limited to intellectual property, indemnification, limitation of liability, confidentiality, and dispute resolution.

## Termination of Agency of Record (AOR) Services

Unless otherwise specified in an AOR Agreement:

- Either party may terminate AOR services upon thirty (30) days' written notice
- During the notice period, approved campaigns and commitments may continue and remain billable

Upon termination:

- JobElephant will reasonably cooperate in transitioning campaigns and materials
- Client remains responsible for all outstanding and committed media spend
- JobElephant will transfer Client-owned campaign assets, subject to third-party rights and licensing restrictions

## Disclaimer

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and Services.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

## Acceptable Use

You agree not to:

- Post fraudulent or misleading job listings
- Use the Services for unlawful purposes
- Attempt to interfere with or disrupt the Services
- Upload malicious code or harmful content

## Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- JobElephant shall not be liable for any indirect, incidental, special, or consequential damages, including lost profits or business interruption.
- JobElephant's total liability shall not exceed the amount paid by you in the prior twelve (12) months (or \$100 if none).

For Agency of Record or managed services engagements, JobElephant shall not be liable for:

- Performance of third-party media or publishers
- Campaign outcomes, including applicant volume, cost-per-click, or hiring results
- Indirect losses related to media performance or third-party platform changes

The foregoing limitations shall not apply to: (i) your indemnification obligations, (ii) your breach of intellectual property rights, or (iii) your violation of applicable law.

We reserve the right to assume the exclusive defense and control of any matter subject to indemnification.

The limitations in this section apply regardless of the form of action, whether in contract, tort (including negligence), or otherwise.

The limitations set forth in this section shall apply notwithstanding any failure of essential purpose of any limited remedy.

## **Confidentiality**

Each party agrees to maintain the confidentiality of any non-public, proprietary, or confidential information ('Confidential Information') disclosed in connection with the Services and to use such information solely for the purposes of performing under these Terms and to protect such information using commercially reasonable safeguards. Confidential Information does not include information that is publicly available, independently developed, or rightfully obtained from a third party.

The obligations of confidentiality shall survive for a period of three (3) years following termination, except for trade secrets, which shall remain confidential indefinitely.

## **Security**

While we implement reasonable administrative, technical, and organizational safeguards, we do not guarantee that the Services will be secure or free from unauthorized access, and you use the Services at your own risk.

You are responsible for maintaining appropriate security measures within your own systems and accounts.

## **Breach Notification**

In the event of a Security Incident, JobElephant will notify CLIENT without undue delay after confirming the incident, and within any timeframe required by applicable law. A Security Incident is defined as, "any confirmed unauthorized access to, or acquisition of, unencrypted personal information in JobElephant's possession or control that materially compromises the security, confidentiality, or integrity of such personal information."

Such notification will include, to the extent known at the time:

- A description of the nature of the Security Incident
- The categories of personal information affected

- The measures taken or proposed to address and mitigate the incident
- Any recommended steps CLIENT may take to protect affected individuals

JobElephant may provide such notice via email or other reasonable means. Notification of a Security Incident does not constitute an admission of fault or liability.

### **Export Compliance**

You agree to comply with all applicable export control and trade sanctions laws and will not use the Services in violation of such laws.

### **Assignment**

You may not assign these Terms without prior written consent. We may assign these Terms in connection with a merger, acquisition, or sale of assets.

### **Notices**

We may provide notices via email, platform notifications, or by posting updates on our website, which shall constitute effective notice.

### **Independent Contractors**

The parties are independent contractors, and except for the limited agency expressly described in these Terms, nothing in these Terms creates any partnership, joint venture, fiduciary, or employment relationship. Neither party has the authority to bind or obligate the other in any manner, nor to represent that it has such authority. Each party retains sole control over the manner and means of performing its obligations and is responsible for its own employees, agents, taxes, and compliance with applicable laws.

JobElephant may act as a limited or expanded agent solely as expressly authorized under these Terms or an Agency of Record Agreement.

### **Governing Law & Dispute Resolution**

These Terms shall be governed by the laws of the State of California. Any disputes shall be resolved by binding arbitration in San Diego, California in accordance with the Federal Arbitration Act and the rules of the American Arbitration Association. Each party shall bear its own legal fees unless otherwise awarded. Either party may seek injunctive or equitable relief in a court of competent jurisdiction. You waive any right to participate in class actions.

## **Force Majeure**

We are not liable for delays or failures due to causes beyond our control (e.g., outages, acts of God, cyberattacks, third-party failures).

## **AI / Automated Services Disclaimer**

Certain Services may include automated or AI-driven features. You acknowledge that:

- Outputs may not be accurate or complete
- You are responsible for reviewing and validating results
- We are not liable for decisions made based on automated outputs

AI-generated outputs are provided for informational purposes only and should not be relied upon as legal, hiring, or compliance advice.

AI outputs may reflect biases or limitations inherent in training data and should not be used as the sole basis for hiring, employment or compliance decisions.

Nothing in the Services constitutes legal, hiring, or compliance advice.

## **Contact**

For questions regarding these Terms of Service, please contact us at [legal@jobrephant.com](mailto:legal@jobrephant.com).

## **Waiver**

Failure to enforce any provision shall not constitute a waiver of such provision.

## **Severability**

If any provision of these Terms is found to be unenforceable, the remaining provisions shall remain in full force and effect.

## **Entire Agreement**

These Terms, together with the Privacy Policy and any applicable Statement of Works, Statements of Work, or Agency of Record Agreements, constitute the entire agreement between the parties.

In the event of a conflict, an executed Agency of Record Agreement shall supersede these Terms solely with respect to recruitment advertising services covered therein.  
Order of Precedence.

In the event of a conflict between documents, the following order shall apply: (1) Data Processing Addendum (for data protection matters), (2) Agency of Record Statement of Work or Agreement, (3) these [Terms of Service](#), and (4) the [Privacy Policy](#).