

Terms of Use Agreement

Term of Use

Last Updated: JUNE 17, 2026

As part of our commitment to giving you the best experience possible, we have updated the Lead Advisor Terms of Use and Privacy Policy with changes that took effect on June 17, 2026. We encourage you to review the updated Terms of Use and Privacy Policy. By continuing to use or access the Lead Advisors websites or mobile application or otherwise engaging with Lead Advisor on or after June 17, 2026, you accept and agree to these updated Terms of Use and Privacy Policy.

Welcome to the Lead Advisor, LLC website, mobile application and online services, together with any materials and other services available therein, and successor site(s) thereto (individually referred to as the “**Site**” or collectively as the “**Sites**”), (“**Lead Advisor**,” “**we**,” or “**us**”). This Terms of Use Agreement (this “**Agreement**”) is a legal contract between Lead Advisor and yourself (referenced herein with “**you**” or with “**your**”), which governs your use of and/or access to our Services (defined below). These Terms govern your access to and use of Lead Advisor’s Sites and AI-Enabled Services, including AI-enabled screening, interview, and assessment tools. By using the Services, you acknowledge that certain features may involve automated or AI-assisted analysis and agree to be bound by these Terms and the Privacy Policy. Certain features of the Services use automated systems, including artificial intelligence, to interact with users and generate outputs (e.g., assessments, rankings, recommendations). By using the Services, you acknowledge that you are interacting with an AI system.

“AI-Enabled Services” means features that use automated or artificial intelligence tools to analyze user submissions, generate assessment outputs, or support hiring-related evaluations. AI-generated outputs are informational only and may be inaccurate, incomplete, or based on limited information. Lead Advisor does not guarantee the accuracy, fairness, or suitability of any assessments, rankings, or recommendations, and AI tools do not replace human judgment.

These Terms of Use (“**Terms**”) state the terms and conditions governing your use of and access to the Sites and constitute a legally binding contract between you and Lead Advisor. These Terms incorporate any additional terms and conditions posted by Lead Advisor through the Sites, or otherwise made available to you by Lead Advisor.

The Privacy Policy (“**Policy**”) describes how Lead Advisor may use and disclose information that we may collect about all users and viewers through the Sites.

Please review these Terms and Policy carefully, as they apply to all persons and entities who visit, use or access any of the Services (“Users”). By accessing or using the Services, you signify that you have read, understood, and agree to be bound by the terms and conditions of this Agreement, whether or not you are a registered user, partner, or customer of the Services. If you are accepting on behalf of your employer or another entity, you represent and warrant that you have full legal authority to enter into this Agreement on behalf of such employer or other entity and are able to bind such employer or other entity to the terms and conditions of this Agreement. This Agreement incorporates the Lead Advisor Privacy Policy and any other Specific Terms of Service (defined below) as applicable. If you do not accept and consent to be bound by these terms and Policy, then you must not use or access the sites.

We reserve the right to amend this Agreement (including the Privacy Policy and any Specific Terms of Service) at any time by notifying you as provided in this Agreement. Your continued use of the Services after any such change constitutes your acceptance of the revised Terms of Use. If you do not agree to any of these terms of this Agreement, you are not permitted to use or access (or continue to access), the Services.

Certain features of the Services may also have their own specific terms and conditions that you agree to when you sign up for that product, function, or service (“**Specific Terms of Service**”). In the event of a conflict between these

Terms and/or Policy, and any other applicable terms or agreement fully executed by you and Lead Advisor (“Other Terms”), the Other Terms shall control.

The “Last Updated” legend above indicate when the Policy was last changed. We may, at any time and without liability, modify or discontinue all or part of the Sites (including access to the Sites via any third-party links); or offer opportunities to some or all Site users. Any changes will become effective when we post the revised Policy on the Sites. Your use of the Sites following these changes means that you accept the revised Policy.

Which Website and Terms of Use Apply to You?

As of the Last Update stated above, the website covered by this Agreement is www.lead-advisor.com, any other sites operated by Lead Advisor, llc (ex: www.advisorinterview.com) and our Mobile/Web Applications (all of the above, collectively, the “Sites”), along with any third party sites used in conjunction with our services..

The Applicable Terms of Service that apply to you depends on your location, and your status as a job seeker or an organization.

Which Services are Covered by this Agreement?

This Agreement applies to your interactions with Lead Advisor through the following mechanisms, which are collectively referred to as the “Services”:

- On Lead Advisor’s website or through the Lead Advisor mobile/web applications.
- Through email, SMS, chat or other online communications between you and Lead Advisor.
- Interviews and interviewing services
- When you interact with a Lead Advisor career search widget and/or banner and/or link contained in Advertisements that are located on a third-party website, where the third parties have hired Lead Advisor to provide services to the third party and your interaction brings you to a Lead Advisor Website.

Specific Terms of Service

These Specific Terms of Service apply to all of the Lead Advisor’s Sites.

SECTION 15 OF THESE SPECIFIC TERMS OF SERVICE INCLUDES A MANDATORY AGREEMENT TO ARBITRATE, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO YOUR USE OF ANY OF THE SERVICES TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT. THE DISPUTES/ARBITRATION PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION. DO NOT ACCESS OR USE ANY OF THE SERVICES IF YOU DO NOT AGREE TO THESE TERMS IN THEIR ENTIRETY.

A Specific Terms of Service may supplement this Agreement, but if any term of this Agreement expressly conflicts with any term of a Specific Terms of Service, the conflicting term in the Specific Terms of Service will control but only with respect to the applicable product, function, or service. All other terms and conditions in both this Agreement and the Specific Terms of Service will remain in force.

If you are using the Services as a Job Seeker, please review the terms of Section 7 carefully. If you are using the Services as an Organization, please review the terms of Section 8 carefully.

1. USE OF THE SERVICES

By using the Services, you acknowledge that we do not have control over the quality, accuracy, completeness, veracity, or legality of content provided by third parties, including Job Seekers and Organizations. In addition, while Lead Advisor may provide recruitment support and technology services that assist employers in identifying, evaluating, or screening candidates, we do not control the independent actions of Job Seekers or Organizations.

Lead Advisor provides recruitment support and technology services to employers. While Lead Advisor may assist employers in identifying, evaluating, screening, or assessing candidates, employers retain sole authority over final hiring decisions and employment outcomes. Lead Advisor does not determine compensation, terms of employment, work conditions, promotions, retention, termination, or other employment-related decisions.

Employers and recruiters are responsible for establishing lawful hiring criteria, independently reviewing and evaluating candidate information and AI-generated outputs, and complying with all applicable employment, anti-discrimination, privacy, and AI-related laws, including required notices, bias audits, impact assessments, human oversight, accommodation processes, and appeal or review procedures, where required by law.

Employers and recruiters shall not rely solely on AI-generated outputs, rankings, recommendations, assessments, or screening results to make hiring, rejection, promotion, retention, termination, or other employment-related decisions and shall exercise independent human judgment before taking any such action.

Lead Advisor does not guarantee interviews, job offers, compensation, advancement, retention, or any employment outcome and is not responsible for employment decisions made by employers

Employers are responsible for establishing lawful hiring criteria and for complying with all applicable employment and AI-related laws, including required notices, bias audits, impact assessments, human oversight, accommodation processes, and appeal or review procedures, where required by law.

A. Eligibility You must be at least eighteen (18) years of age or the age of majority in the jurisdiction in which you reside to use the Services, so that you can form a binding contract with Lead Advisor. If you are under the age of eighteen (18) or the age of majority, and you are permitted to work in the jurisdiction in which you reside, you represent that a parent or legal guardian has reviewed and agrees to this Agreement on your behalf. You may not use the Services if your use of the Services has been previously terminated or suspended by Lead Advisor, unless we have provided you with specific written authorization to re-use the Services. By using the Services, you expressly acknowledge, agree and request that this document, and all related documents, be expressed in the English language. You represent that all information you submit is accurate and complete and that you will not submit false, misleading, or unlawful content or content you do not have the right to provide.

B. Contact with You by Telephone or SMS When using specific Services, we may ask for your consent to contact you by telephone, including by SMS. By granting such consent, you authorize Lead Advisor to contact you by telephone at the number(s) you have provided and acknowledge that Lead Advisor may do so using an automatic telephone dialing system or an artificial or prerecorded voice (to the extent permitted by the laws of the jurisdiction where you reside).

You may revoke consent to be contacted by telephone by emailing unsubscribe@Lead-Advisor.com and including the wording "Revocation of Telephone Consent" in the subject line. To stop receiving SMS messages from Lead Advisor, you may reply "STOP" to any SMS message you receive. Consent to being contacted by telephone is not required as a condition of using the Services or of purchasing any other property, goods, or services from Lead Advisor.

You agree that we may, but are not obligated to, monitor or record any of your telephone conversations with us for quality control purposes, for training our employees and for our own protection. You acknowledge that not all telephone lines or calls are recorded by us and that we do not guarantee that recordings of any particular telephone calls will be retained or are capable of being retrieved.

C. Contact with You by Email By providing Lead Advisor your email address, you consent to our using the email address to send you Service-related and other non-commercial notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers (to the extent permitted by the laws of the jurisdiction where you reside). If you have consented to receive email job alerts or marketing communications from us, we will send you such communications until you opt-out by deleting your account on our Sites and stop using the Services. If you do not want to receive job alert emails and/or marketing communications from us, you may opt-out or change your preferences in your Account page or by following the opt-out and/or unsubscribe instructions in the email message,

or by requesting to be opted-out by deleting your account on our Sites and stop using the Services. *Please note that opting out may prevent you from receiving email messages regarding updates, improvements, or offers, you can also delete your account and stop using the Services.*

Please note, that while you can opt-out of marketing messages and email job alerts, you cannot opt-out of service-related communications, including those related to security, legal notices, your account, your use of our Services, billing, and other transactional purposes unless you deactivate your account and stop using our Services.

D. User Accounts The information in this section applies to all User accounts. If you sign up and/or create an account with Lead Advisor (in accordance with Section 7C or Section 8 below), you may control your profile information and what information is shared with potential job seekers and/or employers. When creating your account or uploading information to the Services through your account, you represent and warrant that you will provide accurate and complete information and fully understand that job seekers and/or employers will have access to your information, posts, resume and the like. You are solely responsible for the activity that occurs under your account. You are expected to use "strong" passwords (passwords that use a combination of upper and lowercase letters, numbers and symbols) with your account.

Account deletion, data retention, and user data rights are governed by the Privacy Policy. Termination or deletion of an account does not affect any rights, licenses, disclaimers, limitations of liability, or indemnification obligations that survive termination. You agree to indemnify and hold harmless Lead Advisor from claims arising from your submissions, false or misleading information, or misuse of AI outputs.

You must exercise caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You understand and agree that your account is personal to you, and you agree not to provide any other person with access to the Services using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You understand that even if you notify us, you will be totally responsible for all activities that occur under your account. You also agree to ensure that you logout from your account at the end of each session. You are responsible for any password misuse or any unauthorized access.

We reserve the right at any time and from time to time, to disable or terminate your account, any username, password, or other identifier, whether chosen by you or provided by us, in our sole discretion for any or no reason, including any violation of any provision of these Terms of Use.

By connecting to the Services using a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service. For example, if you access the Services through a social networking site, you agree that Lead Advisor can access, store, and make available on the Services, any information, and data that you provide in your applicable social networking site account such that the same information is available in your Lead Advisor account. You agree that we are not liable for any personal data that is made available to us in violation of your privacy settings with the applicable social networking site.

Lead Advisor may suspend or terminate your account and/or your access to the Services, or any portion of the Services at any time without notice to you, for any reason, including if in our sole discretion we determine that you have violated the terms of this Agreement (including in accordance with Section 1E and/or 6F below). Upon any such termination, all the provisions of this Agreement shall continue to survive except for any provisions that grant you access to any of the Services. You agree that we will have no liability to you for any termination or suspension of your access to the Services or your account, or the deletion of information contained within such account.

E. General Rules for Use of Services You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Services in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Services in a manner that sends more request messages to the Lead Advisor servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Lead Advisor grants the operators of public search engines revocable permission to use spiders to copy materials from LeadAdvisor.com for the sole purpose of, and solely to the extent

necessary for, creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited communications; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (v) taking any action that imposes, or may impose, as determined in our sole discretion, an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Services; (vii) collecting or harvesting any personally identifiable information from the Services, except as expressly permitted by certain features of the Services; (viii) using the Services for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Services; (xi) accessing any content on the Services through any technology or means other than those provided or authorized by the Services; (xii) bypassing the measures we may use to prevent or restrict access to the Services, including without limitation, features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein; (xiii) disclosing or sharing login credentials; (xiv) reverse engineering or decompiling any parts of the Services; (xv) frame or link to any information or content on the Services; (xvi) post or submit any inaccurate, incomplete, or false biographical information or another person's information; or (xvii) post or submit any material that is unlawful, illegal, defamatory, offensive, discriminatory, threatening, or obscene as determined by Lead Advisor. The Services include technology tools designed to assist with screening, evaluation, and matching and are provided solely as a platform and not as a decision-making service.

We may, without prior notice, change any aspect of the Services; stop providing the Services or features of the Services; or create usage limits for the Services (for paid products and services). If any such change, cessation or limitation of the Services materially and adversely affects you, then you may terminate the Services on written notice to us. In the event of such termination, you will receive a pro-rata refund of any pre-paid fees pertaining to Services paid for, but not provided, for the balance of the applicable term of your then-current subscription plan. We may permanently or temporarily limit, condition, terminate or suspend your access to the Services or any features thereof, including if in our sole determination (acting reasonably) you breach or violate any provision of this Agreement, commit fraud or other abuse using the Services.

You are solely responsible for your interactions with other Lead Advisor Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Lead Advisor shall have no liability for your interactions with other Users, or for any User's action or inaction. Lead Advisor shall have no obligation to you to enforce this Agreement against any other User.

F. Use of Salary Data The provisions of this Section apply to your access to any salary data through the Services. You agree that third parties from whom we obtain salary data included in the Salary Data Displays (defined below), including, without limitation, ADP, LLC, are third party beneficiaries of all provisions of this Section and as a result shall have the right to enforce the provisions of this Section against you. As used in this Section, "Salary Data Display" means a report, histogram or other display generated in response to a query posed by you on our platform that incorporates in whole or in part, salary data. You understand that you will be restricted to no more than five (5) salary data searches in any rolling thirty (30) day period unless you create an account on our platform.

We hereby grant to you (i) a revocable license to access Salary Data Displays, and (ii) a perpetual license to use Salary Data Displays, in each case, solely for your personal or internal use, as applicable, and subject to, and revocable immediately by us, in the event of your breach of any of the provisions of this Section, including the restrictions on use of the Salary Data Display set forth in this Section, or your confidentiality obligations set forth in Section 16.G. of this Agreement. You agree to use the salary data and Salary Data Displays in accordance with all applicable laws, and you agree that you will not, under any circumstances, disclose, otherwise give a third-party access to, reproduce, distribute, resell, transfer, copy, make available or create derivative works of, or use other than for your own personal or internal purposes, as applicable, the Salary Data Display or outputs from the Salary Data Display.

Without limiting the generality of the foregoing or the provisions of Section 13 of these Specific Terms of Service: (I) SALARY DATA AND SALARY DATA DISPLAYS ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS; (II) ANY USE OR RELIANCE UPON ANY PORTION OF THE SALARY DATA AND SALARY DATA DISPLAYS SHALL BE AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE

AND ANY THIRD PARTY PROVIDERS OF SALARY DATA HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SALARY DATA OR SALARY DATA DISPLAYS, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF ACCURACY, COMPLETENESS, CORRECTNESS, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND (III) NEITHER WE NOR ANY THIRD PARTY PROVIDER OF SALARY DATA SHALL BE LIABLE FOR ANY LOSS, COST OR DAMAGE SUFFERED OR INCURRED BY USE BY YOU OF THE SALARY DATA AND SALARY DATA DISPLAYS.

2. USER CONTENT AND USERS

A. Posting or Viewing User Content The Services may allow Users to post and/or provide content that may be viewable by other Users, including, but not limited to screening requirements, screening questions, screening criteria, company information, a job seeker's application information, content of messages, resumes/CVs, logos, trademarks, comments, questions, and other content or information ("**User Content**").

User Content is the sole responsibility of the person or entity that provided the User Content. You shall be solely responsible for your User Content and the consequences of posting, providing, or publishing it. You fully understand that job seekers and/or employers will have access to your User Content and You specifically agree that Lead Advisor is authorized and directed to share the same with other User for as long as you maintain an account on the Sites.

B. Prohibited Types of User Content The following list is intended to be illustrative of the types of User Content that are prohibited, but this is not an exhaustive list: You agree not to post or provide User Content that (i) may create a risk of harm to any person or property; (ii) provides instructional information about illegal activities; (iii) involves the transmission of junk or unsolicited mail or other communications, 'phishing' or 'scamming'; (iv) provides links to material that is illegal or offensive, or targets or solicits personal information from anyone under the age of 18; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; (viii) contains any information or content that is false, misleading, or otherwise deceptive; or (ix) violates the Intellectual Property Rights (as defined below) or rights of privacy of any third party. For the purposes of this Agreement, "Intellectual Property Rights" means patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals, and extensions thereof, under the laws of any state, country, territory or other jurisdiction. All AI models, algorithms, systems, and improvements are owned exclusively by Lead Advisor, and no rights are granted to users except as expressly stated in these Terms. If you are a Client providing or submitting Job Advertisements, you further agree that such content will not contain any personally identifiable information.

You may not reverse engineer, probe, scrape, extract, or attempt to derive the underlying AI models, systems, or safeguards, or use assessment outputs to develop or train competing systems.

C. No Warranties or Obligations You agree that Lead Advisor makes no representations, warranties, promises, or guarantees regarding any content provided or generated by third parties, including, without limitation, the content of messages, Job Advertisements and resumés. You further agree that Lead Advisor acts as a passive conduit for the distribution, provision, and publication of User Content, and has no obligation to screen or verify the accuracy, legality, legitimacy, truthfulness, or completeness of User Content, and accordingly, you accept that Lead Advisor is not responsible and has no liability for User Content. You understand that you may be exposed to User Content that is inaccurate, incomplete, illegal, misleading, false, offensive, constitutes spam, or is otherwise unsuited to your purpose, and you accept that it is your responsibility to verify the quality, accuracy, truthfulness, legality or reliability of User Content, including, without limitation, resumes/CVs and Job Advertisements and content of messages. Your reliance on any User Content is at your own risk.

Lead Advisor disclaims all warranties regarding the accuracy, reliability, or suitability of AI-enabled services or outputs for employment or other decisions.

Notwithstanding the foregoing, although Lead Advisor has no obligation to screen User Content, to the extent that Lead Advisor becomes or is made aware of User Content that may or does (i) violate the terms of this Agreement or any other Agreement you have with Lead Advisor, or (ii) violate any law or regulation, or (iii) violate the rights of third parties, or (iv) create liability for Lead Advisor or otherwise negatively impact Lead Advisor, Lead Advisor reserves the right to reject and/or remove such User Content, and suspend and/or terminate any User Account associated with such User Content.

D. User Content and the U.S. Communications Decency Act Please note Section 230 of the U.S. Communications Decency Act ("CDA") (and the equivalent or similar laws in your jurisdiction) is intended to exclude or limit the liability of online service providers such as Lead Advisor, when such online service providers provide or make available access to third-party user generated content (see § 230 (c)(1) which states: *No provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information content provider*).

The decision by Lead Advisor to remove or not post or distribute any User Content, does not by itself amount to participation in the creation of such User Content and, accordingly, does not constitute a waiver of the immunity afforded by the CDA. Additionally, § 230 (c)(2) of the CDA specifically provides: *"No provider or user of an interactive computer service shall be held liable on account of (A) any action voluntarily taken in good faith to restrict access to or availability of material that the provider or user considers to be obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable whether or not such material is constitutionally protected..."*

E. User Interactions and Assumption of Risk You understand and agree that Lead Advisor does not, and cannot, confirm that each User is who he/she/they claim to be. We are not responsible for authenticating Users and therefore it is your responsibility to conduct the appropriate due diligence before communicating or interacting with other Users, including, without limitation, job seekers, employers, staffing agencies, and recruiters. You assume all risks associated with Users with whom you come into contact. If you have any disputes or issues with any User you agree to pursue any remedies directly with the applicable User and you release Lead Advisor, its subsidiaries, and their respective employees, directors and agents from all claims, demands and damages of every kind (actual and consequential and direct and indirect) known and unknown, suspected and unsuspected, disclosed and undisclosed, to the fullest extent permitted by law.

F. Content Disclosure Lead Advisor reserves the right to disclose User Content and any information related to the provider of such User Content, to third parties in connection with the operation and provision of the Services, to enforce the terms of any agreement that we have with you, to comply with legal obligations and requests from governmental authorities, law enforcement agencies, court orders, subpoenas, etc., and to protect the interests of Lead Advisor where necessary. For the avoidance of doubt, you agree that we have the right to disclose your identity to a third party who is claiming that any User Content you posted, provided or uploaded is fraudulent, false, or misleading or constitutes a violation of the law, or a violation of their intellectual property or ownership rights, or of their right to privacy.

3. USER CONTENT LICENSE GRANT

By posting, submitting, providing and/or otherwise making available any User Content, you expressly grant, and represent that you have a right to grant, to Lead Advisor, a royalty-free, sublicensable (through multiple layers of sublicensees), perpetual, transferable, non-exclusive, worldwide license to use, sell, reproduce, adapt, translate, sublicense, publicly perform, publicly display, and make derivative works from and otherwise exploit, all such User Content in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for the purposes of posting such User Content on the Lead Advisor websites, distributing such User Content through the Lead Advisor distribution and publishing network and in job alerts to job seekers, and to promote Lead Advisor and the Services. This license continues even if you stop using the Services.

If you are a Client, you acknowledge and agree that Lead Advisor has no obligation, and may be unable, to remove your Job Advertisements and other content (including any logos and/or trademarks contained therein) once they have been (i) distributed via the Lead Advisor distribution and publisher network, (ii) listed in search engine results, or (iii) distributed on websites and in job alert emails or job alert texts, or (iv) incorporated into fixed media displays of Lead Advisor or any third party, and in each case (i) to (iv) above, the license grant from you above will be perpetual and irrevocable for such uses. 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 the use by Lead Advisor to identify you as a User of the Services in any promotional and marketing materials to promote Lead Advisor and the Services. Further, to the extent you have given Lead Advisor the right to access certain User Content that is present on another website or service you own or control, you give Lead Advisor the right to scrape such website as required to retrieve such User Content for use on the Services as contemplated in the license grants above, notwithstanding any prohibition on scraping set forth in the terms of use or other contractual terms governing such website.

Lead Advisor does not verify employers or job listings and does not make hiring or employment decisions. Employers are solely responsible for screening criteria, compliance with employment laws, and hiring outcomes. Interactions with employers occur at your own risk. The Services do not constitute “consumer reports,” and Lead Advisor is not a consumer reporting agency under the Fair Credit Reporting Act or similar laws. Employers are solely responsible for any disclosure, accuracy, or dispute obligations under such laws. Any procedures for reviewing, correcting, or appealing decisions influenced by AI outputs are determined and administered by employers, not Lead Advisor.

You represent and warrant that you have the rights, power and authority necessary to grant the rights described in this section to User Content that you submit, provide, make available or post, via the Services, that the use by Lead Advisor of your User Content will not violate any law or infringe the rights of any third party, and that your User Content and any other information that you provide to us is legal, complete, legitimate, truthful and accurate. You grant Lead Advisor a non-exclusive, worldwide license to process, analyze, and use your submissions to operate the Services, generate assessment outputs, and improve the Services, including through de-identified or aggregated analysis.

Lead Advisor has no obligation to retrieve or delete content that has already been shared with employers or other third parties.

4. MOBILE SOFTWARE

We may make available software to access the Services via a mobile or tablet device ("**Mobile Software**"). To use the Mobile Software, you must have a mobile device that is compatible with the Mobile Service. Lead Advisor does not warrant that the Mobile Software will be compatible with your mobile device. Lead Advisor hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software for one Lead Advisor account on mobile devices owned or leased solely by you, for your personal use. You may not : (i) modify, disassemble, decompile or reverse engineer the Mobile Software, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Software; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (v) delete the copyright and other proprietary rights notices on the Mobile Software. You acknowledge that Lead Advisor may from time to time issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that you are using on your mobile device. You consent to such automatic upgrading on your mobile device and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and Lead Advisor or its third-party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. Lead Advisor reserves all rights not expressly granted under this Agreement.

If the Mobile Software is being acquired on behalf of the United States Government, then the following provision applies: Use, duplication, or disclosure of the Mobile Software by the U.S. Government is subject to restrictions set forth in this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14 (ALT III), as applicable. The Mobile Software originates in the United States, and is subject to United States export laws and regulations. The Mobile Software may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Software may be subject to the import and export laws of other countries. You agree to comply with all applicable laws related to use of the Mobile Software and the Services.

5. OUR PROPRIETARY RIGHTS

This Agreement provides only a limited license to access and use the Services in accordance with the terms of this Agreement. Accordingly, you hereby agree that Lead Advisor transfers no ownership or intellectual property interest or title in and to the Services or any materials used in connection with the Services, including, without limitation, software, (including source code), programs, products, information, documentation, images, text, graphics, user interfaces, visual interfaces, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and content (the, "**Lead Advisor Content**"). All such Lead Advisor Content as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through the Services (except for Feedback) are exclusively owned, controlled, and/or licensed by Lead Advisor or its members, parent(s) licensors, or affiliates. Lead Advisor, the Lead Advisor logo, and all other marks are proprietary trademarks of Lead Advisor and any use of such marks, including, without limitation, as domain names, account identifiers, or in connection with any search engine optimization practice(s), without the prior written permission of Lead Advisor is hereby strictly prohibited. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under, any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible on the Services. Use of the Lead Advisor Content or materials on the Services for any purpose not expressly permitted by this Agreement is strictly prohibited.

If you participate in any evaluation regarding the Services or otherwise provide Lead Advisor suggestions, comments, ideas, opinions, recommendations for the modification, correction, improvement, or enhancement of the Services, or other feedback regarding the Services (collectively, "**Feedback**"). Such Feedback will be deemed to include a royalty-free, perpetual, irrevocable, transferable, sublicensable, and non-exclusive right and license for Lead Advisor to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works of, and display (in whole or in part) worldwide, or act on any such Feedback without additional approval or consideration in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content, and you hereby waive any claim to the contrary. To the extent permitted by applicable law, you waive any moral rights and irrevocably consent to any acts that would otherwise infringe your moral rights, in your Feedback. You agree not to provide any Feedback that is false or misleading or that breaches any agreement you have with a third party.

6. THE FOLLOWING TERMS WILL APPLY TO CLIENTS USING PAID SERVICES.

A. Billing Policies Certain aspects of the Services may be provided for a fee. If you are a Client and elect to use a paid feature of the Services, you agree to the pricing and payment terms for the applicable Services, as we may update them from time to time. Any recurring charges are billed in advance of service. Lead Advisor may (1) add new services and products for additional fees and charges, at any time in its sole discretion, or (2) amend fees and charges for existing services, at any time in its sole discretion upon notice. Cancellation requests should be made in accordance with Section 6(E)(iv) below.

We may also provide certain products or services via our third-party partners, and you agree that your use of such third-party products or services is subject to the contractual (including payment) terms presented by such third parties should you wish to use their services. You further agree that Lead Advisor has no responsibility for such third-party services and your use of such services is entirely at your own risk. Any change to the fees for paid services shall become effective in the billing cycle following notice of such change to you.

B. No Refunds for Paid Services You may cancel your subscription to paid services at any time, pursuant to Section 6.E below, and you accept that you will not receive a refund of pre-paid fees for such cancellation, except where otherwise set out in this Agreement. In the event that Lead Advisor suspends, limits, conditions, or terminates your access to the Services and/or your account due to your material breach of this Agreement or any other agreement that you have with Lead Advisor, you understand and accept that you will not receive a refund for any unused time with respect to fees that you have pre-paid for a subscription plan, product or service, and to the extent that you have not paid the applicable fees, you will remain liable to pay Lead Advisor the entire fees due for the subscription, product or service, as applicable.

C. Payment Information; Taxes; Delinquent Payments If you are a Client, you authorize Lead Advisor to provide any Authorized User associated with your account, or such other persons as you may hereafter specify in writing, access to view, change, and inquire, about bank, payment, tax or other information relating to your business relationship with Lead Advisor.

All information that you provide in connection with a monetary transaction must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction at the prices in effect when such charges are incurred. You will also pay any applicable taxes relating to such transactions. If at any time Lead Advisor is required by a taxing authority to pay any taxes not previously collected from you, you will promptly submit such taxes (including applicable penalties and interest, if any) to Lead Advisor upon written notice.

If you elect to add additional paid services or products to your selected subscription or upgrade your subscription, we will invoice you for such services, products and upgrades, and/or charge your credit or debit card (or other payment method) accordingly.

Delinquent payments may bear interest at the rate of one-and-one-half percent per month (eighteen percent per annum) or the highest rate permitted by law, if less, from the payment due date until paid in full. You will be responsible for all reasonable expenses (including legal fees and expenses) incurred by Lead Advisor in collecting delinquent amounts, except where the delinquent amounts are due to billing inaccuracies. In addition, if you are late in payment of any fees, we reserve the right to either (i) immediately suspend or terminate your access to the applicable Services without notice, and in the event of any such suspension or termination, you will remain responsible for the entire amount of fees owing for such Services; or (ii) bill your credit/debit card on file with us under this or any other agreement. Unless your subscription plan is terminated timely and correctly, you will continue to accrue charges even if you don't use the subscribed Services.

D. Credit and Debit Cards In the event that you pay for any Services using a credit card or debit card or PayPal, you authorize Lead Advisor to charge your credit or debit card or PayPal (or other acceptable payment method that you have chosen from those offered) ("**Payment Method**"), for the applicable fees for the duration of the applicable term of your selected subscription plan or other paid service or product, together with any applicable sales, use, excise, goods and services tax (GST), consumption or other similar tax applicable to the Services. You represent that you are authorized to use the Payment Method on your company's behalf, and you agree to accept an electronic record of a receipt. If at any time your Payment Method will not accept the charge for fees due, you agree that Lead Advisor may suspend or terminate your access to the applicable Services and that you will continue to remain liable for the full payment for such Services even after your access to the Services has been terminated or suspended. By providing any Payment Method, you agree that applicable credit card, debit card and billing information may be shared with third parties such as payment processors and credit agencies, and/or collection agencies for the purposes of checking your credit, effecting payment, collecting payments and late fees if applicable, and for providing the applicable Services to you or in order to enforce our agreement with you. We may also share this information with law enforcement authorities and in response to subpoenas, court orders, and search warrants.

EXCEPT AS OTHERWISE PROVIDED IN A WRITTEN AGREEMENT BETWEEN YOU AND LEAD ADVISOR, OR BETWEEN YOU AND ONE OF OUR THIRD-PARTY PARTNERS, YOU ACKNOWLEDGE AND AGREE THAT YOUR SUBSCRIPTION TO THE PAID SERVICES WILL AUTOMATICALLY RENEW UNLESS YOU CANCEL IT OR WE SUSPEND OR TERMINATE IT IN ACCORDANCE WITH THESE TERMS.

F. Suspension or Termination

(i) Suspension or Termination for Cause. Lead Advisor may suspend or terminate your access to the Services and/or this Agreement in the following instances: (I) if you breach this Agreement and cannot correct the breach within that period required by Lead Advisor if the breach is capable of cure; (II) immediately, if you fail to pay any monies owed to Lead Advisor for paid services; (III) immediately if you become the subject of a bankruptcy, insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding; (IV) immediately in the event of violations of this Agreement; and/or (V) for any abuse, inappropriate behavior, or other conduct, which in our sole discretion adversely affects or has the potential to affect us, our employees or users of our Services. In the event of any suspension of your access to the Services and/or termination of this Agreement or any other agreement you have with Lead Advisor (other than a termination for convenience by Lead Advisor), you remain responsible for the entire amount of the fees (pre-paid and/or due), for the applicable Services. Lead Advisor may also suspend your access to the Services without penalty and without notice, in the event of a suspected violation of this Agreement.

(ii) Suspension or Termination for Convenience. Lead Advisor can terminate your access to the Services and/or this Agreement for convenience via email notification to you and, in the event of such termination for convenience, you will receive a pro-rata refund of any pre-paid fees pertaining to Services that will not be provided as a result of the termination.

(iii) Your Termination Rights. You may terminate this Agreement if Lead Advisor materially breaches this Agreement and does not cure the breach within ten (10) business days after receipt of written notice from you, which notice must be emailed to: Info@lead-advisor.com and obtaining a read confirmation. Pre-paid fees are non-refundable, except in the case of an uncured material breach by Lead Advisor (and in the absence of any contributory act and/or omission to act by you), in which case you will receive a pro-rata refund of any pre-paid fees pertaining to Services paid for, but not provided, for the balance of the applicable term of your then-current Subscription Plan.

7. ADDITIONAL TERMS THAT APPLY TO JOB SEEKERS

As a Job Seeker, you can (i) use the Services to search for jobs, (ii) search for jobs ("**Job Applications**"), (iii) receive job alert emails or text messages, where such features are available to you ("**Job Alerts**"), and (iv) include your resume and other applicable information in the Resume Database, which will be shared with potential employers. For purposes of this Agreement, references to "resume" or "CV" shall also mean a curriculum vitae, profile, references, recommendations, and other similar written overviews or assessments of a person's experience and qualifications.

If you have a Lead Advisor account, provide your resume/CV to Lead Advisor, and/or sign up for Job Alerts, you agree that we may (A) use the information you provide to send you information about Job Advertisements that may be of interest to you; and (B) display or provide your resume/CV and profile information to an employer or recruiter who may be interested in candidates like you.

To the extent that you wish us to share your information and resume/CV with potential employers, recruiters, or staffing agencies (including, where you have submitted your resume/CV to the Resume Database or because you have used the services on the Lead Advisor Sites), you consent to our sharing your resume/CV, together with any additional information you provide to us during the signup process. This means that you give us a perpetual, irrevocable, non-exclusive, royalty-free, worldwide license (and right to sub-license), of any rights, including intellectual property rights, in your resume/CV and any additional information you provide to us, to share or otherwise use such resume/CV and additional information as we reasonably require to fulfil the services, we provide to you. Requests for accommodation in connection with AI-assisted screening should be directed to the employer or recruiter responsible for the role. Lead Advisor may provide technical assistance as directed by the employer.

A. Job Services in General By using the Services, you give us permission to store your information on the Services and to share your information (including your resume/CV), with the entity that posted the Job Advertisement.

Once you signed up for Services, your resume and other applicable information will be shared with the entity that posted the Job Advertisement as long as any parameters selected by that entity are met, where applicable. You

should therefore ensure that the information you provide is complete and accurate, and only contains information that you are comfortable sharing.

By using the Services, you accept that Lead Advisor does not guarantee that the recipient entity/employer will receive, access, view, or respond to you, or that the transmission of data will be error-free. Any screener questions provided by the entity posting a Job Advertisement are entirely in the control of that entity.

B. Job Services on a Lead Advisor Website By using the Services, Lead Advisor website or through the app, if all parameters selected by the entity that posted the Job Advertisement are met, we will send the resume associated with your account (to the extent an account was created as described in Section 7.C. below).

If you have manually logged out of your account or if you have been automatically logged out of your account because of inaction or some other reason, we will ask you to input your email so we can verify your identity before we send the resume associated with your account. Once you receive the verification email and confirm your identity by following the instructions in the email, we will send out the resume associated with your account.

IMPORTANT: It is your responsibility to ensure that the resume associated with your account is always updated, current and accurate while using the Services, so an employer receives the most up-to-date information about you.

Additionally, although Lead Advisor requests that companies maintain the confidentiality of the Job Applications and resumes/CVs they receive through the Services, Lead Advisor cannot and does not guarantee that the information you provide will be held in confidence or properly secured by the applicable recipient.

C. Account Creation In addition to your ability to manually create a Lead Advisor account yourself, a Lead Advisor account will automatically be created for you in the following circumstances, if you don't already have an account:

(a) When you sign up for job alerts with Lead Advisor; or (b) When you using the Services on a Lead Advisor Sites.

When an account is automatically created for you, you will receive an email with your username (which is usually your email address) and a link to reset your password. Whether or not you choose to reset your password, the account will exist under your email address and the resume associated with the action you took (e.g., using the Services, signing-up for job alerts, etc.), will be connected with that account. So, before using the Services, please ensure that your resume is up-to-date so that employers receive the most recent information about you.

If you do not wish to have a Lead Advisor account, please contact unsubscribe@Lead-Advisor.com or go to your account settings and close your account.

D. Job Alerts You can manually sign up to receive job alerts by email/or SMS. In addition to a manual sign up, you may agree to receive email job alerts based on the type of role you selected or based on your resume/job experiences. You can sign up for job alerts via SMS in a number of ways including by entering your telephone number in the Mobile Alerts section of your User Account. You may opt out of job alerts by clicking on the unsubscribe link in your job alert email or by following the instructions in your SMS alert or by simply going to your account settings and deactivate your account and stop using our Services.

E. Resume Database Lead Advisor has a feature which permits job seekers to include their resume/CV and other profile information in a resume database (the, "**Resume Database**") to be stored on the Service.

Making Your Profile and Resume/CV Public: By using the Services, you agree to make your resume/CV 'public': (i) it will be added it to the Resume Database, (ii) your resume/CV and profile information (including your personal information, to the extent provided in your resume or profile) will be available to be searched, viewed, or downloaded by any persons or entities that have access rights to the Resume Database, (iii) your resume/CV will be visible in whole or in part via search results within the Resume Database, and (iv) your resume/CV and profile information will be visible in part to Clients to invite or rate candidates to apply.

If you add your resume/CV to the Resume Database, then you are:

- Consenting to Lead Advisor matching words, skills, or certifications that are present or implied in your resume or other application materials to words, skills, or certifications present or implied in a Job Advertisement or an employer's or recruiter's search of terms, and if there are any matches, to present matching resumes/CVs to the applicable employer or recruiter and to send information to you about Job Advertisements that may be of interest to you or share your resume/CV to said employer.
- Acknowledging that we may 'parse' the resume and other applicable information into another format to create a profile view and/or enable searchable text for a Company; the Company will also be able to see your resume in the form in which you originally submitted it to Lead Advisor.

Keeping Your Profile and Resume/CV Private: By using the services, you acknowledge that your resume/CV will not be private, it will be added to the Resume Database. *If you wish to opt-out, you must delete and cancel your account on the Sites and stop using the Services.* However, you specifically understand and agree that if an entity has already accessed your resume/CV through the Resume Database or search results and copied or saved your resume, that entity will continue to have access to your resume/CV and all information you included in your resume/CV.

F. Interactions with Other Users; Scams; Confidentiality You are solely responsible for your interactions with Users whom you contact or who contact you. Note: there are risks, including, but not limited to, the risk of physical harm, that may arise when dealing with strangers, including persons who may be acting under false pretenses. You should therefore use caution with regard to the information you elect to share as part of your User Profile or Job Application or resume/CV that **only list the contact information that you are comfortable disclosing to Clients/Employers and other Users of the Services.**

In addition to carefully reviewing this section and Section 2 above, you should conduct your own due diligence on potential employers and Job Advertisements that may be of interest to you. As mentioned in Section 2, Lead Advisor does not authenticate Users or guarantee that a Job Advertisement is suitable, legitimate, or real.

8. ADDITIONAL TERMS THAT APPLY TO PROVIDERS OF JOB ADVERTISEMENTS

As a Client, you can use the Services to (i) search for prospective employees or candidates, (ii) view resumes, profiles, or curriculum vitae, and/or (iii) post and/or distribute Job Advertisements on behalf of yourself and/or a third party.

A. Content Rules With respect to all Job Advertisements that you submit, make available, provide, post or distribute, whether on your own behalf or on behalf of a third party, in addition to the other requirements in this Agreement, you represent and warrant that (i) the content of Job Advertisements (whether owned by you or your clients), will comply with advertising standards and applicable laws, including, but not limited to, employment and privacy laws, in your jurisdiction and the jurisdictions in which the vacancies are located; (ii) you have the necessary rights to permit the publication and use of Job Advertisements by Lead Advisor pursuant to this Agreement; (iii) the use, reproduction, distribution or transmission of Job Advertisements will not violate any applicable laws or any rights of any third parties, including, but not limited to, infringement of any copyright, trademark, or other proprietary right, false advertising, defamation, any other right of any person or entity; (iv) the content of Job Advertisements shall comply with the then-current versions of this Agreement and Job Posting Rules (referenced below); and (v), you have the authority to grant permission to Lead Advisor to wrap or collect Job Advertisements from applicable websites if necessary, to include in distributions and any such wrapping will not cause Lead Advisor to violate the rights of any third party. You understand and agree that you are solely responsible for any liability arising out of publication of Job Advertisements or material to which users can link through such Job Advertisements. You agree to indemnify and hold Lead Advisor and its subsidiaries, and their respective officers, directors, employees, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with Job Advertisements provided by you or any other content provided by you, or your breach of this Agreement.

You agree not to post or promote any Job Advertisements that: (i) contain inaccurate, false, or misleading information; (ii) contain "hidden" keywords or keywords that are irrelevant to the job opportunity being presented; (iii) sell, promote or advertise products or services; (iv) endorse a particular political party, political agenda, or political position or promote a particular religion; (v) advertise job openings located in countries subject to

economic sanctions of the United States or Canadian governments, except where permitted by applicable law; (vi) require the applicant to provide information relating to his/her (a) racial or ethnic origin, (b) political beliefs, (c) religious beliefs, (d) membership of a trade union, (e) physical or mental health, (f) sexual life, (g) the commission of criminal offences or proceedings, or (h) age; (vii) contain content or links to content that exploit people in a sexual, violent or other manner, or solicits personal information from anyone under the age of 13; (viii) includes any screening requirement or criteria where such requirement or criteria is not a bona fide occupational requirement for the role; (ix) involves any franchise, pyramid scheme, "club membership", distributorship, or multi-level marketing opportunity or requires recruitment of other members, sub-distributors or sub-agents; (x) requires applicants to pay to apply, pay for training, pay for training materials, or pay for samples; (xi) contain content that violates applicable laws; (xii) pays commissions only (except for postings that make clear that the available job pays commission only and clearly describes the product or service that the Job Seeker would be selling, in which case such Job Advertisements are permissible); (xiii) requires citizenship or lawful permanent residence in a country, unless that is required in order to comply with law, regulation, or a federal, state or local government contract; (xiv) contain links to any site competitive with Lead Advisor other than to an actual job posting; or (xv) do not otherwise comply with the then-current Job Posting Rules (currently available (as applicable) (collectively, "**Job Posting Rules**").

Additionally, Job Advertisements must comply with applicable local, national and international laws, and regulations including, but not limited to, those relating to labor and employment, and anti-discrimination (or the equivalent in the country that the Job Advertisements are made available, posted or distributed).

REPORTING VIOLATIONS OF THE CONTENT RULES: If you believe that any content on our Websites, violate the Content Rules, please contact us at Info@lead-advisor.com, obtaining a read confirmation and state the following in the subject-line of your email: Violation of Content Rules. For content that allegedly violates your copyright, please see Section 10 below.

B. Publication and Distribution of Job Advertisements By submitting Job Advertisements to Lead Advisor, you agree that Lead Advisor is under no obligation to accept, publish, or distribute your Job Advertisements, unless and until you have fully paid for said Services. Lead Advisor may require some Job Advertisements and/or Clients to be reviewed and/or verified to prevent fraud or abuse of the Services, improve our Services, or for any other reason in Lead Advisor's sole discretion. In addition, Lead Advisor may publicly disclose the number of Job Advertisements that you have posted during any time period of measurement.

Lead Advisor will make reasonable efforts to distribute Job Advertisements to Users or in job alert emails and text to Job Seekers and via any job post page. You agree that Lead Advisor is not liable to you or any third party if your Job Advertisement is rejected or not posted pursuant to our Terms of Service, and you will not be entitled to any refund for Job Advertisements not posted or distributed. By submitting a Job Advertisement, you give us permission to distribute that Job Advertisement in the Distribution Channels and on Lead Advisor Sites.

We do not guarantee any responses, or the number of responses, to your Job Advertisements, including, without limitation, views, clicks, or applications, or that any responses will be from individuals suitable for the job vacancy you advertised. We make no guarantee as to the quality of candidates that you will receive as a result of your Job Advertisement. You are solely responsible for interviewing, performing background and reference checks on, verifying information provided by, and selecting an appropriate candidate.

C. Authorized Users You are responsible for all activity, acts or omissions of any person or entity that is able to access the Services under your account and you will limit access to the number of users that are allowed under your account to those permitted under your selected Subscription Plan (each, an "**Authorized User**"). Additionally, you agree that: (i) you will not share log-in credentials and account information with third parties; (ii) you will not sell or sublicense access to your account or the Services; (iii) you will not charge, or receive payment, in cash or in kind, from any individual or entity for use of, or access to, any portion of the Services; (iv) you will ensure that Authorized Users comply with this Agreement and any other Specific Terms of Service or other agreement that you have with Lead Advisor; (v) you will immediately notify Lead Advisor of any suspected or alleged violation of this Agreement, including any unauthorized use of any password or account information, or any other known or suspected breach of security; and (vi) you will cooperate with Lead Advisor with respect to investigation of any suspected or alleged violation of this Agreement and any action by Lead Advisor to enforce this Agreement.

Lead Advisor may suspend, limit, condition, or terminate an Authorized User's access to the Services or any features thereof, in the event that Lead Advisor reasonably determines that such Authorized User has violated this Agreement or appears likely to do so.

D. Removal of Advertisements; Enforcement; Termination You acknowledge and agree that Lead Advisor may, with no liability or penalty, remove any Job Advertisement or other content, communication or information posted, which in the sole judgment of Lead Advisor, violates or may violate this Agreement, applicable laws, rules or regulations, or third party terms; or may adversely affect Lead Advisor; or is false, inaccurate, misleading, deceptive, fraudulent, libelous, defamatory, immoral, offensive, obscene, pornographic, disruptive, threatening, abusive or illegal; or which may violate or lead to the violation of the rights of, or harms or threatens the safety and privacy of any third party.

We also have the right to:

- Remove or refuse to post any User Content for any or no reason in our sole discretion.
- Take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion,

including if we believe that such User Content violates the Terms of Use, including the Content Rules, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for us.

- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website or the Services.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AND EMPLOYEES, FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY ALL SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

E. Resume Database If Subscription Plan includes access to the Resume Database, then (subject to the terms and conditions of this Agreement) Lead Advisor hereby grants you a limited, revocable, non-transferable, non-sublicensable, non-exclusive right to access the Resume Database for the limited purpose of (1) searching the Resume Database; and/or (2) viewing and/or downloading the number of resumes/CVs permissible under your Subscription Plan, each for the sole purpose of seeking potential employment candidates for legitimate employment opportunities. You shall not use or access the Resume Database for any other purpose.

You shall not use any automated computer programs or software to download resumes/CV or to extract Data (defined below), and shall not resell or sub-license access to the Resume Database (or any portion thereof) or any resume (including Data). You further agree that you shall not use the Resume Database or its contents to market or sell products or services to the data subjects whose resumes comprise the Resume Database.

Notwithstanding anything to the contrary in this Agreement, Lead Advisor reserves the right to limit the amount of information (including resume views and downloads), that may be accessed in any time period to mitigate any overload to the Services or in response to any abuse of the Services. The Resume Database shall not be used in any manner that adversely affects Lead Advisor business, imposes an unreasonable or disproportionately large load on Lead Advisor infrastructure, or interferes with the ability of others to access the Resume Database. Lead Advisor reserves the right to suspend or terminate access to the Resume Database or terminate this Agreement in the event of any non-compliance with this Agreement or any other agreement you have with Lead Advisor. You shall remain primarily responsible for ensuring that Authorized Users comply with the terms of this Agreement. If a Job Seeker opts out of the Resume Database at any time, by cancelling and deleting his/her/their account, Lead Advisor reserves the right to block access to, and/or remove, the Job Seeker's resume/CV from the Resume Database.

You accept that Lead Advisor does not verify whether any telephone number contained within a resume/CV is a landline or a cell phone number, and it is your responsibility to ensure that any communication with the data subject of the resume/CV is in compliance with applicable laws related to telephone calls, automated dialing, SMS, spam, fax, and unsolicited communications.

You represent, warrant and promise that: (i) you will use the Resume Database and the personal information contained within any resumes/CVs (collectively, "**Data**"), in accordance with applicable communication, privacy and data protection laws; (ii) you shall not further disclose any Data from Resume Database to a third party, unless you are an authorized recruitment agency, staffing agency, or job advertising agency acting on behalf of a client, and you are accessing the resumes/CVs to source candidates on behalf of your clients for legitimate employment purposes, and such disclosure falls within the scope of the appropriate Subscription Plan for the Services; (iii) you will implement appropriate physical, technical, and administrative measures to protect Data obtained from the Resume Database from loss, misuse, unauthorized access, disclosure, alteration or destruction, and you will notify Lead Advisor immediately in the event of any suspected or actual unauthorized access or disclosure of resumes/CVs; (iv) Authorized Users shall not share login credentials with any other party; (v) you will not use the contact information from resumes/CVs to send unsolicited mail, e-mails, phone calls, SMS, or faxes regarding promotions and/or advertising of your or a third party's products or services, or to contact or source job seekers for careers fairs and business opportunities; and (vi) you will respect the privacy choices of Job Seekers.

Lead Advisor makes no representations or warranties regarding any content provided or generated by third parties, including, without limitation, resumes/CVs. You accept that Lead Advisor acts as a passive conduit for receipt of resumes/CVs and has no obligation to screen resumes/CVs, verify the identity of the person submitting a resume/CV, or verify the accuracy of the data or content contained in resumes/CV. It is your responsibility to conduct due diligence as regards the individual job seeker-subject of each resume/CV. We do not guarantee any response or the number of responses to your Job Advertisements or that any responses will be from individuals suitable for the job vacancy you advertised. It is your responsibility to carry out such checks and procedures as are necessary to ensure that individuals who respond to your Job Advertisements have the required qualifications to meet your requirements.

References to "resume" or "CV" as used herein, will include curriculum vitae, profile, references, recommendations, and other similar written overviews or assessments of a person's experience and qualifications.

F. Job Seekers Lead Advisor may inform Job Seekers that you have taken an action with respect to a resume/CV or a Job Application. You agree to deal fairly and professionally with individuals who may respond to your Job Advertisement and agree to indemnify us from and against any claim brought by an individual against Lead Advisor arising from your breach of this Agreement or any other agreement you have with Lead Advisor.

G. Data Protection You agree to implement appropriate physical, technical, organizational, and administrative measures (a) to prevent unauthorized or unlawful processing of any Personal Data; (b) to protect Personal Data against accidental loss, destruction or damage; (c) to include taking reasonable steps to ensure the reliability of the personnel having access to the Personal Data; and (d) having regard to the state of technological development and the cost of implementing those measures so as to ensure a level of security appropriate to: (i) the harm that may result from breach of those measures; and (ii) the nature of the Personal Data to be protected. You agree to comply with applicable data protection and privacy laws and regulations in applicable jurisdictions particularly as they relate to your operations and the residency of the applicable data subjects. You further agree to indemnify, hold harmless, and defend Lead Advisor at your own expense against all costs, claims, damages or expenses incurred by Lead Advisor for which we may become liable due to any failure by you or your personnel or agents to comply with any of your obligations under this section and applicable data protection and privacy laws and regulations.

For the purposes of this Agreement, 'Personal Data' means any information or pieces of information that could identify a natural person either directly (e.g. your name, email address, phone number) or indirectly (e.g. through pseudonymized data, such as a unique ID number). This means that personal data includes things like email/home addresses, usernames, profile pictures, personal preferences, financial information, and health information. It could also include unique numerical identifiers like your computer's IP address.

H. Partner Platforms If you access or use the Lead Advisor Services through a third-party platform, such as, without limitation, third-party platforms applicable to Lead Advisor's or other strategic partners (each, a "Partner Platform"), you understand and agree that you will only post Job Advertisements in connection with hiring employees for your own organization, and you will only use the Lead Advisor Services in connection with hiring employees for your own organization. Lead Advisor reserves the right, as determined in Lead Advisor's sole discretion, to reject or disable your use, or any portion of your use, of the Lead Advisor Services through a Partner Platform if you post a Job Advertisement in connection with hiring an employee for an organization other than yours or if you use the Lead Advisor Services in connection with hiring an employee for an organization other than yours, whether or not you are a job board, staffing agency, recruiter, recruitment advertising agency, or other recruitment-based entity.

9. PRIVACY AND SECURITY

Please refer to our **Privacy Policy** below for information regarding how we collect, process, share and store your Personal Data. The Privacy Policy governs all data collection, use, retention, deletion, and AI training practices. In the event of any conflict regarding data issues, the Privacy Policy controls.

Unfortunately, the transmission of information over the Internet is not completely secure and we cannot, therefore, guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal data for improper purposes. You acknowledge that you provide your personal data at your own risk. Any actual or attempted use of the Services by you in violation of this Agreement may result in criminal and/or civil prosecution, including, without limitation, punishment under the Computer Fraud and Abuse Act of 1986 under U.S. federal law. Lead Advisor reserves the right in its sole discretion to review, monitor, and/or record any information relating to your use of the Services without any prior notice to or permission from you, including, without limitation, by archiving content and/or communications submitted to and/or sent by you through the Services.

10. INFRINGING CONTENT

If you believe in good faith that any content on the Services is illegal or infringes your or a third party's intellectual property right or you wish to make us aware of any other illegal or infringing acts which relate to the Services, you can contact us via email at: Info@lead-advisor.com and obtaining a read confirmation. Any notice to us must contain: (a) a detailed description of the infringing or illegal material or activity including why it is infringing or illegal; (b) a detailed description specifying the location of the material that you claim is infringing or illegal (if applicable); and (c) your name, address, telephone number and e-mail address.

11. THIRD-PARTY LINKS AND SERVICES

The Services may contain links to third-party websites, advertisers, products, services, or other events or activities that are not owned or controlled by Lead Advisor (collectively, "**Third-Party(ies)**"). Lead Advisor does not endorse or assume any responsibility for any such Third-Party sites, information, materials, products, or services. If you access a Third-Party website from the Services or use a Third-Party service, you do so at your own risk, and you understand that this Agreement and the Lead Advisor Privacy Policy do not apply to your use of such Third-Party sites or services. You expressly release Lead Advisor from any and all liability arising from your use of any Third-Party website, service, or content. Additionally, your dealings with or participation in promotions of advertisers found on the Services, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Lead Advisor shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

12. INDEMNITY

To the maximum extent permitted by applicable law, you agree to defend, indemnify and hold harmless Lead Advisor and its subsidiaries, and their respective directors, officers, board members, employees, agents, successors and assigns, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to all legal fees and expenses) arising from: (i) your use of and access to the Services, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement and any other agreement that you have with Lead Advisor, including without limitation your breach of any of the

representations and warranties herein; (iii) your violation of any third-party rights, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation, including, without limitation, your violation of the U.S. Fair Credit Reporting Act, or pursuant to applicable credit reporting laws, and any applicable data protection laws; (v) any claims or damages that arise as a result of your User Content; (vi) any other party's access and use of the Services with your account or log-in information; and/or (vii) your intentional or willful misconduct, or negligence.

13. NO WARRANTY

A. Disclaimer of Warranties NOTHING IN THIS AGREEMENT SEEKS TO EXCLUDE ANY CONDITION, WARRANTY OR GUARANTEE THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LEAD ADVISOR DOES NOT GUARANTEE ANY RESULTS FROM USING THE SERVICES. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICES ARE AT YOUR OWN OPTION AND RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PURPOSE OR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY OTHER IMPLIED WARRANTY UNDER THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT AS ENACTED BY ANY STATE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LEADADVISOR, ITS EMPLOYEES, OR AGENTS, OR THROUGH THE SERVICES, WILL CREATE ANY WARRANTY, GUARANTEE, TERM OR CONDITION NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT (I) ANY CONTENT PROVIDED ON OR THROUGH THE SERVICES IS ACCURATE, LEGALLY COMPLIANT, UP-TO-DATE, RELIABLE OR CORRECT; (II) THE SERVICES WILL MEET YOUR REQUIREMENTS; (III) THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, OR WILL BE UNINTERRUPTED OR SECURE; (IV) ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR (V) THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DOWNLOADED OR AVAILABLE AT YOUR OWN OPTION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA OR ANY OTHER TYPE OF LOSS THAT RESULTS FROM SUCH CONTENT OR YOUR USE OF THE SERVICES.

IF ANY SUCH WARRANTY OR GUARANTEE CANNOT BE EXCLUDED UNDER APPLICABLE LAW, THEN TO THE EXTENT PERMITTED BY APPLICABLE LAW, LEADADVISOR'S LIABILITY FOR BREACH OF ANY SUCH WARRANTY OR GUARANTEE IS LIMITED (AT LEADADVISOR'S OPTION) TO: (A) FOR GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS OR PAYMENT OF THE COST OF THE REPAIR OR REPLACEMENT OF THE GOODS OR SUPPLY OF EQUIVALENT GOODS; OR (B) FOR SERVICES, THE RESUPPLY OF THE SERVICES OR PAYMENT OF THE COST OF THE RESUPPLY OF THE SERVICES.

B. Universal Disclaimer LEAD ADVISOR DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A USER OR THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, AND LEADADVISOR WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND A USER OR THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. LEAD ADVISOR DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS. AI-generated outputs are informational only, may be inaccurate or incomplete, and do not replace human judgment. Lead Advisor makes no guarantees regarding employment outcomes.

14. LIMITATION OF LIABILITY

(A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, IN NO EVENT SHALL LEAD ADVISOR, ITS SUBSIDIARIES,

AND THEIR RESPECTIVE BOARD MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSOR AND ASSIGNS, BE LIABLE TO YOU, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), FOR BREACH OF STATUTORY DUTY, OR OTHERWISE FOR ANY (I) INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES OR LOSSES, OR ANY OTHER LOSS OR DAMAGE THAT DOES NOT ARISE NATURALLY AND ACCORDING TO THE USUAL COURSE OF THINGS FROM THE BREACH, ACT OR OMISSION RELATING TO THIS AGREEMENT AND GIVING RISE TO THAT LOSS, WHETHER OT NOT SUCH LOSS MAY REASONABLY BE SUPPOSED TO HAVE BEEN IN THE CONTEMPLATION OF THE PARTIES AT THE TIME THEY ENTERED INTO THIS AGREEMENT AS A PROBABLY RESULT OF THE BREACH, ACT OR OMISSION; OR (II) LOSS OF PROFITS, GOODWILL, USE, DATA THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SERVICES. UNDER NO CIRCUMSTANCES WILL LEADADVISOR BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

(B) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LEAD ADVISOR ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICES; (III) UNAUTHORIZED ACCESS TO OR USE OF OUR SYSTEMS OR SERVERS AND/OR ANY PERSONAL INFORMATION STORED THEREIN; (IV) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (V) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY; (VI) ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES; (VII) USER CONTENT OR (VIII) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY USER OR THIRD PARTY.

(C) IN NO EVENT SHALL LEADADVISOR, ITS SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, SUCCESSORS AND ASSIGNS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO LEADADVISOR IN THE 3 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM OR USD \$10, WHICHEVER IS LESSER.

(D) THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY OR ANY OTHER BASIS AND EVEN IF LEADADVISOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

15. AGREEMENT TO ARBITRATE

This Agreement contains an Arbitration provision, which will, with limited exception, require you to submit disputes you have against Lead Advisor to binding and final arbitration to the extent that the laws of the jurisdiction where you reside permit the inclusion of Arbitration provision in these Terms of Use. You will only be permitted to pursue claims against Lead Advisor on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding, and you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

If you are located in, are based in, have offices in, or do business in a jurisdiction in which this Section 15 is enforceable, the following mandatory arbitration provisions apply to you:

A. Binding Arbitration This Section 15 is referred to in this Agreement as the "**Agreement to Arbitrate**". By using the Services you agree that any and all disputes or claims that have arisen or may arise between you and Lead Advisor or its affiliates, whether relating to the Services, this Agreement (including any alleged breach thereof), or otherwise (each a "**Dispute**"), shall be resolved exclusively through final and binding arbitration, rather than a court in accordance with the terms of this Agreement to Arbitrate. Your rights will be determined by a neutral arbitrator, not a judge or jury. **YOU UNDERSTAND THAT ABSENT THIS AGREEMENT TO ARBITRATE, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. IF YOU DO NOT WISH TO BE BOUND BY THIS PROVISIONS DO NOT USE THE SERVICES HEREIN.**

A party who intends to seek arbitration must first send a written notice of the dispute to the other party (“**Notice**”), by certified mail or Federal Express (signature required) or, in the event that we do not have a physical address on file for you, by electronic mail. Lead Advisor’s address for Notice is: Lead Advisor, LLC., Attention: Legal Department, C/O Dwyer, Spino & Goncalves, LLC, 313 Washington Street, Ste 308, Newton, MA 02458

The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or Lead Advisor may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Lead Advisor shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.

B. Restrictions You and Lead Advisor agree that any arbitration shall be limited to the Dispute between Lead Advisor and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

C. Exceptions to Informal Negotiations and Arbitration You and Lead Advisor agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or Lead Advisor intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (3) any claim for injunctive relief.

16. GENERAL

A. Governing Law and Location The Services are controlled and operated by Lead Advisor from within the United States of America. Lead Advisor makes no representations that the Services or the materials available via the Services, are appropriate or available for use in locations outside of the United States. Those who choose to access the Services from other locations do so on their own initiative and are responsible for compliance with all United States of America laws (as applicable and in accordance with the Applicable Sites) as well as local laws, if and to the extent local laws are applicable.

Unless otherwise required by a mandatory law, this Agreement and any Disputes shall be governed by the internal substantive laws of the Commonwealth of Massachusetts, without respect to its conflict of laws principles. An arbitrator shall not be bound by rulings in prior arbitrations involving different Users but is bound by rulings in prior arbitrations involving the same User to the extent required by applicable law. Except as otherwise expressly provided in this Agreement, all arbitration and other litigation in a court of competent jurisdiction of any dispute between you and Lead Advisor related to this Agreement shall be located in Boston, Massachusetts.

You may not use the Services if you are a resident of a country embargoed by the United States.

B. Assignment This Agreement shall be personal to you and you may not assign, transfer, sublet, lease or delegate all or any of your rights and obligations, without the prior written consent of the General Counsel of Lead Advisor or his/her designee. Lead Advisor can assign this Agreement or delegate its obligations without restriction other than as required under applicable law.

C. Relationship of the Parties Nothing in this Agreement shall be construed as making either party the partner, joint venturer, employer, contractor, or employee of the other. 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.

Except as set out in this Agreement, only you and Lead Advisor may enforce this Agreement as this contract is between you and Lead Advisor; no other party shall be entitled to enforce the terms of this Agreement.

D. Notification Procedures Lead Advisor may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on our websites, as determined by Lead Advisor in its sole discretion. *Lead Advisor reserves the right to determine the form and means of providing notifications to Users, provided that you have the right to cancel and delete your account on the Sites.* Lead Advisor is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. We recommend that you add our accounts to your email address book to help ensure you receive email notifications from us.

Under California Civil Code Section 1789.3, California users of the Services receive the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

E. Entire Agreement This Agreement, together with any amendments and any additional agreements you may enter into with Lead Advisor in connection with the Services, shall constitute the entire agreement and understanding between you and Lead Advisor concerning the Services. You acknowledge and agree that you have not relied upon any statement, promise or representation made or given by or on behalf of Lead Advisor, which is not set out in this Agreement or any document expressly referred to herein.

F. Compliance with Laws You agree to comply with all applicable laws, regulations and ordinances in the use of the Services and the conduct of your activities.

G. Confidentiality Pursuant to your use of the Services, you may receive information or be exposed to features and functionality that are not known or available to the general public, including, but not limited to, login credentials, technology, API Keys, dashboards, widgets, insertion codes, salary data and Salary Data Displays, and guidelines and documentation relating to the Services ("**Confidential Information**"). You agree that: (a) all Confidential Information will remain the exclusive property of Lead Advisor; (b) you will use Confidential Information only as is necessary for your use of the Services and in accordance with this Agreement; (c) you will not disclose Confidential Information to any third party; and (d) you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Agreement. You further agree not to share with, or otherwise disclose to, any third party, log-in credentials or any other mechanism that permits access to the Services or any other non-public area of the Lead Advisor websites.

H. Equitable Relief You acknowledge that a breach by you of any confidentiality or proprietary rights provision of this Agreement may cause Lead Advisor irreparable damage, for which the award of damages would not be adequate compensation. Consequently, Lead Advisor may institute an action to enjoin you from any acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and additionally, Lead Advisor may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which we may be entitled at law or in equity.

I. No Publicity You shall not publicly disclose, issue any press release nor make any other public statement, nor otherwise communicate with the media, concerning the existence of this Agreement or the subject matter hereof, or the relationship with us without the prior written approval of our legal department. You further agree not to misrepresent or embellish your relationship with us. You agree to refer any inquiry that you receive from the media or other third parties, concerning this Agreement, the Services, and/or Lead Advisor, to Info@lead-advisor.com and obtaining a read confirmation.

J. Survival Provisions relating to intellectual property, AI training rights, disclaimers, limitations of liability, and indemnification survive termination.

K. Electronic Contracting Your use of the Services includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY THIS AGREEMENT, AND THAT YOUR INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO TRANSACTIONS YOU ENTER INTO ON ANY LEAD ADVISOR SITES, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS.

L. Miscellaneous Any waiver of any provision of this Agreement will be effective only if in writing and signed by Lead Advisor. No failure by Lead Advisor to exercise, or to delay in exercising, any rights hereunder shall operate as a waiver hereof, nor shall any single or partial exercise of any right hereunder by Lead Advisor preclude any other or future exercise of that right or any other right hereunder by Lead Advisor. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from this Agreement.

