

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

"Services" means the websites, posting sites, software, applications, APIs, platforms, integrations, data feeds, job distribution services, analytics, managed services, recruitment advertising services, and related offerings provided by JobElephant, Inc. ("JobElephant," "Company," "we," "us," or "our").

"Client," "you," and "your" mean the person or entity that accesses or uses the Services or enters into an agreement with JobElephant for the Services. JobElephant and Client may each be a "Party" and together the "Parties."

These Terms govern Client's use of the Services except to the extent superseded by an executed Statement of Work, Agency of Record Agreement, Data Processing Addendum, or other written agreement as provided in the Order of Precedence below.

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 as described in our Privacy Policy and, where required by applicable law, obtain consent or provide applicable choices regarding non-essential tracking technologies.

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.

Non-Discrimination and Equal Opportunity

JobElephant does not discriminate in providing the Services, including through job boards and recruitment advertising websites owned or operated by JobElephant, on the basis of characteristics protected by applicable law.

Applicant Access and Non-Filtering

JobElephant does not restrict access to employment opportunities or filter, screen, rank, route, or determine applicant eligibility based on race, color, religion, sex, national origin, age, disability, veteran status, or other characteristics protected by applicable law. JobElephant's distribution Services, including job boards and recruitment advertising websites owned or operated by JobElephant, are intended to broaden the visibility and reach of employment opportunities, not to limit eligibility based on protected characteristics.

No Role in Hiring Decisions

JobElephant provides job distribution and recruitment advertising services but does not screen, evaluate, interview, select, or make employment decisions regarding candidates. JobElephant is not responsible for Client 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.

Client Content

Client is solely responsible for job postings, advertising copy, branding, data, instructions, and other content or materials Client provides or authorizes for use with the Services ("Client Content"), including their accuracy, legality, and compliance with applicable law. JobElephant may refuse, remove, suspend, or restrict Client Content that JobElephant reasonably believes violates applicable law, these Terms, third-party rights, or applicable publisher requirements. JobElephant's review, transmission, formatting, or distribution of Client Content does not constitute legal review or approval of the Client Content.

Data Protection and Privacy

Each Party will comply with applicable data protection and privacy laws in connection with its performance under these Terms, including, where applicable, the EU General Data Protection Regulation ("GDPR"), UK GDPR, California Consumer Privacy Act as amended by the California Privacy Rights Act ("CCPA"), and other applicable U.S. state privacy laws.

To the extent JobElephant processes personal data on behalf of Client, JobElephant will act as a processor, service provider, or contractor, as applicable, and will process such personal data only for the purposes of providing the Services and in accordance with Client's documented instructions and the applicable Data Processing Addendum. JobElephant will not sell or share Client personal information, as those terms are defined by the CCPA, or retain, use, or disclose such personal information outside the business purposes specified in the applicable agreement, except as permitted or required by applicable law.

Client is responsible for determining the lawful basis for its collection and processing of personal data and for providing required notices and obtaining required consents. Where required by applicable law or reasonably requested by Client, the Parties will enter into JobElephant's Data Processing Addendum governing the processing of personal data.

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.

Job Boards and Publishers

JobElephant distributes employment opportunities through (i) job boards and recruitment advertising websites owned or operated by JobElephant and (ii) independent third-party publishers, job boards, associations, and other media channels.

JobElephant-Owned or Operated Sites

Job opportunities distributed through job boards and recruitment advertising websites owned or operated by JobElephant are available for viewing without regard to race, color, religion, sex, national origin, age, disability, veteran status, or other characteristics protected by applicable law. JobElephant does not require membership in a protected class to view an employment opportunity and does not use such sites to screen, exclude, or determine applicant eligibility based on protected characteristics.

Third-Party Publishers

JobElephant's policy is to use independent publishers to expand the visibility and reach of employment opportunities, not to unlawfully restrict access based on protected characteristics. Third-party publishers are independent entities and JobElephant does not control or continuously monitor their policies or practices. JobElephant does not knowingly distribute employment opportunities through a publisher for the purpose of restricting applicant access or eligibility based on characteristics protected by applicable law.

Upon reasonable Client request, JobElephant may provide available publisher policies, terms, nondiscrimination statements, or similar documentation and may seek written

confirmation or attestation from a publisher regarding applicant access and nondiscrimination practices. JobElephant may decline, suspend, or discontinue distribution to a publisher if JobElephant determines that the publisher's practices are inconsistent with applicable law, Client requirements communicated to JobElephant, or JobElephant's publisher standards.

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.

Third-party vendor or publisher terms will apply to Client only to the extent disclosed to and accepted or otherwise authorized by Client, or necessarily applicable to Client's use of the applicable third-party service. Nothing in this paragraph authorizes JobElephant to bind Client to a third-party agreement contrary to the Client-approval requirements above.

Linking and Use of JobElephant Marks

Third parties may link to publicly available portions of JobElephant's websites provided the link is lawful, non-deceptive, does not imply sponsorship or endorsement, and does not misuse JobElephant trademarks or branding. Use of JobElephant logos or other protected marks requires prior written permission. JobElephant may revoke linking or trademark permission at any time.

Indemnification / Content Liability

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

- Client's use of the Services
- Client content or data
- Client's 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. Client 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 to post, advertise, or distribute employment opportunities that unlawfully discriminate against, exclude, prefer, or restrict applicants based on a characteristic protected by applicable law.
- 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

Client Liability. The limitations applicable to JobElephant above do not limit Client's payment obligations, indemnification obligations, infringement or misappropriation of JobElephant's intellectual property rights, or liability arising from Client's 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 are governed by the laws of the State of California, without regard to conflict-of-laws principles, and the Federal Arbitration Act governs the interpretation and enforcement of the arbitration provisions below.

Except for claims eligible for small claims court and requests for temporary or preliminary injunctive relief necessary to protect intellectual property, confidential information, or prevent imminent harm, any dispute, claim, or controversy arising out of or relating to these Terms or the Services shall be resolved by binding arbitration administered by the American Arbitration Association (“AAA”) before one arbitrator in San Diego County, California, under the AAA Commercial Arbitration Rules then in effect. The arbitrator may award any remedy available in a court of competent jurisdiction consistent with these Terms, and judgment on the award may be entered in any court having jurisdiction. The Parties will share arbitration administrative and arbitrator fees as required by the applicable AAA rules, subject to any contrary requirement of applicable law or award by the arbitrator.

CLASS ACTION WAIVER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY AGREES THAT CLAIMS WILL BE BROUGHT ONLY IN THAT PARTY’S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. If this waiver is found unenforceable as to a particular claim or request for relief, that claim or request for relief shall be severed and may proceed in a court of competent jurisdiction while the remaining claims remain subject to arbitration.

By affirmatively accepting these Terms, executing an agreement that incorporates them, creating or using an account after being presented with notice of these Terms, or otherwise using the Services where the acceptance flow reasonably communicates that such action constitutes agreement, Client manifests assent to these Terms.

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@jobelephant.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 Data Processing Addendum, Statement of Work, Agency of Record Agreement, or other written agreement expressly incorporated by reference, constitute the entire agreement between the Parties concerning the Services covered by those documents and supersede prior or contemporaneous communications concerning the same subject matter.

Order of Precedence

In the event of a conflict between applicable documents, the following order of precedence applies unless an executed document expressly states otherwise: (1) Data Processing Addendum, solely with respect to data-protection matters; (2) Agency of Record Agreement or Statement of Work, solely with respect to the Services and commercial terms covered by that document; (3) these Terms of Service; and (4) the Privacy Policy.