

RAKUNA MEMBERS TERMS OF SERVICE

Version 1.0

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THIS LEGAL AGREEMENT BETWEEN YOU AND RAKUNA (“AGREEMENT”) GOVERNS YOUR USE OF THE RAKUNA RECRUIT MOBILE APPLICATION AND MEMBERS-ONLY FEATURES OF THE WEBSITE INCLUDING THE RAKUNA DASHBOARD LOCATED AT WWW.RAKUNA.CO (COLLECTIVELY REFERRED TO AS THE “SERVICE”). IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE FOLLOWING TERMS. BY SIGNING UP AN ACCOUNT OR BY UTILIZING THE RAKUNA SERVICE, YOU ARE AGREEING THAT THIS AGREEMENT AND THE [WEBSITE TERMS OF SERVICE](#) WILL APPLY IF YOU CHOOSE TO ACCESS OR USE THE SERVICE, AND THAT YOU HAVE THE REQUISITE AUTHORITY TO ENTER INTO THIS AGREEMENT.

Rakuna is the provider of the Service, which permits you to utilize certain members-only Internet services including Rakuna Recruit and Rakuna Dashboard (defined below), only under the terms and conditions set forth in this Agreement. Capitalized terms in this Agreement shall have their meanings as defined in the Website Terms of Service. Any new terms shall have their meanings as defined in this Agreement.

I. DEFINITIONS

A. “Software” means the back-end software used to provide front-end access to and use of the Service, including without limitation databases, documentation, source code, system and network interfaces, internal network, disk storage, software, operating systems, engines, warehouses and internal communications backbone.

B. “Suggestions” means all suggested improvements to the Service.

II. TYPES OF SERVICE

A. Rakuna Recruit. The Rakuna Recruit mobile application (“Rakuna Recruit”) allows you to capture candidate resumés with the camera feature on your iOS device, store recruiting content (such as student resumés, contact information, job preferences, and recruiter ratings), and manage and evaluate candidates in real-time. Rakuna Recruit is currently not compatible with Android devices.

B. Rakuna Dashboard. The Rakuna Dashboard is a cloud-based web platform that uploads your candidate information from Rakuna Recruit into an online, searchable candidate database, creates and manages recruiting events, makes such content and events accessible on your compatible devices and computers, and employs metrics-reporting tools (“Rakuna Dashboard”).

III. USER TYPES

A. After you have created an Account, you become the Administrator of that Account and may determine access rights to the Service for your Users, who may be classified as Mobile Users or Reviewers (Administrator, Mobile User, and Reviewer collectively, “Users”). While there is no limit on the number of Mobile Users or Reviewers, you warrant that if you are using the Service on behalf of a company, all Users who use the Service are employees of said company.

B. Administrators. A User who is an administrator has full access to Rakuna Recruit and Rakuna Dashboard (“Administrator”).

- C. Mobile Users. Users who are on-campus recruiters have full access to Rakuna Recruit, and limited access to Rakuna Dashboard restricted to viewing candidate profiles (“Mobile Users”).
- D. Reviewers. Users who are reviewers have full access to Rakuna Recruit, and read-only permission to the Rakuna Dashboard, except that such reviewers may comment on candidate profiles (“Reviewers”).

IV. REQUIREMENTS FOR USE OF THE SERVICE

A. Age. The Service is only available to individuals aged 13 years or older (or equivalent minimum age in the relevant jurisdiction). If you are not at least 13 years old, you may not create an Account or access or use the Service. If you are an Administrator, you may not create an Account on behalf of a User who is under 13 years old. Rakuna does not knowingly collect, use or disclose personal information from children under 13, or equivalent minimum age in the relevant jurisdiction. To use the Service, you cannot be a person barred from receiving the Service under the laws of the United States or other applicable jurisdictions, including the country in which you reside or from where you use the Service. By accepting this Agreement, you represent that you understand and agree to the foregoing.

B. Devices and Accounts. Use of the Service may require compatible devices, Internet access, and certain software (fees may apply); may require periodic updates; and may be affected by the performance of these factors. Rakuna reserves the right to limit the number of Accounts that may be created from a device and the number of devices associated with an Account. The latest version of required software may be required for certain transactions or features. You agree that meeting these requirements is your responsibility.

C. Limitations on Use. You agree to use the Service only for purposes permitted by this Agreement and Section II of the Terms, and only to the extent permitted by any applicable law, regulation, or generally accepted practice in the applicable jurisdiction. If your use of the Service or other behavior intentionally or unintentionally threatens Rakuna’s ability to provide the Service or other systems, Rakuna shall be entitled to take all reasonable steps to protect the Service and Rakuna’s systems, which may include suspension of your access to the Service. Repeated violations of the limitations may result in termination of your Account. If you are a Mobile User or Reviewer, you understand that your access to Rakuna Dashboard is limited, and you agree not to attempt to access features of Rakuna Dashboard that you are prohibited from accessing or using.

D. Availability of the Service. The Service, or any feature or part thereof, may not be available in all languages or in all countries and Rakuna makes no representation that the Service, or any feature or part thereof, is appropriate or available for use in any particular location. To the extent you choose to access and use the Service, you do so at your own initiative and are responsible for compliance with any applicable laws.

E. Changing the Service. Rakuna reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the Service. Such modifications and additional terms and conditions will be communicated to you and, if accepted, will be effective immediately and will be incorporated into this Agreement. In the event that you refuse to accept such changes, Rakuna will have the right to terminate this Agreement and your Account. You agree that Rakuna shall not be liable to you or any third party for any modification or termination of the Service. If you have paid to use the Service and Rakuna terminates it or materially downgrade its functionality, Rakuna will provide you with a pro rata refund of any pre-payment.

V. FEATURES AND SERVICES

A. Backup. It is your responsibility to maintain appropriate alternate backup of your information and data. TO THE GREATEST EXTENT PERMISSIBLE BY APPLICABLE LAW, RAKUNA DOES NOT GUARANTEE OR WARRANT THAT ANY CONTENT YOU MAY STORE OR ACCESS THROUGH THE SERVICE WILL NOT BE SUBJECT TO INADVERTENT DAMAGE, CORRUPTION, LOSS, OR REMOVAL IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, AND RAKUNA SHALL NOT BE RESPONSIBLE SHOULD SUCH DAMAGE, CORRUPTION, LOSS, OR REMOVAL OCCUR.

B. Photos. When you use the “Snapshot Resume” feature of the Rakuna Recruit application on your mobile device, photos are stored on the Rakuna Dashboard or, if your mobile device is not connected to the Internet, on your mobile device for future syncing. Such photos are considered to be User Content.

VI. FEES AND PAYMENT

A. Service Fees. BY CREATING AN ACCOUNT AND SIGNING UP FOR THE SERVICE, YOU UNDERSTAND THAT YOU ARE SIGNING UP FOR A PAY-BY-EVENT SUBSCRIPTION SERVICE. ONE EVENT CREDIT ENTITLES YOU TO USE OF THE SERVICE WITH RESPECT TO ONE RECRUITING EVENT (“EVENT CREDIT”). EVENT CREDITS MUST BE PURCHASED IN ADVANCE OF AN EVENT. ALL AMOUNTS PAYABLE UNDER THIS AGREEMENT WILL BE MADE WITHOUT SETOFF OR COUNTERCLAIM, AND WITHOUT ANY DEDUCTION OR WITHHOLDING. FEES FOR ANY NEW SERVICE OR NEW FEATURE OF A SERVICE WILL BE EFFECTIVE WHEN RAKUNA POSTS UPDATED FEES ON THE SITE UNLESS EXPRESSLY STATED OTHERWISE IN A NOTICE. RAKUNA MAY MODIFY, INCREASE, DECREASE, OR ADD OR SUBTRACT NEW FEES FOR ANY EXISTING SERVICE BY GIVING YOU AT LEAST 30 DAYS’ ADVANCE NOTICE.

B. Payment Disputes. For any payment disputes, please contact support@rakuna.co.

C. Refund Policy. Fees are based on Event Credits purchased and not actual usage. If a recruiting event is cancelled, the Event Credit may be applied to a future recruiting event. For refund requests, please contact support@rakuna.co.

D. Taxes. Rakuna’s fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”). You are responsible for paying all Taxes associated with your purchases hereunder. If Rakuna has the legal obligation to pay or collect Taxes for which you are responsible, Rakuna will invoice you and you will pay that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority.

VII. TERM AND TERMINATION

Subject to this Section, this Agreement will remain in full force and effect until your Account is suspended or terminated. We may suspend or terminate your rights to use the Service (including your Account) at any time for any reason at our sole discretion, including for any use of the Service in violation of this Agreement. Upon termination of your rights under this Agreement, your Account and right to access and use the Service will terminate immediately. You understand that any termination of your Account removes your access rights but may not involve the deletion of your User Content associated with your Account from our live databases. Certain User Content, such as a candidate profile, may be preserved for the benefit of the candidate. Rakuna will not have any liability whatsoever to you for any termination of your rights under this Agreement, including for termination of your Account or deletion of your User Content. Even after your rights under this Agreement are terminated, the following provisions of these Terms will remain in effect: Sections IV.E, V, VI.D, VII, VIII, IX, X, XI, XII, XIII, and XIV.

VIII. PROPRIETARY RIGHTS

A. User Content. As between you and Rakuna, you or your licensors own all right, title, and interest in and to User Content. Except as provided in this Section VI, Rakuna obtains no rights under this Agreement from you or your licensors to User Content, including any related intellectual property rights. You consent to Rakuna's use of User Content to provide the Service to you and any of your Users. Rakuna may disclose User Content to provide the Service to you or any Users or to comply with any request of a governmental or regulatory body (including subpoenas or court orders).

B. Adequate Rights. You represent and warrant to Rakuna that: (a) you or your licensors own all right, title, and interest in and to User Content and Suggestions; (b) you have all rights in User Content and Suggestions necessary to grant the rights contemplated by this Agreement; and (c) none of User Content, Suggestions or Users' use of User Content, Suggestions or the Service will violate the Acceptable Use Policy.

C. Service Offerings Rights. As between you and Rakuna, Rakuna or our affiliates or licensors own and reserve all right, title, and interest in and to the Service and all Software. Rakuna grants you a limited, revocable, non-exclusive, right to access and use the Service solely in accordance with this Agreement. You obtain no rights under this Agreement from Rakuna or our licensors to the Service, including any related intellectual property rights.

D. Use Restrictions. Neither you nor any User may use the Service in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any User may, or may attempt to (a) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Service, (b) reverse engineer, disassemble, or decompile the Service or apply any other process or procedure to derive the source code of any software included in the Service, (c) access or use the Service in a way intended to avoid incurring fees, or (d) resell the Service. All rights granted to you in this Agreement are conditional on your continued compliance with this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against Rakuna or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Service you have used. Use of any Rakuna trademarks is strictly prohibited without Rakuna's prior written approval. If you would like to use any Rakuna trademarks, please contact Rakuna at support@rakuna.co with your inquiry.

E. Suggestions. If you provide any Suggestions to Rakuna or our affiliates, Rakuna will own all right, title, and interest in and to the Suggestions, even if you have designated the Suggestions as confidential. Rakuna and its affiliates will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to Rakuna all right, title, and interest in and to the Suggestions and agree to provide Rakuna any assistance as may be required to document, perfect, and maintain Rakuna's rights in the Suggestions.

IX. PRIVACY

A. Data Privacy. In providing the Service to you, it may be necessary for Rakuna to obtain, receive, or collect data or information, including your User Content, from you (collectively "Project Data"). In such cases, you grant Rakuna and its partners, vendors, and affiliates a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of the Project Data solely to facilitate the Service. In addition, you grant Rakuna a license to aggregate the Project Data for use in an anonymous manner in support of Rakuna's marketing and sales activities. You also grant Rakuna the right to copy and maintain such material and content on Rakuna's servers (or the servers of its suppliers). You represent and warrant that you have obtained all rights, permissions, and consents necessary to use and transfer the Project Data in conjunction with your use of the Service. You further represent that the Project Data does not include

patient information or records subject to the Health Insurance Portability and Accountability Act (“HIPAA”). Subject to this Section IX.A, Rakuna agrees that it will not give any third-party access to Project Data. Notwithstanding the foregoing, Rakuna may disclose Project Data as required by applicable law or by proper legal or governmental authority. Rakuna will notify you within fourteen (14) days of any such legal or governmental demand and reasonably cooperate with you in any effort to seek a protective order or otherwise to contest such required disclosure, at your expense, including but not limited to attorney’s fees.

X. INDEMNIFICATION

A. General. You will defend, indemnify, and hold harmless Rakuna, its affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or relating to any third party claim concerning: (a) your or any Users’ use of the Service (including any activities under your Account and use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by you or any User; (c) your User Content or the combination of your User Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by your User Content or by the use, development, design, production, advertising or marketing of your User Content; or (d) a dispute between you and any User. If Rakuna or its affiliates are obligated to respond to a third-party subpoena or other compulsory legal order or process described above, you will also reimburse Rakuna for reasonable attorneys’ fees, as well as its employees’ and contractors’ time and materials spent responding to the third party subpoena or other compulsory legal order or process at Rakuna’s then-current hourly rates.

B. Process. Rakuna will promptly notify you of any claim subject to [Section VIII](#), but Rakuna’s failure to promptly notify you will only affect your obligations under [Section VIII.A](#) to the extent that Rakuna’s failure prejudices your ability to defend the claim. You may: (a) use counsel of your own choosing (subject to Rakuna’s written consent) to defend against any claim; and (b) settle the claim as you deem appropriate, provided that you obtain Rakuna’s prior written consent before entering into any settlement. Rakuna may, however, assume control of the defense and settlement of the claim at any time at Rakuna’s cost.

XI. DISCLAIMERS

THE SERVICE IS PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND RAKUNA (AND ITS SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS FO ANY KIND, AS SET FORTH IN [SECTION 8](#) OF THE TERMS.

XII. LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL RAKUNA (OR ITS SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SERVICE, AS SET FORTH IN [SECTION 9](#) OF THE TERMS.

XIII. MODIFICATIONS TO THE AGREEMENT

Rakuna may modify this Agreement (including any Policies) at any time by posting a revised version on the Site or Rakuna Recruit, or by otherwise notifying you via email. The modified terms will become effective upon posting or, if Rakuna notifies you by email, as stated in the email message. By continuing to use the Service after the effective date of any modifications to this Agreement, you agree

to be bound by the modified terms. It is your responsibility to check the Site regularly for modifications to this Agreement. We last modified this Agreement on the date listed at the beginning of this Agreement.

XIV. MISCELLANEOUS

A. Confidentiality and Publicity. You may use Rakuna's confidential information only in connection with your use of the Service as permitted under this Agreement. You will not disclose Rakuna's confidential information during the Term or at any time during the 5 year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Rakuna's confidential Information, including, at a minimum, those measures you take to protect your own or your company's confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to this Agreement or your use of the Service without Rakuna's express written permission. You will not misrepresent or embellish the relationship between Rakuna and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors), or express or imply any relationship or affiliation between Rakuna and you or any other person or entity without Rakuna's express written permission.

B. Force Majeure. Rakuna and its affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

C. Independent Contractors. Rakuna and you (or your company) are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.

D. No Third Party Beneficiaries. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.