RECRUITEE API TERMS AND CONDITIONS

Last modified: 28th of May 2022

This document between Recruitee (also referred to as: "we", "us", or "our") and you (also referred to as: "your" or "Partner") sets out the Recruitee API terms and conditions ('*API Terms*') that describe your rights and your responsibilities when accessing or using Recruitee's application programming interface(s) ('*Recruitee API(s)*') and govern your access or use of the Recruitee API(s). Please read the API Terms carefully. By accessing or using the Recruitee API(s), you agree to these API Terms that apply to your access or use of the Recruitee API(s).

0. Definitions

In addition to the terms defined elsewhere in these API Terms, the following definitions apply. The definitions in these API Terms can be used anywhere in the Agreement. If a Document has a separate definition, then that definition will apply in relation to that Document. Where the word "including" is used in this Agreement, it should be interpreted as "including, but not limited to". Definitions for terms will apply to both singular and plural uses of the terms.

'*Affiliate*': In respect of a Party, any entity that such Party Controls, is Controlled by or is under common Control with such Party (where 'Control' means the direct or indirect ownership of at least fifty percent (50%) of the ownership or voting rights);

'*Agreement*': The agreement between the Parties which incorporates these API Terms, or these API Terms if these API Terms are not attached to another agreement;

'*Applicable Data Protection Laws*': Any applicable laws, regulations, statutes, treaties, ordinances, directives, decrees, codes, judgments, orders, rules or other requirements of any governmental authority as may be amended, extended and/or re-enacted from time to time i) protecting the fundamental rights and freedoms of individuals, ii) regarding data protection and the right to privacy; and/or iii) pertaining to information security and data protection, including the GDPR and its implementing acts;

'*Application*': Your software application, website, tool, service, or other software product for which you offer an integration or interconnection with the Recruitee SaaS (your '*Application*');

'*Document*': Any part of the Agreement that can be seen as a single document, such as the API Terms;

'*Documentation*': the user manuals, administration guides, product specifications, and integration specifications that are placed at your disposal by Recruitee relating to the Recruitee SaaS, the Recruitee API(s) and/or a Functionality;

'*End-Users*': The end-users of the Recruitee SaaS and/or the Integration such as Recruitee's or your customers;

'*GDPR*': Regulation (EU) 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation);

'*Functionality*': A function, possibility or feature of the Recruitee API(s);

'*Integration*': The technical integration or interconnection between your Application and the Recruitee API(s);

'*Integration Data*': Any content or data that flows through or is transferred by the Integration such as personal data;

'*Party*': You or Recruitee;

'*Recruitee*': Recruitee B.V., a private company with limited liability under the laws of the Netherlands with company number 63881829 with its address at Keizersgracht 313, 1016EE, Amsterdam, The Netherlands;

'*Recruitee('s) SaaS*': Any Recruitee SaaS for talent acquisition; and

'*SaaS*': Software-as-a-Service.

1. General

1.1. These API Terms will solely govern any Integration, including any Integration in development, that is offered by you to third parties, that is intended by you to be offered to third parties or that is listed on the marketplace of Recruitee (https://marketplace.recruitee.com) ('*Recruitee Marketplace*'). The Recruitee Terms (as available on https://recruitee.com/terms) ('*Recruitee Terms*' or '*Terms*') will not apply to such Integrations. Other uses of the Recruitee SaaS, for example integrations or interconnections that you solely use internally (within your company) and that are solely intended to benefit your company, will be governed by the Recruitee Terms.

1.2. If you are accepting these API Terms on behalf of an entity, you represent and warrant to us that you have the authority to do so (and for clarity, all other references to "you" or "your" in these API Terms refer to such entity).

2. Use of the Recruitee API(s)

2.1. License. Subject to your compliance with these API Terms, Recruitee shall grant you a limited, non-exclusive, non-assignable, non-transferable, worldwide, revocable right to develop, test, and support the Integration, and to offer the Integration to third parties. You may use the Recruitee API(s) only as expressly permitted in these API Terms. You also agree not use the Recruitee API(s) to recreate the features or Functionality of or similar to Recruitee's SaaS.

2.2. Limitations. To protect Recruitee's SaaS for all its stakeholders, Recruitee needs to be able to limit the access or use to the Recruitee API(s). Therefore, Recruitee has the right to limit or suspend your access or use to the Recruitee API(s) at any time in its sole discretion with or without notice to you and without liability to you, including to ensure the stability, legality, availability, scalability, usability, commercial viability, and responsiveness of the Recruitee API(s). Such limitations may include technical limitations, such as call, volume and/or rate limits, or limits on the access or use of the Recruitee API(s) and it is explicitly understood that such limitations may impact (availability and/or functionality) of the Integration and/or (parts that rely on the Integration of) your Application. You agree to such limitations, and you will not attempt to circumvent them.

2.3. Responsibilities. You acknowledge and agree that you are solely responsible for the content, development, operation, support, and maintenance of the Integration, as well as all the activity related to your access or use of the Recruitee API(s). Accordingly, you represent and warrant that your access or use of the Recruitee API(s) and the Integration will not infringe or violate any third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or result in the violation of any applicable laws and regulations, including Applicable Data Protection Laws.

2.4. Registration and Accounts. To access and use the Recruitee API(s), you must register for and maintain a Recruitee account.

2.5. Modifications and Updates. Recruitee may, at its sole discretion with or without notice to you and without liability to you, make updates, additions, removals, or modifications ('*Changes*') to (the Functionality of) the Recruitee's API(s). Recruitee will make commercially reasonable efforts to notify you of any Changes that can negatively affect your use of the Recruitee API(s).

2.6. Prohibited Uses. You may not, and will not allow any third party to, use the Recruitee API(s), or any information, data or content accessed or obtained by accessing or using the Recruitee API(s) or the Integration:

2.6.1. In a way that is deceptive, fraudulent, false, misleading, obscene, pornographic, vulgar, or offensive, or that promotes illegal or harmful activities or substances.

2.6.2. In a way that reflects negatively, or in a way that's reasonably likely to allow others to reflect negatively, on Recruitee or its customers.

2.6.3. In a way that violates applicable laws or regulations, including violating Applicable Data Protection Laws.

2.6.4. To disrupt, interfere with, or attempt to gain unauthorized access to services, servers, devices, or networks.

2.6.5. To copy, scrape or export data in bulk from the Recruitee SaaS.

2.6.6. To use an unreasonable amount of bandwidth or make an unreasonable number of requests to the Recruitee API(s).

2.6.7. To request, use, or make available any data obtained through the Integration outside permissions expressly granted by End-Users in connection with using the Integration.

2.6.8. To reverse engineer, decompile, disassemble, or derive source code, underlying ideas, algorithms, or structure of the Recruitee API(s), or Recruitee's SaaS.

2.6.9. To distribute any viruses, worms, Trojan horses, malware, or any items of a destructive nature.

2.6.10. Except as allowed by Recruitee in writing, to build, design, or distribute a product or service that competes with products or services offered by Recruitee or with any part of such products or services.

2.6.11. To make the Integration available for use in a manner that circumvents the need for End-Users to obtain a valid subscription or license to Recruitee's SaaS.

2.6.12. To use or transfer any data accessed or obtained with the Integration, including any data aggregated, anonymized, or derived from that data, for advertising or marketing purposes including targeting ads or serving ads.

2.6.13. In a way that removes, hides, obscures, or alters any links to the Terms, Recruitee's Privacy Policy, or Recruitee's other terms or policies in any content accessed or obtained using the Recruitee API(s).

2.6.14. To distribute any unsolicited communications such as email messages.

2.6.15. In violation of any guidelines and policies set out in the Documentation.

2.6.16. In a manner that otherwise may have a negative impact on Recruitee, the Recruitee API or the Recruitee SaaS.

3. Security and Privacy

3.1. Tokens. You shall (i) not share your keys or your credentials obtained for the access or use of the Recruitee API(s) ('*Tokens*'), (ii) keep such Tokens and all login information secure and confidential, and (iii) use Tokens solely for accessing the Recruitee API(s).

3.2. Information Security Requirements. You represent and warrant that you shall implement and maintain all appropriate technical and organisational measures for information security for the development and operation of the Integration that:

3.2.1. Comply with applicable laws and regulations, including Applicable Data Protection Laws;

3.2.2. Meet or exceed applicable industry standards or self-regulatory requirements;

3.2.3. Protect the confidentiality, integrity, and availability of Tokens and Integration Data, including data that relates to any identifiable natural person and other information governed by Applicable Data Protection Laws; and

3.2.4. Prevent security incidents.

3.3. <u>Security Incidents.</u> In the event you become aware of or suspect any accidental, unlawful, or unauthorized access to, or use, disclosure, alteration, loss, or destruction of, Recruitee API(s), the Integration, Integration Data, your Application, or your service provider's systems and facilities on which your Application or the Integration depends, Recruitee's SaaS, or Recruitee's applications or systems (each, a '*Security Incident*'), you will notify Recruitee of the Security Incident immediately and in no event later than 24 hours after you become aware of it. You agree to preserve evidence regarding the Security Incident and provide us with information requested by us regarding the Security Incident, including a detailed explanation of the nature and root cause of the Security Incident, the categories and approximate number of affected individuals and/or organizations, the categories and approximate quantity of affected records, the likely consequences of the Security Incident, and corrective action (being) taken. You agree to take such actions as Recruitee may reasonably request to respond to, investigate, and mitigate adverse effects of any Security Incident. Before you communicate with the public (such as press releases, blogs or social media) or any third party (that is not your agent) about a Security Incident, you will consult with Recruitee about the contents of the communication, and provide Recruitee with an advance copy thereof, insofar it is permitted by applicable laws and regulations and it does not unreasonably interfere with your investigation or remediation of the Security Incident or compliance with your legal obligations to give notifications on the Security Incident.

3.4. <u>Security Review and Audits.</u> Recruitee and/or an independent third party selected by Recruitee (acting at Recruitee's direction) may, at Recruitee's sole cost and discretion, perform an audit or a security review of the Integration to ensure that the Integration complies with the API Terms and that the Integration does not threaten the security, integrity, availability, or performance of Recruitee's API(s), Recruitee's SaaS, or any other applications ('*Security Review*'). Recruitee shall provide prior written notice of any Security Review. You shall provide Recruitee, at no charge, the required access to the Integration and you shall cooperate with Recruitee and provide information as Recruitee may reasonably request to complete the Security Review. You and Recruitee will enter into a reasonable confidentiality agreement before the start of the Security Review. You will also comply, at your own expense, with any (requests for) audits conducted by any competent (regulatory) authorities.

3.5. <u>Privacy Requirements.</u> You shall:

3.5.1. comply with Applicable Data Protection Laws, including the obligations thereunder to notify any governmental or regulatory authorities and affected individuals of security breaches, and to comply with individuals' requests to exercise their rights;

3.5.2. ensure that all consents have been obtained from, and all notices (including privacy notices) have been given to, all End-Users and others as may be required from you in a given situation by Applicable Data Protection Laws for the operation of the Integration and your processing of Integration Data;

3.5.3. ensure any such notices and consents do not supersede, modify, or conflict with the API Terms or other applicable Recruitee terms and policies;

3.5.4. use personal information in accordance with such notices and consents and in accordance with your terms of use applicable to your Application;

3.5.5. upon request by Recruitee provide such assistance and take such actions as may be reasonably necessary for Recruitee to comply with Applicable Data Protection Laws.

3.6. <u>Distribution of Responsibilities.</u> Both Parties shall comply with all applicable requirements of Applicable Data Protection Laws. This Clause 3 is in addition to, and does not relieve, remove, or replace, a Party's obligations or rights under Applicable Data Protection Laws. Nothing in these API Terms or the activities contemplated therein shall be construed as creating a joint controller relationship between you and Recruitee or designating you as a processor on behalf of Recruitee. You acknowledge and agree that Recruitee may collect, use, share, and otherwise process personal data pertaining to End-Users and others as described in Recruitee's Privacy

Policy (https://recruitee.com/privacy-policy) or in its role as data processor for its customers where it processes personal data on their behalf. For clarity, Recruitee shall not be liable for, or have any responsibility in connection with, Integration Data collected, used, shared, retained, or otherwise processed by you, the Integration or your Application and your activities regarding Integration Data are not in any way by or on behalf of Recruitee.

4. Ownership and Intellectual Property

4.1. <u>Intellectual Property of Recruitee.</u> You acknowledge and agree that the Recruitee API(s) and any other materials or content of Recruitee (including (the contents of) the Recruitee('s) SaaS) made available or accessible through the Recruitee API(s), including all associated intellectual property rights, are the exclusive property of Recruitee and/or its licensors, and that, subject to the license provided in these API Terms, you do not have any other rights in any intellectual property of Recruitee or any derivatives thereof. You will not (and will not allow any third party to) modify or create any derivative works of the Recruitee API(s). The Integration will not be considered a derivative work, provided that it meets all the requirements applicable to the Recruitee API(s) and does not breach these API Terms.

4.2. <u>Intellectual Property of You.</u> Subject to any rights or licenses provided in these API Terms, Recruitee does not obtain ownership or other rights in your Application or the Integration, where it is understood that to the extent the Integration where to include any intellectual property of Recruitee (or its licensors), such will remain intellectual property of Recruitee (or its licensors). Recruitee may use your company names, logos and trademarks in connection to informing third parties about the availability or future availability of the Integration in press releases, interviews, promotional materials, sales sheets, presentations, websites and other promotional channels.

4.3. <u>Feedback.</u> We welcome any feedback from you to improve our Recruitee API(s). By submitting ideas, suggestions, and/or proposals ('*Feedback*') to Recruitee, you acknowledge and agree that: (a) your Feedback does not contain confidential or proprietary information; (b) Recruitee is under no obligation of confidentiality, express or implied, with respect to the Feedback; (c) Recruitee may already be developing a solution or solution component related to the Feedback; and (d) you grant Recruitee an unlimited, non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, transferable, perpetual license to use, commercialise, and publish the Feedback for any purpose, without compensation to you.

4.4. <u>Product Development.</u> Recruitee shall not be precluded from creating, developing, acquiring, publishing, licensing, or marketing and distributing (for itself or third parties), materials, applications, products, or services that are competitive with your Application or other products, or services provided by you, regardless of their similarity to your Application, your products or services, or products or services that you may develop in the future.

4.5. <u>No Affiliation.</u> Unless explicitly approved by Recruitee in writing, you shall not suggest any affiliation with Recruitee, including any suggestion that Recruitee sponsors, endorses, or guarantees the Integration, or that you are a partner of Recruitee. You shall not make any representations, warranties, or commitments regarding the Recruitee API(s) or on behalf of Recruitee.

5. Support and Service Level

5.1. <u>Support.</u> You are solely responsible for the development and maintenance of your Application and the Integration and providing support for your Application and the Integration.

5.2. <u>Service Level by Recruitee.</u> Any advice, consultation, support, or services that Recruitee provides you or End-Users in connection with the Recruitee API(s), Recruitee SaaS or the Integration is provided "as is" and without any warranties or guarantees. Notwithstanding the foregoing, Recruitee is not obligated to provide any support to you or End-Users for the Recruitee API(s), Recruitee SaaS, your Application, or the Integration, and we do not guarantee any uptime, availability, performance, or integrity of the Recruitee API(s). Recruitee shall not be liable to you for the unavailability of the Recruitee API(s) or the failure of the

Recruitee API(s) to perform in accordance with its specifications. Recruitee is not required to provide any prior notice to you or your End-Users of planned or unplanned downtime of the Recruitee API(s) or the Recruitee SaaS.

6. Marketplace Publication

6.1. Any publication or distribution of your Application or the Integration on the Recruitee Marketplace is subject to Recruitee's approval thereof or a subsequent agreement, as applicable.

7. Confidentiality

7.1. Confidential Information. You may, from time to time, gain access to Recruitee's confidential information. This includes all information in tangible or intangible form labelled "confidential" (or with a similar legend) or information which should be reasonably understood to be confidential given the nature of the information or the circumstances under which it was disclosed ('*Confidential Information*'). You may use Confidential Information solely in exercising your rights granted under the Terms. You also agree to protect Confidential Information from unauthorized use, access, or disclosure and agree to not disclose Confidential Information to a third party without Recruitee's prior express written consent.

7.2. Exceptions. Confidential information does not include information that:

7.2.1. is or falls into the public domain without your fault;

7.2.2. you can show by written documentation was independently developed by you without the benefit of any Confidential Information of Recruitee;

7.2.3. is obtained by you from a third party without any obligation of confidentiality.

7.3. Legally Compelled Disclosure. You may disclose Confidential Information when required to do so by law, but before doing so, you shall, if permitted by law: (a) promptly notify Recruitee in writing, (b) reasonably cooperate with Recruitee in the event Recruitee chooses to seek a protective order or other remedy to prevent or limit the disclosure of Confidential Information, and (c) not disclose any Confidential Information until Recruitee has chosen in its sole discretion to waive compliance with this Clause 7 as to such Confidential Information or has been granted or denied a protective order or other remedy. In the event that you must disclose Confidential Information after complying with this Clause 7, you shall disclose such information only to the extent legally required.

8. Termination

8.1. Recruitee may, in its sole discretion, for any reason, without prior notice or liability to you, suspend or terminate these API Terms, any rights granted therein, and/or your right to the Recruitee API(s). Unless you have agreed otherwise, you may terminate these API Terms at any time by ceasing your access to and use of the Recruitee API(s). Upon termination, all rights granted herein immediately expire and you will cease use of the Recruitee API(s), the same applies to suspension, for the term of such suspension.

8.2. Clauses 4, 7, 8.2 and 9 to 13 of these API Terms and any other clauses reasonably expected to survive termination or expiry or that are necessary for the interpretation of these API Terms, shall survive any expiration or termination.

9. Disclaimer

9.1. RECRUITEE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OR GUARANTEES WITH RESPECT TO YOUR USE OF THE RECRUITEE API(S). YOU UNDERSTAND THAT USE OF THE RECRUITEE API(S) IS AT YOUR OWN RISK AND THAT RECRUITEE PROVIDES THE RECRUITEE API(S) ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE". WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THE RECRUITEE API(S) WILL FUNCTION WITHOUT INTERUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, OPERATION OF THE RECRUITEE API(S) MAY BE INTERRUPTED DUE TO

MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. WE DISCLAIM ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION, ERRORS IN FUNCTIONING, OR THAT DATA LOSS WILL NOT OCCUR. THE PREVIOUS APPLIES TO THE FULLEST EXTENT PERMITTED.

10. Limitation of Liability

10.1. <u>Limitation of Liability.</u> TO THE FULLEST EXTENT PERMITTED, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE) WILL RECRUITEE, ITS AFFILIATES, OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS, RESELLERS, OR SUPPLIERS, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION, OR ANY OTHER LOSS INCURRED BY YOU IN CONNECTION WITH THESE API TERMS, YOUR USE OF THE RECRUITEE API(S), OR THE INTEGRATION, REGARDLESS OF WHETHER RECRUITEE HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

10.2. <u>Aggregate Liability.</u> NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE API TERMS AND TO THE FULLEST EXTENT PERMITTED, RECRUITEE'S TOTAL AGGREGATE LIABILITY TO YOU ARISING OUT OR RELATING TO THESE API TERMS, YOUR USE OF THE RECRUITEE API(S), YOUR APPLICATION, OR THE INTEGRATION SHALL IN NO EVENT EXCEED A HUNDRED EUROS (EUR 100,00). ANY CLAIM BY YOU ARISING OUT OF OR RELATING TO THESE API TERMS, USE OF THE RECRUITEE API(S), YOUR APPLICATION, OR THE INTEGRATION MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE EVENTS GIVING RISE TO THE CLAIM.

11. Indemnification

11.1. <u>Indemnification by You.</u> You shall indemnify, defend, and hold harmless Recruitee, its affiliates, officers, directors, employees, consultants, agents, suppliers, and resellers from any third party (including End Users) claims, actions, liability, damages, expenses and/or costs (including, but not limited to, reasonable attorneys' fees) arising from or related to your breach of these API Terms, your use of the Recruitee API(s), your Application or the Integration.

11.2. <u>Indemnification by Recruitee.</u> Recruitee shall indemnify, defend and hold harmless you from any claims, losses, reasonable costs, reasonable expenses (including reasonable attorneys' fees), damages, or liabilities brought by third parties from claims that the Recruitee API(s) infringe or misappropriate an intellectual property right of a third party. This indemnity will not apply to any claim that the infringement arose from the combination of the Recruitee API(s) with software, hardware, information, data, content, or other items not supplied by Recruitee. In the event that the Recruitee API(s) are, or in Recruitee's sole opinion are likely to be, an infringement as described in this Clause 11.2, Recruitee may, at its own discretion, (a) replace the applicable materials with non-infringing technology, (b) obtain a license or right for customer's continued use of the applicable materials, or (c) terminate this Agreement.

11.3. Any indemnification by you or Recruitee ('*Indemnifying Party*') under this Clause 11 is subject to (i) the other Party's ('*Indemnified Party*') prompt notification of the claim, (ii) the Indemnifying Party's right to take sole conduct of the claim, (iii) the condition that no settlement may be entered into by the Indemnifying Party, without the express written consent of the Indemnified Party (which consent shall not be unreasonably withheld), and (iv) the Indemnified Party's obligation to provide reasonable cooperation to Indemnifying Party's defense of the claim.

12. Governing Law and Jurisdiction

12.1. These API Terms shall be governed by the laws of the Netherlands, without reference to any conflicts of law principles, and any disputes in relation to this Agreement will be brought before the courts of Amsterdam, the Netherlands.

13. Miscellaneous

13.1. <u>Modifications of these API Terms.</u> Recruitee may from time to time modify these API Terms in its sole discretion. New versions of the API Terms will be published at https://recruit.ee/api-terms as a webpage or as a PDF file. You will make sure to regularly check for new versions of the API Terms. Any new version of the API Terms will enter into effect after 30 (thirty) days if a prior version of the API Terms was already applicable between the Parties, unless explicitly stated otherwise by Recruitee.

13.2. <u>Entire Agreement.</u> These API Terms and any documents incorporated into these API Terms by reference, constitute the entire agreement between Recruitee and you regarding the Recruitee API(s) and supersede all prior agreements and understandings, whether in writing or oral, with respect to the subject matter of these API Terms.

13.3. <u>Assignment.</u> You may not assign the API Terms, whether by operation of law, change of control, merger, asset sale, or otherwise, without Recruitee's prior written consent. Recruitee may assign or transfer the API Terms, at its sole discretion, without restriction.

13.4. <u>Severability.</u> If any provision of these API Terms is found to be illegal, unenforceable, or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the API Terms shall otherwise remain in full force and effect and enforceable.

13.5. <u>No waiver.</u> The failure of Recruitee to exercise in any respect any right provided for under the API Terms shall not be deemed a waiver of any further rights under these API Terms.

13.6. <u>Survival.</u> For the sake of clarity, after termination the API Terms will remain in effect with respect to any other subject matter that requires survival due to its nature and/or purpose.

13.7. <u>Independent Parties.</u> Nothing in these API Terms shall be deemed or construed to constitute or create an agency, partnership, joint venture, employment, or fiduciary relationship between the Parties. Both Parties will not claim to be acting on behalf of each other.

13.8. <u>Notices.</u> You agree that Recruitee can provide any notices to you by postal mail, registered letter or by electronic means including by email. Recruitee is not responsible for e-mails that are sent to you "bouncing" or being rejected and other delivery failures that cannot be attributed to Recruitee. Notices by you will be given by postal mail, registered letter or by any means that Recruitee explicitly designates for specific notices.