

GENERAL TERMS AND CONDITIONS FOR EMPLOYERS

1. GENERAL

- 1.1 Unless otherwise agreed, these General Terms and Conditions (the “**Terms**”) will apply to all services provided by Jobcast AB, reg. no 559205-4901 (“**Jobcast**”, “**we**”, “**us**” or “**our**”), in respect of performing our services to you as an employer (“**Employer**”, “**User**” or “**you**”) seeking to make available information regarding employment openings and other employment related-content (the “**Services**”) through the mobile application “Jobcast” (the “**App**”). Jobcast and you are herein collectively referred to as the “**Parties**”.
- 1.2 The Services are performed in accordance with what is set out in each Quote (as defined below) sent by Jobcast and accepted by the Employer (then constituting a “**Confirmed Order**”) to which these Terms are considered an integral part. The Confirmed Order may include additional terms relating to, among other things, the performance and use of the Services (“**Additional Terms**”). The Employer acknowledges that in case Additional Terms have been negotiated between the Parties regarding a specific Purchase Order (as defined below), and subsequent Quote and Confirmed Order, any such Additional Terms will be incorporated into and form part of these Terms. In the event of any discrepancy or inconsistency between these Terms and the Additional Terms, the Additional Terms shall prevail over these Terms.
- 1.3 Any reference herein to the “Terms” shall further include each Confirmed Order agreed between you and Jobcast including any Additional Terms set forth therein, our Privacy Policy and any other documents, rules, policies, and procedures that may be published by Jobcast in the App from time to time.
- 1.4 The Terms constitutes the entire agreement between you and Jobcast relating to the subject matter herein. By accepting a Quote, you agree to adhere to these Terms and confirm that you fully understand the meaning of the rights and obligations in these Terms and that you will only use the Services for its intended purpose.

2. THE JOBCAST SERVICES

- 2.1 The Services offered by Jobcast is built on the concept that new technology can improve the way companies recruit and attract talents. The digital platform that Jobcast provides through the App is developed for the purpose of enabling individuals looking for employment opportunities (“**Job Seekers**”) to access employment ads (“**Job Ads**”), employer profiles (“**Employer Profiles**”) and other employment-related content by audio or video as case may be as well as links to third-party websites with more information regarding such Job Ads, Employer Profiles, etc.
- 2.2 The Services mainly consist of Jobcast creating and recording audio episodes for (i) Job Ads that you submit to us pursuant to these Terms (“**Job Episodes**”) and (ii) what we call “**Company Episodes**”, through which you may describe your Employer Profile in more detail, and thereafter publishes these in the App.
- 2.3 The agreed scope of the Services to be provided to you hereunder shall be as specified in each Quote, and subsequent Confirmed Order, executed between you and Jobcast.

3. ACCOUNT ETC.

- 3.1 *User Account*

- 3.1.1 Jobcast offers you the opportunity to purchase and use the Services by registering a user account with Jobcast in the App, which you can either do yourself by following the instructions in the App or have us do by providing us with the necessary information we request (“**User Account**”). In case of the latter, you will receive a notice to the e-mail address communicated to us once your User Account has been registered followed by login details to your User Account. Registration is only possible for Employers who is a legal entity, and the representative of the Employer, by accepting these Terms, warrants that he/she has the authority to represent and act on behalf of the Employer to the extent required under these Terms (each such person an “**Authorized Representative**”).

- 3.1.2 User undertakes not to disclose its username and/or password to its account to any unauthorized person and to ensure that any documents containing username or password information are stored in such a way that unauthorized persons cannot access them. User shall promptly notify Jobcast if it is suspected that unauthorized persons know the User’s username and/or password. The same applies to cases where the User in some way has made it possible for unauthorized persons to access usernames and/or passwords, e.g. by loss of memory note or similar. The notification is considered submitted to Jobcast when the User has received confirmation of receipt of the notification.

- 3.1.3 Jobcast will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by us or another party due to someone else using your User Account or password as a result of your negligence or breach of these Terms.

3.2 *Submission of Content*

- 3.2.1 In addition to what has been described in Section 2, our Services also allow the submission of your own employer-related content to be published and displayed on your company profile page in the App, including, but not limited to, audio files, texts, and videos (together “**Content**”).

- 3.2.2 In order to have Content published in the App, you will need to provide Jobcast with such Content followed by instructions to publish the Content on your company profile page. If the Employer wants Content, which has been published in the App subject to this Section 3.2, to be removed from the App, the Employer must notify Jobcast of such action, whereupon Jobcast will remove the Content within seven (7) days from when the notification was received by Jobcast. Submission and notification of removal of Content is made by e-mail, or by other relevant form of communication.

- 3.2.3 The fact that Jobcast publishes your Content in the App shall under no circumstances be considered as Jobcast being the consignor of such Content. Thus, the Employer shall be solely responsible for any Content and the consequences of having Jobcast posting or publishing your Content in the App.

- 3.2.4 By submitting Content to Jobcast to be published in the App pursuant to this Section 3.2 above, you hereby guarantee that you have the right and all necessary approvals to use the Content shown,

displayed, or otherwise made available by you in the App and that we and our subcontractors can publish the Content, without any payment or obligation to you or anyone else. Further, you guarantee that the publishing of Content in the App will not cause us to infringe the rights of any third party or to be in breach of any applicable laws or regulations. You hereby acknowledge and agree to compensate us for any losses we suffer as a direct result of any breach by you of any of the guarantees made by you according to this Section 3.2.4.

3.2.5 By submitting Content to Jobcast, you hereby grant us and our subcontractors:

(i) a worldwide, unrestricted, irrevocable, non-exclusive, transferable and royalty-free license to use, copy, display, perform, distribute, sub-license, delete, edit, process, analyse and otherwise exploit the submitted Content for the purpose of providing our Services, and during the time when we provide our Services to you;

3.2.6 You are responsible for ensuring that submitted Content:

- (i) are accurate, valid, complete and do not violate any applicable laws or regulations;
- (ii) do not contain confidential or proprietary information, intellectual property, personal data relating to third parties (including an individual's name or other information which identifies a living individual) or trade secrets;
- (iii) is ethically correct since it is not permitted to submit Content that may be offensive or defamatory against ethnic groups and/or individuals including, but not limited to, pornographic or political messages, prostitution, alcohol, drugs, tobacco, drugs, etc.

3.2.7 Jobcast reserves the right to, in its sole discretion, remove all or segments of Content that Jobcast deems violates these Terms, applicable laws or regulations. Jobcast shall inform the User in writing in the event Jobcast exercises its rights under this Section 3.2.7. Removal of Content in the App does not entail the Employer of a refund of paid fees, if any.

3.2.8 Jobcast claims no ownership or control over Content submitted to Jobcast and published in the App, regardless of whether Content has been changed or modified by Jobcast in accordance with these Terms.

3.2.9 Employer is solely responsible for ensuring that the terms in this Section 3.2 are not violated. Jobcast has no obligation to take any action against the Employer in relation to any Content submitted in the App that violates these Terms.

4. JOB EPISODES

4.1 Jobcast undertakes to produce and record Job Episodes ordered by the Employer subject to what has been agreed in each Confirmed Order between the Parties.

4.2 Upon receipt of a submitted Job Ad pursuant to Section 5 below, Jobcast reviews the Job Ad and then makes any reasonable changes or modifications to it that Jobcast deems necessary in order to compile a script for the recording of the Job Episode, and finally publishes the Job Episode in the App, which also may be distributed by Jobcast on other relevant third-party websites or platforms such as Spotify or Acast.

4.3 Unless otherwise agreed, Jobcast reserves the right to add Jobcast's jingle at the beginning or end of each Job Episode and Company Episode, basically mentioning that the Job Seeker or listener has listened to a Job Episode or Company Episode produced by Jobcast and may download the App in App Store or Google Play.

4.4 For the avoidance of doubt, you hereby agree and acknowledge that Jobcast, in its sole discretion, performs and administers the recording and publication of Job Episodes in the App without any interference from you.

4.5 Job Episodes will be published in the App until the last application date you have chosen, however no longer than 60 days, if not otherwise agreed between the Parties. Thereafter, the Job Episode will be automatically removed. The above shall also apply to the embedded link that will be distributed to the Employer containing the Job Episode, which thus will cease to operate after the expiration of the above-mentioned time frame. Should you wish to renew a Job Episode, this will be considered as an order of a new Job Episode and will incur additional fees.

4.6 Once a Job Episode has been published in the App, the Employer will be notified thereof via e-mail or the App.

5. RULES REGARDING SUBMISSION OF JOB ADS

5.1 Employers must adhere to the following rules in order to have Job Ads recorded and subsequently published as Job Episodes by Jobcast subject to these Terms:

5.1.1 Job Ads shall be submitted to Jobcast in running text or by sending a link or similar containing the Job Ad, which you may render either directly via the App or by e-mail or by other relevant form of communication.

5.1.2 Submission of Job Ads to Jobcast for creation of Job Episodes and publication in the App may only be carried out by an Authorized Representative of the Employer.

5.1.3 Job Ads should be in Swedish or English.

5.1.4 Job Ads are reviewed by Jobcast before they are published as Job Episodes. For the avoidance of doubt, Job Episodes are not subject to approval by you before it is published in the App. Should a Job Ad not pass Jobcast's review, you may be given the opportunity to adjust the Job Ad and have it reviewed again, or Jobcast may make changes to the Job Ad in accordance with Section 5.5. No refunds of paid fees and/or purchased Credits (as defined herein) will be made in the event that a Job Ad does not pass the final review.

5.1.5 Employer is responsible for ensuring, and understands that:

- (i) Job Ads are accurate, valid, complete and do not violate any applicable laws or regulations;
- (ii) Job Ads do not contain confidential or proprietary information, intellectual property, personal data relating to third parties (including an individual's name or other information which identifies a living individual) or trade secrets;
- (iii) Advertising in the App must be ethically correct. It is therefore not permitted to publish Job Ads that may be offensive or defamatory against ethnic groups and/or individuals including, but not limited to, pornographic or political messages, prostitution, alcohol, drugs, tobacco, drugs etc.
- (iv) Job Ads are placed in the most relevant category in the App. Placing the same Job Ad in multiple categories is not allowed. Jobcast has the right to change the category of a Job Ad in its sole

- discretion;
- (v) Job Ads submitted to Jobcast for review clearly describes the vacancy advertised by the Employer. Thus, Job Ads containing only keywords will not be accepted. Other information such as descriptions of the Employer's business (marketing), future employment openings or general offerings may only be briefly described in the Job Ads;
 - (vi) Only actual employment openings at the Employer are being advertised in each Job Ad. Thus, the employment opening referred to in the Job Ad in question must be possible to apply for based on the information set forth in the Job Ad;
 - (vii) Only one (1) employment opening per Job Ad is allowed; and
 - (viii) The Job Ad must specify a location from where the work is to be carried out.
- 5.2 By submitting Job Ads to us, you hereby guarantee that you have the right and all necessary approvals to use the content shown, displayed or otherwise made available in every Job Ad and that we can publish and make the Job Ads available in the form of Job Episodes in the App as well as on platforms where podcasts can be listened to, for example, but not limited to, Spotify, Podcaster, Acast, iTunes, Google Podcasts etc., without any payment or obligation to you or anyone else. Further, you guarantee that the publishing of Job Episodes as part of our Services will not cause us to infringe the rights of any third party or to be in breach of any applicable laws or regulations. You hereby acknowledge and agree to compensate us for any losses we suffer as a direct result of any breach by you of any of the guarantees made by you according to this Section 5.2.
- 5.3 By submitting Job Ads to us, you hereby grant us and our subcontractors:
- (i) a worldwide, unrestricted, irrevocable, perpetual, non-exclusive, transferable and royalty-free license to use, copy, make, reproduce, display, perform, distribute, sub-license, delete, edit, prepare derivative works from, process, analyse and otherwise exploit the content contained in each submitted Job Ad for the purpose of providing our Services;
 - (ii) a free, perpetual and non-exclusive right to use, process, change, modify, edit and distribute the Job Ads and/or parts of the Job Ads. For the avoidance of doubt, Jobcast hereby reserves the right to, in its sole discretion, and without having to obtain any form of consent from you, make any reasonable changes or modifications to the Job Ads that Jobcast deems necessary in order to have the Job Ads fit the model for publishing in the App and to convert and upload a Job Ad as an audio file, i.e. a Job Episode.
- 5.4 Jobcast does not guarantee the truthfulness, accuracy or reliability of the content and/or material created by us as a result of us performing the Services pursuant to these Terms. You acknowledge and understand that any reliance on the accuracy of Job Episodes (as well as Company Episodes) and other employer-related content published and/or communicated between you and Job Seekers or any other third party is at your own risk.
- 5.5 Jobcast reserves the right to, in its sole discretion, make any changes or modifications to submitted Job Ads that Jobcast deems necessary to comply with these Terms and/or improve the quality of the subsequent Job Episode as well as to remove Job Episodes and any links published in the App that Jobcast deems violates these Terms or applicable laws or regulations etc. Changing or removing Job Episodes in the App does not entitle the Employer to a refund of paid fees or purchased Credits.
- 5.6 Jobcast has no obligation to take any action against you in relation to any content in the App that violates these Terms.
- 5.7 Employer understands and accepts that the number of visitors in the App varies from time to time. Thus, Jobcast cannot guarantee a certain number of visitors to the App or a certain number of listens to a Job Episode and bears no responsibility for such variation. The above is also applied with regard to Company Episodes.
- 5.8 Jobcast assumes no responsibility for the result or outcome of published Job Episodes or the Job Seekers' response and/or applications to the advertised employment opening to which the applicable Job Episode refers. Employer is solely responsible for Job Episodes published in the App. Jobcast cannot be held responsible for hiring decisions, regardless of the reasons, made by the Employer.
- 5.9 Employer is solely responsible for ensuring that the terms in this Section 5 are not violated.
- ## 6. COMPANY EPISODES
- 6.1 Subject to these Terms, Jobcast undertakes to produce and record Company Episodes in accordance with what has been agreed in each Confirmed Order between the Parties. Unless otherwise agreed, recording of Company Episodes will take place in the Employer's premises at a time agreed upon by the Parties and will be executed in accordance with our instructions provided from time to time.
- 6.2 By having Jobcast record an Company Episode and publish it in the App, you hereby guarantee that you have the right and all necessary approvals to disclose what we record from you in each Company Episode and that we can publish the Company Episode in the App as well as to make the Company Episode available on platforms where podcasts can be listened to, for example, but not limited to, Spotify, Podcaster, Acast, iTunes, Google Podcasts etc., without any payment or obligation to you or anyone else. Further, you guarantee that the publishing of a Company Episode as part of our Services will not cause us to infringe the rights of any third party or to be in breach of any applicable laws or regulations. You hereby acknowledge and agree to compensate us for any losses we suffer as a direct result of any breach by you of any of the guarantees made by you according to this Section 6.
- 6.3 By having Jobcast record a Company Episode, you hereby grant us and our subcontractors:
- (i) a worldwide, unrestricted, irrevocable, perpetual, non-exclusive, transferable and royalty-free license to use, copy, make, reproduce, display, perform, distribute, sub-license, delete, edit, prepare derivative works from, process, analyse and otherwise exploit the content contained in each Company Episode for the purpose of providing our Services;
 - (ii) a free, perpetual and non-exclusive right to use, process, change, modify, edit and distribute the Company Episodes. For the avoidance of doubt, Jobcast hereby reserves the right to, in its sole discretion, and without having to obtain any form of consent from you, make any reasonable changes or modifications to the Company Episode that Jobcast deems necessary.
- 6.4 Upon completion of the recording of a Company Episode, Jobcast undertakes to deliver a first draft of the Company Episode in a format to be determined by Jobcast within seven (7) business days from the day of recording, unless otherwise agreed between the Parties.

- 6.5 Upon delivery of a Company Episode, the Employer shall within seven (7) working days of delivery provide Jobcast with a written notice as to whether the Company Episode is approved or disapproved by the Employer. In the event that no notice is given by the Employer within the above-mentioned time frame, the Company Episode shall be deemed approved by the Employer.
- 6.6 Upon delivery of the first draft of the Company Episode pursuant to Section 6.4 above, and prior to publishing of the Company Episode in the App, the Employer will have the possibility to review the draft and request reasonable revisions in case the Employer is not satisfied with the drafted result of the Company Episode (each a "**Revision**").
- 6.7 In order for Jobcast to uphold its undertakings set out in Section 6.4 above, the Employer undertakes to assist Jobcast and provide Jobcast with any necessary information, in a timely and accurate manner, that Jobcast may need from time to time in order to produce and finalize a Company Episode.
- 6.8 Once a Company Episode has been approved by the Employer, the Company Episode will be uploaded and available in the App for no more than 365 days unless otherwise agreed between the Parties. The above also applies to the embedded link that will be distributed to the Employer containing the Company Episode, which thus will cease to operate after the expiration of the above-mentioned time frame.
- 6.9 In connection with the production of a Company Episode, Jobcast offers to produce a short video teaser (a "**Video Teaser**") to go along with the Company Episode, and that can be distributed with the purpose of directing a third party or Job Seeker to the Company Episode in the App or such other platform or similar where the Company Episode has been made available.
- 6.10 Fees attributable to Video Teasers shall be according to each individual Purchase Order and subsequent Confirmed Order.

7. ORDERS; FEES AND PAYMENT ETC.

7.1 Orders

- 7.1.1 Unless otherwise agreed between the Parties, all orders made under these Terms for the applicable Services shall be placed by an Authorized Representative of the Employer either (i) via e-mail to Jobcast or (ii) as regards Job Episodes, by purchasing credits for Job Episodes ("**Credits**") in the App (each constituting a "**Purchase Order**"). Upon receiving and reviewing the Purchase Order from the Employer in accordance with (i) above, Jobcast will prepare a quote outlining the necessary details and information regarding the execution of the applicable Service(s) ordered by the Employer (each a "**Quote**"). Should the Employer accept the Quote, the Employer shall send such acceptance by e-mail, or by other relevant form of communication, which then constitutes a Confirmed Order. By purchasing Credits in the App, such purchase immediately constitutes a Confirmed Order. One (1) Credit may be used to publish one (1) Job Episode.
- 7.1.2 Notices for Quotes shall be exchanged and accepted via e-mails between the Parties. Employer undertakes to accept or decline Quotes within thirty (30) business days from when the Quote was sent to the Employer by Jobcast.

7.2 Fees and Payment

- 7.2.1 Fees attributable to the applicable Services ordered by the Employer shall be according to each individual Purchase Order, and subsequent

Confirmed Order, which will also include any specific payment terms for such Confirmed Order.

- 7.2.2 Unless otherwise agreed or stated in the applicable Confirmed Order, the prices for Job Episodes, Credits, Company Episodes and Video Teasers shall be in accordance with the price list applicable from time to time and available on our website: www.jobcastapp.com, and, as case may be in the App.
- 7.2.3 First Revision in accordance with Section 6.6 is provided free of charge. Unless otherwise agreed between the Parties or stated in the applicable Confirmed Order, any additional Revisions are offered at a cost of SEK 2,000 (excluding VAT) per Revision, unless otherwise agreed between the Parties.
- 7.2.4 If payment has not been made when due, Jobcast has the right to interest from the date on which the payment was due with the interest rate at each time prevailing according to the Swedish Interest Act (Sw. *Räntelagen*). Furthermore, Jobcast has the right to charge a reminder fee as well as remove any published Job Episodes, Company Episodes and Video Teasers (as applicable) attributable to an unpaid invoice.

7.3 Taxes

Each Party shall be responsible for payment of any and all taxes, fees and other charges arising for such party in connection with the Services or otherwise pursuant to these Terms.

7.4 Cancellation of Confirmed Orders

- 7.4.1 Employer may cancel a Confirmed Order and receive a full refund at any time up until the scheduled day for an initial meeting to discuss the recording of the Job Episode or Company Episode (as applicable). Once such production meeting for a Job Episode or Company Episode has been held, the Confirmed Order may not be cancelled by the Employer unless otherwise agreed between the Parties.
- 7.4.2 Jobcast may cancel a Confirmed Order at any time prior to delivery of the Job Episode or Company Episode by submitting a written notice to the Employer and refund any fees paid for the Job Episode or Company Episode, however, subject to deductions with an amount corresponding to actual costs incurred by Jobcast up until the time of cancellation.
- 7.4.3 Notwithstanding the above in Section 7.4, if cancellation is made by Jobcast due to the Employer not fulfilling its obligations under these Terms, and Jobcast's instructions from time to time, the Employer is not entitled to any refund.

8. RESTRICTIONS ON YOUR USE OF THE SERVICES

- 8.1 You hereby agree not to, for example, but not limited to:
- (i) make alterations to, or modifications of, the whole or any part of the Services, or permit the Services or any part of them to be combined with, or become incorporated in, any other programs;
 - (ii) remove any copyright, trademark or other proprietary notices from any portion of the Services;
 - (iii) do anything which may disrupt, damage, or impair our Services (or any part thereof), or prevent other users from using any part of our Services;
 - (iv) deliberately exploit any bugs you find in our Services;

- (v) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks;
- (vi) use the Services for any purpose other than what is set out in these Terms; and
- (vii) use our Services for any illegal or unlawful purpose.

8.2 The User's right to use the Services only permits the User to use it in a way that do not conflict with these Terms. If Jobcast suspects that the User is using the Services in a way that conflicts with these Terms or in a way that Jobcast considers as a non-normal use, Jobcast may limit the User's access to the Services by limiting the access to the Services and/or terminate the User Account with immediate effect in accordance with Section 20.

8.3 In case of breach of this Section 8, the User shall be obliged to pay to Jobcast a compensation for all direct and indirect losses caused by the User.

9. DATA PROTECTION

9.1 In order for us to provide the Services, we must process the personal data of the Authorized Representative(s) as well as any other representative(s) of the Employer participating in the recording of a Company Episode. All processing of personal data is carried out in accordance with current data protection legislation.

9.2 By accepting these Terms and using the Services, you warrant that you will process any personal data received as a result of these Terms in accordance with current data protection legislation.

9.3 More information about our processing of personal data can be found in our Privacy Policy.

10. COMMUNICATION

We communicate with you and other parties involved in our Services in various ways (both online and offline). Our communication methods include, but are not limited to, phone, communication via the internet, by e-mail, via our App and other digital tools as available from time to time. While these are effective means of communication, they contain security and confidentiality risks and we do not accept any responsibility or liability for any loss or damage suffered as a result thereof.

11. CONFIDENTIALITY

In these Terms "**Confidential Information**" means any confidential or proprietary information and documentation of a Party or any of that Party's affiliates, including but not limited to, products, processes, techniques, trade secrets, specifications, research and development plans and internal affairs etc.

Each Party shall take all reasonable efforts to protect Confidential Information received from the other Party. Such efforts may not be of a lesser standard than the standard of care such Party uses in the protection of its own Confidential Information. No Party may use Confidential Information of the other Party for any purposes other than in connection with the performance of the Services and each Party shall make such Confidential Information available only to its employees, subcontractors, or agents having a "need to know" with respect to such purposes. In the event of the expiration or termination of these Terms for any reason, all Confidential Information of a Party disclosed to and all copies thereof made by the other Party shall be returned to the disclosing Party or, at the disclosing Party's option, erased or destroyed. The obligations in this section shall not restrict any disclosure by a Party pursuant to any applicable law, or by order of any court or government agency (provided that the disclosing Party shall give

prompt notice to the non-disclosing Party of such order). Confidential Information of a Party shall not be afforded the protection of these Terms if such data was (a) developed by the other Party independently, (b) rightfully obtained by the other Party without restriction from a third party, (c) publicly available other than through the fault or negligence of the other Party, or (d) released without restriction to anyone.

12. OWNERSHIP AND USE OF INTELLECTUAL PROPERTY

12.1 Jobcast owns all rights, including intellectual property rights, to the Services whether registered or not, the App and the software used for providing the Services in the App, and nothing in these Terms shall be interpreted as a transfer of such rights (or part of such rights) to any User. The User shall not during or any time after the expiry of these Terms (whether in whole or in respect to support only) in any way question or dispute such ownership by Jobcast.

12.2 Jobcast shall, throughout the world, have the exclusive right of ownership in and to the Job Episodes and Company Episodes created and published in the App and on any third-party website pursuant to these Terms, including all intellectual property resulting from the Job Episodes and Company Episodes, whether registered or not. By accepting these Terms, you hereby assign to Jobcast all right, title and interest in that intellectual property. You shall not at any time in any way question or dispute the ownership of such intellectual property rights owned by Jobcast.

12.3 Jobcast claims no ownership or control over (i) Job Ads submitted to Jobcast and published in running text in the App, regardless of whether the text has been changed or modified by Jobcast in accordance with these Terms, (ii) Content submitted and published in the App pursuant to Section 3.2, regardless of whether such Content has been changed or modified by Jobcast in accordance with these Terms.

12.4 Subject to these Terms, Jobcast hereby grants you a limited, revocable, non-transferable license to use, publicly display, publicly perform and distribute Job Episodes and Company Episodes provided to you under these Terms, but only in terms of distributing the embedded link(s) that you will receive from Jobcast, through which a third party can access and listen to such Job Episode or Company Episode.

13. INDEMNITY; DISCLAIMER

13.1 As a User of Jobcast's Services you are solely responsible for that your use of the Services is in accordance with (i) its intended use, (ii) these Terms and (iii) our instructions and guidelines, which have been provided to you from time to time. You may only use the Services at your own risk. Jobcast reserves the right to suspend a User's access to the Services in the event Jobcast, acting reasonably, deems such User to be in breach of these Terms.

13.2 Since one of the purposes of the Services is to enable third parties to enter into agreements and other legal transactions with each other, we hereby declare that Jobcast should under no circumstances be considered as a party, an intermediary, an agent, a commission agent or in any other way as connected to our Users' interactions and use of the Services, other than what is stated in these Terms that are entered into with every User. For the avoidance of doubt, you acknowledge and agree that any procedure, negotiation, documentation, dispute, controversy and similar interaction with a Job Seeker relating to recruitment and similar items shall be carried out separately between the Employer and the Job

Seeker outside the Services. Employer shall have the sole responsibility towards the Job Seeker and indemnify and hold Jobcast harmless in the event of any claim from a Job Seeker in relation to such interaction with the Employer.

- 13.3 Our intention is that the Services shall be available at all times and we strive to correct any errors and deficiencies without undue delay. By accepting these Terms, you confirm that Jobcast does not guarantee that the Services (or parts of the Services) will be provided without interruptions, disturbances, delays, or other errors.

14. LIMITATION OF LIABILITY

- 14.1 The Services are provided "as is" without any warranties of any kind from Jobcast, whether expressed or implied, as to the accessibility, quality, suitability, accuracy etc. of the Services.
- 14.2 Jobcast hereby disclaims, to the extent permitted by law, from liability for any direct and indirect damages suffered by you as a User or any third-party in connection with the use of or obstruction in the use of the Services, regardless of how the damage occurs and whether the damage is caused by negligence or breach of contract on our part.
- 14.3 We will not accept any liability for any loss or damage suffered as a result of events beyond our control, which events we reasonably could not have anticipated at the time these Terms were accepted and whose consequences we could not reasonably have avoided or overcome.

15. SUBCONTRACTORS

Jobcast may use subcontractors for the performance of the Services and its obligations under these Terms and the User hereby accepts such use of subcontractors. Jobcast shall however remain responsible for the performance of such subcontractors as for its own.

16. COMPLAINTS AND CLAIMS PROCEDURES

- 16.1 We strive to ensure your complete satisfaction with our Services but if, for any reason, you are dissatisfied with our Services or have a complaint, please notify us as soon as possible so that we may investigate the complaint.
- 16.2 All complaints shall be submitted by e-mail to hello@jobcastapp.com as soon as you have become aware of the circumstances giving rise to the claim. We will handle all complaints as soon as possible and will thereafter get back to you with our final response in the matter.
- 16.3 If we or our insurers in respect of a claim decides to reimburse you, you shall, as a condition for such reimbursement, transfer the right to recourse against third parties to us or our insurers by way of subrogation or assignment.

17. PUBLICITY

Unless you have instructed us otherwise, once a Job Episode or Company Episode has been published as a result of the use of the Services, we may disclose our involvement in the recruiting process by mentioning you as a customer on our website and in the App. This right shall survive the termination of these Terms.

18. AMENDMENTS

- 18.1 These Terms may be amended by us from time to time. The latest version will always be available in the App and

on our website: www.jobcastapp.com, and we advise you to review the App or the website periodically for any changes. A copy of the latest version of these Terms will be sent to you upon request.

- 18.2 Your continued use of the Services after an amendment of these Terms shall constitute an agreement by you to be bound by such amendment(s).

19. LEGAL RELATIONSHIP BETWEEN THE PARTIES

Jobcast will act as an independent contractor under these Terms, and nothing herein shall be construed as creating an employment relationship of any kind or a partnership as set out in the Swedish Partnership Act (Sw: *lagen om handelsbolag och enkla bolag*) between the Parties.

20. TERMINATION OF SERVICES

- 20.1 As a User of our Services, you have the option to terminate these Terms by cancelling your account in the App by submitting such a request to hello@jobcastapp.com.
- 20.2 Jobcast is entitled, at its sole discretion and without prior warning, to limit your access to the App and the Services in the event that:
- (i) there is a regulatory change that limits Jobcast's ability to offer the Services in general and/or in a specific market;
 - (ii) any event beyond Jobcast's control prevents Jobcast from providing access to the Services including, but not limited to, technical problems, capacity problems and communication problems; or
 - (iii) Jobcast believes that a User abuses the Services or otherwise acts in violation of these Terms.
- 20.3 Jobcast may terminate these Terms, and your use of the Services, at any time by giving you a 30 days' prior written notice.
- 20.4 Your right to use the Services expires at termination of these Terms.

21. GOVERNING LAW AND DISPUTE RESOLUTION

- 21.1 These Terms and all issues in connection with them or the use of our Services shall be governed by and construed in accordance with the substantive laws of Sweden, without respect to conflict of law principles.
- 21.2 Any dispute, controversy or claim arising out of or in connection with these Terms or the breach, termination or invalidity thereof, or regarding our Services, shall be finally settled by arbitration in accordance with the Rules of Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm, Sweden. Unless otherwise agreed between us, the language to be used in the arbitral proceedings shall be Swedish.
- 21.3 All arbitral proceedings conducted in accordance with Section 21.2 above and all information disclosed in the course of such arbitral proceedings, as well as any decision or award made or declared during the proceedings, shall be kept strictly confidential. Such information, decision or award may not, in any form, be disclosed to a third party without the express consent of the other Party. A Party shall however not be prevented from disclosing such information in order to preserve its rights versus the other Party or an insurance policy underwriter or if the Party is required to disclose pursuant to mandatory law or stock exchange rules and regulations or similar.