

ACCEPTANCE

Welcome to Cyberhire and the terms and conditions of our Service (Terms of Use). Cyberhire's website, third Party links, interactive advertisements and/or technical applications (Cyberhire online tools), together with any materials and services available therefrom, that are operated by Cyberhire and/or third-party affiliates and/or strategic partners are governed by the terms of Use as set forth below. Our Terms of Use and Privacy Policy govern your access to and use of our services, including our online tools which provide you access and use of our services. The access and use by you of our online tools automatically constitute a legally binding contract between you and Cyberhire.

Our Privacy notice, also set forth below, describes how Cyberhire may use and disclose information that is collected by Cyberhire that you provide to us and that we collect from you and other users through the Cyberhire online tools.

PLEASE REVIEW THE TERMS OF USE CAREFULLY TO ENSURE THAT YOU UNDERSTAND THEM AND AGREE TO THEM. YOUR ACCESS TO AND/OR USE OF CYBERHIRE'S ONLINE TOOLS AND THE INFORMATION PROVIDED THROUGH THE ONLINE TOOLS SHALL CONSTITUTE YOUR ACKNOWLEDGEMENT OF HAVING READ AND UNDERSTOOD THESE TERMS OF USE AND YOUR ACCEPTANCE OF AND CONSENT TO BE BOUND BY THE TERMS OF USE AND PRIVACY POLICY. IF YOU DO NOT ACCEPT AND CONSENT TO BE BOUND BY THESE TERMS AND POLICY, THEN YOU MUST NOT USE THE ONLINE TOOLS, SERVICES, OR INFORMATION THAT IS AVAILABLE THROUGH THE USE OF THE ONLINE TOOLS. Cyberhire may change these Terms and/or Policy from time to time by notifying you of such changes by any reasonable means, including by posting revised Terms of Use through the online tools . Any such changes will not apply to any dispute between you and Cyberhire arising prior to the date on which we posted the revised Terms of Use or Privacy Policy incorporating such changes or otherwise notifying you of such changes. In the event of a conflict between these Terms of Use and any other terms or agreements executed by you and Cyberhire ("Other Terms"), the other terms or agreements shall control. We may, at any time and without liability, modify or discontinue all or a portion of the online tools, or offer opportunities to some or all users of our services. Any changes to the Terms of Use will become effective when we post the revised Terms. Your use of the online tools, including the use of our website following these changes means that you accept the

revised Terms. Cyberhire is not a law firm and does not provide legal representation. If you do not understand any of the Terms of Use, you should consult with an attorney of your own choosing.

ELIGIBILITY

By using our website or other online tools, you affirm that you are of legal age to enter into these Terms of Use. If you are an individual accessing or using the website or other Cyberhire online tools on behalf of, or for the benefit of, any corporation, partnership or other entity with which you are associated (an “Organization,” or collectively also referred to as “you”), then you are agreeing to these Terms on behalf of both yourself and such Organization, and you represent and warrant that you have the legal authority to bind such Organization to these Terms.

References to “you” and “your” in these Terms will refer to both the individual using the website or other Cyberhire online tools and to any such Organization. The online tools are controlled and/or operated from the United States and are not intended to subject Cyberhire to any non-U.S. jurisdiction or law. Our website or other online tools may not be available for use in some non-U.S. jurisdictions. Any use of the Cyberhire’s website or other of Cyberhire’s online tools must comply with all applicable laws, rules, and U.S. regulations. We may limit the website or use of online tools at any time, in whole or in part, to any person, geographic area, or jurisdiction that we choose.

LICENSE

Subject to and conditioned on your compliance with our Terms of Use, Cyberhire grants you a limited, non-exclusive, non-transferable, non-assignable, revocable license to access and use the online tools and to download copies of the materials that we make available for download in each case solely for your personal use, or for the purpose of doing business with Cyberhire. Our website and other Cyberhire online tools, including all content, information, and materials incorporated into or made available through the tools are the exclusive property of Cyberhire and are protected by U.S. law. You agree not to access or use the website or other online tools, or any content, information, or materials incorporated into or made available through the online tools, except as expressly permitted under these Terms of Use. All trademarks, service marks, and logos displayed on the Cyberhire website or associated links (the “Marks”) are the exclusive property of Cyberhire, or the respective third-party Companies. Except for your right to view Marks online, you are not granted any rights to the Marks. Nothing on the website

or associated tools grant, by implication, estoppel, or otherwise, any license or right to use any of the Marks displayed.

PRIVACY NOTICE & DATA COLLECTION

Our Privacy notice describes how Cyberhire may use and disclose information that is collected by Cyberhire that you provide to us and that we collect from you and other users through the Cyberhire online tools.

IP Address & Device Information. When you visit or interact with Cyberhire’s online tools, we automatically collect technical data about your device and connection—such as your IP address, browser type and version, operating system, and network information. We use this data to:

1. Verify your location when you sign the Terms of Service.
2. Diagnose and prevent security incidents.
3. Monitor and improve performance and availability.
4. Personalize your experience and analytics. Your IP address may also be used in aggregate form to detect and prevent abuse (e.g., scraping or unauthorized access).

Cookies & Similar Technologies. We and our third-party partners use cookies, pixel tags, web beacons, and similar technologies:

- Recognize you on return visits and maintain session state.
- Remember preferences and functional settings.
- Analyze usage patterns and improve our Services. You can manage or disable cookies through your browser settings, though doing so may limit functionality. Third-party analytics and advertising providers may also set cookies; please consult their privacy policies for details.

Data Retention & Deletion. We retain personal data, Submitted Materials, and logs (including IP addresses) only as long as necessary for our business purposes, legal obligations, or dispute resolution. You may request deletion of your personal data by contacting our Data Privacy team at Success@cyberhire.ai. Valid requests will be processed within 30 days, unless we are required to retain certain data by law.

Your Rights (GDPR/CCPA). Depending on your jurisdiction, you may have rights under data protection laws, such as:

- Access and receive a copy of your personal data.
- Correct or update inaccurate information.
- Delete or restrict processing of your data.
- Opt out of sale or sharing of personal data.
- Withdraw consent for marketing communications. To exercise these rights, please contact Success@cyberhire.ai. We will respond within legally required timeframes.

Breach Notification. In the event of a qualifying data breach, we will notify affected individuals and relevant authorities as required by applicable law (e.g., within 72 hours under GDPR).

USER-SUBMITTED MATERIALS

Our website and other online links and tools may include functionality that enable you to upload your resume, other employment and career-related information, job qualifications, and/or other information related to your search for employment, or search for employees, and may also enable the submission to other materials or contact information, including but not limited to your name, Company name, email addresses, and phone numbers, or to engage in other messaging functionality through interactive features. All such information and materials are considered “Submitted Materials.” For clarity, you retain ownership of your Submitted Materials. If you choose to submit Submitted Materials, you hereby grant Cyberhire a royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable, and fully sublicensable license, without additional consideration to you or any affiliated third party, to reproduce, distribute, perform, and display (publicly or otherwise), create derivative works of, adapt, modify, and otherwise use and exploit such Submitted Materials, in any format or media now known or hereafter developed for any purpose (including promotional purposes). If you choose to submit Submitted Materials, you represent and warrant that you have all rights necessary to grant the licenses set forth in this section, and that your Submitted Materials are complete and accurate, and are not fraudulent, tortious, or otherwise in violation of any applicable law or any right of any third party including intellectual property rights. For each of the Submitted Materials, you further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of Submitted Materials that you may

have under any applicable law under any legal theory. It is your responsibility to ensure the Submitted Materials are true, accurate, current, and complete. Cyberhire may, but has no obligation to screen, monitor, review, and/or remove any Submitted Materials at any time and for any reason or reconsider your access to and use of our online tools. We may disclose information regarding your access to and use of the tools and the circumstances surrounding such access and use, to anyone for any reason or any purpose. For clarity, certain information that you provide to Cyberhire through the use of the online tools are also governed by Cyberhire's Privacy Notice, located on the Cyberhire website.

If you decide to submit Feedback on any of our online tools , you hereby acknowledge and agree that regardless of what your correspondence says, (a) Cyberhire is not obligated to review, acknowledge, or pay you for any Feedback; (b) such Feedback automatically becomes our intellectual property without any compensation to you, and we may use or distribute the Feedback in any way and for any purpose without restriction; (c) we have no fiduciary or other obligation to you or to any other person; (d) your feedback shall be deemed to be non-confidential; and (e) Cyberhire has no obligation to keep any feedback confidential.

RULES OF CONDUCT

In connection with our website or other Cyberhire online tools, you agree **NOT** to:

- Post, transmit, or otherwise make available through or in connection with the tools, any Submitted Materials or Feedback that are or may be (a) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent, or otherwise tortious; (c) obscene, indecent, pornographic, or otherwise objectionable; or (d) protected by a third party's copyright, trademark, trade secret, right of publicity or privacy, or any other proprietary right, without the express prior written consent of the applicable owner.
- Post, insert, transmit, or otherwise make available through or in connection with the Sites any malicious or harmful software that is or is intended to (a) make unauthorized changes to or cause damage to any hardware, software, or equipment, including Third-Party Materials as defined below; (b) copy, provide unauthorized access to, or prevent authorized access to confidential information or personal data; or (c) prevent detection of any unauthorized invasion of any hardware, software, or equipment (each, a "Virus").

- Use the online tools for any unauthorized commercial purpose, including competing with Cyberhire, or for any purpose that is fraudulent or otherwise tortious, unlawful or in violation of the Terms of Use.
- Harvest or collect information about users using the online tools.
- Interfere with or disrupt the operation of the Cyberhire website or other Cyberhire online tools, or the servers or networks used to access the tools or make them available, including by hacking or defacing any portion of the website, or violate any requirement, procedure, or policy of such servers or networks.
- Restrict or inhibit any other person from using our service or online tools.
- Reproduce, copy, modify, adapt, translate, create derivative works of, sell, resell, license, sublicense, rent, lease, loan, distribute, or otherwise exploit any portion of (or any use of) our website or other online tools, except as expressly authorized herein.
- Reverse engineer, decompile, or disassemble any portion of the website or related databases, except where such restriction is expressly prohibited by applicable law.
- Remove any copyright, trademark, or other proprietary rights notices from the website or other online tools.
- Frame or mirror any portion of the online tools or otherwise incorporate any portion of the tools into any product or service.
- Systematically download and store Site content.
- Use any robot, spider, site search/retrieval application, or other manual or automatic device to retrieve, index, “scrape,” “data mine,” or otherwise gather website content, or reproduce or circumvent the navigational structure or presentation of the tools without Cyberhire’s express prior written consent.
- Permit, assist, or encourage any other person to do any of the foregoing in this section or to engage in any act or omission that would constitute a breach of these Terms of Use.

THIRD-PARTY MATERIALS

The Cyberhire website or other online tools may make available or provide links to additional third-party websites, content, services and/or information (“Third-Party Materials”). Cyberhire does not control and is not responsible for any Third-Party Materials and the availability of, or any links to any Third-Party Materials on our

website. The materials do not imply endorsement of, or affiliation with the provider of Third-Party Materials. Your use of Third-Party Materials is at your accord.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Cyberhire and its affiliates, officers, directors, agents, attorneys, and employees from any claims, liabilities, damages, judgments, awards, losses, costs, expenses, and fees (including attorneys' fees) arising out of or relating to your access to or use of, or activities in connection with our Service, website or use of Cyberhire's other online tools (including any Submitted Materials), or your violation or alleged violation of these Terms of Use or Cyberhire's Privacy Policy. You may NOT enter into a settlement of a claim that involves a resolution other than one consisting solely of a monetary settlement without Cyberhire's prior written consent. You may not be part of any legal action or lawsuit against Cyberhire that includes multiple litigates or may in any way be considered a mass tort or class action. This indemnity obligation shall survive the termination of these Terms.

DISCLAIMER

CYBERHIRE'S WEBSITE AND OTHER ONLINE TOOLS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, AND CYBERHIRE EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE ONLINE TOOLS TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE, AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE, OR TRADE. While we try to maintain the timeliness, integrity, and security of the SERVICES AND ONLINE TOOLS, we do not guarantee that our website or other online tools are or will remain updated, complete, correct, or secure, or that access to the tools will be uninterrupted. We are not responsible for any inaccuracies, errors, or materials displayed or provided through the tools. Additionally, we are not responsible for any unauthorized alterations to any of the online tools or information made by third parties. You expressly acknowledge that our website and other Cyberhire online tools might be affected by circumstances beyond our control, might not be

continuous, uninterrupted, or secure, and are subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Cyberhire is not responsible or liable for any delays, failures, damages, losses, or liability resulting from any of those problems. You acknowledge that security measures used by or on behalf of Cyberhire, our strategic partner Companies, or affiliates might not protect the online tools against unauthorized access, use, or disclosure. Cyberhire is not responsible or liable for any unauthorized access to, or use, alteration, theft, or destruction of our website or other Cyberhire online tools or any data stored or processed on the website or related databases (including Submitted Materials), whether through accident, fraudulent means or devices, or any other method.

LIMITATION OF LIABILITY

YOU AGREE CYBERHIRE AND ITS AFFILIATES, INCLUDING THEIR RESPECTIVE EMPLOYEES, OFFICERS, AGENTS, ATTORNEYS AND DIRECTORS, WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AGGRAVATED, OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, OR DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, OR OTHER INTANGIBLES, OR LOSS OF SECURITY OF SUBMITTED MATERIALS (INCLUDING UNAUTHORIZED INTERCEPTION OF, ACCESS TO, OR ALTERATION BY THIRD PARTIES OF ANY SUBMITTED MATERIALS, DATA, OR OTHER INTANGIBLES), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. WITHOUT LIMITING THE FOREGOING, YOU FURTHER AGREE CYBERHIRE WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE ONLINE TOOLS OR FROM ANY THIRD-PARTY MATERIALS, INCLUDING FROM ANY MALWARE OR ANY VIRUS, WORM, HACK, OR MALICIOUS SOFTWARE THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH. YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH ANY OF THE ONLINE TOOLS IS TO STOP USING THEM. YOU AGREE THE MAXIMUM AGGREGATE LIABILITY OF CYBERHIRE FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, WILL BE \$500.

(Applicable law may not allow for limitations on certain implied warranties and conditions, or exclusions or limitations of certain damages; solely to the extent that such law applies to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you may have certain additional rights).

TERMINATION

Cyberhire may terminate or suspend your access and or use of our Service or of any of the online tools at any time, with or without cause or notice, including if we believe that you have violated or acted inconsistently with the Terms of Use. Upon any such termination or suspension (a) your right to access and use the tools will immediately cease; (b) Cyberhire may immediately deactivate or delete your username, password, and account; (c) Cyberhire will be under no obligation to maintain or provide you with access to any materials associated with your account (including Submitted Materials or Feedback) and may retain or delete such materials in Cyberhire's sole discretion; and (d) except for the license granted to you to access and use the tools, the remaining provisions of these Terms will survive and continue in full force and effect.

NOTICE OF COPYRIGHT INFRINGEMENT

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the website or other online tools infringe your copyright, you (or your agent) may send to Cyberhire a written notice by mail or email, requesting that Cyberhire remove such material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send to Cyberhire a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter-notices must be sent in writing to: Copyright Agent Cyberhire. Attn: Craig Mitnick, Senior Corporate Counsel, Legal Department 35 Kings Highway east, Haddonfield, New Jersey 08033: email at craig@mitnickjustice.com. Phone: 1 (856) 427-9000. Cyberhire suggests that you consult legal counsel before filing a DMCA notice or counter-notice.

GOVERNING LAW; JURISDICTION

These Terms of Use are governed by, and will be construed in accordance with, the laws of the state of New Jersey. If a dispute arises relating to your consideration for placement on a job, or your placement on a job, or your job offer, also the state of New Jersey.

GENERAL

These Terms of Use do not, and will not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and Cyberhire. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of the remaining provisions. You may not assign, transfer, or sublicense any of your rights or obligations under these Terms without our express prior written consent. We may assign, transfer, or sublicense any or all of our rights or obligations under these Terms without restriction. No waiver by either party of any breach or default under these Terms will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption, or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular will have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in these Terms will be construed as if followed by the phrase “without limitation”. These Terms of Use, including any terms and conditions incorporated herein, constitute the entire agreement between you and Cyberhire relating to the subject matter hereof, and supersede any and all prior or contemporaneous oral agreements or understandings between you and Cyberhire relating to such subject matter. Notices to you (including notices of changes to these Terms) may be made as referenced above in these Terms of Use or by regular mail. Without limitation, a printed version of these Terms and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Cyberhire will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.

ACCOUNT AND PASSWORD

You may need to register for an account to use all or portions of the online tools. We may reject, or require that you change, any username, password or other information that you

provide to us during registration or once you are registered. You, and not Cyberhire are responsible for the security of and any use or misuse of your username or password. In particular it is your sole responsibility to (a) maintain the confidentiality of your account login and password; (b) frequently update and revise your password; and (c) promptly notify us if there is any unauthorized use of your account, or any breach of security by contacting us in accordance with the “CONTACT US” section below.

COMPANIES (EMPLOYERS)

If you register as a Company (potential employer) on the Cyberhire website or using any other Cyberhire online tool you are subject to the Terms of Use as set forth within. As part of the Company enrollment process, we may require you to provide us with certain information including, but not limited to, your Company contact information, financial information, years in business, Company resume, email addresses, phone numbers, work history, pay/compensation expectations, and geographic location (the “Company Information”). Once you have enrolled, Cyberhire personnel may reach out to you via the email address or phone number you provided, and work with you to finalize your Company profile and continue to work personally with you. You may be able to update your job search criteria and preferences, upload and update your information and view the status of pending potential hires. Your Company information may be viewed by the public unless you advise us that you wish to keep all Company information private. You may receive notification from us regarding a potential hire’s interest in you and their details. You may, in your sole discretion, accept or reject any interview requests. You agree that you are solely responsible for all activities undertaken within your account(s). You agree not to independently attempt to contact any Cyberhire Candidate through an alternative means outside of these Cyberhire Terms of Use.

The Company agrees to pay to Cyberhire a nonrefundable placement fee set forth in the Company’s contract for each candidate hired, payable upon the candidate’s acceptance of an offer of employment. The placement fee is nonrefundable under all circumstances, including but not limited to: The candidate resigns or is terminated for any reason. The candidate takes a leave of absence due to illness or other causes. Any dispute arises

between the Company and the candidate. Any information about the candidate, not disclosed at the time of hire, comes to light after employment begins.

The Company agrees not to circumvent or attempt to circumvent Cyberhire by directly or indirectly hiring, contracting, or otherwise engaging any Cyberhire candidate (potential employee) introduced by Cyberhire without paying the full placement fee. If the Company refers the candidate to another entity and that entity hires the candidate, the placement fee remains due to Cyberhire by the Company. The payment fee is due within 10 days of the candidate's acceptance of employment.

The Company is liable for the placement fee if the candidate is hired for any position within 8 months of Cyberhire's introduction, regardless of the employment terms (full-time, part-time, contractor, etc.).

It is agreed to by the Company that the placement fee is nonrefundable under all circumstances, including if the candidate resigns, is terminated, takes a leave of absence, or if any dispute arises between the Candidate and the Company.

If a Candidate is hired by the Company the "engagement" of the Candidate shall include the hire in any capacity or job title or description.

Company agrees that they are solely responsible for all activities undertaken within the Company account, including but not limited to any changes in information, alternations in Contract terms, Candidate hires or additional fees that may be incurred for additional Cyberhire Services outside the scope of these Terms of Service.

In the future, the Cyberhire online tools may allow for an outstanding invoice to be paid through the website or other online tool. Companies may be asked to supply certain information relevant to a Transaction including, without limitation, your bank information, routing number, bank account number, bank account type, credit card number, card verification number, the expiration date of your credit card, your billing address, billing phone number, and email. **YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY BANK ACCOUNT INFORMATION OR CREDIT CARD(S) OR OTHER PAYMENT METHOD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION.**

All placement fees and related matters are set forth in detail in the Cyberhire Company Placement Agreement. If any conflict exists between these Terms of Use and the Cyberhire Company Placement Agreement, the Agreement shall dictate.

Any modifications of these Terms of Use must be in writing and signed by both Cyberhire and the Company.

CANDIDATES

If you register as a Candidate (potential hire) on the Cyberhire website or using any other Cyberhire online tool, you may opt to enroll in or be automatically enrolled in other Cyberhire offerings designed to assist you in finding employment. As part of the enrollment process, we may require you to provide us with certain information including, but not limited to, your résumé, name, email address, phone number, work history, education, experience, pay/compensation expectations, and geographic location (the “Candidate Information”). Once you have enrolled, Cyberhire personnel may reach out to you via the email address or phone number you provided, and work with you to finalize your Candidate profile and continue to work with you. You may be able to update your job search criteria and preferences, upload and update your résumé, receive alerts, update your availability, view the status of your application, and provide us with additional information about you. Your Candidate Information may be viewed by Customers or strategic Partners (Employers). Employers may have the opportunity to communicate with you directly through the website or other online tools. You may receive notification from us regarding a customer’s interest in you and details about the job. You may, in your sole discretion, accept or reject any interview requests. All requests for interviews by Customers do not guarantee a final job or job offer, or a job offer at any particular level of compensation. You agree that you are solely responsible for all activities undertaken within your account(s). Any initial communication between you and any Customer matched with shall be made exclusively through use of the online tools or through your initial setup of your Account. You further agree not to independently attempt to contact any affiliated Employer through an alternative means outside of the Cyberhire Terms of Use.

Further, without limiting the foregoing, Cyberhire (a) does not guarantee that you will receive any employment or job offers through the Sites; (b) will not be responsible for any job offers or listings, initial screenings, hiring decisions, or actual employment presented by third parties; and (c) is neither your employer nor your agent based solely on your usage of the online tools. You must use your own judgment in evaluating any prospective employers and any Third-Party Materials.

You authorize Cyberhire, Affiliated Employers and their respective agents to make investigations and inquiries into your work and educational history and other related matters as may be necessary in arriving at a decision to place you on a job. Cyberhire may use a third-party vendor to perform such investigations/inquiries. If a third-party vendor is used, you will be provided additional disclosures and authorization forms as required by applicable laws prior to a third party performing such investigations/inquiries. You release employers, schools, and other persons from all liability in responding to inquiries connected with your application and you specifically authorize the release of information by any schools, businesses, individuals, services or other entities listed by you in the Candidate Information. Furthermore, you authorize Cyberhire and its agents to release any reference information to Affiliated Employers who request such information for purposes of evaluating your credentials, skills, and experience and you acknowledge that these Employers may reach out to you directly. You certify as to the accuracy of the Candidate Information and in any résumé or other work history information. You understand that any misstatement of fact may cause you to be refused a job by a Company, to lose your job once placed on a job with an Employer or may result in removal of your account from Cyberhire. You are responsible for keeping Candidate Information accurate, complete, and up to date at all times.

There is no charge for Candidates to use the website and online tools. Neither Cyberhire nor Affiliated Employers will require a payment from you. You agree that by using the Sites as a Candidate, Cyberhire may contact you via the phone number (via text, call, or video conference) provided to Cyberhire, including cell phone numbers. You also agree that by using the online tools, Cyberhire may provide you with job opportunities or general employment information by sending emails to you at the email address provided by you.

Cyberhire will source, screen, and refer engineering and technology candidates to the Company (the hiring company) for direct employment.

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To prevent fee bypassing and ensure enforceability, include a well-drafted non-circumvention clause in your contract. Here's how to make it effective: Explicitly define the parties and all covered affiliates (subsidiaries, related entities) to close loopholes.

Describe prohibited conduct in detail—state that the client cannot hire, contract, or otherwise engage with any candidate introduced by your agency, either directly or indirectly, without paying the placement fee.

Set a clear time frame for how long the restriction applies (e.g., 12–24 months from the introduction).

Specify remedies and penalties for breach, such as immediate payment of the fee plus interest or legal costs.

Avoid vague or overly broad language; be specific to enhance enforceability and avoid challenges in court.

Include a clause covering referrals to third parties (e.g., if the client introduces your candidate to another company that hires them, the fee is still due).

A sample clause could read:

The Client agrees not to circumvent or attempt to circumvent the Agency by directly or indirectly engaging, hiring, or contracting with any candidate introduced by the Agency, for a period of X months from introduction, without payment of the agreed placement fee. This applies to the Client and all affiliated entities. Breach will result in immediate liability for the full fee, plus any costs of enforcement.

If you have any legal inquiries related to these Terms of Use, you may contact Attorney Craig R. Mitnick at craig@mitnickjustice.com.

CONTACT US

If you have any questions or complaints about the Terms of Use or Privacy Policy, or if you would like to update any personal information you have provided to us, please contact us at the mailing address or email address below. Mailing Address: Cyberhire, 35 Kings Highway East, Haddonfield, New Jersey 08033; Please note that email communications will not necessarily be secure; accordingly, you should not include credit card information or other sensitive information in your email correspondence with us.