

Applicant **PRO**

Initial or Add-On Services Order Form

Date: 10/18/24

Initial Term: monthly

Account #

New Business

Section 1. Company Information

Company Information

Company Name: Burnet County, TX
Address: 220 South Pierce

Billing Contact Information

Name: Burnet County
Address: 220 South Pierce Burnet, Texas 78611
Email: sdenton@burnetcountytexas.org

Primary Contact Information

Name: Shelly Denton
Address: 220 South Pierce St. Burnet, TX 78611
Email: sdenton@burnetcountytexas.org



Total Employees/Tier
350



Go Live Date
11/12/24



Implementation Fee
0.00
(One-Time)



Total Monthly Rate
611.00

Offer shall expire and become void if not accepted by fully executing this form by:

Order Form and Add-on Services Agreement

Company hereby subscribes for the Services described herein below and agrees to pay the associated Fees for same, on the payment terms set forth in this Initial or Add-On Services Order Form ("Order Form"), and the Terms and Conditions referenced below (together, the "Agreement"). If any terms and conditions contained in this Order Form conflict with terms and conditions of any previously executed agreements regarding the same subject matter, the terms set forth in this Order Form shall supersede those conflicting terms. If this Order Form is entered into to add services to an existing account, the terms set forth in this Order Form shall apply as to the Services subscribed to herein, unless otherwise indicated in the Notes section hereof. **The Initial Term of the Agreement begins on the Effective Date (which shall serve as the Effective Date for all Documentation unless otherwise indicated in the Notes section herein). Billing begins on the Effective Date, regardless of whether or when Company begins using the Services.**

Billing Terms

Company hereby agrees to the billing terms associated with the product/service as described below:

- Applicant Tracking System, Assessments, Onboarding, and Recruitment Marketing require a 30 day notice to cancel services regardless of contract term length. Cancellations can be processed by contacting your account manager or emailing billing@applicantbilling.com
- RPO/RFS Services require a 7 day notice to cancel services prior to the start of the next subscription period. Cancellations can be processed by contacting your account manager or emailing billing@applicantbilling.com
- ApplicantPro does not issue refunds mid-subscription period or contract term. Any accounts in cancellation status will maintain access to the software or service until the end of the subscription or service period.
- Any requests for downgrade in services or features will require the same notification period and is subject to contract terms for eligibility and effective date.



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Company authorizes ApplicantPro to communicate directly with the Primary Contact about all aspects of the Services related to the items indicated herein. Company will indemnify, defend and hold harmless ApplicantPro and such other of ApplicantPro's directors, officers, employees, shareholders, members and Affiliates (as defined in the Terms and Conditions) from and against any Claims (as defined in the Terms and Conditions) arising out of or related to any Primary Contact's (or affiliated entities or individuals thereof) acts or omissions whatsoever related directly or indirectly to the Services.

Section 2. Summary of Service and Fees†

*Recurring Fees - Subscription

Item	Sub-Item	Billing Frequency	Rate
Standard Applicant Tracking		monthly	611
Total Recurring Fees			

* Company agrees to pay for subscription services in either monthly or annual payment frequencies. All payments for service are due on the subscription start date. Renewal invoices are generated 30 days in advance. All subscriptions automatically renew as month to month after initial contract terms. Company agrees to billing terms of service for notification of cancellation terms.

One-Time Fees

Item	Quantity	Total
Total Implementation and One Time Fees		

Recurring Fees	
Total Monthly Rate	611.00

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NOTICE- Company may subscribe to Bundled Services containing features Company may choose to access, in whole or in part, on the Effective Date or later. If Applicable, features of Bundled Services are listed in the Notes section below, along with any associated fees. If Company wishes to activate access to features of Bundled Services later, Company should contact ApplicantPro at (888) 633-9269. Company understands that activation of such features may involve the fees listed in the Notes below or other additional fees. Activation will be followed by a confirmation to Company by ApplicantPro memorializing the activation and showing the fee changes. Company understands and agrees that activation of any Bundled Services features after the Effective Date shall be governed by this agreement.

Section 3. The Agreement, Terms and Conditions, Order Forms, and Other Documents

The Agreement between the Company and ApplicantPro (together the "Parties," and each individually a "Party") means the Terms and Conditions contained at <https://admin.applicantpro.com/core/whitelabel/terms-of-service> (as may be amended from time to time), together with any additional terms and conditions below and any attachments to this Order Form hereto.

ApplicantPro Contact Information

ApplicantPro Headquarters: 8610 S. Sandy Parkway #100, Sandy, UT 84070
 ApplicantPro Mailing Address: 299 S. Main Street Suite 1300 PMB 96259, Salt Lake City, UT 84111
 Support Contact: support@applicantpro.com
 Billing Contact: billing@applicantpro.com
 Phone: 888-633-9269

ApplicantPro Banking Information:

Lockbox Standard Mailing Address: ApplicantPro Holdings, P.O. Box 738599, Dallas, TX 75373-8599
 Overnight Mailing Address: JPMorgan Chase (TX1-0029), Attn: ApplicantPro Holdings #738599, 14800 Frye Road, 2nd Floor, Ft. Worth, TX 76155

For Wire Transfers:
 Bank Routing and Transit Number: 021000021
 SWIFT Code: CHASUS33
 City and State: New York, New York
 For ACH Transactions - Bank Routing Number: 072000326

Section 4. Notes

Applicant PRO

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Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the last Party to sign below.

ApplicantPro Account Executive

DocuSigned by:
Justin McGary 10/18/2024
Signed 530FD42279024A0... Date

Justin McGary
Chief Sales Officer
justinmcgary@applicantpro.com

ApplicantPro
8610 S Sandy Parkway
Sandy, UT. 84070

Employer Authorization

Signed by:
Shelly Denton 10/29/2024
Signed 23A4D0632EG843F... Date

Name: Shelly Denton
Title: Assistant Human Resources
Email: sdenton@burnetcountytexas.org

Company Name: Burnet County
Address: 220 South Pierce
Burnet Texas 78611

Our Customers Are Our Heroes.

At ApplicantPro, we care, we are passionate, and we work as a team to help our customers and each other every day, which means we are always accountable for your and our own success, and we thank you for this opportunity. I like to say that ApplicantPro is more than big enough to deliver for you as you grow, yet small enough and agile enough to be there for you whenever you need us. My contact details are listed below, and should you have any questions that I can assist with now as you look to make your decision, but more importantly, should you choose to honor ApplicantPro with your business, over the coming years, then please do not hesitate to call or email.



Sincerely,

Heidi Barnett

Heidi Barnett, CEO
888-633-9269 heidibarnett@applicantpro.com

The results are in! People love ApplicantPro.

The Salt Lake Tribune
Software Advice

INC 5000
MW / Utah One Hundred



Certificate Of Completion

Envelope Id: 2C0FCD3A7CBB43C4A4FF5CCC29B3F861

Status: Completed

Subject: Complete with Docusign: ApplicantPro Sales Contract

Date Sent: 10/18/24

Source Envelope:

Document Pages: 4

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Maureen Valentine

AutoNav: Enabled

3688 E Campus Dr #150

Envelopeld Stamping: Enabled

Eagle Mountain, UT 84005

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

maureen@applicantpro.com

IP Address: 172.83.4.50

Record Tracking

Status: Original

Holder: Maureen Valentine

Location: DocuSign

10/18/2024 8:55:36 AM

maureen@applicantpro.com

Signer Events

Maureen Valentine

maureen@applicantpro.com

Burnet County, TX

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Justin McGary

justinmcgary@applicantpro.com

CSO

Eagle Mountain Chamber of Commerce

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Shelly Denton

sdenton@burnetcountytexas.org

Assistant Human Resources

Burnet County

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 10/18/2024 9:28:21 AM

ID: 9c0ea160-7e64-4463-80fc-ebf27a9b87b6

Signature**Completed**

Using IP Address: 172.83.4.50

DocuSigned by:
Justin McGary
530FD42279024A8...

Signature Adoption: Pre-selected Style

Using IP Address: 174.52.88.54

Signed using mobile

Signed by:
Shelly Denton
23A4D0632EC843F...

Signature Adoption: Pre-selected Style

Using IP Address: 192.208.58.34

Timestamp

Sent: 10/18/2024 8:56:50 AM

Viewed: 10/18/2024 8:57:00 AM

Signed: 10/18/2024 9:00:39 AM

Sent: 10/18/2024 9:00:40 AM

Viewed: 10/18/2024 9:06:47 AM

Signed: 10/18/2024 9:06:53 AM

Sent: 10/18/2024 9:06:55 AM

Viewed: 10/18/2024 9:28:21 AM

Signed: 10/29/2024 2:51:08 PM

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/18/2024 8:56:50 AM
Certified Delivered	Security Checked	10/18/2024 9:28:21 AM
Signing Complete	Security Checked	10/29/2024 2:51:08 PM
Completed	Security Checked	10/29/2024 2:51:08 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, ApplicantPro (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact ApplicantPro:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: shelleen@applicantpro.com

To advise ApplicantPro of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at shelleen@applicantpro.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from ApplicantPro

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to shelleen@applicantpro.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with ApplicantPro

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to shelleen@applicantpro.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify ApplicantPro as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by ApplicantPro during the course of your relationship with ApplicantPro.

Terms of Service

Below you will find ApplicantPro's terms and conditions and information about our cookie and privacy policies. We know we are giving you a great deal of information. ApplicantPro does this for one reason: we want you to have as much knowledge about what we do for you at ApplicantPro as is possible. We do not want you to wonder about any of our processes or procedures or guess as to what your interaction with ApplicantPro means. We want you to understand it, which is why we must explain it in detail. We urge you to read these terms or any section of interest to you. By using our sites, you are agreeing to proceed under these Terms of Service.

General Terms of Service

Last Updated: January 3, 2024

Introduction to ApplicantPro's Terms of Service

Each time you access or use ApplicantPro's online and/or mobile services and websites, including any ApplicantPro browser extension or plugin, regardless of where it is downloaded from (collectively, the "ApplicantPro Apps"), and any software, service, feature, product, program and element (including e-mail messages, notifications, and other messages) provided by or on behalf of ApplicantPro on or in connection with such services or websites (collectively, the "Site"), including any products, programs, and services described in these Terms of Service, (a) you represent that you have read and understand the [Privacy Policy](#), and (b) you are agreeing to the terms and conditions of these Terms of Service (the "Agreement") then in effect with the following entity or entities:

For Job Seekers:

- The Site is provided by ApplicantPro, 8610 S. Sandy Parkway, Sandy, UT 84070, USA

For Employers:

- The Site is provided by ApplicantPro, 8610 S. Sandy Parkway, Sandy, UT 84070, USA

Any references to "ApplicantPro" or "we" in this Agreement shall mean the applicable entity as set forth above.

The Site is made available for use only by individuals searching for employment openings, or services or information related to their personal employment or job search ("Job Seekers"), by individuals and/or organizations seeking information related to hiring or human resources, seeking Job Seekers, or seeking to make available information regarding employment openings, on their behalf or other's behalf, including but not limited to agencies purchasing for multiple parties and employment agencies ("Employers"). ApplicantPro may also act as an employment agency on behalf of Employers who purchase such services, through its affiliates. You acknowledge and agree that your license to use the Site is automatically revoked upon your attempt to use the Site for any other purpose. If you are accessing or using the Site in your capacity as an employee or other representative of an Employer, you are agreeing to this Agreement on behalf of yourself and such Employer, as applicable, and you represent and warrant that you have the authority to bind such Employer, as applicable, to this Agreement. If you are using assistive technology to access the Site and you need help, you can call ApplicantPro at 1-888-633-9269 (United States), or please email us at privacy@hiringoptimization.com or call us at 888-633-9269. You acknowledge that ApplicantPro owns a copyright in the Site, ApplicantPro Apps, and Services, including in compilations of information available through any of the foregoing.

ApplicantPro may reject, remove, or limit visibility to any User Content (as defined below), and ApplicantPro may disable any account or restrict your ability to use all or parts of the Site, for any or no reason without notice. Although ApplicantPro may indicate why User Content or an account has been removed or disabled, we cannot give every reason why User Content or an account may be removed. We always retain the right to remove any User Content or account if we feel it is in our interest or our Users' interest.

We may change this Agreement by notifying you of such changes by any reasonable means, including by posting a revised Agreement through the Site, on the Site. Any such changes will not apply to any claim brought prior to the date on which we posted the revised Agreement incorporating such changes, or otherwise notified you of such changes. Your access to or use of the Site following any changes to this Agreement will constitute your acceptance of such changes. The "Last Updated" legends in each section of the terms and conditions indicate when this Agreement was last changed. We may, at any time and without liability, modify or discontinue all or part of the Site (including access to the Site via any third-party links); charge, modify or waive any fees required to use the Site; or offer opportunities to some or all Site users.

This Agreement hereby incorporates by this reference any additional terms and conditions posted by ApplicantPro through the Site, or otherwise made available to you by ApplicantPro. In particular:

- If you access or use the ApplicantPro System (free and sponsored job postings, targeted ads, or organizing virtual hiring events) you are agreeing to be bound by the **ApplicantPro System Terms**
- For all other uses of the Site, you are agreeing to be bound by this **ApplicantPro General Terms of Service**.

For purposes of this Terms of Service, all references to "you" or "your" shall mean you, the individual, the employer or organization accessing this Site in your capacity as a Job Seeker or Employer. As a Job Seeker or Employer, you are permitted to use this Site and its content solely within the Terms specified herein.

1. Introduction

1. Acceptance of Terms

Your use of this Site or any of the services mentioned herein (collectively referred to as the "Service") is contingent upon your acceptance and adherence to the following Terms of Service ("Terms"). If you do not agree to abide by these Terms, we ask that you refrain from using the Site or Service. Your use or continued use of the Site and or Service serves conclusively that you consent and commit to these Terms.

2. Service Overview

2.1. Description of Service

This Agreement and these Terms hereby incorporates by this reference any additional terms and conditions posted by ApplicantPro through the Site, herein, or otherwise made available to you by ApplicantPro.

2.2. Access and Use

You must create an account to access and use the Service. You are responsible for maintaining the confidentiality of your account information.

By creating an account through the ApplicantPro site (the "Site") and choosing to upload personal information and a file resume, you are requesting and authorizing ApplicantPro to make available your resume to the business associated with the job listing. This in no way guarantees you an interview or job and should not be considered an endorsement of your listed qualifications for any job that you may be interested in.

ApplicantPro is not responsible for the appearance of your resume because of the various file types that are used to convert documents to a readable format. ApplicantPro assumes no responsibility and disclaims all liability.

ApplicantPro may share the information you have provided with partners and affiliates for the purposes of providing additional jobs services related to the purpose for which you provided the information. Please see the ApplicantPro Privacy Policy for additional information on how we protect and use your information.

ApplicantPro System Terms

These ApplicantPro System Terms (the "ATS Terms") form a part of, and are incorporated into, the **ApplicantPro Terms of Service** (the "Agreement"), and apply to any Employer that accesses or uses the ApplicantPro System offering, or that otherwise indicates its acceptance of these ATS Terms. By agreeing to the ATS Terms, you also agree to the **ApplicantPro Terms of Service**.

Any capitalized terms that are used but not defined in these ATS Terms have the meaning set forth in the Agreement.

Use of the ApplicantPro System ("System") by an individual/Job Seeker who posts his or her resume on the Site (hereinafter, "Resume Owner") or Employer on or through the Site is subject to all applicable ApplicantPro best-practice guidelines, policies and other terms and conditions made available to you, including through the Site, on the subscription or plan purchase page, and on the FAQ and information page(s) for the country you are purchasing a subscription or plan for, any or all of which may be modified at any time. You agree and acknowledge that the System pricing and offerings are subject to change. Purchasing additional subscriptions or plans or modifying subscriptions or plans may reset the monthly billing date for subscriptions or plans associated with your account, resulting in pro rata charges to account for the new date. You shall not use any information obtained from the Site except for internal use in selecting and contacting Resume Owners, through ApplicantPro, for the purpose of filling your Job Listings. You shall not use the ApplicantPro System for any directly or indirectly illegal, discriminatory, or fraudulent purpose. You are solely responsible for your use of the System, including but not limited to, how you search for Job Seekers, who you decide to contact, and any employment related decisions you make. Contact information provided by ApplicantPro, including any Relay Service email address, is for your individual use only and may not be shared with any other person. You are expressly forbidden from using any product or system intended to extract the information from a Resume, in order to circumvent the Resume contact system. Use of such a product or system will result in your immediate termination from the System. In addition, as a feature of the ATS, ApplicantPro may send emails to Resume Owners on your behalf indicating that your Job Listing is potentially a match for their resume. In some circumstances, ApplicantPro may limit the number and/or frequency of times you may contact a Resume Owner through the Site. For example, if you contact a Resume Owner, and the Resume Owner does not express interest or contact you back, you may not be able to contact them again for a period of time.

IMPORTANT NOTICE: YOU EXPRESSLY AGREE THAT: in purchasing or obtaining access to the System, you are paying ApplicantPro the amount indicated on the Site for the purpose of ApplicantPro facilitating your contact with a Resume Owner by sending a message to the email address that the relevant Resume Owner has provided to ApplicantPro, or by connecting you via phone call to the number provided by the Resume Owner. Your use of the System is subject to all ApplicantPro Site Rules and policies, including the ApplicantPro Privacy Policy and any policies pertaining to Relay Services. ApplicantPro does not guarantee that the email address is still in use, that such message will be received, read, or acted upon by any potential Resume Owner, or that any Resume Owner's resume or information thereof is valid, accurate or complete in any respect. **ApplicantPro may return different results for the same Applicant Tracking System query and has full discretion with respect to the resumes or profiles it presents in response to any particular search.** ApplicantPro does not allow its System, including but not limited to, resume contact service to be used in a spam like manner, and you expressly agree not to use the System service in such manner. ApplicantPro defines "spam like manner" as sending requests for job positions to persons who are, as indicated by ApplicantPro experience and/or Resume Owner behavior and reaction, unsuited for the role or who have indicated that such requests are unwanted. ApplicantPro reserves the right to disable ApplicantPro System contact service for any user who, in ApplicantPro's sole discretion, violates these ATS Terms, including the foregoing term. We reserve the right to drop any message, including without limitation dropping any message with an .ade, .adp, .bat, .chm, .cmd, .com, .cpl, .exe, .hta, .ins, .isp, .jar, .jse, .lib, .so, .dll, .lnk, .mde, .msc, .msp, .mst, .pif, .scr, .sct, .shb, .sys, .vb, .vbe, .vbs, .vxd, .wsc, .wsf, .wsh, or .zip attachment or any other attachment containing scripts, macros, or other code, or other messages that ApplicantPro suspects to be malicious or spam, or for any or no reason. **The only acceptable use of the ATS is for you to contact a Resume Owner through ApplicantPro regarding a Job Listing or potential employment. No other uses of the ATS are permitted.** Scraping or data mining the ApplicantPro System database, which may include any Job Seeker Resume, or using the ApplicantPro System database for any other purpose except as allowed will result in legal action being taken against you. We may in our sole discretion place limits on your ability to run searches using Applicant Tracking System if we suspect that your use may adversely affect ApplicantPro's system, you are using the Applicant Tracking System in a malicious or objectionable manner, or you have violated this Agreement. Additionally, if you are a competitor of ApplicantPro (including but not limited to any job aggregation website or any job posting websites) you may not use the ApplicantPro System database to contact a Resume Owner for the purpose of sending them a job offer from your clients, and any such competitive use of the ApplicantPro System database may result in ApplicantPro blocking you from the Site, blocking you from contacting Resume Owners, and blocking your contact emails to those Resume Owners without notice and you consent to the same. ApplicantPro may limit the number of devices each account is logged into. Each Resume subscription or plan is solely for the individual use of the person to whom it is assigned, and may not be shared with other users.

In the event phone numbers are provided by the Resume Owner in the resume, ApplicantPro does not guarantee their validity and cannot confirm whether such numbers are landlines or cell phones. You agree to call Resume Owner regarding relevant job opportunities only. It is your sole responsibility to comply with all TCPA guidelines, as well as other laws against automated telephone dialing systems or laws governing phone or mobile communications in your applicable jurisdiction.

Information contained in Resume Owner resumes is self-reported by Job Seekers, may be outdated or inaccurate, and is not verified by ApplicantPro. Any filtering, sorting, matching, or ranking tools available to you as part of the Applicant Tracking System rely on this Job Seeker-provided information and/or information you provide to ApplicantPro about your job requirements or preferences. The appearance of a given Job Seeker's resume in search results or as a match is not a guarantee that the Resume Owner has the attributes or experience you have selected or that they would be interested in a job. When you use the System, ApplicantPro does not guarantee that you will see desirable, or any, search results in response to each query or that you will see desirable, or any, daily matches. You are solely responsible for determining or verifying any Resume Owner provided information, including whether a Resume Owner / Job Seeker has a certain license, certification, or security clearance. **In a product on the Site, you may see a verification of a Job Seeker's skills, certifications, or other qualifications. ApplicantPro does not guarantee the accuracy of such verifications or information, and you are solely responsible for verifying information on the Site.**

Once you have requested that ApplicantPro contact a Resume Owner, you may not revoke such request. Cancellation of your use of the ATS shall be in accordance with any cancellation policies listed on the Site. ApplicantPro reserves the right to cancel any subscription at any time and for any or no reason. ApplicantPro may immediately cancel, update or modify the System or these ATS Terms in our sole discretion at any time without liability and your use of the System after notice that the System or these ATS Terms have changed indicates acceptance of the updated ATS Terms. All Sections of these Terms will survive any expiration or termination of these ATS Terms.

You represent and warrant that all information you provide to ApplicantPro is correct and current. You represent to ApplicantPro that you are an Employer interested in considering the Resume Owner as a potential employee. APPLICANTPRO'S PROVISION OF THE SYSTEM AND THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITH RESPECT TO THE SYSTEM AND YOUR USE THEREOF, APPLICANTPRO AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY THAT ANY EMAIL ADDRESS THAT HAS BEEN PROVIDED TO APPLICANTPRO IS VALID, THAT ANY EMAIL SENT BY APPLICANTPRO AT YOUR REQUEST WILL REACH THE INTENDED RECIPIENT, THAT ANY INTENDED RECIPIENT OF ANY SUCH EMAIL WILL READ SUCH EMAIL, OR THAT ANY SUCH INTENDED RECIPIENT WILL ACT UPON SUCH EMAIL. 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Refunds (if any) are at the absolute discretion of ApplicantPro and only in the form of credit for ApplicantPro services. You acknowledge and agree that any credit card, bank account, and related billing and payment information that you provide to ApplicantPro may be shared by ApplicantPro with companies who work on ApplicantPro's behalf, such as payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment to ApplicantPro and servicing your account. ApplicantPro may also provide information in response to valid legal processes, such as subpoenas, search warrants and court orders, or to establish or exercise its legal rights or defend against legal claims. ApplicantPro shall not be liable for any use or disclosure of such information by such third parties. All withholding tax remittances to the government are your sole responsibility and ApplicantPro shall have no liability whatsoever, therefore. Invoices may be provided to you via electronic mail, unless otherwise specified by ApplicantPro. If you purchase a subscription or plan, you acknowledge and agree that your subscription or plan will automatically renew and ApplicantPro will charge you on a recurring basis until you cancel your subscription or plan and such cancellation goes into effect, which may not be until the next billing cycle. Pausing your subscription or plan does not cancel it. Your subscription will continue to automatically renew after being unpaused. The applicable billing cycle (e.g. monthly or annual, etc.) will depend upon the terms agreed upon. You shall indemnify, defend and hold harmless ApplicantPro, its agents, affiliates, and licensors from any third-party claim or liability (including without limitation reasonable legal fees) arising out of your use of the System, including but not limited to, how you conduct the search, any contact you have with the recipient (or intended recipient), any email you request to be sent pursuant to these ATS Terms, any phone call or text message you make to a recipient, and activities of any third party service provider you engage to facilitate your sourcing activities through the System, such as our Applicant Tracking System (ATS). ApplicantPro Resume Marketing, Assessments, Job Boards and Career Sites, Career Sites and Background Checks are all part of our ATS is an online tool. You agree that any use of the above services will bind you to the terms of ATS. ATS is used by Employers to source and track a Job Seeker and is done so at your sole request, and you represent and warrant that you have that Job Seeker's consent for ApplicantPro to contact that Job Seeker for the purpose of tracking the Job Seeker you have selected. You also acknowledge that once you have used any of the selected services through the ATS to track a Job Seeker, that request cannot be canceled. ApplicantPro does not guarantee that any Job Seeker will receive, access, read or respond to you, or that there will be no mistakes in the transmission of the data. However, ApplicantPro may alert you when any of the above events occur. You agree you have made the determination to use ApplicantPro Assessments as part of your application process, and that the types of questions asked in any Assessment or bundle of Assessments you send to a Job Seeker are solely being asked by you and are not being asked by ApplicantPro. Except for third party Assessments, ApplicantPro offers Assessments solely in its capacity as a developer and publisher. You agree you are solely responsible for the use of Assessments and Responses in compliance with the law, including the Fair Credit Reporting Act and similar state statutes. You are solely responsible for your use of ApplicantPro Assessments, including without limitation any results which are considered to have a "disparate impact." You further agree that you are solely responsible for offering alternative methods of screening, if so, required by the Americans with Disabilities Act or any other equivalent or similar law. You acknowledge that ApplicantPro may, but is not obligated to, provide a means by which Job Seekers may request such an alternative method or other accommodation from you. While ApplicantPro is guided by WCAG 2.1, Level AA in our efforts to design and develop accessible offerings, as outlined in the accessibility statement, each disability is unique and ApplicantPro does not warrant that the method of delivery of any Assessment question is compliant with the Americans with Disabilities Act or any equivalent or similar law. You are the sole party to determine which Assessment to send to any Job Seeker. You agree that an Assessment is only designed to evaluate a particular knowledge, skill, or ability. It does not evaluate a Job Seeker's qualification for any job nor their ability to safely perform a job. Whether a particular skill is relevant to a job, or whether a Job Seeker is qualified or appropriate for a job, is decided solely by you. You agree to use an Assessment in combination with other selection and hiring processes, and not as the sole measure of any candidate's fitness for a job. You agree to use an Assessment to measure only those knowledge, skills or abilities and/or other characteristics that are 1) job-related and 2) required for a candidate's first day on the job. ApplicantPro reserves the right to change any Assessment, or the questions asked within an Assessment at any time, for any or no reason, including but not limited to quality control.

Sending an Assessment to a Job Seeker does not guarantee a Response or any further communication or action by any Job Seeker. You consent to your Assessment and any other communications sent through ApplicantPro Assessments being processed and analyzed by ApplicantPro according to this Agreement and ApplicantPro's Privacy Policy.

You understand that Job Seekers provide a Response to an Assessment at their sole discretion. After a Job Seeker has provided a Response, You will be able to use the ApplicantPro Assessments platform to review the Response. In the case of a third-party Assessment, you may only be able to view limited information, such as a link to the final result of the Assessment. A Job Seeker may also have the option to select an Assessment and associate the Response with their ApplicantPro Profile, which will be visible to Employers in accordance with our Terms. If there are multiple versions of the same Assessment, the Response percentile for any Job Seeker will be determined only in relation to other Responses to the same version of that Assessment. Assessments created, published, or administered by third parties other than ApplicantPro are scored in accordance with the scoring rubrics as determined solely by such third parties.

As an Employer you are the sole party to determine whether a Response, including but not limited to a result, indicates a qualified Job Seeker. You may instruct ApplicantPro to send out rejection notices if the Job Seeker has not responded to Assessments in a manner acceptable to you, and you acknowledge that ApplicantPro has no discretion in the transmission of these rejections. As the employer, you are the sole party to determine whether to offer a Job Seeker the opportunity to retake any Assessment that you sent or update or modify their Response.

You acknowledge and agree that Responses are only provided on the condition that you use them responsibly and legally as part of your hiring process, which includes considering any other relevant information about the Job Seeker. ApplicantPro may display excerpts from or summaries of Responses in other products such as ApplicantPro Resume. These summaries are for convenience only and are not to be used in lieu of the full Response in context. You agree not to rely solely on such excerpts or summaries when making a hiring decision regarding any Job Seeker.

As an Employer, you represent and warrant that you shall not access or use ApplicantPro Assessments for any directly or indirectly illegal, discriminatory, or fraudulent purpose. You shall not create or send any Assessment which is directly or indirectly illegal, discriminatory, fraudulent, threatening, abusive, libelous, defamatory, obscene, or otherwise objectionable, or that contains sexual, ethnic, racial or other discriminating slurs, or that contains no relevant or constructive content. You shall not create or send any Assessment containing proprietary information, trade secrets, confidential information, advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us in writing).

ApplicantPro Assessments is not a tool to ask for sensitive personal data from Job Seekers. Employers may not create or send any Assessment which seeks highly confidential personal information from Job Seekers, such as bank account or credit card information, online account information, social security numbers (or similar counterparts outside the United States of America), health information, or other categories of personal data subject to data breach notification requirements in any country.

An Employer who receives an accommodation request through ApplicantPro Assessments must provide accommodation to the extent required by applicable law, and further must provide evidence of compliance to ApplicantPro immediately upon request. Any failure to fulfill these obligations is a material breach of this Agreement and ApplicantPro may immediately terminate your account and your access to ApplicantPro Assessments with no further obligation to you. You agree to defend and indemnify ApplicantPro from any claims arising from your failure to comply with this section.

You understand and agree that ApplicantPro does not have any obligation to screen any Assessment or Response, or to publish any Assessment or Response on the Site, and may exclude or remove any Assessment or Response from the Site for any or no reason without liability or notice.

ApplicantPro does not act as an employment agency by offering the ApplicantPro Assessments tool. By using ApplicantPro Assessments, you acknowledge and agree that ApplicantPro is not procuring employees for Employers or procuring opportunities to work for Job Seekers. ApplicantPro merely provides a tool enabling Employers and Job Seekers to exchange Assessments and Responses as they determine. The sole responsibility for the content of any Assessment or Response, any decision to proceed or not to proceed with interviews or offers, any issues arising from an acceptance or denial of employment, and any other issues arising from the use of ApplicantPro Assessments, is solely with Employers or Job Seekers as applicable.

ApplicantPro cannot confirm the information submitted by any Job Seeker, or other user, including the identity of any user. ApplicantPro does not inquire into the backgrounds of Job Seekers or attempt to verify the statements of Job Seekers. You are responsible for conducting any background checks, reference checks, or other due diligence that you may require before making an offer of employment to a Job Seeker. You are responsible for complying with all laws and regulations relating to the intended employment of any Job Seeker. Further, for any skill area in which formal licenses or certifications may exist, Assessments do not act as a substitute for such license or certification and do not speak to whether a Job Seeker is qualified for or has such a license or certification. It is the Employer's sole responsibility to determine what licenses or certifications are required for their job and whether a Job Seeker has such license or certification. ApplicantPro also makes no statement as to whether a particular skill is necessary for a job and it is an Employer's sole responsibility to make such a determination (or seek appropriate legal counsel to do so), in accordance with the EEOC regulations or other applicable laws.

ApplicantPro utilizes artificial intelligence (AI) technology to match with potential job opportunities. While our AI algorithms are designed to enhance the recruitment process, we want to make it clear that the matching process is based on data analysis and patterns and may not be exhaustive or error-free, users are urged to use with caution.

Important Points to Note:

Algorithmic Matching: Our AI algorithms analyze various data points, including skills, experience, and preferences, to generate candidate matches. However, the matching process is based on available data and patterns and may not account for every individual nuance.

Human Involvement: While AI plays a significant role in the initial matching process, our experienced human recruiters are involved in the final candidate selection. Human judgment and expertise are crucial in assessing intangible qualities that AI may not capture.

Dynamic Job Market: The job market is dynamic, and candidate preferences and skills evolve. The accuracy of matches can be influenced by changes in the job market, industry trends, and individual candidate profiles.

Candidate Responsibility: Candidates are responsible for providing accurate and up-to-date information on their profiles. Inaccurate or outdated information may impact the effectiveness of the matching process.

Data Security and Privacy:

We take data security and privacy seriously. Candidate information is handled with the utmost confidentiality, and we adhere to all relevant data protection laws and regulations.

Feedback and Assistance:

We welcome feedback from both candidates and employers to continuously improve our matching algorithms. If you have concerns or questions, please contact ApplicantPro.

By using our candidate matching services, you acknowledge and agree to the terms outlined in this disclaimer.

ApplicantPro is not a party to, third party beneficiary of, or liable for, any agreements, offers, or promises between an Employer and Job Seeker, regardless of whether ApplicantPro receives a fee from the Employer in connection with the transaction. ApplicantPro will not be liable for any costs or damages arising out of or related to such transaction.

ApplicantPro assumes no responsibility, and disclaims all liability, for the content, accuracy, validity, completeness, legality, reliability, or availability of the Site, the ApplicantPro Assessments tool, and any Assessment or Response.

ApplicantPro Assessments is currently free for Employers. ApplicantPro may, in its sole discretion and at any time, end Employers' free use of ApplicantPro Assessments and begin to charge Employers to use ApplicantPro Assessments as a standalone product or in conjunction with an Employer's use of any other ApplicantPro product.

You agree to keep all information gained from using ApplicantPro Assessments confidential. You agree that (1) you will use any content submitted by Job Seekers only in accordance with applicable privacy and data protection laws; (2) you will not disclose the names or identities or share the profile of any Job Seekers outside of your recruiting or hiring department; and (3) you will take appropriate physical, technical and administrative measures to protect content you obtain through use of ApplicantPro Assessments from loss, misuse, unauthorized access, disclosure, alteration or destruction.

APPLICANTPRO ASSESSMENTS AND ALL MATERIALS, INFORMATION, ASSESSMENTS, RESPONSES, PRODUCTS, AND SERVICES AVAILABLE ON OR THROUGH APPLICANTPRO ASSESSMENTS, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH NO WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED. APPLICANTPRO EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY THAT ANY ASSESSMENT OR RESPONSE, INCLUDING BUT NOT LIMITED TO A RESULT, THAT HAS BEEN PROVIDED TO APPLICANTPRO IS VALID OR ACCURATE, THAT ANY ASSESSMENT OR RESPONSE ACCURATELY OR COMPREHENSIVELY EVALUATES A PARTICULAR SKILL OR IS RELATED TO ANY JOB REQUIREMENT, THAT ANY COMMUNICATION (INCLUDING WITHOUT LIMITATION ASSESSMENTS AND RESPONSES) WILL REACH THE INTENDED RECIPIENT, THAT THE INTENDED RECIPIENT OF THE COMMUNICATION SENT AT YOUR REQUEST WILL READ IT, OR THAT THE INTENDED RECIPIENT OF YOUR COMMUNICATION WILL ACT UPON IT. APPLICANTPRO EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION NON-INFRINGEMENT, TITLE, SERVICE QUALITY, MERCHANTABILITY, AND FITNESS FOR ANY PURPOSE. APPLICANTPRO DISCLAIMS ANY WARRANTY THAT APPLICANTPRO ASSESSMENTS WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED. YOU USE APPLICANTPRO, THE SITE, AND APPLICANTPRO ASSESSMENTS AT YOUR OWN RISK. APPLICANTPRO DOES NOT GUARANTEE THAT THE SITE OR APPLICANTPRO ASSESSMENTS WILL ALWAYS BE ERROR FREE, SAFE, OR SECURE.

EXCEPT FOR YOUR BREACH OF THIS SECTION (CONFIDENTIALITY) OR INDEMNIFICATION AMOUNTS PAYABLE HEREUNDER, TO THE FULLEST EXTENT PERMITTED BY LAW: (a) NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; AND (b) EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER IS LIMITED TO AMOUNTS PAID OR PAYABLE TO APPLICANTPRO BY YOU.

You agree to defend, indemnify and hold harmless ApplicantPro from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) your violation of any term of this Agreement; (b) your use of, and access to, ApplicantPro Assessments or the Site; (c) your loss of, or disclosure of, information gained from using ApplicantPro Assessments or the Site; (d) your violation of any applicable laws or regulations, including but not limited to the Fair Credit Reporting Act, any applicable employment, equality, or discrimination laws, and any applicable data protection or privacy laws (this includes any claims that ApplicantPro as your agent violated any such laws); (e) your violation of any third party right, including without limitation any copyright, property, or privacy right; (f) any claim that your content caused damage to a third party; (g) your decision to add, create, or use an Assessment, including, but not limited to, a hiring event, scheduled interview, or as part of a job application; or (h) your actions as an Employer, including without limitation doing or not doing the following: screening, hiring, promoting, or demoting any employee or Job Seeker. You also agree that you have a duty to defend ApplicantPro against such claims. You agree that this indemnity extends to requiring you to pay for ApplicantPro's reasonable attorneys' fees, court costs, settlements and disbursements. This defense and indemnification obligation will survive this Agreement and your use of ApplicantPro Assessments.

ApplicantPro may suspend ApplicantPro Assessments, the Site, your account, or any other provision of tools to you, and we may terminate this Agreement with you, at our sole discretion, at any time, with or without notice. If you wish to terminate this Agreement, you may do so by notifying ApplicantPro at any time and closing your account. All provisions of this Agreement which by their nature should survive termination shall survive termination, including without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.