

US and Canadian Terms of Service – Humanforce Talent (formerly LiveHire)

Effective Date: September 20, 2023

1. Our agreement with you

These Terms of Service apply to US and Canadian Users only.

These Terms of Service are very important and constitute a legally binding agreement between you, the User, and us, Humanforce Talent (formerly LiveHire) Ltd (ABN 59 153 266 605) (Humanforce Talent (formerly LiveHire)) of Level 10, 461 Bourke Street, Melbourne, Victoria 3000, Australia (**Agreement**), so please take a few minutes to read them.

Amongst other things, this Agreement explains:

- how you can use or terminate our Services and your use of the Platform;
- how your content is used and protected, including privacy and copyright protection;
- how we can change, suspend or terminate your access to, and use of, the Services and the Platform;
- the warranties and disclaimers that apply; and
- the limitations of, and exclusions to, our obligations and liability to you.

You understand that by signing up to, or logging into, the Platform, or using the Services provided through the Platform, you are agreeing to be legally bound by this Agreement. If you do not accept this Agreement in its entirety, then you may not access or use the Platform. If you agree to this Agreement on behalf of any Person, you represent and warrant that you have the authority to bind that Person to this Agreement and that your agreement to these terms will be treated as the agreement of that Person. In that event, “you” and “your” will refer and apply to that Person. You acknowledge that the Platform or the Services, or any part of the Platform or Services, may be supplied, delivered or performed by the Humanforce Talent (formerly LiveHire) Affiliates.

Electronic Communications and Signatures Consent

By agreeing to this Agreement, you are consenting to receive information, including certain disclosures, related to our Platform that are otherwise required to be provided in writing, electronically (**Electronic Communications**). You are entitled to receive certain Electronic Communications on paper if you wish, but in order to create an Account with Humanforce Talent (formerly LiveHire) and use the Platform, you must consent to receive certain Electronic Communications electronically instead, and consent to using electronic signatures. To receive Electronic Communications electronically, your computer must be capable of printing or storing PDF files and web pages, and you must have a PDF Reader and a web browser with 128-bit encryption security. If you do not provide your consent, or

later, you want to withdraw your consent, you will not be able to use our Platform as **our Platform is only provided electronically**. In order to withdraw your consent and deactivate your Account, please contact: livehiresupport@humanforce.com. To update your contact information or request a paper copy of Electronic Communications at no charge, please contact livehiresupport@humanforce.com.

NOTE: THIS AGREEMENT CONTAINS A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH US. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED BELOW.

2. Using our Services

Identity

All User identity information associated with an Account must be real and verifiable. Only the Person specified during the process of registering an Account may use that Account, and no User may have more than one Account. We may validate User information at any time by any reasonable means, including validating any part of the personal information contained in a Member's profile, curriculum vitae and/or any background checks completed by a Service Provider or Humanforce Talent (formerly LiveHire) . Failure to provide identity verification when reasonably requested may result in suspension of your Account or restricted access.

The Platform and the Services are not for use by anyone under the Minimum Age. By using the Platform or the Services, you represent, acknowledge and agree that you are at least the Minimum Age. If you are not at least the Minimum Age, you may not use the Platform or the Services at any time or in any manner or submit any information to us or the Platform.

Security

You must ensure and maintain the secrecy and security of any username and password that you enter or we provide to you in connection with the Platform. You must not disclose the username or password to any third party. You will need to change your password regularly by following the relevant instructions. We will be entitled to treat any use of, or

action taken through the use of, such password on the Platform as being made or authorized by you. You must not allow any third party to perform any action, including posting jobs or making a Connection, under or through your Account, and you remain entirely responsible for any and all activities that occur on the Platform or otherwise under your login name. You agree to immediately notify us if you become aware of any unauthorized use of your Account, your login name or any other breach of security known to you. You must not misuse our Services. For example, you must not interfere with our Services or try to access them using a method other than using the Platform and following the instructions and restrictions that we provide. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. You must not use the Services to advertise work or services that are illegal or would infringe or violate the rights of a third party. You must not enter into this Agreement or use the Platform or Services if you are: (a) a citizen of, or reside in, a country in which doing so is prohibited by law, decree, regulation, treaty or any other administrative act; or (b) a citizen or resident of, or located in, a country or region that is subject to United Nation Security Council sanctions.

Export Restrictions

Restrictions. The Services and other technology Humanforce Talent (formerly LiveHire) makes available, and derivatives thereof may be subject to export laws and regulations of the United States or other jurisdictions. You represent and warrant that you are not named on any US government denied-party list or Sanctions List. You will not, and you will not permit other Users to access or use any of the Services in any United Nations, US, Canadian or EU embargoed country, or in violation of any US, Canadian, or EU export or sanctions laws or regulations.

SMS / Text Messaging

By enabling SMS/text notifications you are electing to receive messages about opportunities from your connected Talent Communities, at the phone number you provided. We may also contact you via SMS as part of an identity verification process. If you elect not to receive SMS / Text Notifications, we will contact you by email only.

For help regarding SMS / Text Messaging, contact support@livehire.com. To unsubscribe from SMS notifications at any time, reply 'STOP', or access your Humanforce Talent (formerly LiveHire) profile to manage your communication preferences. Message and data rates may apply. Message frequency varies.

3. Rules of interpretation

Capitalized terms in this Agreement have the meaning set out in the “Definitions” section of this Agreement. In addition, the following rules of interpretation also apply to this Agreement:

- words like “us”, “we”, “our”, “LiveHire”, “LiveHire” “ Humanforce Talent” refer to Humanforce Talent (formerly LiveHire) Ltd (ABN 59 153 266 605);
 - words like “you” and “your” refer to the Person entering into this Agreement with us;
 - “including” means “including, but not limited to”;
 - the singular includes the plural, and vice versa; and
 - headings are for ease of reference only and should otherwise be ignored.
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4. Privacy

Our [Privacy Policy](#) explains how we treat your personal information and other data and protect your privacy when you use our Services or the Platform. Please note that when you create an Account with us, use the Services, or access the Platform, we will process your information as described in our [Privacy Policy](#) and any privacy notice incorporated into that policy by reference, including our US Privacy Notice, California Privacy Notice, Canada Privacy Notice or Diversity Information Notice. You consent to our collection, use, disclosure and storage of your Personal Information as set out in that Privacy Policy and for our authorized personnel to access your Personal Information in connection with the supply of the Services and provision of the Platform.

Where you have provided your phone number or email in connection with your use of the Services, you consent for us to send you service announcements, administrative messages, and other information, via SMS or email. If you have provided your phone number or email, you have also consented to receive job alerts via SMS or email, or similar communications from us, or from the Talent Communities you join, and it is your responsibility to read the privacy policies of each Talent Community you join, and for the prospective employer, employment or staffing agency and for each job application. You may opt-out of SMS or email communications, by adjusting your Account settings or

following the unsubscribe process outlined in your **'Profile Settings'** page.; **or** by following the unsubscribe link in the communication. For any question in regards to your data and privacy you can [contact us](#) directly.

5. Intellectual Property

The Platform and Services (including all associated Intellectual Property) are the sole property of Humanforce Talent (formerly LiveHire) and/or each Service Provider (as applicable) unless otherwise indicated. Using our Services or the Platform does not give you an interest in, ownership of or any rights (including Intellectual Property) in the Platform, the Services or any content you may access. You may not use content from our Services or the Platform unless you obtain permission from its owner or are otherwise permitted by law. This Agreement does not grant you any right or license to use any branding or logos used in our Services or the Platform. You must not remove, obscure, or alter any legal notices displayed in or along with our Services or the Platform. You may not copy, modify, reproduce, distribute, sell, or lease any part of our Platform or the Services or any included software or Intellectual Property, nor may you reverse engineer or attempt to extract the source code of that software, unless you have our written permission or (and only to the extent) any applicable laws actually prohibit such restrictions. Some of our Services allow you to submit content. You retain ownership of any Intellectual Property that you hold in that content. You are liable for any content you upload, transmit or otherwise submit to or communicate via the Services or the Platform. If we receive any notice of alleged infringement of Intellectual Property by you, then we will respond as we see fit, which may include removing the relevant content from the Platform and/or suspending or terminating the provision of Services to you. When you upload or otherwise submit content via the Services or to the Platform, you give Humanforce Talent (formerly LiveHire) , our Clients and Service Providers a non-exclusive, transferable, sub-licensable, royalty-free, perpetual, worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations, variations or other changes we make so that your content works better with the Services and the Platform), communicate, commercialize, analyze, publish, publicly perform, publicly display and/or distribute, in any way now known or in the future developed, such content. In some of our Services, there are terms or settings that narrow the scope of our use of the content submitted in those Services. Some Services may offer you ways to access and

remove content that has been provided to the Platform. However, content may continue to exist on our systems where: (a) immediate deletion is not possible due to technical limitations; (b) your content has been used by Clients and/or Service Providers and they have not deleted it; or (c) where deletion would restrict our ability to: (i) investigate illegal activity or breaches of this Agreement; (ii) to comply with our legal obligations; or (iii) to comply with a request from a law enforcement, judicial or administrative authority or a government agency. We may also use content in accordance with the license in de-identified form, including statistical information which is aggregated and anonymized. In each of these cases, this license will continue even if you stop using our Services. It is your responsibility to ensure you have all necessary rights to grant us this license for any content that you submit to our Platform or in the use of our Services. You agree not to infringe or violate any third party Intellectual Property rights in connection with, and remain liable for, any content or information you may make available on or through, your use of the Platform and the Services. If you submit feedback or suggestions about our Services or the Platform, we may use your feedback or suggestions without obligation to you.

We respect the Intellectual Property rights of others, and we ask you to do the same. We may, in appropriate circumstances and at our discretion, terminate the Account of, and access to the Platform by, any User who infringes or violates the Intellectual Property rights of others and/or who is the subject of repeated DMCA or other infringement notifications. If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on our Platform, please provide our designated agent the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed or violated.
- Identification of the copyrighted and/or trademarked work claimed to have been infringed or violated, or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled on the Platform, and information reasonably sufficient to permit us to locate the material.
- Information reasonably sufficient to permit us to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.

- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed or violated.

Our agent for notice of claims of copyright or trademark infringement or violation on the Platform or our Website can be reached as follows:

General Counsel

Humanforce Talent (formerly LiveHire) Ltd (ABN 59 153 266 605)

Level 10, 461 Bourke Street, Melbourne, Victoria, Australia 3000

legal@humanforce.com

Please also note that for copyright infringements under Section 512(f) of the Copyright Act (of the United States), any person who knowingly materially misrepresents that any material or activity is infringing may be subject to liability.

Submitting a DMCA Counter-Notification

We will notify you that we have removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a valid DMCA take-down notice that we have received. If you receive such notice from us, you may provide us with a counter-notification in writing to our designated agent that includes all the following information:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and

Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

6. Our Fees

Fees for Users

No charges are payable by a User for their use of the Platform. Where you are a Client any charges for the Services will be governed by our commercial agreement with the Client.

Billing and Payments

If any fees apply to your use of the Platform or Services you must pay Humanforce Talent (formerly LiveHire) any applicable fees at the time those amounts are due and payable using agreed payment method(s).

Taxes

You will be liable to pay any foreign, federal, provincial and/or state taxes as may be applicable to you or your business in connection with your access to, or use or receipt of, the Services or the Platform.

Interest

If we are required to collect overdue fees from you, you must pay all costs (including legal fees), if any, incurred by us in collecting those overdue fees from you.

Coupons

Any voucher, coupon, discount or any other offer used to pay for or reduce any fees can only be used once. Where there isn't an expiry identified on a voucher, coupon, discount or any other offer, and where permitted by law, it is valid for only 30 days from the date of the offer or notice date.

Mobile

We may charge Users for our mobile services, but in any event please be aware that your carrier's normal rates and fees, such as text messaging and data fees, will also apply. Where you are a Client any mobile charges will be governed by our commercial agreement with the Client. In the event you change or deactivate your mobile telephone number, you must update your account information on the Platform within 48 hours to ensure that any messages or notifications are not sent to any person who may acquire

your old number. You authorize other Users to sync (including through an application) their contact list information onto their mobile devices, which may include the transfer of your basic information visible to them on the Platform, as well as your name and profile picture if this is public.

7. User Obligations & AUP

This clause 7 (User Obligations) is our [Acceptable Use Policy](#)

7.1 General

You, each User, and each Authorized User, must provide a consistent and high level of courtesy, respect and professionalism toward each other User and comply with this Acceptable Use Policy (AUP) and the Terms of Service. You must use good judgement, and comply with any applicable codes or standards, when posting information, comments, feedback, or other content regarding us, other Users, or any other third party anywhere within the Platform. Any content that you submit via the Platform must not be Prohibited Content and must not contain any information enabling or requesting contact or payment outside the Platform. You must take your own precautions (including antivirus software) to ensure that your access to the Platform and Services does not expose you to viruses or other code that is harmful or may assist in causing harm.

Capitalized terms not defined below have the meaning as defined in clause 13 (Definitions) of the Terms of Service.

7.2 Prohibited Content

You must not use the Platform or the Services to upload, store, send or transmit any content that is:

- racist, hateful, violent, defamatory, harassing, abusive, threatening, malicious, inflammatory or otherwise objectionable;
- pornographic, sexually explicit, obscene or excessively profane;
- unlawful, or encourages unlawful conduct;
- fraudulent, false, misleading or deceptive or likely to mislead or deceive;
- infringes or violates, or encourages the infringement or violation of, any Person's rights, including Intellectual Property, confidentiality, security or privacy rights or other laws;

- amounts to commercial advertising of any other website, product or service; or
- contains any link to any website that includes any of the above types of content.

7.3 Prohibited Conduct

You agree that it is a condition on your use of the Platform and the Services that you will not:

- mislead or deceive others or engage in any conduct which is misleading or deceptive (or likely to mislead or deceive);
- by any act or omission, engage in conduct that is discriminatory, unlawful or a breach of Law;
- do anything prohibited in clause 7.4 relating to the safety of Users or the security of the Platform; or
- promote, encourage, or facilitate hate speech, violence, or discrimination based on race, gender, religion, or any other characteristics protected by law.

7.4 Safety and Security

We do our best to keep the Platform safe, however we cannot guarantee safety. You agree to help us keep the Platform safe and agree that you will not, on or through the Platform or in connection with the Services:

- upload, send or transmit any Prohibited Content, or otherwise bully, intimidate, or harass any User or any other person;
- engage in unlawful conduct, including in any multi-level marketing such as a pyramid scheme; or to post, send or transmit unauthorized commercial or electronic communications (such as spam);
- upload viruses or other malicious code or content;
- solicit login information or access an Account belonging to someone else;
- do anything that could disable, overburden or impair the proper working or appearance of the Platform, such as a denial of service attack or interference with page rendering or other Platform functionality;
- violates the usage rules of us, or any entity affected by your use, including without limitation any ISP or telecommunications service provider; or any telecommunications, email or software service; including by circumventing any technological restriction, or exceeding applicable usage restrictions; or

- facilitate or encourage any of the above or any other violations of this Agreement or our policies set out on our Website,

You must not create any “links” to any part of the Platform, or “frame” or “mirror” any content contained in, or accessible through, the Platform, on any server or internet-based device without our prior written consent. Other than as provided by the Platform or Services, you may not use any data mining, screen scraping or similar software or other data gathering, analysis or extraction tools or processes on the Website, except with our prior written consent.

7.5 Your Responsibilities

- You are responsible for ensuring the systems and machines that you connect to the Services are secure, for the security of your login and password, and for complying with any Platform security notifications.
- The Platform may be available in a number of configurations with optional features. You are responsible for your use of the Platform and its features, and for the content of your communications.

7.6 Laws

- You must comply with all Laws that apply to your use of the Platform, or that otherwise apply to you, in the jurisdiction where you are located.
- Violation of the AUP may result in the suspension or termination of your Account in accordance with clause 8 (Suspension and Cancellation of Accounts) of the Terms of Service.

8. Suspension and Cancellation of Accounts

Suspension or cancellation by us for cause

Without limiting any other remedies available to us, we may suspend or cancel your Account at any time by notice to you if:

- you breach this Agreement or otherwise violate our rights or those of another User;
- we are unable to verify or authenticate any information you provide to us; or
- we reasonably believe that your actions might cause a legal liability to any other User or us.

Also, if you engage in any action or activity that circumvents the Platform or this Agreement in such a way as to avoid or reduce fees that would otherwise be payable to us, then you will be liable to us for the difference and we may suspend or cancel your Account.

Cancellation by us without cause

In addition to the above rights of suspension and cancellation, we may by notice to you cancel your Account at any time, at our sole discretion.

Cancellation by you without cause

You can cancel your Account at any time by notice to us, although we'll be sorry to see you go. If you created or have been using your Account in connection with your role with a Client or Service Provider, the cancellation of your Account will not automatically result in the cancellation or termination of any agreement between us and that Client or Service Provider, which will instead be governed by the terms of that agreement and applicable law.

Consequences of suspension or cancellation

If we suspend or cancel your Account, or you cancel your Account, then (without limiting any other rights we may have):

- you must not continue to use or access the Platform or any Service, including under a different Account, or re-register under a new Account;
- to the extent permitted by law, no amount paid in advance by you will be refundable;
- we may obtain payment of any outstanding amount (or that becomes payable) through any payment methods available to us in connection with your suspended or cancelled Account or any other Account that you register; and
- we may refuse to provide an Account to you in the future.

All of your and our accrued rights, and the provisions of this Agreement that by their nature are intended to survive termination or expiry of this Agreement (including the section above titled "Intellectual Property" and the sections below titled "Warranties and

Disclaimers”, “Limitations of Liability” and “Indemnification”) will survive any termination or expiry of this Agreement.

9. Our Role

You agree that:

- Humanforce Talent (formerly LiveHire) is a technology provider and does not participate in hiring decisions made by any Client, employment or staffing agency, or prospective employer;
- Humanforce Talent (formerly LiveHire) is not an employment or staffing agency;
- any information or content made available by us, including on the Platform or via the Services, is intended to provide general information only in summary form, including in relation to legal, regulatory, compliance or other issues, and should not be regarded as legal or compliance advice;
- we are not a party to any Employment Contract;
- a Member is not an employee of ours and that we do not, in any way, provide, supervise, direct, or control any Member’s work or services;
- a Client, employment of a staffing agency, or prospective employer, is not affiliated with us and we do not, in any way, participate in hiring decisions of the Client, or any employment or staffing agency or prospective employer, or manage, supervise, direct, or control any Client or employer or the employment or work conditions of any Client or employer;
- to the extent permitted by law, we will not have any liability or obligations related to hiring decisions, and under or related to any Employment Contract between a Member and a Client or employer, or any acts or omissions by any Member;
- we have no control over any Member or Client or employer, or over the work, services or opportunities promised or rendered by any Member or Client, or employer as applicable;
- we make no representations and give no warranties in connection with any Member or Client or employer, including as to the reliability, capability, or qualifications of any Member or the quality, security or legality of any work or services provided by any Member or Client or employer, and to the extent permitted by law expressly exclude any liability in connection therewith;

- we give no guarantee to any party of the continued availability of any particular Member or any job or vacancy and will not be liable to you should a Member or Client, employer or prospective employer, not accept or be available to accept a Connection or employment offer; and
- in no event will we be liable to you or anyone else for any decision made or action taken by you or anyone else in reliance upon any information contained on or omitted from the Platform.

We do not endorse or recommend any User or any job, business or other employment or relevant opportunities available through or advertised on the Platform, and strongly recommend you obtain independent legal, accounting, financial and taxation advice as appropriate prior to entering into any Employment Contract or other agreement with any person. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all services, opinions, advice, merchandise and/or other information provided or available through the Platform or in connection with the Services, and on the internet generally. The Platform may contain links to internet sites maintained or controlled by third parties. You acknowledge and agree that: (a) we are not responsible for the contents of any such sites (including the accuracy, legality or decency of any information) or any link contained on such sites; (b) such link does not imply any endorsement by us; (c) we are not responsible for the legality or Intellectual Property compliance of any such site; and (d) we will not be liable for any damages or loss arising in any way out of, in connection with or incidental to any information or third party service provided by any third party. While we take all reasonable due care in ensuring the privacy and integrity of information you provide to us, the possibility always exists that this information could be unlawfully accessed or observed by third parties while in transit over the internet or while stored on our system. To the greatest extent possible pursuant to law, we expressly disclaim any liability to you should this occur.

10. Warranties and Disclaimers

We provide our Services using a reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about our

Services. You must not rely on the Platform, any information in it, or its continuation. TO THE EXTENT PERMITTED BY LAW, AND OTHER THAN AS EXPRESSLY SET OUT IN THIS AGREEMENT, HUMANFORCE TALENT (FORMERLY LIVEHIRE) , EACH SERVICE PROVIDER AND, TO THE EXTENT APPLICABLE, EACH CLIENT:

- PROVIDE THE PLATFORM AND ALL INFORMATION AND SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS;
- DISCLAIM ANY AND ALL IMPLIED WARRANTIES, REPRESENTATIONS, CONDITIONS AND GUARANTEES, INCLUDING ANY WARRANTIES, REPRESENTATIONS, CONDITIONS AND GUARANTEES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA, AND NON-INFRINGEMENT; AND
- EXCLUDE ANY REPRESENTATIONS, WARRANTIES. CONDITIONS AND GUARANTEES ABOUT THE PLATFORM OR SERVICES, INCLUDING ABOUT THE CONTENT WITHIN THE PLATFORM OR THE SERVICES, THE SPECIFIC FUNCTIONS OF THE PLATFORM OR THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY OR ABILITY TO MEET YOUR NEEDS, THE SAFETY OR SECURITY OF THE PLATFORM OR THE SERVICES, OR REGARDING THE DELIVERY OF ANY MESSAGES (SUCH AS EMAILS, IN-MAILS, SMS, SOCIAL MEDIA, POSTING OF ANSWERS OR TRANSMISSION OF ANY OTHER USER GENERATED CONTENT) SENT THROUGH THE PLATFORM OR THE SERVICES TO ANYONE.

If you are dissatisfied or harmed by us or anything related to us, then you may cancel your Account and terminate this Agreement in accordance with the section above titled “Suspension and Cancellation of Accounts” and, to the extent permitted by law, such cancellation and termination will be your sole and exclusive remedy. In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Platform or the Services, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Platform or the Services or any content or other material used or displayed through the Platform or Services. We do not have any obligation to verify the identity of the persons subscribing to our Services or the Platform, nor do we have any obligation to monitor the use of our Services or the Platform by other Users of the community. To the extent permitted by law, we exclude any warranty or representation that the Services and Platform will function without interruption or errors. You acknowledge that the Services and Platform may be interrupted, or subject to errors, due to maintenance, updates, or system or network failures or other causes. To the extent permitted by law, we disclaim all liability for any Losses as may be caused by or in connection with any such interruption or errors in functioning. To the extent permitted

by law, we expressly exclude any liability for any remarks, information or other content posted or made available on the Platform or via the Services, including by any User or third party, even if it may not be Unacceptable Content. Other than as required by law, we do not have, and expressly exclude any liability for, any obligation to monitor content on the Platform or submitted via the Services for Unacceptable Content. We will remove or restrict access to any information or content posted or made available on the Platform or via the Services where required by law or if ordered to do so by a court. Otherwise, we may remove or restrict access to any such information or content if we consider such information or content to be Unacceptable Content, but we have no obligation to do so.

11. Liability and Indemnity

Limitations of Liability

TO THE EXTENT PERMITTED BY LAW, OTHER THAN AS EXPRESSLY PROVIDED BELOW, NEITHER WE NOR ANY SERVICE PROVIDER WILL BE RESPONSIBLE TO YOU OR ANY OTHER PERSON IN CONNECTION WITH ANY LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE LOSS OR DAMAGES RELATING TO OR IN CONNECTION WITH YOUR USE OF THE PLATFORM OR THE SERVICES. TO THE EXTENT PERMITTED BY LAW, NEITHER WE NOR ANY SERVICE PROVIDER SHALL BE CUMULATIVELY LIABLE FOR: (A) ANY LOSSES IN EXCESS OF FIVE TIMES THE MOST RECENT (AS AT THE DATE SUCH LIABILITY TO YOU ACCRUED) MONTHLY FEES THAT YOU PAID FOR THE SERVICES, IF ANY, OR (B) US\$100, WHICHEVER AMOUNT IS GREATER. YOU AGREE THAT THIS LIMITATION OF LIABILITY IS PART OF THE BASIS OF THE BARGAIN BETWEEN US AND WITHOUT IT THE TERMS AND PRICES CHARGED WOULD BE DIFFERENT. THIS LIMITATION OF LIABILITY SHALL:

- APPLY REGARDLESS OF WHETHER: (I) YOU BASE YOUR CLAIM ON CONTRACT, TORT, STATUTE OR ANY OTHER LEGAL THEORY; (II) WE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES; OR (III) THE LIMITED REMEDIES PROVIDED IN THIS PROVISION FAIL THEIR ESSENTIAL PURPOSE;
- NOT APPLY TO ANY DAMAGE THAT WE MAY CAUSE YOU INTENTIONALLY OR KNOWINGLY IN VIOLATION OF THIS AGREEMENT OR APPLICABLE LAW, OR AS OTHERWISE MANDATED BY APPLICABLE LAW THAT CANNOT BE DISCLAIMED FROM IN THIS AGREEMENT; AND

- NOT APPLY IF YOU HAVE ENTERED INTO A NON-STANDARD AGREEMENT TO PURCHASE SERVICES WITH A SEPARATE LIMITATION OF LIABILITY PROVISION THAT EXPRESSLY SUPERSEDES THIS PROVISION IN RELATION TO THOSE SERVICES.

WE RECOGNIZE THAT IN SOME COUNTRIES, YOU MIGHT HAVE LEGAL RIGHTS AS A CONSUMER. TO THE EXTENT PERMITTED BY LAW, ANY LIABILITY OF OURS IN CONNECTION WITH THE SERVICES OR PLATFORM UNDER ANY STATUTORY RIGHT (INCLUDING ANY CONDITION, GUARANTEE, REPRESENTATION OR WARRANTY IMPLIED BY LAW OR ANY RIGHT UNDER ANY STATUTE) THAT BY LAW CANNOT BE EXCLUDED IS, WHERE PERMITTED BY LAW, LIMITED AT OUR OPTION TO THE RESUPPLY OF THE RELEVANT SERVICES OR THE PAYMENT OF THE COST OF SAME.

California Consumer Notice

Under California Civil Code Section 1789.3, California Users are entitled to the following consumer rights notice: This Platform and Service are provided by Humanforce Talent (formerly LiveHire) Ltd (ABN 59 153 266 605). If you have a question or complaint regarding the Platform or our Services, please contact Customer Service at support@livehire.com. You may also contact us by writing at Humanforce Talent (formerly LiveHire) Ltd of Level 10, 461 Bourke Street, Melbourne, Victoria, Australia 3000. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by post at 1625 North Market Blvd., Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.

Indemnification

You must indemnify, defend and hold harmless (on a monthly basis, as Losses are incurred) us and each Service Provider from any and all Losses arising from or relating to or in connection with your use of the Services and/or the Platform, including:

- where you are a Client – any Losses in relation to any claim by a Member for workers' compensation or unemployment benefits or in relation to any Employment Contract entered into between the Client and a Member (including where it does not provide any benefits required by law) or otherwise, any claim by a Member or other User, related to your breach of Law;

- where you are a Member – any Losses in relation to performance or work or services by you, any failure by you to satisfy any legal requirement (whether as to age, qualifications or otherwise), or in relation to any Employment Contract entered into between you and a Client;
- relating to you having submitted any Prohibited Content to the Platform or any other breach of any kind by you of this Agreement; or
- any Losses in relation to any claim by a third party that any of your actions or omissions infringe or violate the Intellectual Property or other rights of any Person.

Dispute Resolution and Arbitration, Class Actions and Jury Waivers

Please read this carefully. It affects your rights.

Most User concerns can be resolved quickly and to a User's satisfaction by contacting us at support@livehire.com. This section of the Agreement (**Provision**) facilitates the prompt and efficient resolution of any disputes that may arise between you and us. Arbitration is a form of private dispute resolution in which persons with a dispute waive their rights to file a lawsuit, to proceed in court and to a jury trial, and instead submit their disputes to a neutral third person (or arbitrator) for a binding decision. You have the right to opt-out of this Provision (as explained below), which means you would retain your right to litigate your disputes in a court, either before a judge or jury.

Please read this Provision carefully. It provides that all Disputes between you and us shall be resolved by binding arbitration. Arbitration replaces the right to go to court. In the absence of this arbitration agreement, you may otherwise have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including class actions). Except as otherwise provided, entering into this agreement constitutes a waiver of your right to litigate claims and all opportunity to be heard by a judge or jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow this agreement and can award the same damages and relief as a court (including attorneys'/lawyers' fees).

For the purpose of this Provision, "us", "we", "our", "LiveHire", "LiveHire.com" "Humanforce Talent" refer to Humanforce Talent (formerly LiveHire) Ltd of Level 10, 461 Bourke Street,

Melbourne, Victoria, Australia 3000 and its parents, subsidiary, and affiliate companies, and each of their respective officers, directors, employees, and agents. The term “Dispute” means any dispute, claim, or controversy between you and us regarding any aspect of your relationship with us, whether based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Provision (with the exception of the enforceability of the Class Action Waiver clause below).

“Dispute” is to be given the broadest possible meaning that will be enforced, and shall include any claims against other parties relating to services or products provided or billed to you (such as our licensors, suppliers, dealers or third-party vendors) whenever you also assert claims against us in the same proceeding.

WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS PROVISION.

Pre-Arbitration Claim Resolution

For all Disputes, whether pursued in court or arbitration, you must first give us an opportunity to resolve the Dispute. You must commence this process by mailing written notification to us at Humanforce Talent (formerly LiveHire) Ltd, Level 10, 461 Bourke Street, Melbourne, Victoria, Australia 3000 addressed to the attention of the General Counsel. That written notification must include: (a) your name; (b) your address; (c) a written description of your Claim; and (d) a description of the specific relief you seek. If we do not resolve the Dispute within 45 days after we receive your written notification, you may pursue your Dispute in arbitration. You may pursue your Dispute in a court only under the circumstances described below.

Exclusions from Arbitration / Right to Opt-out

Notwithstanding the above, you or we may choose to pursue a Dispute in court and not by arbitration if: (a) the Dispute qualifies, it may be initiated in small claims court; or (b) YOU OPT-OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THIS AGREEMENT (**Opt-Out Deadline**). You may opt out of this Provision by mailing written notification to us at Humanforce Talent (formerly LiveHire) Ltd, Level 10, 461 Bourke Street, Melbourne, Victoria, Australia 3000 addressed to the attention of the General Counsel. Your written notification must include: (1) your name; (2) your address;

and (3) a clear statement that you do not wish to resolve disputes with us through arbitration. Your decision to opt-out of this Arbitration Provision will have no adverse effect on your relationship with us. Any opt-out request received after the Opt-Out Deadline will not be valid and you must pursue your Dispute in arbitration or small claims court.

Arbitration Procedures

If this Provision applies and the Dispute is not resolved as provided in “Pre-Arbitration Claim Resolution” above, either you or we may initiate arbitration proceedings. The American Arbitration Association (**AAA**), www.adr.org, or JAMS, www.jamsadr.com, or the Canadian Arbitration Association (CAA), [www. https://canadianarbitrationassociation.ca/](http://www.https://canadianarbitrationassociation.ca/) (as applicable), will arbitrate all Disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration and shall in no event be commenced as a class arbitration. All issues shall be for the arbitrator to decide, including the scope of this Provision. For arbitration before the AAA, for Disputes of less than \$75,000, the AAA’s Supplementary Procedures for Consumer-Related Disputes will apply. For Disputes involving \$75,000 or more, the AAA’s Commercial Arbitration Rules will apply. In either instance, the AAA’s Optional Rules for Emergency Measures of Protection shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols for Domestic, Commercial Cases will apply. The JAMS rules are available at www.jamsadr.com or by calling 1-800-352-5267. For arbitration before the CAA, the CAA’s Arbitration Rules will apply. Those rules are available at https://canadianarbitrationassociation.ca. This Provision governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action procedures or rules apply to the arbitration. Because the Platform and this Agreement concern interstate commerce, the Federal Arbitration Act (**FAA**) governs the arbitrability of all Disputes in the United States. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

Arbitration Award – The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be final and binding on the parties, except

for any right of appeal provided by the FAA or other applicable law, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Location of Arbitration – If your Address is located in the United States, you or we may initiate arbitration in either Philadelphia or the federal judicial district that includes your billing address. If your Address is located in Canada, then you or we may initiate arbitration in either Vancouver or the city that includes your billing address. In the event that you select the federal judicial district or city that includes your billing address, we may transfer the arbitration to either Philadelphia (if you are in the US) or to Vancouver (if you are in Canada) in the event that we agree to pay any additional fees or costs you incur as a result of the transfer, as determined by the arbitrator.

Payment of Arbitration Fees and Costs – We will pay all arbitration filing fees and arbitrator's costs and expenses upon your written request given prior to the commencement of the arbitration. You are responsible for all additional fees and costs that you incur in the arbitration, including attorneys, lawyers or expert witnesses. Fees and costs may be awarded as provided pursuant to applicable law. In addition to any rights to recover fees and costs under applicable law, if you provide notice and negotiate in good faith with us as provided in "Pre-Arbitration Claim Resolution" above and the arbitrator concludes that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorneys'/lawyers' fees and costs as determined by the arbitrator.

Class Action Waiver

Except as otherwise provided in this Provision, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless both you and we specifically agree to do so following initiation of the arbitration. If you choose to pursue your Dispute in court by opting out of the Arbitration Provision, as specified above, this Class Action Waiver will not apply to you. Neither you, nor any other user of the Platform or Website can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

Jury Waiver

You understand and agree that by entering into this Agreement you and we are each waiving the right to a jury trial or a trial before a judge in a public court. In the absence of

this Provision, you and we might otherwise have had a right or opportunity to bring Disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided below, those rights are waived. Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited or may also be waived.

Severability

If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision, and the remainder of this Provision will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable, and the Dispute will be decided by a court.

Continuation

This Provision shall survive the termination of this Agreement. Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any change to this Provision (other than a change our address for notices), you may reject any such change and require us to adhere to the language in this Provision if a dispute between us arises.

12. General

Language

Where we have provided you with a translation of the English language version of this Agreement and/or any other documentation, you agree that the translation is provided for your convenience only and that the English language versions of this Agreement and any other documentation will govern your relationship with us.

Notices

Each User must provide and maintain a valid Address on the Platform. You consent to the use of: (a) electronic signatures or other electronic means to complete this Agreement and any other agreements to be entered into between you and Humanforce Talent (formerly LiveHire) ; (b) electronic means to deliver any notices and provide any

disclosures pursuant to this Agreement; and (c) electronic records to store information related to this Agreement or your use of the Platform. Notices will be invalid unless made in writing and given: (i) by us, via email to the relevant Address that you provide and maintain on the Platform; (ii) by us, by posting on the Website; or (iii) by you, via email to livehiresupport@humanforce.com. An email will be taken to have been served at the time of sending, unless within 24 hours of it being sent the sender receives a manual or automated response indicating that it was not delivered successfully.

Amendments to the Services or this Agreement

We are constantly changing and improving our Services. From time to time we may modify functionalities or features, and we may suspend or stop a Service altogether. We reserve the right to modify this Agreement and/or any policy set out on our Website applicable to your use of the Platform or the Services (including the Privacy Policy) in our discretion from time to time, including to reflect changes to the law or changes to our Services. Modifications to this Agreement will be notified to you or posted on the Website. It is your duty to stay up to date regularly with changes to this Agreement and our Privacy Policy. You agree that the provision or publication of an updated version of this Agreement (or any relevant part of it) will be sufficient notification of any modification, without the need to specifically identify the modification. Modifications will not apply retroactively and will become effective on the date specified which will be no sooner than 7 days after they are posted or notified (whichever is earlier). If you do not agree to the modified Agreement, you must cancel your Account and terminate this Agreement. By logging into the Platform after we have posted any modifications on the Website or provided a notice to you, you accept and agree to be bound by the Agreement as modified. You can request a superseded version of your Agreement by contacting us at: legal@humanforce.com.

Dates and Timelines

All references to days shall be to calendar days, except as expressly noted otherwise.

No Waiver

The failure or delay of either party to exercise or enforce any right or claim does not constitute a waiver of such right or claim and shall in no way affect that party's right to later enforce or exercise it, unless such party issues an express written waiver, signed by a duly authorized representative of each party.

Assignability

You may not assign this Agreement, or any of your rights or obligations under it, without our prior written consent. We may freely assign this Agreement without your consent.

No Third-Party Beneficiary Rights

Except to the extent that this Agreement purports to confer a right on any Service Provider (which we hold in trust for that Service Provider), this Agreement shall: (a) create rights and obligations only between us and each User; and (b) not create any rights for any other Person. For the avoidance of doubt, no User will be entitled to enforce the terms of this Agreement as they apply between us and another User.

Severability

If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof shall be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability, and shall be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction shall not in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or of any other provision in any jurisdiction.

Applicable law

This Agreement and the rights and obligations of the parties to and under this Agreement shall be governed by and construed under the laws of: (a) the United States and the State of New York as applied to agreements entered into and to be performed in such State without giving effect to conflicts of laws rules or principles, if your Address is in the United States; or (b) Canada and the province of British Columbia as applied to agreements entered into and to be performed in such province without giving effect to conflicts of laws rules or principles, if your Address is in Canada. Except for Disputes subject to arbitration as described above, any disputes arising out of or in connection with this Agreement, including any question regarding its existence, interpretation, validity, performance or termination, or any dispute between the parties arising from the parties' relationship created by this Agreement, shall be heard in: (a) the state and federal courts located in New York City, New York, if your Address is in the United States; or (b) the

provincial and federal courts located in Vancouver, British Columbia, if your Address is in Canada, and the parties hereby consent to exclusive jurisdiction and venue in such courts.

13. Definitions

In this Agreement the following phrases have the following meanings:

Account means the User's account in the Platform.

Address means, in respect of a User, each of the User's email address and postal address (where the User can usually be contacted) registered for that User's Account.

Authorized User means Users authorized by a Client to access the Platform or Solution for internal recruitment, talent pooling and employment related purposes and which may include, in its absolute discretion, its employees, contractors, agents or other personnel, or its related bodies corporate, subsidiaries or affiliates, and their respective personnel, or other third parties, such as recruitment and managed service providers.

Client means Users authorized by a Client to access the Platform or Solution for internal recruitment, talent pooling and employment related purposes and which may include, in its absolute discretion, its employees, contractors, agents or other personnel, or its related bodies corporate, subsidiaries or affiliates, and their respective personnel, or other third parties, such as recruitment and managed service providers.

Connection (also **Talent Community Connection**) means an agreement between a Member and a Client to be connected for potential employment opportunities and related communication. It can arise in a number of ways, for example through a Member choosing to join a Client's Talent Community, applying for a job, or accepting a contact request or invitation sent from a Client.

Employment Contract means any contract between a Member and an employer, whether as an employee, independent contractor or otherwise.

Discrimination Laws means laws relating to civil rights, anti-discrimination and equal opportunity in connection with employment and hiring practices, including but not limited to Title VII of the Civil Rights Act 1964, Age Discrimination in Employment Act of 1967, Civil Service Reform Act of 1978, Americans with Disability Act of 1990 (Title I and V) and the Canadian Human Rights Act 1985.

Diversity Information means information about you, other individuals or a group of individuals, regarding certain demographics, including age or age range, gender, gender identity, sexual orientation, race, ethnicity, disabilities or veteran status.

Employment Contract means any contract between a Member and an employer, whether as an employee, independent contractor or otherwise.

Intellectual Property means any and all intellectual property rights (whether statutory, common law or otherwise), including all rights in inventions, patents, patent applications, utility models, copyright (including future copyright), trademarks, logos and design marks, service marks, trade names, business names, brand names, designs, know how, trade secrets and rights in confidential information, domain names, other names and locators associated with the world wide web, internet addresses, semiconductor or circuit layout rights, and all and any other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for any of the same.

Labor Laws means any applicable laws or regulations, relating to the terms and conditions of employment, including Discrimination Laws, health and safety, anti-child labour, anti-bonded labour, modern slavery or anti-slavery laws.

Laws means any applicable local, state, national or international law or regulation, including without limitation, the Privacy Laws, Labor Laws, Spam and Marketing Laws, Discrimination Laws, all tax laws, export and sanctions laws.

Humanforce Talent (formerly LiveHire) means Humanforce Talent (formerly LiveHire) Ltd.

Humanforce Talent (formerly LiveHire) Affiliates means each of Humanforce Talent (formerly LiveHire) 's subsidiaries or related bodies corporate, including Humanforce Talent (formerly LiveHire) US, Inc.

LVH Group means Humanforce Talent (formerly LiveHire) and each of the Humanforce Talent (formerly LiveHire) Affiliates.

Losses means all claims, legal proceedings, judgements, adjudications, damages, liabilities, losses (including losses of revenue), costs, and expenses (including reasonable attorneys'/lawyers' fees and all related costs and expenses on a solicitor and own client basis).

Member means a User who registers with the Platform as a candidate and uses the Platform and/or the Services primarily to search for, contact or otherwise engage with Clients or other Users for their own purposes.

Minimum Age means 16 years old. However, if applicable law requires that you must be older in order for you to legally enter into this Agreement or for Humanforce Talent (formerly LiveHire) to lawfully give you access to the Platform and to provide the Services to you without parental consent (including using your Personal Information) then the Minimum Age is such older age.

Person means any individual, candidate, company, partnership, joint venture or other legal entity or entities.

Personal Information means information or an opinion about an identified individual, or an individual who is reasonably identifiable: (a) whether the information or opinion is true or not; and (b) whether the information or opinion is recorded in a material form or not.

Platform means the Website(s) and all associated software, apps, files, emails, SMS, pictures, data, hardware, technology, business systems and processes and other resources.

Privacy Law means any law that applies to you and your use of the Platform and relating to the collection, use, disclosure or processing of personal information, including but not limited to, the Spam and Marketing Laws, Canada's Personal Information Protection and Electronic Documents Act, the US Children's Online Privacy Protection Act of 1998, the California Consumer Privacy Act, the New Zealand Privacy Act 2020, Australia's Privacy Act 1988, the UK GDPR or EU GDPR.

Prohibited Content mean any content that we determine:

- is racist, hateful, violent, defamatory, harassing, abusive, threatening, malicious, inflammatory or otherwise objectionable;
- is pornographic, sexually explicit, obscene or excessively profane;
- is unlawful or encourages unlawful conduct;
- is fraudulent, false, misleading or deceptive or likely to mislead or deceive;
- infringes or violates, or encourages the infringement or violation of, any Person's rights, including Intellectual Property, confidentiality, security or privacy rights;
- amounts to commercial advertising of any other website, product or service; or
- contains any link to any website that includes any of the above types of content.

Sanctions List means any list of individuals, entities or countries subject to comprehensive or targeted restrictive measures or embargos under international and domestic sanctions

regimes, and published or administered by the United Nations or UN Security Council, or any responsible agency or department of the UK, US or Canadian governments, or that applies to EU Member States under European Union law.

Service Providers include a range of parties to whom we outsource certain functions of our business for our back-office, IT, professional support services (such as partners, service providers, contractors, suppliers, distributors and agents, including IT and web support contractors, cloud service providers, finance agencies, marketing partners and analysis companies).

Services Services means the services that we provide or make available to the User via or in connection with the Platform.

Spam and Marketing Laws means any law relating to telemarketing, spam, or electronic communications, including without limitation, Australia's Spam Act 2003, the US Telephone Consumer Protection Act of 1991, the US Do-Not-Call Implementation Act of 2003, and Canada's Anti-Spam Legislation.

User means a Person whose name is specified during an online registration process to create an Account on the Platform in the name of that Person, whether that Person then uses the Platform as a Member, or on some other basis; or as an Authorized User on behalf of, a Client or Service Provider, or on some other basis.

Website means the website(s) located at www.humanforce.com, www.humanforce.com.au, our Blog and all other related domains and subdomains.