

# Talcura Jobs Feed Terms of Use

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Note: By using a Talcura Jobs Feed, you are entering into a legally binding agreement with Talcura Technologies Inc. that includes provisions that (1) allow your use of a Talcura Jobs Feed under certain terms and conditions, (2) make it clear that your use of a Talcura Jobs Feed does not create a partnership relationship with Talcura, (3) except as expressly authorized by Talcura in writing, make it clear that you can not directly monetize your use of the Talcura Jobs Feed, and (4) allow Talcura to terminate this Jobs Feed Terms of Use and your use of the Talcura Jobs Feeds at any time; (the “**Agreement**”).

## 1. Talcura Jobs Feeds and Jobs Feed Content

1.1 Talcura Jobs Feeds (“**Jobs Feeds**”) contain jobs data that you may place on your website or application (“**Application**”) which allow users of your Application (“**Users**”) to access and view jobs information from Talcura customers (“**Customer**”). You agree that these Jobs Feeds may display Customer’s jobs information, Talcura customer logos, Talcura logos (“**Jobs Feed Content**”).

1.2 The Customer data and content is the property of the respective Talcura Customer and any modification, use and/or redistribution of that Customer data is subject to prior consent by the Customer. You are responsible for obtaining any such consent from the Customer.

1.3 Jobs Feeds include Job listings, jobs descriptions as well as images incorporated in, or generated by, the Jobs Feeds, and any and all data and html embedded code that accompanies the Jobs Feeds, and any upgrades, enhancements or modifications to such software and code.

1.4 You acknowledge and agree that we may use data capture, syndication analysis and other similar tools to track, extract, compile, aggregate and analyze any data or information resulting from use of a Jobs Feed. If you object to our use of any of the foregoing tools, your sole recourse is to stop using the Jobs Feeds and remove the Jobs Feeds from your Application.

1.5 You acknowledge and agree that you are entirely responsible for your use of any Customer data. Under no circumstances will Talcura be liable in any way for any Customer data, including any errors or omissions in any data, or any loss or damage of any kind incurred as a result of the use of any Customer data.

## 2. Jobs Feed License

Subject to your compliance with this Agreement, Talcura grants you a non-exclusive, non-transferable, non-sublicensable, revocable license to use and display the Jobs Feeds on your Application solely for your own use as permitted by this Agreement. You are not licensed to use the Jobs Feeds for any other purpose, and, except for the limited license set forth herein, nothing in this Agreement shall be deemed to grant you any right, title or interest in the Jobs Feeds.

## 3. Restrictions on Use

The Jobs Feed license is subject to the following restrictions on use: (a) you may not use the Jobs Feeds to facilitate the sale of access to Talcure or any information therein without Talcure's prior written approval; (b) you may not use the Jobs Feeds to facilitate the promotion or sale of any products or services to Talcure customers directly or indirectly (c) you may not obscure or disable any element of the Jobs Feeds; (d) your Application title and other trademarks and logos must appear at least as prominent as Talcure's trademarks and logos in the Jobs Feeds; (e) you may not display the Jobs Feeds in any manner that implies partnership with, affiliation with, sponsorship, or endorsement by Talcure; (f) you may not display the Jobs Feed on any Application that disparages Talcure or its products or services, infringes any Talcure or third party intellectual property or other right, or violates any applicable law, self-regulatory rules, industry rules and governmental regulations (collectively, "Applicable Law"); (g) you may not place the Jobs Feeds on Applications that include content that is offensive, abusive, harassing, threatening, discriminatory, vulgar, pornographic, or otherwise inappropriate as determined by Talcure in its sole discretion and (g) you may not commingle or supplement the Jobs Feed Content with any other Talcure data (e.g., you cannot supplement the data you have received via the Jobs Feeds with data scraped from our website (whether that scraping was done by you or someone else)). Subject to the limited license granted to you above, the Jobs Feeds and the Jobs Feed Content may not be copied, modified, deleted, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed without Talcure's prior written approval in each instance. You acknowledge and agree that Talcure may crawl or otherwise monitor your Application for the purpose of confirming compliance with this Agreement.

#### 4. Link to Jobs Content Pages

You may not display the Jobs Feeds in a manner that does not permit successful linking to, redirection to or delivery of the applicable Jobs Feed Content. You may not insert any intermediate page, splash page or other content between the Jobs Feeds and the applicable Jobs Feed Content without a prior consent from Talcure.

#### 5. Your User Agreement and Privacy Policy

Your Application must include your own user agreement and privacy policy. Your user agreement and privacy policy must be prominently identified and located where Users download or access your Application. Your privacy policy must comply with all Applicable Law and accurately describe the collection, use, storage and sharing of data.

#### 6. Publicity by Talcure

We may publicly refer to you, orally or in writing, as a licensee of the Jobs Feeds and we may publish your name and/or logo (with or without a link to your Application) on the Talcure website or service, in press releases, and in promotional materials without your prior consent. Following the termination of this Agreement and upon written request from you, Talcure will make commercially reasonable efforts to remove all references and links to your Application from the Talcure website or service. Talcure will have no other obligation to delete copies of, references to, or links to, your Application.

#### 7. No Warranty

THE JOB FEEDS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TALCURE DISCLAIMS ANY WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING ANY PLUGIN, INCLUDING WARRANTIES

OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. TALCURA FURTHER DISCLAIMS ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AVAILABILITY AND PERFORMANCE OF THE JOB FEEDS. YOU UNDERSTAND AND AGREE THAT YOU USE THE JOB FEEDS AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO ANY COMPUTER SYSTEM OR ANY LOSS OF DATA OR INACCURATE DATA THAT RESULTS FROM THE USE OF THE JOB FEEDS.

#### 8. Limitation of Liability

THE JOB FEEDS ARE BEING PROVIDED FREE OF CHARGE. ACCORDINGLY, YOU AGREE THAT TALCURA SHALL HAVE NO LIABILITY ARISING FROM OR BASED ON YOUR USE OF THE JOB FEEDS. THIS LIMITATION OF LIABILITY SHALL APPLY TO DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY AND PUNITIVE DAMAGES, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF TALCURA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. NOTWITHSTANDING THE FOREGOING, TALCURA'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL NOT, IN ANY EVENT, EXCEED \$50.00.

#### 9. Indemnification

You will defend, hold harmless and indemnify Talcura and our affiliates, and their employees, shareholders and directors, from any third party claim or action, including all damages, liabilities, costs and expenses, including reasonable attorneys' fees, to the extent resulting from, alleged to have resulted from, or in connection with your breach of your obligations herein.

#### 10. Right to Modify and Terminate

Talcura may modify, supplement or replace the terms of this Agreement for any reason, effective prospectively upon posting. If you do not agree to any changes to this Agreement, you can terminate this Agreement by discontinuing use of the Jobs Feeds. Without cause Talcura may (a) terminate your use of the Jobs Feeds, and (b) terminate this Agreement by giving notice to you. In either case, you agree to promptly remove the Jobs Feeds from your Application and cease all further use of the Jobs Feeds. Those rights and obligations that by their nature are intended to survive expiration or termination of this Agreement will survive.

#### 11. General Provisions

This Agreement will be governed by and construed in accordance with the laws of the province of Ontario as such laws apply to contracts between Ontario residents performed entirely within Ontario. The Parties hereby irrevocably consent to the jurisdiction of courts located in Ontario, Canada in any action arising out of or relating to this Agreement, and waive any other venue to which either Party might be entitled by domicile or otherwise. Nothing in this Agreement will be construed as creating a partnership or joint venture of any kind between the parties, and neither of us will have the authority to bind the other party or to contract in the name of or create a liability against the other party in performing its obligations or exercising its rights under this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement

cancel and supersede any and all prior proposals and agreements (oral or written) between the parties, related to your use of the Jobs Feeds.