



ACCEPTABLE USE POLICY

This Acceptable Use Policy (the “**Acceptable Use Policy**”) is part of the Subscription Agreement by and between Subscriber and iCIMS, Inc. (the “**Agreement**”). In the event of a conflict between this Acceptable Use Policy and the Agreement, unless otherwise expressly provided, the Agreement will control. All capitalized terms not defined herein have the meaning ascribed to them in the then-current Subscription Agreement found at <https://icims.com/gc/>.

1. Proper Use

Subscriber shall, and shall ensure that its Users, comply with this Acceptable Use Policy, the Agreement and all Documentation. iCIMS may deny Subscriber or any User use of the Subscription as may be required by iCIMS to effectuate its rights and obligations under or otherwise enforce this Acceptable Use Policy or the Agreement. iCIMS shall use commercially reasonable efforts to give Subscriber advance notice of any denial of such use, if practicable and not injurious to the legitimate commercial interests of iCIMS and its Affiliates. iCIMS shall not be responsible or liable for any use of the Subscription by the Subscriber, its Affiliates or Users that violates the terms of this Acceptable Use Policy.

2. Restrictions

Subscriber understands, acknowledges and agrees that it shall not, except as otherwise set forth in Agreement or expressly agreed to by iCIMS in writing: (i) copy or reproduce any Subscription in any form or medium; (ii) modify, reverse engineer, decompile, adapt, restructure, rearrange, reorganize, recompile, reformat, create derivative works of, change, or add to any Subscription or in any way attempt to reconstruct or discover any source code or algorithms of the Subscription, or any portion thereof, by any means whatsoever; (iii) remove any copyright, proprietary rights, or restrictive legends, or bypass or disable any protections that have been put in place against unlicensed use of the Subscription and/or third party data; (iv) remove iCIMS’ or its Affiliate’s, or licensor’s legends and notices on any and all permitted copies, adaptations, and rearrangements of the Subscription (or part thereof); (v) provide, or otherwise make available, the Subscription to any third party; (vi) fail to take appropriate action with its employees, agents, and subcontractors, by agreement or otherwise, necessary to satisfy its obligations under this Acceptable Use Policy or the Agreement with respect to the use, copying, protection, and security of the Subscription and/or Subscriber Data; (vii) engage in any use, including copying, modification, redistribution, publication, display, performance or retransmission, of any portions of any Subscription, other than as expressly permitted by this Agreement, without the prior written consent of iCIMS, which consent iCIMS may grant or refuse in its sole and absolute discretion; (viii) use in the Subscription any robot, spider, automatic device or technology to act as a headless user that is able to execute automations using the same interactions and interface as a human; (ix) use the Subscription to send messages that violate applicable laws, rules, and regulations; or (x) use the Subscription to collect, process, or store Subscriber Personal Data (as defined in the Data Processing Addendum) pertaining to minors in violation of applicable laws, rules and regulations. iCIMS, in its sole discretion, may delete and/or remove any Subscriber Data used in connection with the Subscription which violates the terms of this Acceptable Use Policy.

3. Prohibited Uses

Subscriber understands, acknowledges and agrees that it shall not use any Subscription to knowingly: (i) impersonate any person or entity or falsely state or otherwise misrepresent affiliation with any person or entity; (ii) intercept any data not intended for Subscriber or its Users; (iii) perform any hack (ethical or of any other nature), including probing, scanning, or testing (or attempt to do any of the foregoing), loads, penetration, technical security, or other vulnerability of the Subscription or otherwise breach security or authentication measures; or (iv) use the Subscription for any illegal or unlawful activity. Subscriber agrees that it shall not use any Subscription to upload, post, email, transmit, store, distribute or otherwise make available: (a) any content, or engage in any behavior, action, or conduct, that is unlawful, harmful, untrue, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, fraudulent, deceptive, illegal, invasive of another’s privacy, hateful, racist, or otherwise objectionable; (b) any unsolicited or unauthorized messaging (as further set forth in Section 7 below); (c) any Subscriber Data, or otherwise provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources), to any person(s) or organization(s) designated by the United States government as a foreign terrorist pursuant to section 219 of the Immigration and Nationality Act or otherwise in violation of any U.S. export control restrictions; (d) any Subscriber Data or otherwise provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources), to any person(s) or organization(s) in countries sanctioned by the U.S., United Kingdom or European Union (EU) or to those individuals or entities named to a restricted person or party list of the U.S., United Kingdom, or EU, including the sanctions lists maintained by the U.S. Office of Foreign Assets Control or the Denied Persons List or Entity List maintained by the U.S. Department of Commerce, in violation of applicable sanctions law(s); (e) a time bomb, worm, virus, malware, ransomware, lock, drop-dead device, or other similar component of software or electronically stored information that is intended in any manner to: (1) damage, destroy, alter, or adversely affect the operation of the Subscription or any software, hardware, or a service in connection with which the Subscription is used; or (2) reveal, damage, or alter any Subscriber Data, or

any other software, hardware, or information of or relating to another person or entity; or (f) any incorrect or misleading Subscriber Data.

4. Limitations

Except as otherwise set forth on the applicable Order Form and/or Statement of Work, Subscriber understands and acknowledges that iCIMS may establish, as described in the Documentation, user, technical or other limits concerning Subscriber, its Affiliates and Users use of the Subscriber Data and their use or access to the Subscription (or part thereof). iCIMS shall provide Subscriber with commercially reasonable notice (which for purposes of this Limitations Section may include notice by update to the applicable Documentation in accordance with the Agreement) of any such new practices or limits to the specific Subscriptions (i.e., the particular product(s), offering(s), portal(s), module(s), line item(s) to which such new practices or limits pertain) ("**Affected Subscription**") pursuant to the terms thereof. If Subscriber provides iCIMS with written notice of any objection to such new practices or limits to the Affected Subscription within fifteen (15) days of iCIMS' notice thereof, such new practices or limits to the Affected Subscription will not be effective until Subscriber and iCIMS have reached an agreement with respect to such change, practice, or limit to the Affected Subscription. In the event an agreement cannot be reached within sixty (60) days from Subscriber's objection to such notice, such new practice or limit to the Affected Subscription will not be effective as to Subscriber for the remainder of the Subscription Period, provided that iCIMS may, in its sole discretion and upon thirty (30) days written notice to Subscriber, terminate the Affected Subscription for convenience, and Subscriber's sole remedy for iCIMS' termination hereunder will be a refund of any pre-paid but unused fees specific to the Affected Subscription.

5. Named Users

Subscriber shall ensure that only named Users access or use the Subscription and that each named User is a unique person. Use of a non-iCIMS intermediate user interface, portal, or page to aggregate data, information, or actions from multiple individuals or users into the Programs will be deemed separate named Users under this Agreement. Further, sharing of usernames and/or passwords for access to the Subscription is prohibited and Subscriber shall be responsible for its Users misuse of any usernames or passwords to access the Subscription.

6. Consents & Authorizations

Subscriber understands, acknowledges and agrees that: (i) iCIMS is not a covered entity or a business associate for purposes of the U.S. Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder; (ii) Subscriber shall not, and shall ensure each User does not, use the Subscription to submit, upload, process or store any health-related information, as the basis for any health-related decisions, or in connection with performing any health care related functions or activities requiring the disclosure, processing or storing of any health-related information. Further, Subscriber is solely responsible for determining the form of and providing or obtaining any notices, consents and/or authorizations, if any, required by any applicable laws or regulations associated with the collection, use, disclosure, transfer, or other processing of, or access to, any Subscriber Data.

7. E-Mail Message Compliance

Subscriber shall comply with the following when sending e-mail messages through the Subscription: (i) use only permission-based marketing e-mail message lists (i.e., lists in which each recipient has expressly granted permission to receive e-mail messages from Subscriber by affirmatively opting-in to receiving those e-mail messages); (ii) always include a working "unsubscribe" mechanism in each e-mail message that allows the recipient to opt-out from an e-mail mailing list except as otherwise required or set forth by applicable law; (iii) comply with all requests from recipients to be removed from email mailing lists within ten (10) days of receipt of the request or the appropriate deadline under applicable law; (iv) maintain, publish, and comply with a privacy policy that meets all applicable legal requirements, whether or not Subscriber controls the sending of the e-mail message; and (v) include in each e-mail message: (a) a link to a then-current privacy policy applicable to that e-mail message, and (b) a valid physical mailing address or a link to that information. While using the Subscription, Subscriber shall not: (1) send e-mail messages to addresses obtained from purchased or rented digital message lists; (2) use third party message addresses, domain names, or mail servers without proper permission; (3) routinely send e-mail messages to non-specific addresses (e.g., webmaster@domain.com or info@domain.com); (4) send e-mail messages that result in an unreasonable number of spam or similar complaints (even if the e-mail messages themselves are not actually spam); (5) disguise the origin, or subject matter of, any e-mail message or falsify or manipulate the originating message address, subject line, header, or transmission path information for any e-mail message; (6) send offers for the purpose of obtaining personal information or generating leads for third parties; (7) send "chain letters," "pyramid schemes," or other types of messages that encourage the recipient to forward the content to strangers; (8) send to lists of addresses that are programmatically generated or scraped from the internet; (9) employ sending practices, or have overall message delivery rates, which negatively impact or has adverse effects on the Subscription; or (10) import, or incorporate into, any contact lists or any other similar lists that you may upload to the Subscription, any of the following information: social security numbers, national insurance number, credit card data, passwords, security credentials, bank account numbers, or sensitive personal, health, or financial information of any kind.

Subscriber acknowledges and understands that other terms, conditions, and policies may apply to its use of Communication Products as further detailed in Section 8 (Phone Number Providers) below.

8. Phone Number Providers (if applicable)

Some products used by the Subscriber as part of the Subscription may enable Subscriber to send messages through a phone number and/or short code using SMS or other methods. iCIMS engages third-party vendors to provide the phone number(s) and short code(s) that Subscriber uses to communicate through the applicable product. If Subscriber elects to use a product as part of the Subscription that involves phone number(s) or short code(s), Subscriber will be notified which third-party vendor will be providing it with the phone number(s) and/or short code(s) through its “User Preferences” page of its platform. The vendors currently used, along with a link to their respective terms, conditions, and policies are as follows:

- [Twilio](#)
- [Vonage](#)

Subscriber understands, acknowledges and agrees that its use of phone number(s) and/or short code(s) within the Subscription must conform and comply with the guidelines set forth by the [CTIA](#) (Cellular Telecommunications Industry Association), the [CWTA](#) (Canadian Wireless Trade Association), the [ETNO](#) (European Telecommunications Network Operators’ Association), and the [GSMA](#) (Global System Mobile Association), as applicable. Subscriber’s use of the Subscription must comply with all laws and regulations governing communications to or from message recipients, including, but not limited to, the U.S. CAN SPAM Act, U.S. Telephone Consumer Protection Act (“TCPA”), Canadian Anti-Spam Legislation, S.C. 2010, c. 23, and any other applicable federal, state, local or foreign laws.

In the event Subscriber chooses to subscribe to a product that enables sending SMS and/or similar messages utilizing phone numbers or short codes, Subscriber acknowledges and agrees that Subscriber is solely responsible for complying with all terms, conditions, guidelines and policies of the organizations listed above, and any other similar self-regulatory organizations, as applicable.