

Terms of Use (US) Direct Sourcing Platform

Introduction

Welcome to the Direct Sourcing Platform (“**Platform**”)! By registering as a Candidate, You agree the following Terms of Use (“**Terms**”) govern Your access and use of the Platform and are between You, as the user of the Platform and the provider of the Platform as defined below. Please read this carefully and be sure You understand the Terms before You accept the provisions. **If You do not agree to these provisions, do not use this Platform.**

This Platform is intended to allow You to:

- Participate in the current, and based on Your consent, future recruitments conducted by Impellam Group companies (as defined below) and/or their customers.
- Add curriculum vitae/resumes, cover letters, certificates and other documentation/data You wish to share with these companies.
- Receive information on the recruitments conducted by these companies to Your indicated email address.
- Search for new job offers.

For any questions regarding these Terms, You may contact us via email at helpdesk@guidantglobal.com.

PLEASE READ THE TERMS OF SERVICE CAREFULLY. IF YOU DO NOT AGREE TO BE BOUND BY SUCH TERMS AND CONDITIONS, YOU MUST NOT ACCESS THE SITE OR USE THE SERVICES. THESE TERMS CONTAIN A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER. IT AFFECTS YOUR LEGAL RIGHTS AS DETAILED IN THE ARBITRATION AND CLASS ACTION WAIVER SECTION BELOW. BY ACCEPTING THESE TERMS, YOU AGREE TO BE BOUND BY THE ARBITRATION AND CLASS ACTION WAIVER.

Registration

To use the Platform, You must agree that:

- You are at least 18 years old and legally authorised to work in the jurisdictions where you seek opportunities.
- The data and information provided by You are complete, do not mislead and do not infringe on the law or the rights of third persons.
- The data and information provided by You are not stored only on the Platform by You, and their possible loss or removal by the provider of the Platform will not cause damage to you.
- You will not disclose Your access password to Your Account on the Platform to third persons.
- You are required to monitor the Account of the email address indicated at the registration on an on-going basis.
- The provider of the Platform may refuse to create or may remove Your Account if, in the provider’s reasonable opinion, the data or information provided by You are illegal, immoral or infringe on the rights of third persons, or the provider’s legitimate interests.
- The Terms are concluded for an indefinite period and will apply to You for as long as You use the Platform to view the jobs currently available and/or maintain an Account on the Platform.
- You will act professionally in all interactions with other users on the Platform and respect the rights and confidentiality of other users.

- You will not engage in activities on the Platform that harm the reputation or functionality of the Platform.

The provider of the Platform reserves the right to:

- Cease temporarily the provision of the Platform, in particular due to the maintenance or modification of the Platform or for other objective circumstances.
- Remove Your accounts, in particular if the provider finds that You do not observe the provisions of these Terms.
- Modify the Platform's functionality, in particular cease the provision of some part of or the whole Platform without reasons.

The platform reserves the right to verify Your information and deny or suspend access if any inaccuracies are found.

You hereby authorize and give consent to the platform and/or Impellam Group to send You/receive, either through the Platform or a third-party service provider from time to time, various information/alerts/SMS/other messages or calls or commercial communication, and other services on the aforesaid listed telephone numbers, irrespective of whether these numbers are registered with National Do Not Call Registry/ listed in National Customer Preference Register or not. You also confirm that by sending any of such messages/calls, You will not hold the platform, Impellam Group, or/and its third-party service provider liable/ institute complaint under the Telecom Commercial Communications Customer Preference (TRAI) Regulations, 2010 or such other applicable regulations including any amendment thereof, as may be applicable from time to time. Your consent will be auto renewed every month and if you want to stop this service, please write an email to helpdesk@guidantglobal.com before the due date. Also, to the extent any additional charges apply with respect to such, once the amount is debited from the account, it will not be refunded.

Article 1 – Definitions

Account: an account created by You, which gives You access to the Platform to create a profile and make use of the Services.

Candidate: Any individual registering on the Platform or using the Services for employment or freelance opportunities.

Customer: Companies or other organizations that use the platform to source Candidates to fill job roles.

Group: all parent and subsidiary companies comprising Impellam Group.

Impellam Group: Impellam Group Limited being a company registered in England and Wales with registered office at First Floor, Mulberry House, Parkland Square, 750 Capability Green, Luton, LU1 3LU and any member of its group including all parent and subsidiary companies.

IP Rights: all intellectual property rights and any related rights, anywhere in the world, including but not limited to patent rights, copyrights, design rights, database rights, trademark rights, related rights, performances on par with such rights, and rights to know-how.

Platform: the online, automated Direct Sourcing Platform provided by Guidant Global, a part of Impellam Group.

Services: The Services provided by Impellam Group using the Platform, including Candidate matching, data processing, Platform access and the content and functionalities available within.

You/Your: any job candidate, supplier of job candidate(s) and/or Customer that accesses and uses the Platform.

Article 2 – Scope and Amendments

2.1 These Terms govern Your access and use of the Platform and Services at all times.

2.2 Any general terms of any third party or You do not apply.

2.3 Impellam Group shall have the right to amend these Terms unilaterally at all times (“**Amended Terms**”). Amended Terms shall be shared on the Platform and/or via email prior to coming into effect. If You do not consent to the amendment(s), You will be entitled to terminate Your Account. If You do not terminate Your Account before the date on which the amendments come into effect, You shall be deemed to have accepted the amendments.

2.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Article 3 – Acceptable Use

3.1 You agree not to:

a) Rent, lease, sub-license, loan, provide, or otherwise make available, the Platform or Services in any form, in whole or in part to a person without the Impellam Group’s consent.

b) Make a copy of the Platform.

c) Translate, merge, adapt, vary, alter, or modify, the whole or any part of the Platform nor permit the Platform or the Services or any part of it to be combined with, or become incorporated in, any other programs.

d) Disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Platform or the Services nor attempt to do any such things, except to the extent that by law such actions cannot be prohibited.

e) Share login details and password related to Your Account with any individual other than authorized persons.

f) Use the Platform for “**spamming**”, unlawful unsolicited marketing, sending unsolicited messages, email, phone calls or newsletters to any individual unless otherwise expressly agreed with them.

2. You must:

a) Comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the Platform or the Services.

b) Not use the Platform or Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Platform or any operating system.

c) Not infringe Impellam Group’s intellectual property rights or those of any third party in relation to Your use of the Platform or the Services (to the extent that such use is not licensed by these terms).

d) Not transmit any material that is defamatory, offensive or otherwise objectionable in relation to Your use of the Platform or the Services.

e) Not use the Platform or the Services in a way that could damage, disable, overburden, impair or compromise Impellam Group's systems or security or interfere with other users.

f) Not collect or harvest any information or data from the Platform or the Services or Impellam Group's systems or attempt to decipher any transmissions to or from the servers running the Platform or the Services.

Article 4 – Licensing, availability of and access to the Platform

4.1 Impellam Group shall grant You a license to use the Platform and the Services throughout the term of Your actual use and/or maintenance of an Account. Such license shall not be exclusive, transferable or capable of being pledged or sublicensed. You acknowledge and agree that no product or service of Impellam Group other than the Platform and the Services shall be deemed to have been licensed or otherwise provided to You under these Terms. Except for the rights granted to You in these Terms, You shall have no right, title or interest in and to the platform or the Services or any component(s) thereof, including without limitation, any documentation, or any of the IP Rights including all revisions, modifications, alterations, and derivative works thereof in all forms.

4.2 Impellam Group offers You the ability to create an Account (or to arrange for this to be done) on the Platform and make use of its Services. You may create an Account yourself. In the case of a Customer, Impellam Group may create an Account on behalf of the Customer based on the information provided by the Customer at the Customer's request. By using the platform, creating an Account, and posting/uploading/submitting/sending any data, text, messages, advertisements, job and company information, job postings, application information, logos, trademarks, comments, questions and other content or information ("**Your Data**"), You expressly grant the Platform and/or Impellam Group a sub-licensable, unlimited, worldwide license to Your Data to use, modify, quote, publish, translate, archive, store, reproduce, modify, create derivative works from, and otherwise communicate, in any manner or form and in any medium or forum in accordance with these Terms and the Privacy Policy . All rights not expressly granted herein are reserved by the Platform and/or Impellam Group and its/their licensors. You will retain all right, title and interest in and to Your Data in the form provided to the platform and/or Impellam Group. You should only provide information that You own or have the rights to use. Although You remain the sole and complete owner of all information and Your Data provided and/or uploaded by You on the Platform or while using the Services (including any intellectual property rights in the same), You hereby give us the right and permission to access certain information:

- contained in the resumes uploaded by You while availing our Services.
- The IP address of the third-party/person who accesses any user account created through Your Account.
- Certain analytical information pertaining to Your account (the "**Data Trail**"), including but not limited to the number of times and the geographic locations from which You have accessed Your Account, Your activity on the Account (for example, what features You used and what actions You carried out), the number of resumes and/or other information You have uploaded during the course of Your usage of the Services, when each such document was uploaded, and the number of reports generated from Your account and other information of similar nature.

It is necessary and mandatory for us to collect and access the information called out in this Section to be able to provide You with any part of the Platform or the Services. Should you choose not to provide any of the information or not to allow us to access any of the same, You will be unable to access or use any party of the Platform or Services.

The Platform/Impellam Group may use the above information for as long as Your Account is active and in use, and only as specified/permitted by our Privacy Policy and by applicable law. For example, we will never share Your personally identifiable information without Your prior explicit permission. Please closely review our Privacy Policy for more information regarding how we disclose Your personal information.

Once Your Account is deleted, You hereby give us permission to continue storing and using the Data Trail for an additional period of one (1) year from the date of termination of Your Account. Additionally, we may continue to store any other information as may be required by applicable law for the purposes of record retention. While we make commercially reasonable efforts to ensure that the data stored on our servers are always available to You (during the subsistence of Your Account), we will not be responsible in the event of failure of the third-party servers or any other factors outside our reasonable control, that may cause the Your Data to be permanently deleted, irretrievable, or temporarily inaccessible.

If You choose to provide us with input and suggestions regarding problems with or proposed modifications or improvements to the Site or Services (“**Feedback**”), then You hereby grant us an unrestricted, perpetual, irrevocable, non-exclusive, fully paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Platform/Services and to create other products and services.

4.3 Impellam Group reserves the right to deny You the right to create an Account, to deny or refuse You access to the Platform in whole or in part, or not to conclude an Account with You without any further explanation, if and to the extent legally permissible, without being obliged to compensate any direct or indirect damages.

4.4 Impellam Group shall ensure that the Platform remains available and that it is maintained and updated where it believes this is necessary.

4.5 The availability of the Platform shall not include the source code of the software constituting the basis of the Platform.

4.6 Impellam Group has the right to adopt technical measures to protect the Platform from being used unlawfully and/or in some other way or for a purpose other than as agreed between You and Impellam Group. You may not remove or circumvent (or arrange this to be done) any technical facility which is designed to protect the Platform.

4.7 If Impellam Group terminates the rights to use the Platform You must stop all activities authorised by these Terms.

4.8 You may terminate these Terms without reasons at any time by removing Your Account from the Platform. Impellam Group may terminate these Terms without reason at any time with a 7-day notice sent to the email address indicated by You at the time of Your registration.

4.9 The Platform is not an employer, co-employer or staffing/recruitment agency of any type and will not by virtue of Your use become a party to any employment or services contract. All negotiations, resulting contracts and hiring decisions are between You and the applicable Customer (including a member of the Impellam Group). The Platform plays no role in setting any rates, scheduling work or supervising job performance. The Platform plays no role in determining an individual’s classification under the Fair Labor Standards Act (FLSA) or other applicable law(s), rules, or regulations. Employment-related screenings and other checks are not provided through the Platform or the Services.

4.10 AI is used in connection with the Platform and Services. Additional terms and conditions related to the use of AI are provided below.

4.11 **Third Party Services.** Third-party service providers are used to provide You with the Services. In this process, Your personal information or Your Data may be shared with some of the third-party service providers, as is necessary to enable them to provide the requisite services. These third-party service providers provide following categories of services:

- Telephone and other communication services.
- Cloud based web hosting and server services.

The Platform/Impellam Group will attempt to ensure that all our third-party service providers are bound by and adhere to the same obligations of confidentiality and data privacy as we guarantee to You.

Article 5 – Your Obligations

5.1 You are responsible for Your use of the Platform and the Services. You are required to comply with all of Impellam Group’s usage requirements and other instructions and procedures, including these Terms.

5.2 You shall provide Impellam Group with all of the information, materials and support which are reasonably necessary for Impellam Group for use of the Platform and guarantee that all provided information is correct, complete, accurate and up to date. If any information is no longer up to date, You shall modify it as soon as possible.

5.3 You are responsible for ensuring You have the necessary equipment required in order to gain access to the Platform.

5.4 When creating an account, You shall enter Your email address, and a password shall be created. The log-in details may be changed by You from time to time. Log-in details are personal. You are responsible for keeping Your username and password combination secret and shall not share them with anyone else.

5.5 You are liable for any and all (unauthorized) use of the Platform through Your Account. You will not attempt to compromise the functionality, security or integrity of the Platform or the Services or any infrastructure used in its delivery or assist others in so doing. You also agree to reasonably assist Impellam Group in preventing unauthorized access to the Platform or the Services.

5.6 You are prohibited from using the Platform in a way which conflicts with these Terms, applicable laws and regulations and/or the generally accepted standards of due care. It is also prohibited to use the Platform in a way which may harm Impellam Group and/or any other third party. You will not perform, or aid others in performing, penetration test, DDoS attack test(s) or any kind of security testing on the Platform.

5.7 You are obliged to comply with all reasonable instructions and requests issued by Impellam Group in relation to the Services and its security.

5.8 You shall respect the privacy of third parties at all times, shall not process (personal) data in violation of the law, shall not gain wrongful access to the Platform, shall not disseminate any viruses or other harmful software or codes, and shall refrain from any criminal offenses, breaches of other legal obligations and of any other unlawful act or omission.

Article 6 – Fees and Payments

6.1 Impellam Group provides both free and paid access to the Platform and the Services. Candidates subscribing to the paid version of the Platform will enjoy enhanced features and services. Your paid subscription will remain active until the end of the paid validity period. Once the validity period expires, Candidates will be automatically transitioned to the free version of the Platform unless they renew their subscription. Detailed terms regarding paid services will be communicated during the subscription process.

Article 7 – Content

7.1 Via the Platform, information from Impellam Group and You is shared. All content within the Platform is the property of Impellam Group and/or the Account users that have delivered the content, or their licensors. You gain only a non-exclusive, non-transferable right, which cannot be pledged or sublicensed, to use the content within the Platform in accordance with the provisions stipulated here and only in the way envisaged, using the functionalities of the Platform. It is not permitted to disclose content outside the Platform without Impellam Group's consent.

7.2 Although Impellam Group strives to achieve and maintain a high level of content on the Platform, it does not provide any warranties and shall not be liable for any loss due to inaccurate, incomplete, out-of-date, infringing or otherwise unlawful content. The use of the content is entirely at the risk and under the responsibility of the relevant User. Impellam Group does not provide any warranties that specific content on the Platform shall be or remain available. Due diligence is the sole responsibility of hiring parties using the Platform and/or Services. You expressly acknowledge that the Platform may contain, or be prone to, bugs, errors or other problems that could cause loss of Your data stored in the Platform, inconsistent performance, incorrect results, and other failures, including but not limited to system interruptions and data loss. Absolutely no warranty or conditions of merchantability or fitness for a particular purpose are provided for the Platform or the Services. Results delivered by the Platform or the Services, or otherwise, shall not be relied upon, and do not constitute professional advice, and should be used with caution and in accordance with these Terms.

7.3 Notwithstanding any other rights of Impellam Group, it may delete any content which You post at any time and for any reason whatsoever, for example, if it considers itself legally obliged to do so or this is ordered by the relevant public authorities, if the content infringes (or allegedly infringes) any other party's rights, including IP rights, or if You fail to comply with these Terms or other applicable terms and conditions, provide incorrect, outdated and/or misleading information or undertakes fraudulent activities. Impellam Group will not be liable to pay any form of damages or compensation to You.

7.4 In the event that Impellam Group receives a request from another party to delete any content which You have posted on the Platform (or part of it), Impellam Group may pass on such notice to You in order to deal with such request. In such case, the You shall do all that is required to ensure that the content complies with the applicable legislation and regulations, and that the rest may also be lawfully published. Nevertheless, Impellam Group shall be entitled to delete content immediately based on any third-party notice which Impellam Group considers to be adequately substantiated. Impellam Group shall not be liable to pay any form of damages or compensation as a result. In the event that Impellam Group receives a request for deletion from another party, it shall be entitled to supply the Your identity and contact details to such other party.

7.5 If You are of opinion that any third party content on the Platform is incorrect, incomplete, out-of-date, infringes Your rights or those of any other party, or is in any other way unlawful, You must report this to Impellam Group via helpdesk@guidantglobal.com. Impellam Group shall process the report as soon as possible and, if it obliged to do so or if it deems it necessary, will remove the relevant content from the Platform with undue delay.

7.6 All parties accessing and using the Platform agree not to discriminate in any manner against any person or Candidate with respect to the terms and conditions of his or her employment or otherwise on the basis of age, sex, race, color, creed, sexual orientation, gender identity, national origin, ancestry, handicap, disability, or any other category protected by law or in retaliation for bringing a formal or informal complaint or supporting a complaint regarding any of the above discrimination or regarding harassment. Each party shall comply with all applicable federal, state, and local statutes, ordinances, rules, laws, and regulations, domestic or foreign, relating to its activities and obligations, including, as applicable, all laws regarding discrimination, harassment, retaliation, privacy, data security, time off, wages and hours, and benefits. The Platform and Services are only provided for the purpose of connecting You with other users; You, recruiters and Customers using the Platform and/or Services are responsible for following all applicable laws, including employment, tax and licensing rules and regulations.

Article 8 – Term

8.1 These Terms are effective from the moment You access the Platform. The rights and licenses granted to You in these Terms shall immediately terminate upon the termination or expiration of your Account, and You shall immediately cease to use the Platform and the Services, and Impellam Group shall cease providing access of the Platform and to the Services to You. Upon termination, Impellam Group shall have no obligation to maintain the data input by You using the Platform (including any data relating to Your Account and may immediately delete any information previously provided by You through the Platform, without notice. The Terms apply to You even if you do not create an Account on the Platform.

8.2 The Terms shall remain in effect until the relevant Account is terminated. You may terminate Your Account by taking the designated steps within the Platform or by sending an email to helpdesk@guidantglobal.com.

8.3 In the event that an Account is not active for longer than a year, i.e., when You do not use the Platform throughout that period, Impellam Group may terminate Your Account with immediate effect by sending You an email addressed to the Impellam Group known email address for You.

8.4 Impellam Group shall not be liable for the termination of an Account in accordance with the provisions stipulated herein or for the suspension of Your right to access the Platform.

8.5 Any provisions of these Terms which by their nature are designed to remain in effect following the termination of Your Account, shall continue to apply in full.

Article 9 – IP Rights

9.1 All IP Rights to the Platform and the Services belong to Impellam Group and/or its licensors. You shall only receive those usage rights which are explicitly referred to in these Terms. Unless otherwise agreed, the usage rights received from or through Impellam Group are non-exclusive and non-transferable and may not be sublicensed. All IP Rights to the aggregated statistical data created and/or collected through the use of the Platform are fully owned by Impellam Group.

9.2 You guarantee when uploading and/or making content available through the Platform that, (i) You are fully authorised to do so, (ii) You have obtained all necessary rights and/or consents required to do so, (iii) it does not infringe any third-party rights, nor is it unlawful in any other way, and (iv) Impellam Group shall not be liable to pay any damages or compensation to any third other party.

9.3. You shall be fully responsible and liable in respect of any content that You make available on the Platform. You shall indemnify Impellam Group against any and all claims made by another party in this respect and for all related damages and costs, including any lawyer's fees.

Article 10 – Your Data

10.1 Impellam Group processes Your Data. Impellam Group can be considered the data controller. Impellam Group processes personal data in accordance with and as further explained in its privacy policy which can be found at www.impellam.com/privacy. You agree that the Privacy Policy as modified from time to time is applicable to You. You agree You may receive commercial electronic communications from Impellam Group and/or its Customers.

10.2 Your data will be used only for job matching, customer engagements, and improving the Platform and Services.

10.3 To the extent necessary, by registering You consent to the processing and sharing of Your data as outlined in our Privacy Policy. The Platform employs industry-standard security measures to protect Your data from unauthorized accesses or breaches.

10.4 You have the right to access, rectify, and delete your data or withdraw consent at any time. Requests can be made by contacting helpdesk@guidantglobal.com.

Article 11 – Confidentiality

11.1 If in connection with Your use of the Platform or Services or Impellam Group's provision of the Platform and Services, information of a party comes to the knowledge of the other party and such information is deemed to be confidential, verbally or in writing, or which the receiving party may reasonably expect that it must be regarded as confidential, the receiving party will keep this information strictly confidential, only use it for the purposes of the Platform and Services, and restrict access to the information to those persons who need to acquaint themselves with it for that purpose. The receiving party guarantees that these persons are obliged, whether by an employment agreement and/or a non-disclosure agreement to keep this information confidential.

11.2 Financial and business information, including information about the market and information concerning the parties' marketing and sales policies, information about the current and future products and services of the parties or any company or business associated with them and Your personal data, are in any case regarded as confidential information within the meaning of the previous paragraph of this article.

11.3 Confidential information does not include information that was already in the public domain when it came to the attention of the receiving party or has become public after that, without interference of the receiving party, or which the receiving party receives from another party without being bound by a non-disclosure obligation of such other party.

11.4 You shall not make a statement to any other party concerning Impellam Group in a manner which may harm or cause damage to Impellam Group.

Article 12 – Warranties and Indemnifications

12.1 The Platform and the Services are provided “**as is**” and “**as available**” and, to the extent that it is legally permitted, excluding all explicit and implicit claims in relation to merchantability, fitness for purpose, satisfactory quality, conformity, accuracy, or usability. The Platform and the Services evolve continually, and Impellam Group does not warrant that all components shall be fully available at all times. Impellam

Group shall at all times be entitled to change the nature and scope of the agreed Services, provided that it deems this to be advisable for technical or business reasons. In particular, Impellam Group does not warrant or represent, and disclaims any representations or warranties that:

- The Platform or Services will meet Your requirements.
- Provision of the Platform or Services will be continuous, timely, secure or uninterrupted.
- Data will not be lost or altered by reason of defect in the Platform or Services or any computing sources, as made available by Impellam Group, its subcontractors, or designees, whether by reason of negligence or not.
- The Platform or Services will be error free.
- Errors resulting from the Platform or Services will be corrected.
- The Platform or Services will accept data from, provide data to, or otherwise operate in conjunction with any other software programs.
- Security measures used in the provision of the Platform, or the Services will meet Your requirements.

12.2 You warrant that You are fully entitled to use the Platform and Services and by doing so will not infringe any rights held by another party or fail to comply with any contractual duty towards such other party. Upon becoming aware of a breach of the foregoing representation, we may modify or delete parts of Your account information at our sole discretion with or without notice to You.

12.3 You warrant that all information and data (personal or otherwise) which they provide may be processed and used by Impellam Group in connection with the provision of the Platform and/or for the purpose of providing any Services.

12.4 You warrant that when using the Platform, You act in accordance with the applicable legislation and regulations, will not infringe any third-party rights, or act unlawfully in any other way.

12.5 You will indemnify Impellam Group against any and all claims made by another party, including other users, pursuant to a failure (or alleged failure) to comply with these warranties and for any related damages and costs, which is deemed to include any lawyers' fees. Furthermore, You shall indemnify Impellam Group against any and all claims made by another party, including other users, that suffer a loss in relation to Your Account due to any act or omission on Your part or a cause which must be deemed to have occurred at Your risk. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will assist and cooperate with us in connection therewith.

Article 13 – Liability

13.1 Impellam shall not in any circumstance whatever, be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms, Your use of the Platform, or receipt of Services. Impellam Group is not liable for, among other things *alia*:

- The accuracy or reliability of any contents provided by You or any other user via the Platform or any infringement of the law or the rights of third persons of those contents.
- The loss of data by You caused by objective factors (e.g., equipment failure) or by the circumstances independent of Impellam Group, including, in particular, attributable to other users.
- Damages resulting from ceasing provision of the Platform or the Services.
- Damages resulting from the provision of untrue, inaccurate, or incomplete data or information by You.
- Damages resulting from not observing the provisions of these Terms by You.

- Damages and/or liability related to interactions between You and other users of the Platform and/or the Services.
- Any employment related terms and conditions agreed (or not agreed) between You and any Customer or other user of the Platform or Services.

13.2 Under no circumstances shall Impellam Group be liable for compensation for any indirect or consequential loss, or any harm due to a loss of turnover earnings, a delay, the loss of data, a failure to meet a deadline as a result of changed circumstances or Your provision of assistance, information or materials, or information or advice provided by Impellam Group that do not explicitly constitute part of the Services.

13.3 Notwithstanding the foregoing, Impellam Group shall not be liable for any indirect or consequential loss, loss of earnings, foregone savings, impaired goodwill, any loss due to disruption of business or a claim made by Your customer, a loss pertaining to the use by Impellam Group of any goods, materials or software provided by another party and prescribed by You, or any loss occasioned by the corruption, destruction or loss of data or documents.

13.4 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IMPELLAM GROUP SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS (IN THE AGGREGATE) OF USD 150.00 OR FOR ANY MATTER BEYOND ITS REASONABLE CONTROL, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE AFOREMENTIONED DAMAGES.

13.5 Any exclusion of liability or limitation of liability stipulated in this article shall apply in full to any director, manager, employee, representative or legal successor of Impellam Group, who can directly rely on this article.

13.6 If under any circumstances Impellam Group processes any payment(s) to You in any way connected to Your use of the Platform and/or Services, it does so merely in the capacity of a payment agent for the Customer.

Article 14 – Complaint Procedure

14.1 You may submit complaints on the undue performance of the Platform by sending an email message to the address: helpdesk@guidantglobal.com.

14.2 Your complaint should include at least:

- Your full name.
- Indication of the undue performance of the Platform which Your complaint refers to.
- A description of the circumstances justifying the complaint.

14.3 Impellam Group reserves the right not to consider complaints not containing the elements indicated in **Section 14.2** above.

14.4 Impellam Group shall consider the complaint within 14 days from the date of its submission to the indicated e-mail address and shall send the reply to Your e-mail address.

Article 15- Dispute Resolution and Arbitration and Class Action Waiver

15.1 PLEASE READ THE FOLLOWING ARBITRATION AGREEMENT IN THIS SECTION (“ARBITRATION AGREEMENT”) CAREFULLY. IT REQUIRES YOU TO ARBITRATE MOST DISPUTES WITH IMPELLAM GROUP AND MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS.

15.2 YOU AND IMPELLAM GROUP AGREE THAT ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO OR IN CONNECTION WITH YOUR USE OF THE PLATFORM AND/OR THE SERVICES, THESE TERMS OR CONTENT (A “DISPUTE” AS DEFINED BELOW) SHALL BE RESOLVED ONLY BY FINAL AND BINDING, BILATERAL ARBITRATION, AS DETAILED BELOW.

15.3 You and Impellam Group agree that these Terms affect interstate commerce and the Federal Arbitration Act, 9 U.S.C. §1, et seq., and federal arbitration law apply to this Arbitration Agreement and govern all questions as to whether a dispute is subject to arbitration.

15.4 Disputes. “Disputes” shall include, but are not limited to, any claims or controversies between You and Impellam Group against each other related in any way to or arising from or in connection with the Platform and/or the Services, these Terms, Your Data or any other content including but not limited to refunds, cancellations, defects, policies, privacy, advertising or any other communications between You and Impellam Group and/or a Customer, even if the claim arises after You or Impellam Group has terminated use of the Platform or Services or a Account or these Terms. Disputes also include, but are not limited to: (a) claims that You bring against our employees, agents, affiliates or other representatives; (b) claims that Impellam Group brings against You; (c) claims in any way related to or arising out of any aspect of the relationship between You and Impellam Group, whether based in contract, tort, statute, fraud, misrepresentation, advertising claims or any other legal theory; (d) claims that arose before these Terms or out of a prior set of Terms with Impellam Group; (e) claims that are subject to ongoing litigation where You are not a party or a class member; and/or (f) claims that arise after the termination of these Terms. “Disputes” does not include disagreements or claims concerning patents, copyrights, moral rights, trademarks and trade secrets, claims of piracy or unauthorized use of intellectual property (collectively, “intellectual property claims”).

15.5 Initial Dispute Resolution. Most disputes can be resolved without resort to litigation. You can reach helpdesk@guidantglobal.com. Except for small claims court and intellectual property claims, the parties agree to use their best efforts to settle any dispute, claim, question or disagreement directly through consultation with our customer support department, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

15.6 Binding Arbitration Process and Procedure. Except as provided herein, if we cannot resolve a Dispute informally, any Dispute will be resolved only by binding arbitration to be held in the county in which you reside. For residents outside the United States, arbitration shall be initiated in the State of Michigan. Impellam Group and you further agree to submit to the personal jurisdiction of any state or federal court in Michigan to compel arbitration, stay proceedings pending arbitration or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

15.7 To begin an arbitration proceeding, You must do the following: (a) write a Demand for Arbitration that includes a description of the claim and the amount of damages you seek to recover (You may find a copy of a Demand for Arbitration at www.jamsadr.com); (b) send three copies of the Demand for Arbitration, plus the appropriate filing fee, to JAMS, 150 West Jefferson, Suite 1600, Detroit, MI 48226; and (c) send one copy of the Demand for Arbitration to Impellam Group at 27777 Franklin Rd., Suite 600, Southfield, Michigan 48034.

15.8 The arbitration will be conducted by a single arbitrator. Disputes involving claims and counterclaims with an amount in controversy under \$250,000, not inclusive of attorneys’ fees and interest, shall be subject to JAMS’ most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS’s most current version of the Comprehensive Arbitration Rules and Procedures, available

at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at <http://www.jamsadr.com> or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If there is a conflict between the JAMS Rules (or the rules of the alternative arbitral forum selected by the parties) and the rules set forth in this Arbitration Agreement, the rules set forth in this Arbitration Agreement will govern. **ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL.** You may, in arbitration, seek any and all remedies otherwise available to you pursuant to your state's law.

15.9 To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Impellam Group will pay the additional cost. Impellam Group shall also bear the cost of any arbitration fees, unless the arbitrator finds Your claims, defenses or other fee-generating activity to be frivolous or asserted or conducted for an improper purpose. You are responsible for all other additional costs that you may incur in the arbitration including, without limitation, attorneys' fees and expert witness costs unless Impellam Group is specifically required to pay such fees under applicable law.

15.10 If Impellam Group's or Your claim is solely for monetary relief of \$10,000 or less and does not include a request for any type of equitable remedy, the party bringing the claim may choose whether the arbitration of the claim will be conducted through a telephonic hearing, or by an in-person hearing under the JAMS Rules, solely based on documents submitted to the arbitrator.

15.11 You or Impellam Group may choose to pursue a claim in small claims court if: (a) jurisdiction and venue over You and Impellam Group otherwise qualifies for such small claims court; (b) such claim advances only on an individual (e.g., non-class, non-representative) basis; and (c) the claim does not include a request for any type of equitable relief. However, if You decide to pursue a claim in small claims court, You agree to provide Impellam Group with advance notice by email to legalrequest.US@impellam.com and by mail to 27777 Franklin Rd., Suite 600, Southfield, Michigan 48034.

15.12 These Terms and this Arbitration Agreement do not prevent You from bringing Your Dispute to the attention of any federal, state or local government agency. Such agencies can, if the law allows, seek relief against Impellam Group on your behalf.

15.13 **Authority of Arbitrator.** The arbitrator, and not any federal, state or local court or agency shall have exclusive authority to resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable or whether any claims are not subject to arbitration. The arbitrator will decide the rights and liabilities, if any, of You and Impellam Group. The arbitration proceeding will not be consolidated with any other matters or joined with any other proceedings or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages awarded. The arbitrator shall follow the applicable law. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon You and us.

15.14 **Waiver of Jury Trial. YOU AND IMPELLAM GROUP HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO RESOLVE DISPUTES IN COURT (OTHER THAN SMALL CLAIMS COURT AS PERMITTED HEREIN) AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY.** You and

Impellam Group are instead electing that all covered claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

15.15 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending a timely written notice of Your decision to opt out. Your notice must be sent via email to legalrequest.us@impellam.com and by mail to 27777 Franklin Rd., Suite 600, Southfield, Michigan 48034 within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include Your name and address, the email address You used to set up Your account (if You have one), Your signature, and a clear statement that You want to opt out of this Arbitration Agreement. If You opt out of this Arbitration Agreement, all other parts of the Terms will continue to apply to You. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that You may currently have with Impellam Group or may enter into in the future with Impellam Group.

15.16 Parents, Subsidiaries, Affiliates. This Arbitration Agreement will also apply to any claims asserted by You against any present or future parent, subsidiary or affiliated company of Impellam Group, or any employee, officer, director or investor of Impellam Group, and to any claims asserted by any of them against You, to the extent that any such claims arise out of or relate to these Terms (such as with respect to their validity or enforceability), the Platform and/or the Services, any person's access to and/or use of the Platform and/or the Services or the provision of content, products, services and/or technology on or through the Platform and/or the Services.

15.17 Changes to this Section. Impellam Group will provide thirty (30) days' notice of any changes to this section by posting on the Platform, sending You a message or otherwise notifying You when You are logged into Your Account. Amendments will become effective thirty (30) days after they are posted on the Platform or sent to You. Changes to this section will apply prospectively only to claims arising after the thirtieth (30th) day. If a court or arbitrator decides that this subsection titled "**Changes to This Section**" is not enforceable or valid, then this subsection shall be severed from the sections entitled "**Arbitration**" and "**Class Action Waiver**" and the court or arbitrator shall apply the first Arbitration and Class Action Waiver sections in existence after You began using the Platform and/or Services.

15.18 Severability. Subject to the section titled "**Class Action Waiver**," if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

15.19 Survival of Agreement. This Arbitration Agreement will survive the termination or expiration of these Terms or Your relationship with Impellam Group.

15.20 CLASS ACTION WAIVER. PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS.

15.20.1 Impellam Group and You agree to resolve any dispute in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated or representative proceeding. Impellam Group and You further agree to not participate in any class, consolidated or representative proceeding (existing or future) brought by any third party arising out of or relating to any dispute with a third party. If an arbitrator or a court determines that applicable law precludes enforcement of this paragraph's limitations as to a particular remedy, then the portion of the claim seeking that remedy (and only that portion of the claim)

must be severed from the arbitration and may be brought in court. All other claims shall remain subject to arbitration solely on an individual basis.

15.20.2 The arbitrator cannot combine more than one person's or entity's claims into a single case, and cannot preside over any class, consolidated or representative proceeding (unless we agree otherwise). And the arbitrator's decision or award in one person's or entity's case can only impact the person or entity that brought the claim, not other Impellam Group users, and cannot be used to decide other disputes with other users.

15.20.3 If any court or arbitrator determines that the class/consolidated/representative action waiver set forth in this section is void or unenforceable for any reason or that arbitration can proceed on a class, consolidated or representative basis, then the disputes, claims or controversies will not be subject to arbitration and must be litigated in federal court located in the Eastern District of Michigan.

15.20.4 If any clause within this Class Action Waiver Section is found to be illegal or unenforceable, that specific clause will be severed from this section and the remainder of its provisions will be given full force and effect.

15.20.5 This Class Action Waiver Section will also apply to any claims asserted by You against any present or future parent, subsidiary or affiliated company of Impellam Group, or any employee, officer, director or investor of Impellam Group, and to any claims asserted by any of them against You, to the extent that such claim is a dispute.

15.20.6 This Class Action Waiver Section shall survive any termination of Your account or the Platform and/or Services.

Article 16 – Other

16.1 These Terms are governed by and construed in accordance with the laws of the State of Michigan. The applicable courts of Michigan shall have sole and exclusive jurisdiction to determine all claims, actions, disputes and/or demands in connection with these Terms.

16.2 These Terms do not give rise to any rights to third parties to enforce any of its terms.

16.3 Impellam Group is entitled to engage third parties without Your consent to help execute the Platform or Services or to execute part of the Platform or Services as a subcontractor.

16.4 You are not entitled to assign Your rights and obligations pursuant to these Terms to any other party without Impellam Group's prior written consent. Impellam Group is entitled to attach conditions to such consent.

16.5 Impellam Group is entitled to assign all or part of their rights and duties pursuant to these Terms to any other party.

16.6 Any electronic communication sent by Impellam Group is deemed to have been received on the date on which it is sent, unless You can provide evidence to the contrary.

16.7 Impellam Group and You are independent parties, who do not have the power to represent each other, to perform any legal act on each other's behalf, to enter into an agreement on behalf of each other or to mediate for this purpose, or to issue any warranty, guaranty or to take on commitments on behalf of the other party, unless otherwise agreed. The Agreement does not contain agreements on exclusivity between the parties in any way whatsoever.

16.8 These Terms along with the Privacy Policy constitute the entire agreement between You and the Platform/Impellam Group.

16.9 If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in effect.

16.10 Neither the Platform nor Impellam Group is liable for any delays or failure caused by events beyond their reasonable control, including but not limited to natural disasters, strikes or technical failures.

ANNEX A: AI STATEMENT

Dated: 03/04/2026

At the Platform, we are committed to using artificial intelligence (AI) responsibly, ethically, and in full compliance with EU AI regulations, including the EU AI Act and GDPR. Our AI-powered solutions enhance recruitment efficiency while prioritizing fairness, transparency, data security, and human oversight.

1. AI Use Cases & Scope

We use AI to support and streamline recruitment processes for both candidates and recruiters, ensuring a fair and efficient experience:

- For Candidates: AI extracts information from CVs to prepopulate profiles and match candidates to relevant job opportunities.
- For Recruiters & Clients: AI assists in ranking candidates, filtering applications, and optimizing talent pool recommendations.
- AI is never used to collect personal data beyond its stated purpose, nor for automated decision-making without human oversight.

2. AI Transparency & Explainability

- The Platform ensures that all AI-generated recommendations—whether for job matching or candidate ranking—are transparent and explainable.
- Recruiters and candidates can request insights into how AI-based suggestions were generated.
- AI does not make final hiring decisions; human oversight remains integral to the process.

3. Data Privacy & Security Compliance

- We follow strict GDPR-compliant data handling practices, including encryption, access controls, and anonymization where required.
- AI does not access or process data for any purpose other than what users have explicitly consented to.
- Candidate data is never shared or used for personal profiling or targeted advertising.

4. Bias Mitigation & Fairness

- The Platform actively monitors and updates its AI models to prevent bias and ensure a fair, non-discriminatory recruitment process.
- Our algorithms undergo regular audits to maintain diversity and inclusion in hiring recommendations.

5. Continuous Improvement & AI Updates

- We continuously update our AI infrastructure to align with the latest technology, security measures, and regulatory requirements.
- Users will be notified of any significant changes to AI processes that may impact their data or experience.

6. User Consent & Control

- By joining the Platform community, users provide explicit consent for AI-driven processes related to profile creation and job matching.

7. Ethical AI Commitments

- The Platform's AI is designed to support, not replace, human decision-making.
- We remain committed to responsible, compliant, and fair AI use, aligning with evolving regulations and industry best practices.

We continuously refine our AI policies to build trust-worthy, fair and transparent recruitment ecosystems for all users.

ANNEX B: SMS TERMS AND CONDITIONS OF USE

By registering to use the Platform, You consent to receive and authorize the Platform, Impellam Group and their third-party service providers to send you recurring automated promotional and personalized marketing text messages (as set out below) at the mobile number You provide us when registering on the Platform [using an automated telephone dialing system]. Your consent is not a condition of purchasing

any property or services. You may revoke this consent at any time by replying STOP. **Messaging frequency varies. Standard message and data rates may apply.**

You will receive a reply text message to confirm your signup. Your opt-in signifies your agreement to these terms and to the Dispute Resolution and Arbitration provisions of the Terms that governs how claims You and we have against each other are resolved.

1- SMS Consent Communication:

The information (Phone Numbers) obtained as part of the SMS consent process will not be shared with third parties for marketing purposes.

2- Types of SMS Communications:

If you have consented to receive text messages from Guidant Global/the Platform, you may receive messages related to the following (provide specific examples):

- Job matches – offers to apply
- Interview scheduling
- Onboarding
- Recruiter communications

Example: “Hello, this is a friendly reminder of your upcoming interview with [Name] at [Location] on [Date] at [Time]. Reply STOP to opt out of SMS messaging at any time.”

3- Message Frequency:

Message frequency may vary depending on the type of communication. For example, you may receive up to 3 SMS messages per week related to your [matches/interviews, etc.]. We reserve the right to alter the frequency of the messages sent at any time.

Example:

“Message frequency may vary. You may receive up to 3 SMS messages per week regarding your job matches or interview requests.”

4- Potential Fees for SMS Messaging:

Please note that standard message and data rates may apply, depending on your carrier’s pricing plan. These fees may vary if the message is sent domestically or internationally. Not all mobile devices may be supported, and text messaging may not be available in all areas. Neither the Platform, Impellam Group nor our third-party service providers are liable for delayed or undelivered messages.

5- Opt-In Method:

You may opt-in to receive SMS messages from Guidant Global/the Platform by completing the Opt-In form with your mobile number and agreeing to these Terms.

6- Opt-Out Method:

You can opt out of receiving SMS messages at any time. To do so, simply reply “**STOP**” to any SMS message you receive. Alternatively, you can contact us directly at helpdesk@guidantglobal.com to request removal from our messaging list.

7- Help:

If you are experiencing any issues, you can reply with the keyword HELP.

Additional Options:

- If you do not wish to receive SMS messages, you can choose not to check the SMS consent box on your application.

8- Standard Messaging Disclosures:

- Message and data rates may apply.
- You can opt-out at any time by texting "STOP."
- Message frequency may vary
- Visit our T&C and Privacy Statement (hyper link to both) by following the links.

9 - Duty to Notify and Indemnify: You represent that You are the account holder for the mobile telephone number(s) that you used to subscribe to the Platform. You are responsible for completing the opt-out process or notifying us immediately if You change, transfer, or intend to stop using the mobile telephone number used to subscribe to the program. You may notify us of a number change by contacting helpdesk@guidantglobal.com. Your agreement to do so is a material part of these terms and conditions.

You agree to indemnify the Platform and Impellam Group in full, for all claims, expenses, and damages related to or caused in whole or in part by your failure to complete the opt-out process or notify us if you change, transfer, or intend to stop using your telephone number including, but not limited to, all claims, expenses, and damages related to or arising under the Telephone Consumer Protection Act (TCPA).