

Ceemingly – Terms of Use

Effective Date: January 1, 2024

1. Introduction

Ceemingly is an online platform that connects companies, job seekers and employers. Each time you access or use Ceemingly's online services and websites, including but not limited to <http://ceemingly.com>, and any software, mobile or desktop applications, features, programs, products, and offerings provided by or on behalf of Ceemingly on or in connection with such services or websites (collectively, the "Site") we ask that you carefully review these Terms of Use (the "Terms").

SECTION 21 OF THESE TERMS INCLUDES A MANDATORY AGREEMENT TO ARBITRATE, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO YOUR USE OF THE SITE TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT. THIS PROVISION ALSO INCLUDES A CLASS ACTION AND JURY TRIAL WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION, AND WAIVE YOUR RIGHT TO BE HEARD BEFORE A JURY.

These Terms constitute a legally binding agreement between you and Ceemingly. By using the Site, you: (1) acknowledge that you have read and understood these Terms; (2) represent that you are 18 years of age or older and of legal age to enter into a binding agreement or, if you are under 18 years of age, you represent and agree that you possess the legal consent of your parent or guardian to access and use the Site; and (3) accept these Terms and agree that you are legally bound by them. **BY ACCESSING THE SITE, YOU AGREE TO BE LEGALLY BOUND AND TO ABIDE BY THIS TERMS OF USE AGREEMENT. IF YOU DO NOT AGREE TO ANY OF THESE TERMS, DO NOT USE OR ACCESS THE SITE.**

Except where otherwise expressly indicated herein, or where context otherwise requires, the terms "you" and "your" as used in these Terms shall mean both the natural person who accesses or uses the Site and the employer or other entity on whose behalf such natural person creates an account on the Site, if any (such named entity referred to herein as a "Company"). **IF YOU CREATE AN ACCOUNT ON BEHALF OF A COMPANY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL LEGAL AUTHORITY TO AGREE TO THESE TERMS ON SUCH BEHALF OF SUCH COMPANY AND ARE ABLE TO BIND SUCH COMPANY TO THESE TERMS.**

As used in these Terms, (i) the terms "Ceemingly," "we," and "us" refer to Ceemingly, Inc., a Delaware corporation; and (ii) you, Company, and Ceemingly are each a "party" and are collectively referred to herein as the "parties".

These Terms are written in the English language. We do not guarantee the accuracy of any translated versions of these Terms. To the extent any translated versions of these Terms conflict with the English language version, the English language version shall control.

2. Agreement

Your rights to access and use the Site are subject to the provisions of these Terms.

You acknowledge and agree that your use of the Site may be further subject to the terms of additional agreements with Ceemingly and other Ceemingly Site policies which may be posted from time to time,

which are hereby incorporated by reference in these Terms (“Other Agreements”). Your use of this Site is further conditioned upon your continued compliance with such Other Agreement(s). If you should breach or be in default under the terms of any Other Agreement, Ceemingly may deem such breach or default as an event of default by you under these Terms.

3. Use of Site

- a. License. Ceemingly grants you a limited, nonexclusive, nontransferable, revocable license (without the right to sublicense) to make use of the Site, regardless of the medium by which the Site is accessed by you (e.g., via a web or mobile browser). You may view, copy, download, or print materials from the Site for your own personal use only. In this context, “personal use” does not include posting, uploading, or otherwise publishing the materials for any commercial purpose, except with our express written permission. This license does not include any rights not specifically enumerated herein.
- b. Generally. By using the Site, you acknowledge and agree that Ceemingly does not have control over the quality, accuracy, completeness, veracity or legality of User Content (defined herein) provided by third parties, including job-seeking candidates (“Candidates”) and hiring companies or entities (“Employers”). In addition, you acknowledge that we do not have control over the integrity, responsibility or actions of Candidates or Employers.
- c. Use; Registration. Certain portions of the Site, as designated by us, may only be accessed or used by persons or entities who register for an account on the Site and agree to be bound by these Terms. You may browse certain informational areas of the Site without registering for an account or giving your personal information to us. However, in order to access our services and related content on the Site, you must register for an account and, where applicable, pay account fees, and thereafter maintain an active user account and keep all account information, including payment of all applicable account fees, current. You agree and warrant that all information you provide to us through the Site, including but not limited to any contact information or registration information, is truthful, accurate, and up-to-date. Certain users may have the option to register for an account and connect to the Site using a third-party service (i.e. social networking websites). By connecting to the Site using a third-party service you grant us permission to access and use the information provided through that service (as permitted by the applicable service’s policies) and to store your log-in credentials for that service. You further agree that we are not liable for any personal information shared with us by the applicable third-party service in violation of the privacy obligations owed to you by such third-party service.
- d. Account Communications. By creating an account with the Site, you consent to receive communications from us electronically via the email address associated with your account. Although you can opt-out of receiving promotional communications, we reserve the right to email you informational communications about your account or administrative notices regarding the Site, as permitted under the CAN-SPAM Act.
- e. Use by Minors. You must be both legally eligible to work in the jurisdiction where you reside and at least 16 years of age to use or create an account on the Site. Individuals under the age of majority in their respective jurisdiction must use the Site only under the supervision of a parent or legal guardian. If you are a parent or legal guardian of a child under the age of majority in their respective jurisdiction, by allowing your child to use the Site, you are subject to the terms of these Terms of Use and responsible for your child’s activity on the Site. Any use of the Site by persons under 16

years of age and without parental consent will result in immediate termination of their use of the Site.

- f. Privileges Nontransferable. Each user account on this Site is personal to the individual who created it. Accordingly, you may not assign any rights under your account or these Terms. Any such purported assignment, sublicense, or transfer of your account shall be deemed null and void and may cause your account to be suspended or terminated. Except to the extent forbidden in this paragraph, these Terms will be binding upon and inure to the benefit of the parties' respective successors and assigns.
- g. Account Suspension; Termination. Ceemingly expressly reserves the right to terminate or suspend your account if you breach or fail to abide by these Terms, in our sole discretion, without refunding you of any fees paid. Furthermore, notwithstanding any provision of these Terms to the contrary, Ceemingly reserves the right, without notice and in its sole discretion, to terminate your license to access or use certain portions or features of this Site and to block or prevent your future access to, and use of, this Site. The following provisions will survive any termination or suspension of your account: (a) any obligation incurred by you under these Terms before such termination or suspension; and (b) any other provision of these Terms that must survive to fulfill its essential purpose. You agree that we will have no liability to you for any termination or suspension of your access to the Site or your account, or the deletion of information contained within such account.
- h. Use Restrictions. You agree to comply with all applicable international, federal, state, and local laws, regulations, orders, and rules in your use of the Site ("Governmental Laws"), including but not limited to laws, rules, and regulations relating to anti-discrimination, labor and employment, equal employment opportunity and employment eligibility requirements. You may access and use the Site as made available to you, provided that you comply with, and do not violate, these Terms and Governmental Laws. You shall not permit any third party to access or use the Site in violation of these Terms or any Governmental Laws.
- i. Prohibited Conduct and Activities. Except as expressly provided in these Terms, and without altering the scope of the license granted to you, you are hereby prohibited from: (a) modifying, adapting, translating, copying, reproducing, imitating, distributing, publishing, or reselling the Site or any of the content on the Site; (b) bypassing any technical measures used to prevent or restrict access to any portion of the Site; (c) reverse engineering, decompiling, disassembling, or otherwise obtaining the source code of the Site, except as interpreted and displayed in a web browser; (d) using or attempting to use any data mining, robot, spider, or similar automated or manual data gathering and extraction tools to access the Site's listings or content; (e) circumventing or attempting to circumvent the security of the Site; (f) interfering or attempting to interfere with the proper working of the Site or otherwise engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm Ceemingly or users of the Site or expose them to liability; (g) altering or modifying, or attempting to alter or modify any part of the Site; (h) attempting to gain unauthorized access to any portion of the Site or any systems or networks connected to the Site through hacking, cracking, mining, phishing, or any other means; (i) accessing or attempting to access password protected, secure, or non-public areas of the Site, except as authorized by Ceemingly; (j) taking any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or any systems or networks connected to the Site; (k) using reports, content, electronic documentation, or other materials available on the Site to feed any downstream product, application, or website; (l) engaging in any activity that markets another business or attracts Ceemingly users to a third party; (m) making commercial use of the Site or any of its content; (n) using the Site to stalk, harass, bully, or harm another person; (o) collecting or harvesting any personally identifiable information, as defined in

applicable data privacy laws, from the Site, except as expressly permitted by certain features of the Site; or (p) engaging in or promoting illegal activities.

- j. Modifications to Offerings. We may, without prior notice, change any aspect of the Site or associated services (the “Services”); stop providing the Site or Services, or features of the Site or Services; or create usage limits for the Site or Services (for paid services).

4. Account Security

You are responsible for maintaining the confidentiality of your account password and restricting access to your account. You agree not to disclose your password to anyone else. You are responsible and liable for any use of the Site through your account, whether authorized or unauthorized. You shall immediately notify Ceemingly of any unauthorized use or any other breach of security you know about relating to your account. Ceemingly shall have no liability for any loss or damage arising from your failure to comply with these requirements.

5. Confidential Information

In the course of providing services via this Site, Ceemingly may deliver to you content, materials, and other information that is confidential or proprietary to Ceemingly or its licensors or which constitutes a “trade secret” of Ceemingly or its licensors (“Confidential Information”). You agree that you will protect such Confidential Information from unauthorized disclosure and will use the same degree of care that you use to protect your own confidential information, but in no event less than a reasonable amount of care. You further agree that you will not publish, disseminate, or otherwise disclose such Confidential Information to any third party, and that you will not use Confidential Information to compete with Ceemingly or in any way detrimental to Ceemingly. This Section 5 is intended to survive any suspension or termination of your Site account.

6. Intellectual Property

- a. Unless otherwise indicated, this Site and all content and other materials therein, including, without limitation, all designs, text, graphics, pictures, information, data, software, sound files, video files (including audiovisual files), and the selection and arrangement thereof (collectively, “Site Materials”) are the proprietary property of Ceemingly or its licensors and are protected by U.S. and international copyright laws. You agree that you will not take any actions inconsistent with Ceemingly’s ownership of the Site and content.
- b. The trademarks, logos, and service marks displayed on the Site are owned by Ceemingly and other third parties, and the Site’s trade dress is owned by Ceemingly. All trademarks not owned by Ceemingly are the property of their respective owners, and, where used by Ceemingly, are used with permission. Nothing contained on the Site may be construed as granting, by implication, estoppel, or otherwise, any right or license to use any trademark. Ceemingly’s trademarks and/or trade dress may not be copied, imitated, or used, in whole or in part (including use in metatags or in hidden text), without our prior written permission. You agree that you will not take any actions inconsistent with Ceemingly’s ownership of, or any third party’s ownership of, the trademarks and trade dress used on the Site.
- c. Except as we may expressly authorize, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from the materials on the Site, including any copyrighted or trademarked content. You may only use the materials and content on the Site as expressly permitted in these Terms and for no

other purpose. Any unauthorized use of any content or materials on the Site is strictly prohibited and may violate copyright and trademark laws, and/or the laws of privacy, publicity, and/or communications regulations and statutes.

7. Digital Millennium Copyright Act (“DMCA”) Notice

If you believe any content or material on this Site infringes a copyright you own or control, you may notify our copyright agent, as set forth in the Digital Millennium Copyright Act of 1998 (DMCA).

For your complaint to be valid under the DCMA, you must provide the following information when providing notice of the claimed copyright infringement: (1) a physical or electronic signature of a person authorized to act on behalf of the copyright owner; (2) identification of the copyrighted work or other intellectual property that you claim to have been infringed; (3) identification of the material that you claim is infringing as well as information reasonably sufficient to permit Ceemingly to locate the material on the Site; (4) your address, telephone number, and e-mail address; (5) a statement by you that you as the complaining party have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (6) a statement, made under penalty of perjury, that the information in the notification is accurate, and that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. The above information must be submitted as a written notification to the following Designated Agent:

CEEMINGLY, LLC
Attn: Copyright Agent
Email: support@ceemingly.com

For further details on the information required for valid DMCA notifications, please see 17 U.S.C. § 512(c)(3).

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT IN YOUR NOTIFICATION THAT THE MATERIAL OR ACTIVITY IS INFRINGING, YOU WILL BE LIABLE FOR ANY DAMAGES, INCLUDING COSTS AND ATTORNEYS’ FEES, INCURRED BY US, BY ANY COPYRIGHT OWNER, BY ANY COPYRIGHT OWNER’S LICENSEE, OR BY THE ALLEGED INFRINGER AS A RESULT OF OUR RELYING UPON YOUR MISREPRESENTATION. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.

In accordance with the DMCA and other applicable law, Ceemingly has also adopted a policy of terminating, in appropriate circumstances and in our sole discretion, Site accounts who are deemed to be repeat infringers. Ceemingly may also, in its sole discretion, limit access to this Site and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is repeated infringement.

8. Content Policy

- a. From time to time, we may make available on the Site certain services, features, or sections that allow users to post or upload materials to the Site, such as job advertisements, screening questions, company information, applications, resumes, reviews, information, video, audio, messages, and other materials. Any data that a user or other party submits, posts, publishes, displays, or makes available through the Site or otherwise provides to Ceemingly is referred to herein as “User Content.” If you submit User Content, you must not submit any User Content that does not comply with these Terms or applicable law.

- b. You understand that all information, communications, data, text, software, music, sound, photographs, graphics, videos, messages, or other User Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from which such User Content originated. Therefore, you, and not Ceemingly, are solely responsible for all User Content that you upload, post, email, transmit, or otherwise make available through the Site or any related services.
- c. By providing User Content to or through the Site, you represent and warrant that you have obtained signed, written permission to post such material from the owners of all rights in such material or that you are the sole owner of such material, that use of any User Content you provide does not violate the intellectual property or any other rights of any third parties, and that use of User Content you provide will not cause injury to any person or entity. You agree to respect the copyrights of other users of this Site and agree not to reproduce, distribute, publicly display, or prepare derivative works based on any material posted at this Site without first obtaining the express permission of the copyright owner to do so.
- d. Without limiting the foregoing, you represent and warrant that you will not: (a) provide any User Content that is unlawful (according to local, state, federal or international law) or any User Content that advocates illegal activity; (b) provide any User Content that is defamatory, false, or libelous, or that contains unlawful, harmful, threatening, harassing, discriminatory, abusive, profane, pornographic or obscene material; (c) provide any User Content that you do not have a right to provide under law or under a contractual or fiduciary relationship; (d) provide any User Content that violates the intellectual property rights of others; (e) provide any User Content that contains software viruses or other harmful devices; (f) provide any User Content that impersonates any other person or entity or forges headers or otherwise manipulates identifiers in order to disguise the origin of any User Content you provide; (g) provide any User Content that involves the transmission of junk or unsolicited mail or other phishing or scamming communications; (h) provide any user Content that contains advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or any other commercial communications aside from job postings under these Terms; (i) publish or harvest User Content containing the personal information of others, including but not limited to names, employers, phone numbers, and email addresses, obtained from the Site; or (j) use any user's personal information contained within User Content for your own personal use or for any use beyond the Site's intended purpose.
- e. When you post or submit User Content to the Site, you hereby expressly grant Ceemingly a royalty-free, perpetual, non-exclusive, irrevocable right and license to use, reproduce, adapt, modify, publish, edit, translate, perform, transmit, sell, exploit, sublicense, or otherwise distribute and display User Content and any ideas, concepts, know-how, or techniques contained therein for any reason and in any manner it chooses, alone or as a part of other works, in any form, medium or technology now known or later developed, without restriction and without compensation of any kind to you, and you waive all moral rights in all such User Content. Therefore, we request that you not provide us User Content in which you do not wish to grant us rights.
- f. If you are an Employer, you acknowledge and agree that Ceemingly has no obligation, and may be unable, to remove job postings and other content (including Employer trademarks) once they have been distributed through the Site, listed in search engine results, distributed in job alert emails or other communications to relevant Candidates, or incorporated into fixed media displays and, in each case, the license granted by you to Ceemingly to use such User Content will remain perpetual and irrevocable. To the extent your User Content is a trademark, trade name, service mark or service name protected by law, the foregoing license also extends to use of such User Content by

Ceemingly to identify you as a user of the Site and Ceemingly's Services in any promotional and marketing materials to promote Ceemingly and its Services.

- g. Content and material posted to the Site may be subject to review by Ceemingly; provided, however, that Ceemingly is under no obligation to review any such posts. If any of your User Content (i) violates these Terms or applicable law or (ii) may cause harm to Ceemingly, our users, or any third party, we reserve the right to reject, remove, restrict, or take down some or all of such User Content, in our sole discretion. The provisions of this Section 8 are intended to implement this policy but are not intended to impose a contractual obligation on Ceemingly to undertake, or refrain from undertaking, a particular course of conduct in any specific circumstance.
- h. You agree that Ceemingly has the right to investigate any complaint received and, at any time and for any reason, with or without cause, to reject or remove any material which you post to this Site, with or without your permission, in our sole discretion. By reserving this right, Ceemingly does not undertake any responsibility in fact to remove content posted online, whether or not a complaint has been received. You acknowledge, consent, and agree that Ceemingly may access, preserve, and disclose any inappropriate conduct, your account information, and any Content you submit if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any User Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of Ceemingly, its affiliates, personnel, other users, and the public.
- i. While Ceemingly will do its best to enforce the terms of these Terms, Ceemingly cannot warrant or represent that other Site users will in fact adhere to these Terms and cannot act as insurers or accept any liability for their failure to do so. Therefore, Ceemingly disclaims any and all liability for any User Content emailed, transmitted, posted, or otherwise made available via the Site. The opinions expressed in postings or other User Content on the Site may not represent the views or opinions of Ceemingly or its advertisers, sponsors, affiliated or related entities. We do not represent or guarantee the truthfulness, completeness, accuracy, or reliability of any User Content. Any User Content on the Site is provided "as is." You understand that by using the Site, you may be exposed to User Content and Non-User Content that is inaccurate, deceptive, misleading, offensive, indecent, or objectionable. Under no circumstances will we be liable in any way for any User Content, including, but not limited to, for any errors or omissions in any User Content, or for any loss or damage of any kind incurred as a result of the use of any User Content posted, emailed, transmitted or otherwise made available via the Site. You should be aware that your use of and reliance on User Content is at your own risk.
- j. You understand and agree that Ceemingly does not, and cannot, confirm that each user is who they claim to be. We are not responsible for authenticating users, including Candidates and Employers. It is your responsibility to conduct the appropriate due diligence before communicating or interacting with other users, including Candidates and Employers. Any disputes arising between you and any other user must be resolved directly with the applicable user.
- k. Ceemingly does not obligate itself to maintain this Site, or to maintain it in its present form. You agree and understand that Ceemingly may, in its sole discretion and without any prior notice, delete any files you upload on the Site and any information that you may choose to post through the Site. You should keep a backup copy of any material that you post to this Site.

9. Terms for Candidates

- a. Account Creation. In order to create and maintain an account with Ceemingly, Candidates must: (i) create or upload a resume (“Resume”); (ii) upload a pre-recorded candidate video (“Candidate Video”); and (iii) provide any other information requested by Ceemingly at the time of account creation. Failure to provide the requested materials will result in your inability to create an account with Ceemingly. Upon creation of a user account, Candidates will automatically be added to Ceemingly’s directory of Candidates viewable by Employers and other users of the Site (“Candidate Directory”). Ceemingly reserves the right to display, order, and organize the Candidate Directory using any manner or method it deems appropriate, in its sole discretion.
- b. Candidate Videos. By uploading a Candidate Video to the Site, you are authorizing Ceemingly to make your Candidate Video available to anyone accessing the Site, including Employers, and anyone with access to the URL associated with your Candidate Video. When you upload a Candidate Video through the Site, your Candidate Video is automatically searchable and viewable by all Employers registered with the Site, provided that the Candidate Video is accepted by Ceemingly.

Upon submission, Ceemingly may screen Candidate Videos to ensure they comply with these Terms and other applicable Ceemingly policies, and to prevent any activities that are potentially illegal or otherwise detrimental to other users. In some cases, if we determine that your Candidate Video violates these Terms or any Ceemingly policy or may otherwise be detrimental to Ceemingly or other users, we may reject your Candidate Video in our sole discretion. However, Ceemingly has no obligation to monitor Candidate Videos.

Candidates must maintain at least one Candidate Video in their user account at all times in order to remain listed in the Candidate Directory; however, Candidates are able to maintain up to three Candidate Videos in their user account at any time. Each Candidate Video uploaded to the Site is subject to Ceemingly’s screening process. If at any time a Candidate fails to maintain at least one Candidate Video in the user account, the Candidate will be removed from the Candidate Directory without further notice to the Candidate. If removed pursuant to this Section 9(b), Candidates may be reinstated into the Candidate Directory by submitting a new Candidate Video to the Site, provided that the Candidate Video is accepted by Ceemingly.

- c. Resumes. By creating or uploading a Resume to the Site, you are authorizing Ceemingly to make your Resume available to anyone accessing the Site, including Employers, and anyone with access to the URL associated with your Resume. When you create or upload a Resume through the Site, your Resume is automatically searchable and viewable by all users of the Site. You are responsible for keeping your Resume accurate and current. Applying to jobs or otherwise sharing your Resume with Employers or other users may result in your Resume being copied and published. Resumes can be copied by search engines and other parties accessing the Site and those parties can then make your Resume publicly available elsewhere, outside of the Site. Although Ceemingly requests that Employers maintain the confidentiality of the Resumes and other information they receive through the Site, we cannot and do not guarantee that the information you provide will be held in confidence or properly secured by the subject recipient. We have no control over such third parties and cannot prevent such sharing. If you do not want your Resume to be publicly visible to all other users of the Site, do not upload your Resume. We assume no responsibility for, and disclaim all liability relating to, your Resume or other information you share with Employers or otherwise make public through the Site. Please review our Privacy Policy for more information about how Resume and other Candidate Personal Information is handled.
- d. Job Applications. Any Resume or application information (“Application”) you submit through the Ceemingly Site, including Personal Information contained therein, is subject to these Terms and

Ceemingly's Privacy Policy. You acknowledge and agree that prior to submitting an Application through the Site, you are solely responsible for reviewing and confirming the details, qualifications, and Employer associated with the job you are applying for. You must conduct your own due diligence regarding Employers and job postings that may be of interest to you. Once an Application has been submitted to an Employer, Ceemingly has no control over the Employer's use or disclosure of the information contained within the Application or supporting materials. Any request for the deletion, modification, alteration, or confidentiality of any such information must be made directly with the respective Employer, not Ceemingly. By using the Site to submit an Application to an Employer, you grant us permission to process and share your Application and any supporting materials with the respective Employer, and to store your Application and supporting materials on the Site for as long as you maintain an active account with us, or until deleted by you, whichever comes first. You acknowledge and agree that Ceemingly makes no guarantee that an Application submitted through the Site will be received, accessed, viewed, or responded to by the respective Employer, or that the transmission of such materials will otherwise be error-free, and Ceemingly shall not be liable for any failed, incomplete, or incorrect submissions.

- e. **Job Postings.** Job postings are created and provided by third parties over whom Ceemingly exercises no control; you acknowledge and understand that Ceemingly has no control over the content of job postings, links to or from job postings, or any conditions third parties might impose once a Candidate has submitted an Application or left the Site. If you leave the Site and choose to enter a third-party website, including websites provided by Employers, you accept any terms and conditions imposed by that third-party. Job postings by Employers on the Site may be removed or expire between the time your Application is submitted and the time it is received by the respective Employer, in which case your Application will be void. Ceemingly is not in any way responsible or liable for removed or expired job postings or for delivering Applications prior to the removal or expiration of a job posting. By submitting an Application for a job posting on Ceemingly's Site, you acknowledge and agree that Ceemingly is not responsible for the content of any Employer's job posting, qualifications, requirements, messages, or their format or method of delivery, and that Ceemingly does not guarantee receipt of your Application by any Employer, or your receipt of messages from any Employer. Employers alone are responsible for the qualifications, requirements, questions, and other information requested in connection with job postings. Further, Employers—not Ceemingly—are solely responsible for compliance with all applicable laws, including anti-discrimination laws and any applicable privacy or data protection laws. If an alternate application method or process is required by a Candidate, you must contact the Employer directly as Ceemingly has no control over Employers' application processes. If you have questions or concerns about an Employer's application materials, please contact the Employer directly or refer to their privacy policy. We do not guarantee the identity of an Employer or any individuals working for any Employers as presented on the Site. Ceemingly does not guarantee the accuracy or validity of any job offer. It is the responsibility of the Candidate to verify the accuracy and/or validity of any job offer before taking an adverse action regarding their current employment situation. **Candidates are solely responsible for verifying the accuracy and/or validity of any Employer or job offer.**
- f. **Video Communications.** In connection with your use of the Site and Ceemingly's Services, you may have the opportunity to participate in virtual, live, remote, and/or pre-recorded video communications, including Candidate Videos, with Employers through the Site ("Video Communications"). You acknowledge and agree that Ceemingly is not a telecommunications service provider and, thus, the provision of Video Communications services is partially dependent upon third-party service providers not under Ceemingly's direct control. As such, Video Communications may be impacted by technical malfunctions or delays experienced by third-party service providers. Ceemingly cannot guarantee that your Video Communications will be without disruption, and cannot guarantee the quality of audio/visual content, or data security, of such Video

Communications. We are not in any way liable for claims arising out of your use of Video Communications features or functionalities offered through the Site and you hereby release Ceemingly from any such claims.

- g. Recording of Video Communications. From time to time, Ceemingly may offer certain Services which allow for the recording of live Video Communications by Employers and/or the ability to submit pre-recorded Video Communications to Employers. When such recording is enabled at the option of the respective Employer, you agree to respect any notification indicating that recording of the respective Video Communications is enabled. If you do not agree to be recorded, you must not participate in the creation and/or submission of pre-recorded Video Communications or you must immediately leave the live Video Communications setting. By using live or pre-recorded Video Communications, you agree that your Video Communications may be recorded and that Ceemingly and third party providers can store, access and analyze the recording. Further, you agree that an Employer that receives pre-recorded Video Communications or enables any available recording function, can access, store, use, analyze, and share the recording, and that this activity is outside of Ceemingly's control. YOU AGREE THAT CEEMINGLY IS NOT LIABLE FOR ANY CLAIMS ARISING OUT OF THE RECORDING OF VIDEO COMMUNICATIONS, AND YOU RELEASE CEEMINGLY FROM ANY SUCH CLAIMS.

YOU UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THERE IS NO PROTECTION FOR ANY INFORMATION YOU SHARE OR DATA THAT YOU TRANSMIT WHILE PARTICIPATING IN VIDEO COMMUNICATIONS INCLUDING, BUT NOT LIMITED TO, AUDIO/VISUAL CONTENT, INTERVIEW QUESTIONS AND ANSWERS, OR YOUR IMAGE OR LIKENESS. YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CEEMINGLY IS NOT RESPONSIBLE FOR SECURING OR PROTECTING ANY DATA OR INFORMATION THAT YOU SHARE OR TRANSMIT DURING YOUR USE OF VIDEO COMMUNICATIONS. CEEMINGLY ASSUMES NO LIABILITY FOR THE MISUSE OF ANY DATA YOU SHARE OR TRANSMIT THROUGH USE OF VIDEO COMMUNICATIONS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT CEEMINGLY DOES NOT ASSUME ANY RESPONSIBILITY FOR AVAILABILITY OR RETENTION OF ANY RECORDINGS OF VIDEO COMMUNICATIONS. YOU UNDERSTAND AND AGREE THAT YOU ACCESS AND USE VIDEO COMMUNICATIONS AT YOUR OWN DISCRETION AND RISK AND THAT CEEMINGLY DISCLAIMS ALL LIABILITY ARISING OUT OF YOUR USE OF VIDEO COMMUNICATIONS.

- h. No Expectation of Privacy. Notwithstanding anything to the contrary herein, you acknowledge and agree that any information, including Personal Information, that you provide through the Site, including but not limited to information contained within Resumes, Candidate Videos, Applications, Video Communications, User Content, user profiles, user accounts, messages, or any other materials is inherently not private. If you choose to provide any information through the Site, regardless of the means of transmission or communication, you are agreeing that such information is not private and may be made publicly available both on and off the Site. Ceemingly has no control over, and is in no way responsible nor liable for, any actions taken or decisions made by users of the Site, including Candidates and Employers.

10. Terms for Employers

- a. Use of the Site. Employers may use the Site and Ceemingly's Services to view Resumes, Candidate Videos, and profiles, post job postings for open positions, search for prospective Candidates, and/or connect directly with Candidates through certain features and functions available through the Site.
- b. Job Posting Content Requirements With respect to all job postings that you submit, post, distribute, provide, or otherwise make available through the Site, whether on your own behalf or on behalf of a third party, you agree not to post or promote any job postings that: (i) contain inaccurate, false, or misleading information; (ii) sell, promote or advertise products or services; (iii) advertise job openings located in countries subject to economic sanctions of the United States government, except where permitted by applicable law; (iv) require the Candidate to provide Sensitive Personal Information, as that term is defined in applicable data privacy laws; (v) contain content or links to content that exploit people in a sexual, violent or other manner, or solicit Personal Information from anyone under the age of 16; (vi) include any qualifications where such qualifications are not a reasonable or legitimate occupational requirement for the role; (vii) involve any franchise, pyramid scheme, membership, or multi-level marketing opportunity or require recruitment of other sub-parties; (viii) require Candidates to pay to apply, pay for training, pay for training materials, or pay for samples; (ix) contain content that violates applicable law; (x) require citizenship or lawful permanent residence in a country, unless required in order to comply with law, regulation, or a federal, state or local government contract; (xi) do not otherwise comply with the User Content requirements set forth in these Terms; or (xii) do not comply with applicable local, national and international laws and regulations including, but not limited to, those relating to labor and employment and anti-discrimination.
- c. Job Posting Representations and Warranties. By submitting, posting, distributing, providing, or otherwise making available through the Site any job posting, whether on your own behalf or on behalf of a third party, you hereby represent and warrant that: (i) you have all rights, permissions, and consent necessary to publish and use Ceemingly's job posting Services available through the Site; (ii) the use, reproduction, distribution, and/or transmission of any job posting by Ceemingly or other users of the Site will not violate the intellectual property rights or other proprietary rights of any third party; (iii) the content of the job posting is truthful and accurate, is not misleading or fraudulent, contains all applicable mandatory disclosures, and will comply with all applicable laws, standards, and regulations, including but not limited to those related to advertising, accessibility, employment, and privacy; and (iv) the job posting is in compliance with these Terms and any then-current policies imposed by Ceemingly. Employers are solely responsible for: (i) interviewing Candidates; (ii) scheduling or soliciting interviews (either live or pre-recorded); (iii) performing background and reference checks on and/or verifying information provided by a Candidate; (iv) selecting appropriate Candidates; (v) dealing fairly and professionally, in compliance with applicable law, with Candidates contacting you through the Site; (vi) ensuring your job listings and associated qualifications, questions, and selection criteria are job-related, free from disability-related or medical inquiries in violation of applicable law, and refrain from screening out individuals with disabilities or members of any protected category under the law; (vii) offering, where required, alternative methods of screening and clearly communicating the availability of reasonable accommodations, engaging with and responding to any requests for accommodation, and providing information about how to request an accommodation to Candidates, as applicable.
- d. Distribution of Job Postings. While Ceemingly endeavors to provide the Site and its Services as described in these Terms, you acknowledge and agree that Ceemingly is under no obligation to accept, publish, or distribute any job posting submitted by an Employer. Ceemingly reserves the right—but has no obligation—to reject, or require further review of, any proposed job posting in order to, for example, prevent fraud and abuse, verify job posting or Employer information, improve the Site or Services, or for any other reason in its sole discretion. By submitting a job

posting, you grant us permission to distribute that job posting through the Site and otherwise in connection with the Services. Ceemingly makes no guarantees relating to the number or quality of responses to any job posting, including but not limited to views, interactions, received Applications, or that Candidates who submit Applications to a job posting will be qualified or otherwise suitable for the position described therein.

- e. Submitted Materials and Video Communications. In connection with your use of the Site and Ceemingly's Services, you may have the opportunity to invite Candidates to participate in virtual, live, and/or remote Video Communications, and/or to solicit pre-recorded Candidate Videos or other Video Communications from Candidates through the Site. You may also solicit and/or receive other materials from Candidates, including resumes, applications, and messages through the Site. When you view, send, take action on, make a decision regarding, store, or receive materials through the Site, Ceemingly may, for any purpose, use any data of such materials for data analysis, quality control, or to refine the Site or any other Ceemingly product or service, whether via automated means or otherwise. You acknowledge and agree that you will not record, store, or analyze Video Communications or Candidate Videos without permission from Candidates and all participants. By recording a Video Communication or Candidate Video, you represent and warrant to Ceemingly that you have secured all necessary consent and will comply with all applicable laws, including state and federal law regarding consent to record interviews and other communications. **YOU FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD CEEMINGLY HARMLESS FROM ANY ALLEGATIONS, CLAIMS, ACTIONS, SUITS, DEMANDS, DAMAGES, LIABILITIES, OBLIGATIONS, LOSSES, SETTLEMENTS, JUDGMENTS, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COSTS) THAT ARISE FROM THE RECORDING OF VIDEO COMMUNICATIONS AND/OR CANDIDATE VIDEOS.**
- f. Communicating on the Platform. In connection with your use of the Site and Ceemingly's Services, you may receive messages, emails, chats, and/or other communications from Ceemingly, Candidates, or other users. In all cases, such messages or notifications are provided solely as a courtesy, and you should not rely on them. For example, if you wish to interview a Candidate, it is your responsibility to follow up with the Candidate separately to ensure they know about the interview, do not rely on notifications through Ceemingly. Ceemingly disclaims all warranties with regard to the transmission or storage of such courtesy notices, does not guarantee their delivery or receipt, and does not guarantee the date or time at which they may be sent. In the event a message being sent is intended for a closed account, these messages will not be deliverable. Once a Candidate has your contact information, you agree that Ceemingly is not responsible or liable for the manner in which they may use the information. Sending messages to Candidates on or through the Site shall be limited to the purpose of hiring for your job posting. If you, or anyone on your behalf, send or receive communication on or through the Site (including by sending or receiving text messages, sending or receiving communication to/from an email address aliased by Ceemingly and/or by using a different email address from the one associated with your account), you agree to the communication being processed, analyzed, reviewed, and stored, including via automated means, for data analysis, quality control, enforcement of the Sites' rules and other Ceemingly policies, content moderation, and to improve the Site or any other Ceemingly product or service. If you disagree with any part of these Terms, do not use the Site.
- g. Consent from Candidates. Ceemingly provides the Site and Services on an as-is basis. Ceemingly does not, and has no obligation to, collect consent from Candidates or other users on behalf of any Employer or other user of the Site or Services, including but not limited to consent related to background checks, credit checks, or any other screening or evaluation actions that may be taken by an Employer. Employers are solely responsible for obtaining all necessary permissions,

approvals, and consents from, and providing all required notices to, Candidates prior to taking any action on or off the Site.

11. Assumption of Risk

YOU EXPRESSLY AGREE THAT YOUR ACCESS AND/OR USE OF THIS SITE IS AT YOUR SOLE RISK. Although Ceemingly may provide recommendations, you acknowledge that you have independently selected the benefits, opportunities, products and services you accept based on your own due diligence. You are solely responsible for your interactions with other users of the Ceemingly Site and Services. We reserve the right, but have no obligation, to monitor disputes between you and other users. Ceemingly shall have no liability for your interactions with other users, or for any user's action or inaction. Ceemingly shall have no obligation to you to enforce these Terms against any other user of the Site or Services.

12. DISCLAIMER OF WARRANTIES

- a. ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY CEEMINGLY AND ITS AFFILIATES. THIS SITE IS MADE AVAILABLE TO YOU "AS IS," WITHOUT ANY WARRANTIES WHATSOEVER ABOUT THE NATURE, CONTENT OR ACCURACY (EITHER WHEN POSTED OR AS A RESULT OF THE PASSAGE OF TIME) OF ANY MATERIAL AT THE SITE, AND WITHOUT ANY REPRESENTATIONS OR GUARANTEES. INFORMATION ACCESSIBLE THROUGH THE SITE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND FOR YOUR CONVENIENCE. YOUR USE OF AND RELIANCE ON THE SITE AND ANY CONTENT AVAILABLE IS AT YOUR OWN RISK. TO THE EXTENT THAT YOU MIGHT OTHERWISE BELIEVE THAT ANY WARRANTIES, GUARANTEES OR REPRESENTATIONS HAVE BEEN MADE TO YOU, YOU HEREBY AGREE THAT SUCH STATEMENTS, WHETHER MADE ORALLY OR IN WRITING, ARE TO BE CONSTRUED AS MERELY NONBINDING EXPRESSIONS OF POLICY RATHER THAN AFFIRMATIVE REPRESENTATIONS, OBLIGATIONS, GUARANTEES OR WARRANTIES. IN THE EVENT OF ANY CONFLICT BETWEEN THIS SECTION 12 AND OTHER TERMS OR PROVISIONS OF THESE TERMS, THIS SECTION 12 SHALL BE CONSTRUED TO TAKE PRECEDENCE.**
- b. YOU ACKNOWLEDGE THAT CEEMINGLY IS NOT AN OWNER, OPERATER, OR MANAGER OF ANY OF THE COMPANIES, EMPLOYERS, COLLEGES OR UNIVERSITIES OR OTHER CUSTOMERS ON THIS SITE AND THAT CEEMINGLY DOES NOT MAKE AND IS NOT AUTHORIZED TO MAKE ANY WARRANTY WITH RESPECT TO ANY SERVICES, PRODUCTS, OR OPPORTUNITIES OFFERED OR REQUESTED ON THIS SITE. CEEMINGLY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY CONTENT MADE AVAILABLE ON THIS WEBSITE. CEEMINGLY DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THIS SITE WILL BE SECURE, TIMELY, UNINTERRUPTED, OR ERROR-FREE, (B) THE PRODUCTS OR SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY CONTENT, MATERIALS, DATA, OR INFORMATION OBTAINED BY YOU THROUGH**

CEEMINGLY OR THE SITE WILL BE ACCURATE OR RELIABLE OR ERROR-FREE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, CONTENT, OR OTHER BENEFITS OR OPPORTUNITIES OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) OUR SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

- c. THE SITE IS CONTROLLED, OPERATED, AND ADMINISTERED BY CEEMINGLY FROM ITS OFFICES WITHIN THE UNITED STATES. CEEMINGLY MAKES NO WARRANTY OR REPRESENTATION THAT MATERIAL AVAILABLE THROUGH THE SITE IS LEGAL, APPROPRIATE, OR AVAILABLE FOR USE OUTSIDE THE UNITED STATES. IF YOU ACCESS THE SITE FROM A LOCATION OUTSIDE THE UNITED STATES, YOU ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS AND CEEMINGLY ACCEPTS NO RESPONSIBILITY FOR SUCH ACCESS. ANY OFFER FOR ANY SERVICE OR PRODUCT MADE IS VOID WHERE PROHIBITED.**

13. Indemnification

You agree to indemnify, defend, and hold harmless Ceemingly and its employees, subsidiaries, affiliates, agents, representatives, distributors, and licensors, from and against any claim, judgment, demand, damages, cost, expenses, and liabilities, including reasonable attorneys' fees, which may arise from or be related to: (a) your use of the Site; (b) User Content you post or submit to the Site; or (c) your breach of any provision of these Terms or any warranty provided hereunder. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

You agree that if you are dissatisfied with the Site or any services offered in connection with the Site, do not agree with any part of these Terms, or have any other dispute or claim with or against Ceemingly with respect to these Terms or the Site, your sole and exclusive remedy is to discontinue using the Site.

14. LIMITATION OF LIABILITY

NEITHER CEEMINGLY NOR ANY OF CEEMINGLY'S EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS, REPRESENTATIVES, DISTRIBUTORS, OR LICENSORS WILL BE LIABLE FOR ANY DAMAGES OF ANY KIND, UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY OR OTHERWISE), ARISING FROM OR OTHERWISE RELATED TO YOUR USE OF, OR INABILITY TO USE, THE SITE OR THE ASSOCIATED SERVICES, INCLUDING BUT NOT LIMITED TO: (1) PROPERTY DAMAGE, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, LOST DATA ,OR LOST PROFIT; (2) ATTORNEYS' FEES; OR (3) ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF CEEMINGLY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE FOREGOING, CEEMINGLY WILL NOT BE LIABLE FOR ANY DAMAGE TO YOUR COMPUTER, TELECOMMUNICATION EQUIPMENT, OR OTHER PROPERTY CAUSED BY OR ARISING FROM YOUR ACCESSING OR USE OF, OR INABILITY TO USE, THE SITE, OR FROM YOUR DOWNLOADING OF ANY CONTENT OR MATERIALS FROM THE SITE, OR FOR ANY DAMAGES ARISING OUT OF A THIRD

PARTY'S UNAUTHORIZED ACCESS TO AND USE OF YOUR PERSONAL INFORMATION STORED ON CEEMINGLY'S COMPUTERS AND/OR SERVERS. CEEMINGLY WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND THAT YOU ALLEGE ARISE OUT OF OR ARE RELATED TO: (I) YOUR USE OF CEEMINGLY'S SITE OR THE ASSOCIATED SERVICES, (II) CONTENT MADE AVAILABLE THROUGH THE SITE OR ASSOCIATED SERVICES (WHETHER SUBMITTED BY A USER OR CEEMINGLY, INCLUDING YOUR USE OF SUCH CONTENT), OR (III) REMOVAL OR UNAVAILABILITY OF ANY CONTENT ON THE SITE OR ASSOCIATED SERVICES.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CEEMINGLY, OR ITS PARENT, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS, REPRESENTATIVES, DISTRIBUTORS, OR LICENSORS—WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY, OR OTHER THEORY—ARISING OUT OF OR RELATING TO THE USE OF THE SITE, SERVICES, OR ASSOCIATED CONTENT EXCEED THE TOTAL AMOUNT YOU PAID TO CEEMINGLY TO ACCESS THE SITE OR SERVICES WITHIN THE PRECEDING THREE (3) MONTHS.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATION MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

15. Correction of Errors; Limitations on Services

- a. You acknowledge and agree that much of the content on the Site, including User Content, is provided by third parties, and not by Ceemingly. We encourage our users to provide accurate information on this Site; however, the information on the Site may contain typographical errors or inaccuracies, and may not be complete or current. Ceemingly therefore reserves the right to correct any errors, inaccuracies, or omissions, and to change or update information at any time without prior notice. Please note that such errors, inaccuracies, or omissions may relate to job listings, candidate profiles, service descriptions, pricing, and availability. Ceemingly also reserves the right to limit the scope of its services (including after you have submitted your request). Ceemingly apologizes for any inconvenience this may cause you.
- b. Use of this Site may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Ceemingly is not responsible for any delays, delivery failures, or other damage resulting from such problems.

16. Third Party Site Materials; Links

We may provide third-party content on this Site and links to web pages and content of third parties (collectively, "Third-Party Site Materials") as a service to those interested in this information. We do not control, endorse, or adopt any Third-Party Site Materials and can make no guarantee as to its accuracy or completeness. You acknowledge and agree that Ceemingly is not responsible or liable in any manner for any Third-Party Site Materials and undertakes no responsibility to update or review such Third-Party Site Materials. You agree to use such Third-Party Site Materials contained therein at your own risk.

This Site may also contain links to third-party websites. These links are provided for convenience purposes only. We make no claim or representation regarding, and accept no responsibility for, the quality, content, nature, or reliability of embedded content, third-party websites accessible via hyperlink, or websites linking

to this Site. Such websites are not under the control of Ceemingly, and Ceemingly is not responsible for any embedded content or the content of any linked website or any link contained in a linked website. Ceemingly makes no warranties, either expressed or implied, concerning the content of such websites, including the operations, programming, and conduct of transactions over such websites. Ceemingly does not warrant that such websites or content are free from copyright or other infringement or that such websites or content are devoid of viruses. We may provide these links as a convenience to you, but the inclusion of any link does not imply affiliation, endorsement, or adoption by Ceemingly of any website, website owner, or any information contained therein.

When you visit other sites via links or embedded content, you should understand that Ceemingly terms and policies do not govern those sites and that the terms and policies of those third-party sites will apply. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from this Site. Ceemingly disclaims all liability of any kind whatsoever arising out of your use of, or inability to use, such third-party websites, the use of your information by such third parties, and the security of information you provide to such third parties.

17. Advertisements and Promotions; Third-Party Products and Services

Ceemingly may display advertisements and promotions from third parties on this Site or may otherwise provide information about or links to third-party products or services. Your business dealings or correspondence with, or participation in opportunities or promotions of, such third parties, and any terms, conditions, warranties, or representations associated with such dealings or promotions, are solely between you and such third party. Ceemingly is not responsible or liable for any loss or damage of any sort incurred as the result of your dealings or promotions or as the result of the presence of such advertisers or third-party information on this Site.

18. Linking to the Site

You are granted a limited, non-exclusive right to create text hyperlinks to this Site for noncommercial purposes, provided such links do not portray Ceemingly or its owners, directors, employees, or agents in a false, misleading, derogatory, or otherwise defamatory manner and provided further that the linking site does not contain any obscene, pornographic, sexually explicit, or illegal material or any material that is offensive, harassing, or otherwise objectionable. This limited right may be revoked at any time. In addition, you may not use Ceemingly's logo or other proprietary graphics to link to this Site without our express written permission. Further, you may not use, frame, or utilize framing techniques to enclose any Ceemingly trademark, service mark, logo, or other proprietary information, including the images found at this Site, the content of any text, or the layout/design of any page or form contained on a page on this Site without Ceemingly's express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or proprietary right of Ceemingly or any third party.

19. Submission of Ideas

You can submit questions, comments, feedback, suggestions, ideas, plans, notes, drawings, original or creative materials, or other information about this Site and the services we offer (collectively, "Ideas"). You acknowledge and agree that any Ideas you provide to Ceemingly are entirely voluntary, non-confidential, gratuitous, and non-committal. Ceemingly shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of Ideas for any purpose, commercial or otherwise, without acknowledgment or compensation to you. Do not send us Ideas if you expect to be paid or want to continue to own or claim rights in them.

21. Dispute Resolution

- a. Escalation and Mediation. In the event of a dispute, claim, question or disagreement arising out of or relating in any way to use of the Site or these Terms, including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of these Terms, the parties agree to negotiate in good faith for a period of thirty (30) days in order to resolve the dispute. If the parties are unable to resolve such dispute within thirty (30) days of the initial direct discussion, they shall attend at least one mediation session in New Castle County, Delaware with a mediator that they agree on, with the parties sharing equally the costs of mediation. Any party may initiate such mediation by giving the other party(ies) a written notice of mediation. This notice shall bear a current date and shall briefly describe the matter(s) to be mediated. The parties shall commence the mediation as promptly as reasonably possible after reaching agreement on the identity of the mediator and the site of the mediation. Each party to the mediation shall bear its own mediation expenses.

b. **BINDING ARBITRATION.**

- i. **IN THE EVENT THAT ANY SUCH DISPUTE, CLAIM, QUESTION OR DISAGREEMENT WAS UNABLE TO BE RESOLVED BY MEDIATION, SUCH DISPUTE SHALL BE SETTLED BY MANDATORY, BINDING ARBITRATION BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) IN ACCORDANCE WITH ITS CONSUMER ARBITRATION RULES. THE COMPLAINING PARTY SHALL NOTIFY THE OTHER PARTY IN WRITING WITH A DEMAND FOR ARBITRATION, BUT IN NO EVENT SHALL THE DEMAND BE MADE AFTER ONE (1) YEAR FROM WHEN THE AGGRIEVED PARTY KNEW OR SHOULD HAVE KNOWN OF THE CONTROVERSY, CLAIM, DISPUTE, OR BREACH; AND IN NO EVENT SHALL THE DEMAND BE MADE UNTIL 30 DAYS HAVE ELAPSED SINCE THE FIRST MEDIATION CONFERENCE AS PROVIDED IN SUBSECTION 21(a). THE NOTICE SHALL BEAR A CURRENT DATE AND SHALL BRIEFLY STATE THE MATTER(S) TO BE ARBITRATED. THE PARTIES SHALL COMMENCE ANY ARBITRATION AS PROMPTLY AS REASONABLY POSSIBLE AFTER THE OTHER PARTY HAS RECEIVED NOTICE OF ARBITRATION. THE NUMBER OF ARBITRATORS SHALL BE ONE. THE PLACE OF ARBITRATION SHALL BE IN NEW CASTLE COUNTY, DELAWARE. DELAWARE LAW SHALL APPLY (WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES). ARBITRABLE MATTERS SHALL INCLUDE MATTERS CONCERNING THE SCOPE, CONSTRUCTION AND ENFORCEMENT OF THIS SECTION 21. ARBITRATION SHALL BE CONDUCTED IN THE ENGLISH LANGUAGE. NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS, EITHER PARTY MAY BRING SUIT IN A COURT OF COMPETENT JURISDICTION: (A) TO PETITION A COURT FOR EMERGENCY INJUNCTIVE RELIEF WITH RESPECT TO A MATTER ARISING UNDER OR RELATING TO THESE TERMS, INCLUDING WITHOUT LIMITATION A PROCEEDING TO COMPEL ARBITRATION; OR (B) TO OBTAIN JUDICIAL ENFORCEMENT OF AN ORDER GRANTED BY AN ARBITRATOR UNDER THIS SECTION. THE ARBITRATOR SHALL SET FORTH HIS OR HER AWARD IN WRITING AND SHALL INCLUDE THE FACTS AND REASONING UPON WHICH THE AWARD IS BASED.**

- ii. Except as otherwise provided in this Section 21(b), the parties shall share equally the cost of arbitration, and each party shall bear its own expenses, including attorneys' fees, in any arbitration under this section. If an arbitrator determines that a party has initiated an arbitration under this section without a reasonable basis for doing so or that any claim, argument or other action of a party in the arbitration is unreasonable, the arbitrator shall to that extent assess against that party the expenses incurred by the other party in connection with the arbitration, including reasonable attorneys' fees and fees payable to the arbitrator. The parties shall maintain in confidence: (a) the fact that they are engaging or have engaged in arbitration under this section; and (b) all confidential information disclosed by each party to the other and to the arbitrator during the arbitration. No settlement offer by either member during any arbitration under this section shall be discoverable or binding in any other proceeding.
- c. WAIVER OF JURY TRIAL. YOU HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED UPON YOUR USE OF THE SITE, THESE TERMS, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH YOUR USE OF THE SITE OR THESE TERMS AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTION OF EITHER PARTY. THE WAIVER IN THE PRECEDING SENTENCE APPLIES REGARDLESS OF THE TYPE OF DISPUTE, WHETHER PROCEEDING UNDER CLAIMS OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY. THIS SUBSECTION 21(c) SHALL NOT BE CONSTRUED TO CREATE ANY IMPLIED OR OTHER RIGHT TO LITIGATE A DISPUTE UNDER THESE TERMS IN COURT.
- d. WAIVER OF CLASS ACTIONS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ANY DISPUTE RESOLUTION PROCEEDING ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE OR THESE TERMS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION, WHETHER PROCEEDING UNDER CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY. THE FOREGOING RESTRICTION INCLUDES, WITHOUT LIMITATION, COUNTERCLAIMS, CLAIMS RELATED TO THE PARTIES' NEGOTIATIONS AND INDUCEMENTS TO ENTER INTO THESE TERMS, AND OTHER CHALLENGES TO THE VALIDITY OR ENFORCEABILITY OF THESE TERMS. THE PROCEEDINGS EXCLUDED ABOVE IN THIS SECTION 21(d) INCLUDE, WITHOUT LIMITATION, CLASS-WIDE ARBITRATION AND PRIVATE ATTORNEY-GENERAL ACTIONS. YOU UNDERSTAND THAT BY AGREEING TO THIS CLASS ACTION WAIVER, YOU MAY ONLY BRING A DISPUTE AGAINST CEEMINGLY IN AN INDIVIDUAL CAPACITY, NOT AS A REPRESENTATIVE OR MEMBER OF A PURPORTED CLASS, OR AS A PRIVATE ATTORNEY GENERAL. YOU AGREE THAT ANY DISPUTES SHALL NOT BE CONSOLIDATED WITH ANY DISPUTE OF ANY OTHER PARTY. YOU AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE THEIR CLAIMS WITH ANY OTHER PARTY, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
- e. The provisions of this Section 21 shall survive any termination or expiration of these Terms.

22. Privacy Policy

Ceemingly respects and is committed to the security and confidentiality of your personal information. Please review our Privacy Policy, which also governs your use of the Site, to understand Ceemingly's privacy practices. By visiting or using the Site, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy, which is hereby incorporated by reference into these Terms. A copy of our Privacy Policy can be accessed at <https://ceemingly.com/privacy-policy/>.

23. Miscellaneous

a. Entire Agreement

These Terms, including any documents referenced herein, represents the entire understanding between you and Ceemingly regarding your relationship with Ceemingly and use of the Site, and supersedes all other agreements, express or implied, written or oral, between you and Ceemingly. These Terms shall not be modified except as provided for herein or in writing, signed by an authorized representative of Ceemingly. You acknowledge and agree that the provisions, disclosures, and disclaimers set forth in these Terms reflect a fair and reasonable allocation of risk between you and Ceemingly, and are not the result of fraud, duress, or undue influence exercised upon you by any person or entity. Any rights not expressly granted herein are reserved.

b. Governing Law; Venue

These Terms shall be governed solely by the laws of the State of Delaware, without reference to any conflicts of laws principle that would apply the substantive laws of another jurisdiction. You hereby irrevocably and unconditionally consent to personal jurisdiction by and exclusive venue in the state and federal courts of New Castle County, Delaware, and waive any objection to such jurisdiction or venue.

c. Severability

The provisions of these Terms are intended to be severable. If for any reason any provision of these Terms is held invalid or unenforceable in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the other provisions of these Terms. Any invalid or unenforceable portion should be construed as narrowly as possible in order to give effect to as much of these Terms as possible.

d. No Waiver

The failure or delay by Ceemingly to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless expressly acknowledged and agreed to by an authorized representative of Ceemingly in writing.

e. Independent Contractors

Each party shall be regarded solely as an independent contractor for all purposes and shall represent such status to third parties. Neither party shall have or hold itself out to any third party as having any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound.

f. No Third Party Beneficiaries

Except where otherwise specifically provided herein, these Terms are a contract between you and Ceemingly; no other party shall be entitled to enforce the terms of these Terms.

g. Assignment

We may assign our agreement with you to any affiliated company or to any entity that succeeds to all or substantially all of our business or assets.

h. Interpretation

The captions and headings of these Terms are for convenience only and do not in any way limit or amplify the provisions of these Terms. These Terms shall govern and control in the case of any inconsistency between it and any other document or communication issued by either party, and any other written agreement between the parties, except where otherwise expressly stated therein.

i. Remedies

Any and all rights, remedies, and options given in these Terms to Ceemingly shall be cumulative and in addition to and without waiver of, or in derogation of, any right or remedy given to it under these Terms or any law now or hereafter in effect.

j. Notices

Ceemingly may notify you by means of posting a general notice on this Site or by emailing the email address on record in your account. Notices to Ceemingly pursuant to these Terms shall be sent to: support@ceemingly.com. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

k. Changes to Terms of Use

We reserve the right, in our sole discretion, to revise these Terms at any time. Any changes to these Terms will be included in a revised version accessible through the Site. Your continued use of the Site following posting of any changes to these Terms constitutes your unconditional acceptance and agreement to be bound by the changed terms. Accordingly, we urge you to review these Terms at the start of each use of the Site. **If you do not agree to these revised Terms of Use, do not access or use the Site.**