

## Pricing & Payment Terms for Emplo

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### 1. Purpose and Scope

1.1 These Pricing & Payment Terms (the “Pricing Terms”) set out the rules governing fees, invoicing, and payment for the Emplo service (“Emplo”), as provided by inAi (the “Company”) via its websites and applications.

1.2 The Pricing Terms form an integral part of, and must be read together with, the Emplo Terms of Service and the Company’s Legal and Privacy documentation. In case of conflict between the Emplo Terms of Service and these Pricing Terms about fees and payment, these Pricing Terms prevail for those specific topics.

1.3 These Pricing Terms apply to all individual users of Emplo who are job-seekers or candidates (“Users”). They do not govern any separate agreements that the Company may have with employers, partners, or institutional clients.

1.4 By creating an Emplo account, using Emplo, or accepting an offer that triggers a fee under these Pricing Terms, the User agrees to be bound by these Pricing Terms in addition to the Emplo Terms of Service.

1.5 The Pricing Terms describe in particular:

- the types of fees that may apply,
- when those fees become due,
- how they are calculated,
- how they must be paid, and
- the obligations of the User to cooperate, provide information, and avoid abusive behaviour.

1.6 Nothing in these Pricing Terms is intended to deprive the User of rights granted by mandatory consumer protection or labour law in the User’s country of residence. Where a provision of these Pricing Terms conflicts with such mandatory law, the mandatory rule prevails, and the Company may adjust, reduce, or waive fees accordingly.

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### 2. Definitions

For the purposes of these Pricing Terms, the following terms have the meanings set out below. If a term is not defined here, it has the meaning given to it in the Emplo Terms of Service.

2.1 **Company** means inAi, a simplified joint-stock company (SASU) incorporated under the laws of France, as identified in the Legal section of the inAi website, which provides Emplo to Users.

2.2 **Emplo** means the AI-assisted job-search service provided by the Company to Users, which includes CV analysis, preference capture, job search and matching, preparation of application materials, dashboard features, and, where enabled by the User, automated application submission features.

2.3 **User** or **You** means any natural person who creates an Emplo account or otherwise uses Emplo as a job-seeker or candidate.

2.4 **Service** means all functionalities of Emplo made available to Users, including but not limited to:

- reading and analysing the User's CV and profile,
- searching for and matching job offers,
- preparing or drafting CVs, cover letters, and other application materials,
- providing a dashboard and status tracking,
- where activated by the User, submitting applications on the User's behalf through connected platforms or communication channels, and
- associated customer support related to Emplo.

2.5 **Relevant Position** means any paid role for which the User applies using Emplo or with the material help of Emplo, including internships, apprenticeships, fixed-term contracts, permanent contracts, and equivalent paid roles, unless expressly excluded in these Pricing Terms. For the avoidance of doubt, self-employment, freelance, or consulting engagements where the User invoices as an independent contractor and is not hired under an employment-type contract are not considered Relevant Positions under these Pricing Terms, unless the Company has expressly agreed otherwise in writing for a specific project.

2.6 **Employment Contract** means any binding agreement under which the User undertakes to perform work or services in exchange for remuneration for a Relevant Position, including but not limited to:

- permanent employment contracts (e.g. CDI or equivalent),
- fixed-term employment contracts (e.g. CDD or equivalent),
- internships and apprenticeships where the User receives a stipend or allowance, and
- other written or electronic agreements that have the same effect, such as an offer letter accepted by the User that creates a binding employment relationship.

2.7 **Remuneration** means the total fixed gross amount that the User is contractually entitled to receive for a Relevant Position during a standard full month of work at the start

of the Employment Contract, excluding variable compensation such as commissions, discretionary bonuses, overtime, or profit-sharing, unless explicitly stated otherwise in these Pricing Terms.

**2.8 Gross Monthly Salary** means the portion of Remuneration that is expressed as a fixed monthly gross amount (before taxes and employee social contributions) in the Employment Contract or, where the contract expresses salary in another periodic form, the equivalent monthly gross amount calculated by dividing the contractual gross annual remuneration by twelve (12).

**2.9 Emplo Fee** means any fee payable by the User to the Company under these Pricing Terms in connection with a Relevant Position, including:

- the fixed fee for certain entry-level or internship roles, and
- the Deferred Service Fee calculated as a percentage of the Gross Monthly Salary for other roles, subject to the Service Cap described in Section 3, as further described in Section 3.

**2.10 Fixed Fee Tier** means the Emplo Fee applied to internships and entry-level situations below the threshold defined by the Company (including roles below the relevant statutory minimum wage level in the applicable jurisdiction), as set out in Section 3.

**2.11 Deferred Service Fee Tier** means the Emplo Fee calculated on a deferred basis by reference to a percentage of the User's Gross Monthly Salary for Relevant Positions that do not fall within the Fixed Fee Tier, subject to the Service Cap, as set out in Section 3.

**2.12 Chargeable Event** means the occurrence of conditions that give rise to an obligation for the User to pay an Emplo Fee, as described in Section 4.

**2.13 Territory** means the geographical area in which the Company makes Emplo available to Users and in which these Pricing Terms apply. As of the effective date of these Pricing Terms, the primary focus of Emplo is Users seeking roles in Europe; the Company may extend or restrict the Territory from time to time.

**2.14 Platform** means any third-party job board, career site, recruiting platform, email provider, or other service that the User connects to Emplo or that Emplo interacts with in connection with the User's job search.

**2.15 Auto-Apply Feature** means the optional functionality within Emplo that, when explicitly enabled and configured by the User, allows Emplo to submit applications automatically on the User's behalf to Platforms or employers, according to rules and limits defined by the User.

**2.16 Effective Date** means the date on which these Pricing Terms come into force, as indicated in the header or footer of the final adopted version of this document.

**2.17 Business Day** means any day other than a Saturday, Sunday, or public holiday in France, unless a different definition is provided in the Emplo Terms of Service.

**2.18 Applicable Law** means all mandatory laws and regulations that apply to the relationship between the User and the Company in relation to Emplo, including consumer protection, labour, and data-protection laws in the User's country of residence and in France.

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### 3. Pricing Model and Fee Types

#### 3.1 General Principles

3.1.1 Emplo is offered without subscription fees for individual Users. The Company does not charge any recurring subscription or "seat" fee to job-seekers for using Emplo.

3.1.2 The Company may charge Users Emplo Fees linked to successful employment outcomes, under the conditions described in these Pricing Terms. Where no Chargeable Event occurs, no Emplo Fee is due. For the avoidance of doubt, the expression "no job, no fee" used in Emplo's marketing materials means that, in ordinary cases, no Emplo Fee is due unless and until a Chargeable Event occurs as defined in Section 4, and in particular no Emplo Fee is due where no Employment Contract is entered into or where an offer is withdrawn by the employer before the start date for reasons not attributable to the User, subject to the specific rules in Section 8.

3.1.3 The Company does not charge fees to employers or Platforms in connection with the placement of Users. Any Emplo Fee is owed solely by the User.

3.1.4 All Emplo Fees constitute a **Software License Fee** strictly remunerating the User's access to Emplo's AI architecture, computing resources, and automation workflows. The calculation of this fee based on future salary is solely a **financial indexation method** designed to align the cost of the license with the User's post-search solvency. These fees are **not** brokerage commissions, placement fees, or recruitment fees.

3.1.5 The Parties expressly agree that nothing in these Pricing Terms is intended to create, and shall not be interpreted as creating, a mandate for the Company to act as a **placement intermediary, employment agency or temporary work agency** on behalf of any employer or User. The Company does not commit to filling any specific role and does not receive any remuneration from employers linked to your hiring.

3.1.6 If a competent authority in a given jurisdiction were nonetheless to classify the Company's activity as a regulated form of employment agency or similar service, any adjustments required by Applicable Law (for example, prohibiting or limiting success-based fees to job-seekers) shall be implemented **only for Users and Chargeable Events subject to that jurisdiction**, without prejudice to the validity of the pricing model in other jurisdictions where such restrictions do not apply.

#### 3.2 Fixed Fee Tier – Entry-Level and Internship Roles

3.2.1 For internships and entry-level Relevant Positions where the User's remuneration at the start of the Employment Contract is below a threshold indicated by the Company for the country where the Relevant Position is located (for example, roles where the Gross Monthly Salary is below or close to the applicable statutory minimum wage level), the Emplo Fee is a one-time fixed amount (the "Fixed Fee").

3.2.2 As of the date of publication of these Pricing Terms, the Fixed Fee amount and the applicable threshold for the Fixed Fee Tier are advertised on the Emplo product page and/or within the User's account and are currently set, for eligible roles, at ninety-nine euros (€99) and the corresponding threshold indicated there. The Company may adjust these values for future Chargeable Events in accordance with Section 13.

3.2.3 The Fixed Fee is due only when a Chargeable Event occurs for an eligible entry-level or internship Relevant Position. If no such Chargeable Event occurs, no Fixed Fee is due.

### 3.3 Deferred Service Fee Tier – Other Paid Roles

3.3.1 For all other Relevant Positions, the Emplo Fee is a **Deferred License Fee**. The payment of this fee is deferred until the User regains financial solvency via employment. The fee corresponds to the value of the software services provided, indexed to the User's financial capacity (Gross Monthly Salary), and strictly **capped at a maximum amount** (the 'Service Cap'). The amount of the Service Cap and, where applicable, any minimum Deferred Service Fee are indicated on the Emplo pricing page or in your Account at the time you start using Emplo for a given job search.

3.3.2 The exact percentage used to calculate the Deferred Service Fee is indicated on the Emplo product page or within the User's account at the time the User uses Emplo for a particular job search, and will typically fall within a range communicated by the Company (for example, ten to fifteen percent (10–15%) of the Gross Monthly Salary).

3.3.3 The Deferred Service Fee is due only when a Chargeable Event occurs for a Relevant Position in the Deferred Service Fee Tier. If no such Chargeable Event occurs, no Deferred Service Fee is due.

3.3.4 The Company may, at its discretion, offer different Deferred Service Fee percentages to different Users or categories of Users (for example, as part of promotional offers, early-access programmes, or jurisdiction-specific adjustments), provided that the applicable percentage is clearly communicated to the User before any Chargeable Event occurs.

### 3.4 Other Fees and Costs

3.4.1 Unless expressly stated otherwise, the Company does not charge additional onboarding or setup fees to individual Users for Emplo.

3.4.2 The Company may, in the future, introduce optional paid add-on services (for example, premium advisory sessions or additional manual review), each with their own

pricing. Any such fees will be clearly disclosed and will only be charged if the User explicitly opts into those add-on services.

3.4.3 The Company may charge late-payment interest and recovery costs as described in Section 6 if the User fails to pay an Emplo Fee when due, subject to Applicable Law.

3.4.4 The Company does not charge any fee to the User for merely creating an Emplo account, uploading a CV, or running searches, provided no Chargeable Event has occurred and no optional paid add-on has been activated.

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## 4. Chargeable Events (When Fees Become Due)

### 4.1 General Rule

4.1.1 An Emplo Fee becomes due only when a Chargeable Event occurs. The mere use of Emplo, including job search, CV analysis, and preparation of application materials, does not in itself create an obligation to pay any Emplo Fee.

4.1.2 **Solvency Trigger:** The obligation to settle the Deferred License Fee becomes enforceable only when the User's solvency is secured, defined as the User entering into an Employment Contract for a Relevant Position.

4.1.3 **Commercial Performance Guarantee (No Cure, No Pay):** As a commercial guarantee of software effectiveness, if the User diligently uses the Service but does not enter into an Employment Contract for a Relevant Position, the Company applies a **100% commercial waiver** to the accrued License Fee. This waiver constitutes a cancellation of debt due to non-performance of the tool, not a negation of the service rendered.

### 4.2 Material Contribution by Emplo

4.2.1 Emplo is deemed to have materially contributed to a Relevant Position if one or more of the following is true:

- a) the User applied to the Relevant Position using application materials (CV, cover letter, email text, or equivalent) prepared, drafted, or significantly modified by Emplo; or
- b) the User applied via a job link or opportunity that was discovered or recommended by Emplo (including via the dashboard or job-search features); or
- c) the Auto-Apply Feature submitted the User's application, or parts of it, on the User's behalf to the employer or Platform.

4.2.2 For the avoidance of doubt, if the User applies independently to an employer or role where Emplo did not provide any job link, drafting, or submission support, and where Emplo has played no material role in the User's application, no Emplo Fee is owed in relation to that independent application.

### **4.3 Timing of Chargeable Event**

4.3.1 For the Fixed Fee Tier, the Chargeable Event occurs on the date the User enters into an Employment Contract for an eligible entry-level or internship Relevant Position that meets the conditions in Clause 4.1 and 4.2.

4.3.2 For the Deferred Service Fee Tier, the Chargeable Event occurs on the date the User enters into an Employment Contract for a Relevant Position that meets the conditions in Clauses 4.1 and 4.2 and that falls outside the Fixed Fee Tier.

4.3.3 For Employment Contracts that become binding upon written or electronic acceptance of an offer, the Chargeable Event occurs on the date of acceptance, even if the start date of work is in the future, subject to the provisions on cancellations and early termination described elsewhere in these Pricing Terms.

### **4.4 No Tail Period**

4.4.1 The Company does not apply a general “tail period” under which any hiring by an employer introduced by Emplo during a certain period would automatically give rise to Emplo Fees.

4.4.2 Emplo Fees are only due when there is a concrete and direct link between Emplo’s assistance and the specific application leading to the Employment Contract, as defined in Clause 4.2.

4.4.3 This rule does not prevent the Company, in cases of proven deliberate avoidance as described in Clause 7.4, from demonstrating that one or more of the criteria in Clause 4.2.1(a)–(c) are satisfied for a given Employment Contract, even if the User has attempted to conceal or delay the link between Emplo’s assistance and the final outcome.

### **4.5 Jurisdiction-Specific Restrictions**

4.5.1 In some jurisdictions, local law may restrict or prohibit the charging of success-based fees to workers or job-seekers by certain types of service providers. Where such mandatory rules apply, the Company will comply with them and may, to that end:

- a) adjust, reduce, or waive Emplo Fees in whole or in part; and/or
- b) restrict or disable certain Emplo features or pricing tiers for Users in those jurisdictions;

in order to comply with Applicable Law.

4.5.2 The existence of such jurisdiction-specific adjustments does not entitle Users in other jurisdictions to similar adjustments, reductions, or waivers, except where mandated by Applicable Law.

## **5. Fee Calculation Rules**

### **5.1 General Principle**

5.1.1 Unless expressly stated otherwise, Emplo Fees are calculated once per Chargeable Event, by reference to the Employment Contract and the applicable tier (Fixed Fee Tier or Deferred Service Fee Tier).

5.1.2 The User acknowledges that Emplo Fees are calculated based on information provided by the User and, where available, information contained in the Employment Contract or associated written offer. The User is responsible for the accuracy and completeness of such information, subject to the Company's right to request reasonable supporting evidence.

## 5.2 Base for Deferred Service Fee Calculation

5.2.1 For Relevant Positions in the Deferred Service Fee Tier, the Deferred Service Fee is calculated as a percentage of the User's Gross Monthly Salary as defined in Clause 2.8.

5.2.2 Where the Employment Contract expresses the User's remuneration as a gross annual amount, the Gross Monthly Salary is determined by dividing the gross annual amount by twelve (12), unless the contract clearly provides for a different standard month equivalent.

5.2.3 Unless explicitly stated otherwise in writing, the following elements are included in the Gross Monthly Salary:

- a) fixed base salary; and
- b) fixed, contractually guaranteed monthly allowances that are paid regularly with the salary (for example, a fixed monthly housing allowance), where such allowances are clearly identifiable in the Employment Contract.

5.2.4 Unless explicitly stated otherwise in writing, the following elements are excluded from the Gross Monthly Salary and do not enter into the Deferred Service Fee calculation:

- a) variable or discretionary bonuses;
- b) commissions or performance-linked incentives;
- c) overtime payments;
- d) profit-sharing or participation schemes; and
- e) one-off joining or signing bonuses.

5.2.5 If the Employment Contract provides for a "13th month" or similar fixed annual bonus that is contractually guaranteed and forms part of the User's standard remuneration, such bonus may be pro-rated and included in the Gross Monthly Salary for the purposes of the Deferred Service Fee calculation, at the Company's reasonable discretion, taking into account Applicable Law.

## 5.3 Part-Time, Hourly, and Atypical Contracts

5.3.1 For part-time contracts where the Employment Contract specifies a part-time gross monthly salary, the Gross Monthly Salary used for the Deferred Service Fee calculation is the part-time gross amount stated in the contract.

5.3.2 For contracts expressed in hourly terms, the Gross Monthly Salary is determined by multiplying:

- a) the contractual gross hourly rate; by
- b) the number of hours the User is contractually scheduled to work in a standard month (calculated from the Employment Contract or, if not clear, by using the standard full-time or part-time schedule in the relevant jurisdiction).

5.3.3 If the Employment Contract provides for remuneration on a per-day, per-mission, or other atypical basis, the Company will determine a reasonable Gross Monthly Salary equivalent by reference to the contractual terms, taking into account the typical number of working days or missions per month.

5.3.4 In all such atypical cases, the Company will explain to the User, upon reasonable request, how the Gross Monthly Salary and the corresponding Deferred Service Fee were calculated.

#### 5.4 Multiple Relevant Positions

5.4.1 If the User enters into more than one Employment Contract for multiple Relevant Positions where Emplo has materially contributed (for example, the User takes two distinct part-time roles at the same time, or signs two separate contracts during the same period), each such Employment Contract may give rise to a separate Emplo Fee, calculated independently according to these Pricing Terms.

5.4.2 If the User signs a short fixed-term contract followed by a permanent contract for the same role and with the same employer, without any new intervention by Emplo, the Company may at its discretion:

- a) treat the combination of the fixed-term and permanent contract as a single Chargeable Event; and
- b) calculate the Deferred Service Fee on the basis of the Gross Monthly Salary applicable to the more stable contract (for example, the permanent contract), without charging a second fee, unless otherwise agreed in writing.

#### 5.5 Minimum and Maximum Fees

5.5.1 The Company may define minimum or maximum Emplo Fees for the Deferred Service Fee Tier (for example, a minimum invoice amount or a cap), which will be indicated on the Emplo product page or communicated directly to the User before the occurrence of a Chargeable Event.

5.5.2 If such minimum or maximum fees apply, they will be used in place of the purely proportional result where:

- a) the calculated Deferred Service Fee would otherwise fall below the minimum fee; or
- b) the calculated Deferred Service Fee would otherwise exceed the maximum fee.

## 5.6 Currency and Exchange Rates

5.6.1 Unless stated otherwise, Emplo Fees are invoiced in euros (EUR).

5.6.2 If the Employment Contract expresses the User's remuneration in a currency other than euros, the Gross Monthly Salary will be converted into euros using a reasonably recognised reference rate (for example, the European Central Bank reference rate) applicable on the date of the Chargeable Event, or another date specified by the Company in accordance with Applicable Law.

5.6.3 The reference rate used and the date of conversion will be indicated or made available to the User upon request.

## 5.7 Rounding

5.7.1 Emplo Fees may be rounded to the nearest whole euro or to the nearest cent, as specified on the invoice. Any such rounding will not materially change the User's payment obligation and is solely for practical invoicing purposes.

## 5.8 Examples and Illustrations

5.8.1 For transparency, the Company may provide non-binding illustrative examples of Emplo Fee calculations on the Emplo product page or help centre. Such examples are provided for explanatory purposes only and do not override the binding calculation rules set out in these Pricing Terms.

# 6. Payment Process and Methods

## 6.1 Invoicing

6.1.1 When a Chargeable Event occurs, the Company will issue an invoice to the User for the applicable Emplo Fee, using the contact and billing details provided in the User's Emplo account.

6.1.2 The User is responsible for ensuring that their contact and billing details (including email address and postal address, where applicable) are accurate and kept up to date. The Company is not liable for any consequences of the User's failure to update such information, including delayed receipt of invoices.

6.1.3 The Company may issue invoices in electronic form only. By accepting these Pricing Terms, the User agrees to receive invoices electronically, including via email and/or via download from their Emplo account.

6.1.4 Invoices will specify at least:

- a) the type of Emplo Fee (Fixed Fee or Deferred Service Fee);
- b) the basis for calculation (Fixed Fee amount or Gross Monthly Salary and applied percentage);
- c) any applicable taxes;

- d) the currency used; and
- e) the payment due date.

## 6.2 Payment Due Date

6.2.1 Unless otherwise specified on the invoice or in a separate written agreement, Emplo Fees are due within fourteen (14) calendar days from the invoice date.

6.2.2 The User must ensure that the Emplo Fee is paid in full by the due date, using one of the payment methods accepted by the Company at that time.

## 6.3 Accepted Payment Methods

6.3.1 The Company may accept one or more of the following payment methods for Emplo Fees, depending on the User's location and the technical and commercial arrangements in place:

- a) credit or debit card;
- b) SEPA direct debit;
- c) bank transfer; or
- d) other electronic payment methods indicated in the Emplo interface or on the invoice.

6.3.2 The list of accepted payment methods may be updated by the Company from time to time. Any changes will not affect payments already made.

## 6.4 Stored Payment Methods and Authorisation

6.4.1 The Company may, with the User's consent, store details of a payment method (for example, a card token or SEPA mandate) to facilitate the payment of Emplo Fees when they become due. Such storage will comply with Applicable Law and with the security and data-protection commitments described in the Company's Legal and Privacy documentation.

6.4.2 Where the User has provided a stored payment method and has given the necessary authorisations, the User authorises the Company to charge that stored method for Emplo Fees arising from Chargeable Events in accordance with these Pricing Terms, without requiring further action by the User at the time of each charge.

6.4.3 The User may withdraw or change consent for a stored payment method at any time, provided that this does not affect the validity of charges that have already been correctly initiated based on a Chargeable Event. Removing a stored payment method does not relieve the User from paying Emplo Fees that are already due or that become due under these Pricing Terms.

## 6.5 Late Payment and Consequences of Non-Payment

6.5.1 If the User fails to pay an Emplo Fee by the due date indicated on the invoice and does not remedy that failure within a reasonable additional period specified in a written reminder, the Company may, subject to Applicable Law:

- a) charge late-payment interest at a reasonable rate that does not exceed any maximum permitted under Applicable Law; and/or
- b) charge a fixed recovery cost where such a charge is permitted by law; and/or
- c) suspend some or all access to Emplo for the User until all outstanding amounts are paid; and/or
- d) take appropriate steps to recover the unpaid amounts, which may include engaging debt-collection services or legal action.

6.5.2 Any suspension of access to Emplo for non-payment will not affect the User's obligation to pay any Emplo Fees that are already due.

6.5.3 The Company will not be liable for any indirect consequences suffered by the User due to suspension of access to Emplo caused by the User's own non-payment.

## 6.6 Disputed Invoices

6.6.1 If the User believes that an invoice is incorrect, the User must notify the Company promptly, and in any event within ten (10) calendar days of the invoice date, explaining the reasons for the dispute and providing supporting information where possible.

6.6.2 The Company will review the dispute in good faith and will either:

- a) confirm the invoice, with an explanation of the calculation; or
- b) issue a corrected invoice and, if applicable, arrange for a refund or credit where an overpayment has occurred.

6.6.3 The existence of a good-faith dispute does not automatically suspend the User's obligation to pay undisputed amounts by their due date. Where only part of the invoice is disputed, the User must pay the undisputed portion within the normal deadline.

## 6.7 Collection Costs

6.7.1 Where permitted by Applicable Law, if the User substantially fails to pay Emplo Fees when due and the Company is forced to incur reasonable external costs to recover those amounts (for example, fees charged by a debt-collection agency or legal counsel), the Company may recover such reasonable and proportionate costs from the User in addition to the Emplo Fees and any applicable interest. Upon request, the Company will provide a summary of the nature of such costs.

## 6.8 No Set-Off

6.8.1 To the maximum extent permitted by Applicable Law, and without prejudice to any mandatory rights the User may have, the User may not set off or withhold payment of any Emplo Fee on the basis of any claim the User may have against the Company under other provisions of the Emplo Terms of Service or otherwise. Any such claim must be pursued separately, except where Applicable Law expressly allows the User to withhold or set off amounts in response to a serious breach by the Company. This clause does not prevent

you from exercising any right of set-off that you may have under mandatory consumer-protection rules in your country of residence.

## 7. User Obligations – Disclosure, Cooperation, and Anti-Avoidance

### 7.1 Duty to Inform about Relevant Positions

7.1.1 The User must promptly inform the Company when:

- a) the User receives a job offer for a Relevant Position where Emplo has materially contributed, within the meaning of Clause 4.2; and/or
- b) the User enters into an Employment Contract for such a Relevant Position.

7.1.2 Unless impracticable due to circumstances beyond the User's control, the User must provide this information within seven (7) calendar days of receiving the offer or entering into the Employment Contract, whichever occurs first.

7.1.3 The User must provide, at least:

- a) the name of the employer;
- b) the job title or description;
- c) the start date; and
- d) the agreed Remuneration terms (including the Gross Monthly Salary).

### 7.2 Duty to Provide Accurate Information

7.2.1 The User must ensure that all information supplied to the Company for the purpose of calculating Emplo Fees, including Remuneration details, is accurate, complete, and not misleading.

7.2.2 If the User becomes aware that information previously provided has changed or was inaccurate, the User must correct such information without undue delay.

7.2.3 The Company may reasonably rely on information provided by the User unless it has clear grounds to suspect that the information is materially inaccurate or incomplete.

### 7.3 Supporting Evidence and Verification

7.3.1 Where reasonably necessary to verify the occurrence of a Chargeable Event or to calculate the Emplo Fee correctly, the Company may ask the User to provide supporting evidence, such as:

- a) a copy of a written offer or Employment Contract (with sensitive personal information redacted where appropriate);
- b) a pay slip for the first month of employment (with non-relevant items redacted); or
- c) equivalent documentation that demonstrates the terms of the Relevant Position.

The User is explicitly authorised and encouraged to **redact** sensitive information (e.g., social security number, internal company trade secrets) from these documents, provided the Employer Name, Start Date, and Gross Remuneration remain visible.

7.3.2 The User must make reasonable efforts to provide such evidence, taking into account confidentiality obligations and Applicable Law.

7.3.3 The Company will treat such documentation as confidential and will process it in accordance with its Privacy and Security commitments. The Company will only request such documentation where it is reasonably necessary for verification and will not ask for more information than is needed for that purpose.

#### 7.4 Anti-Avoidance and Good Faith

7.4.1 The User must not deliberately take steps to avoid Emplo Fees where a Chargeable Event has occurred under these Pricing Terms.

7.4.2 Prohibited conduct includes, without limitation:

- a) failing to inform the Company of a Relevant Position where Emplo clearly and materially contributed;
- b) instructing or encouraging the employer to disguise or withhold information about Emplo's role in the User's application;
- c) using Emplo to identify relevant roles and prepare application materials, then applying through alternative channels without acknowledging the use of Emplo in order to avoid or dispute the Emplo Fee; or
- d) using false or third-party identities when interacting with Emplo or with employers via Emplo.

7.4.3 If the Company has strong, objective reasons to believe that the User has engaged in deliberate avoidance of Emplo Fees, the Company may:

- a) treat the relevant Employment Contract as a Chargeable Event and invoice the User accordingly; and/or
- b) suspend or terminate the User's access to Emplo in accordance with the Emplo Terms of Service; and/or
- c) take appropriate legal action to recover Emplo Fees and related costs, subject to Applicable Law.

#### 7.5 Confidentiality Guarantee (Anti-Sabotage Protocol)

7.5.1 **Non-Interference:** The Company expressly guarantees **not** to contact the User's employer to verify Remuneration or employment status during the User's probation period, in order to protect the User's professional reputation and job security. The Company relies primarily on the User's good faith declarations and the supporting evidence provided under Clause 7.3.

7.5.2 **Public Data Verification:** The User authorises the Company to verify employment status using publicly available data sources (e.g., LinkedIn profile updates, public company directories).

**7.5.3 Exception for Material Breach:** The Guarantee in 7.5.1 is lifted **only** if: (a) the User fails to provide the required evidence under Clause 7.3 after two formal reminders; or (b) the Company has documented evidence of fraud or deliberate concealment. In such cases, the Company reserves the right to contact the employer **solely for the limited purpose of confirming whether an Employment Contract exists, its start date and the general level of Remuneration**, strictly limiting any data disclosure to what is necessary for debt recovery and always in compliance with Applicable Law.

## 7.6 User Responsibility for Third-Party Terms

7.6.1 The User is responsible for ensuring that their use of Emplo, including the Auto-Apply Feature, complies with the terms and conditions of any Platforms or employers they interact with.

7.6.2 Any sanctions or consequences imposed by Platforms or employers on the User (such as account suspension, loss of opportunity, or contractual penalties) arising from the User's misuse of Emplo or violation of third-party terms do not relieve the User of their obligation to pay Emplo Fees that are otherwise validly due under these Pricing Terms.

## 8. Special Employment Situations and Adjustments

### 8.1 Job Offer Withdrawn by the Employer

8.1.1 If an employer withdraws a job offer for a Relevant Position before the planned start date of the Employment Contract, and the withdrawal is not caused by any fault or misconduct of the User, the Emplo Fee for that Relevant Position will be waived or cancelled, provided that:

- a) the User promptly informs the Company of the withdrawal; and
- b) the User provides reasonable evidence of the withdrawal upon request (for example, an email from the employer).

8.1.2 If the Emplo Fee has already been invoiced but not yet paid when the offer is withdrawn, the Company will cancel the invoice. If the Emplo Fee has already been paid, the Company will refund the amount paid or, with the User's agreement, credit the amount towards future services.

### 8.2 User Withdrawal Before Start

8.2.1 If the User accepts an offer for a Relevant Position and then unilaterally withdraws before the start date of the Employment Contract, the following rules apply:

- a) if the withdrawal occurs at least fourteen (14) calendar days before the scheduled start date, the Company will consider in good faith waiving or reducing the Emplo Fee, taking into account the reasons for the withdrawal (for example, serious illness, force majeure, or a material change in the working conditions offered by the employer) and any evidence provided by the User;
- b) if the withdrawal occurs less than fourteen (14) calendar days before the scheduled

start date, the Emplo Fee for that Relevant Position may still be invoiced where Emplo has already fully delivered the relevant services (including identifying the role, preparing application materials and supporting the User through to a binding offer), but the Company will in good faith consider any request by the User for a waiver or reduction where the withdrawal is based on a legitimate and documented reason. In all cases, any outcome required by Applicable Law will prevail over the general rule in this Clause.

8.2.2 The User must promptly inform the Company of any such withdrawal and provide, upon request, reasonable evidence that the Employment Contract has not commenced (for example, correspondence with the employer).

### 8.3 Probation or Trial Period

8.3.1 Many Employment Contracts include a probation or trial period during which either party may terminate the contract with shorter notice or without cause.

8.3.2 If the Employment Contract is terminated during the probation or trial period, the Emplo Fee for that Relevant Position remains due and is not automatically refundable, unless:

- a) the termination is clearly and exclusively due to the employer's unilateral decision for reasons unrelated to the User's conduct or performance; and
- b) the Company has explicitly committed, in writing or in a specific offer, to provide a refund or credit in such circumstances.

8.3.3 Where the Company has committed to offering a refund or credit related to probationary failure, the conditions (time window, amount or percentage, and whether cash or credit) will be specified in the relevant promotional or contractual terms and will prevail over the general rule in Clause 8.3.2.

### 8.4 Early Termination After Probation

8.4.1 If the Employment Contract is terminated after successful completion of the probation or trial period, whether by the User or by the employer, this does not affect the User's obligation to pay any Emplo Fee that has already become due under these Pricing Terms, unless the Company has explicitly agreed otherwise in writing.

8.4.2 The Company may, at its discretion and without committing to do so, offer goodwill credits or partial refunds in certain early termination situations, particularly where the termination is clearly unrelated to the User's actions and occurs shortly after the probation period. Any such gesture does not create a general right or precedent for other Users.

### 8.5 Salary or Contract Modifications Before Start

8.5.1 If the salary or other financial terms of the Employment Contract are modified between the initial offer and the actual start date, the Emplo Fee will be recalculated based on the final Gross Monthly Salary at the start of the Employment Contract, in accordance with Section 5.

8.5.2 If the employer reduces the User's salary before the start date, the Emplo Fee will be recalculated accordingly, and any overpayment made by the User will be refunded or credited.

## 8.6 Renewals, Extensions, and Promotions

8.6.1 If a fixed-term Employment Contract for a Relevant Position where Emplo has materially contributed is renewed or extended without substantial change to the role, such renewals or extensions do not give rise to additional Emplo Fees, unless explicitly agreed otherwise in writing.

8.6.2 If the User is promoted or receives a salary increase after the start of the Employment Contract, no additional Emplo Fee is due solely because of such promotion or increase, unless explicitly agreed otherwise in writing.

## 8.7 Multiple Contracts and Conversions

8.7.1 If the User signs multiple distinct Employment Contracts with the same employer as a direct result of applications where Emplo materially contributed (for example, the User is hired simultaneously into two separate roles), each such Employment Contract may give rise to a separate Emplo Fee, calculated according to these Pricing Terms.

8.7.2 If the User is initially hired on a temporary or probationary basis and later converted to a permanent Employment Contract for the same role without any new application or intervention by Emplo, the Company may treat all such contractual steps as a single Chargeable Event and charge a single Emplo Fee on the basis of the permanent contract's Gross Monthly Salary, unless otherwise specified in a specific agreement with the User.

# 9. Refunds, Credits, and Promotions

## 9.1 General Principle

9.1.1 Subject always to Applicable Law and to the specific cases expressly described in these Pricing Terms, Emplo Fees are generally non-refundable once they have been correctly invoiced and paid in connection with a valid Chargeable Event.

9.1.2 Any refunds or credits granted by the Company beyond those mandated by law are discretionary goodwill gestures and do not create a right or expectation for future cases.

## 9.2 Refunds Due to Errors or Overpayment

9.2.1 If the Company charges an incorrect amount due to an internal calculation error, incorrect application of the relevant percentage, or other mistake attributable to the Company, the Company will:

- a) correct the invoice; and
- b) refund any overpaid amount or issue a credit to the User's benefit, at the User's choice where practicable.

9.2.2 If the User pays an Emplo Fee that was not actually due (for example, because a Chargeable Event did not occur or because the fee was mistakenly duplicated), the Company will refund the unduly paid amount once the error is verified.

### 9.3 Right of Withdrawal and Upfront Payments

9.3.1 When a User accepts the Emplo Terms of Service (of which these Pricing Terms form part), the User enters into a distance contract for services with the Company. Under Applicable Law, particularly EU consumer law, the User may have a statutory right to withdraw from that service contract within a cooling-off period (for example, fourteen (14) days from conclusion of the contract), subject to specific conditions and exceptions.

Because Emplo Fees are generally success-based and invoiced only after a Chargeable Event, the exercise of any such right of withdrawal will typically have the effect of terminating the User's access to Emplo for the future rather than requiring a refund of Emplo Fees that have already become due in connection with services that have been fully performed (for example, where Emplo has already materially contributed to a Relevant Position that led to an Employment Contract). The User's statutory rights, including any right to withdraw and any obligation to pay for services already provided at the User's express request during the withdrawal period, are described in more detail in the Emplo Terms of Service and will be respected in all cases where they apply.

9.3.2 If the Company introduces any optional upfront paid services or add-ons for Emplo (for example, a paid CV review package billed before completion), the specific terms of those services will clearly indicate:

- a) whether a right of withdrawal applies;
- b) the conditions under which the User can exercise that right; and
- c) any lawful exception to the right of withdrawal (for example, where the service is fully performed before the end of the withdrawal period with the User's express consent).

### 9.4 Credits

9.4.1 In some situations, instead of providing a cash refund, the Company may offer a credit to the User's Emplo account, which can be used to offset future Emplo Fees or pay for certain paid add-on services.

9.4.2 The terms of any credit (amount, scope of use, validity period, and whether it is transferable) will be communicated to the User at the time the credit is granted.

9.4.3 Unless stated otherwise, credits:

- a) cannot be redeemed for cash;
- b) are personal to the User and non-transferable; and
- c) expire after a specified period (for example, twelve (12) months from the date of grant), after which they may be cancelled without compensation.

### 9.5 Promotions, Discounts, and Referral Offers

9.5.1 From time to time, the Company may offer promotions, discounts, or referral programmes that reduce the Emplo Fee or grant other financial advantages to Users.

9.5.2 The specific terms of each promotion or discount (such as eligibility conditions, amount or percentage, applicable period, and any minimum fee) will be indicated in the promotional materials or in the User's account and will prevail over the general pricing rules where they expressly differ.

9.5.3 Unless expressly stated otherwise, promotions and discounts:

- a) apply only to future Chargeable Events, not to past invoices;
- b) may not be combined with other promotions or discounts; and
- c) can be modified or withdrawn by the Company for the future at any time, without affecting benefits already earned or Emplo Fees already paid.

9.5.4 Referral programmes may grant benefits either to the referring User, to the referred User, or to both. Any such programme will have specific rules that define how referrals are tracked, when benefits are earned, and how they can be used or withdrawn.

## 10. Taxes, Currency, and Billing Jurisdiction

### 10.1 Taxes on Emplo Fees

10.1.1 Emplo Fees may be subject to value-added tax (VAT), goods and services tax (GST), or other comparable consumption taxes depending on the User's country of residence, the place of supply, and the Company's obligations under Applicable Law.

10.1.2 Unless explicitly stated otherwise, prices advertised on the Emplo product page for individual Users include applicable VAT for Users located in the European Union, based on the default assumptions that apply at the time of display. If this assumption changes (for example, because the User's actual country of residence is different), the final VAT treatment may be adjusted at checkout or on the invoice.

10.1.3 The invoice will specify, to the extent required by law:

- a) the net amount of the Emplo Fee;
- b) the applicable tax rate and tax amount; and
- c) the total amount due (tax-inclusive).

10.1.4 The User is solely responsible for any personal income tax, social security contributions, or other taxes due in connection with the Remuneration received from employers. Emplo Fees do not include or cover such obligations.

### 10.2 Currency

10.2.1 As stated in Section 5.6, Emplo Fees are generally invoiced in euros (EUR).

10.2.2 If the User's bank or payment provider charges currency conversion fees or other charges in connection with the payment of Emplo Fees, such fees or charges are the sole responsibility of the User and are not refundable by the Company.

### 10.3 Billing Entity and Identification

10.3.1 Emplo Fees are billed by the Company entity identified in the Legal section of the inAi website, which includes the Company's legal name, registered office address, and trade register information.

10.3.2 The Company's VAT identification number and other mandatory legal information will be indicated on invoices, where required by Applicable Law.

### 10.4 Place of Performance and Supply

10.4.1 For tax and legal purposes, the Service is generally deemed to be supplied by the Company from its place of establishment, subject to any specific rules applicable to digital services or distance contracts under Applicable Law.

10.4.2 Nothing in this Section 10 overrides mandatory localisation rules that may require specific tax treatment or consumer protections in the User's country of residence.

## 11. Regulatory and Territorial Limitations

### 11.1 Variations in Applicable Law

11.1.1 The User acknowledges that laws and regulations concerning employment, recruitment, and the charging of fees to job-seekers may vary significantly between countries and, in some cases, between regions within a country.

11.1.2 The Company aims to structure Emplo and these Pricing Terms in a way that is compatible with the main legal frameworks applicable in the Territory, but it cannot guarantee uniform legal treatment in all jurisdictions.

11.1.3 Where mandatory local rules prohibit or restrict the charging of certain types of fees to job-seekers or workers, such mandatory rules prevail over any conflicting provision of these Pricing Terms.

### 11.2 Territorial Scope of Emplo Fees

11.2.1 Emplo is primarily designed for Users seeking Relevant Positions in Europe. The Company may, at its discretion, restrict the availability of Emplo, or specific Emplo features or pricing models, to certain countries or territories. Specific jurisdictions where the Deferred Service Fee is restricted or modified are listed in **Annex A (Restricted Jurisdictions)**.

11.2.2 The Company may also decide not to charge Emplo Fees, or to charge only fixed or subscription-type fees, to Users located in specific jurisdictions where success-based

fees payable by job-seekers are legally sensitive or prohibited, or where the legal position is uncertain.

11.2.3 Any such territorial restrictions or variations will be indicated in the Emplo interface, on the Emplo product page, or in communications sent to affected Users.

11.2.4 The Company may publish on the Emplo product page or in the Legal section of its website an up-to-date indication of the countries or territories in which success-based Emplo Fees are available to individual Users. Users whose country of residence or whose target job location is not listed as eligible may either be offered alternative pricing models (if available) or be informed that Emplo is not available to them in its success-based form.

### 11.3 Jurisdiction-Specific Adjustments to Pricing

11.3.1 To comply with Applicable Law and to reflect local regulatory expectations, the Company may, for specific countries or categories of Users:

- a) adjust the level or structure of Emplo Fees;
- b) impose additional conditions before an Emplo Fee becomes due;
- c) waive or reduce Emplo Fees for particular types of Relevant Positions; or
- d) replace success-based fees with alternative pricing models.

11.3.2 Where such jurisdiction-specific adjustments apply, they will be communicated clearly to Users concerned and will prevail over conflicting general provisions of these Pricing Terms.

### 11.4 Suspension or Restriction of Emplo in Certain Jurisdictions

11.4.1 If the legal or regulatory environment in a particular jurisdiction changes or becomes incompatible with the pricing model used by Emplo, the Company may:

- a) suspend access to Emplo for Users in that jurisdiction;
- b) disable certain features (including the Auto-Apply Feature or success-based billing); or
- c) transition those Users to an alternative pricing or product configuration.

11.4.2 The Company will use reasonable efforts to notify affected Users in advance of any such suspension or material restriction, unless urgent legal or regulatory circumstances make advance notice impracticable.

### 11.5 No Implicit Legal or Regulatory Status

11.5.1 Nothing in these Pricing Terms, or in the structure of Emplo Fees, is intended to confer on the Company the legal status of an employment agency, temporary work agency, or similar regulated intermediary where the Company is not formally authorised or licensed as such.

11.5.2 The User acknowledges that Emplo is provided as a software service for candidates and does not act as an employer, staffing firm, or recruiter in the traditional sense. Any

classification of the Company by authorities will be determined by Applicable Law and not solely by the labels used in these Pricing Terms.

## 12. Interaction with Other Legal Documents

### 12.1 Relationship with Emplo Terms of Service

12.1.1 These Pricing Terms form part of the Emplo Terms of Service, which govern the overall relationship between the User and the Company in connection with Emplo.

12.1.2 In the event of any inconsistency or conflict between the Emplo Terms of Service and these Pricing Terms regarding Emplo Fees, invoicing, or payment processes, these Pricing Terms prevail for those specific topics.

12.1.3 For matters not expressly addressed in these Pricing Terms (including but not limited to intellectual property, general service description, account management, suspension and termination, and general limitations of liability), the Emplo Terms of Service continue to apply.

### 12.2 Relationship with Privacy and Data-Protection Documentation

12.2.1 The collection and processing of personal data in relation to Emplo Fees, including information concerning Employment Contracts, Remuneration, invoices, and payment methods, is governed by the Company's Privacy and Data-Protection documentation.

12.2.2 Nothing in these Pricing Terms is intended to derogate from or limit the User's rights under the Company's Privacy documentation or under Applicable Law on data protection.

12.2.3 Any reference in these Pricing Terms to the Company's right to request documentation or to verify information is subject to the privacy and security safeguards set out in the Privacy and Security sections of the Company's Legal content.

### 12.3 Relationship with Acceptable Use Policy and Platform Terms

12.3.1 The User's obligations concerning acceptable use of Emplo and compliance with third-party Platform terms are set out in the Emplo Terms of Service and any Acceptable Use Policy referenced there.

12.3.2 Breaches of those obligations may lead to suspension or termination of access to Emplo and may indirectly affect the User's ability to benefit from services already paid for, but do not automatically cancel the User's obligation to pay Emplo Fees validly due under these Pricing Terms.

12.3.3 Conversely, the existence of any dispute or complaint under the Acceptable Use Policy does not, in itself, waive or suspend the User's obligations with respect to Emplo Fees, except where explicitly provided in a written agreement with the Company.

### 12.4 Entire Agreement on Pricing and Payment

12.4.1 These Pricing Terms, together with any jurisdiction-specific notices communicated by the Company, constitute the entire agreement between the User and the Company with respect to pricing and payment for Emplo, without prejudice to any statutory rights the User may have under Applicable Law.

12.4.2 Any previous informal communications, FAQs, or marketing materials concerning Emplo's pricing are provided for informational purposes only and do not override the binding provisions of these Pricing Terms, except where such materials are expressly incorporated by reference or form part of an individually negotiated agreement.

### 13. Changes to Pricing and Payment Terms

#### 13.1 Right to Modify

13.1.1 The Company may modify these Pricing Terms, including the level and structure of Emplo Fees, from time to time, to reflect changes in its business model, cost structure, regulatory environment, or other legitimate reasons.

13.1.2 Any such modifications will apply only to future Chargeable Events and will not retroactively alter Emplo Fees already invoiced or paid in connection with past Chargeable Events, unless a change is required by Applicable Law.

#### 13.2 Notification of Changes

13.2.1 The Company will inform Users of material changes to these Pricing Terms (such as changes to fee levels, fee structure, or payment processes) by appropriate means, which may include:

- a) email notification;
- b) in-app or dashboard notifications;
- c) notices on the Emplo product page or Legal section of the website.

13.2.2 Except where a change is required by law or addresses an urgent risk of abuse or technical failure, the Company will use reasonable efforts to provide Users with notice at least fourteen (14) calendar days before the changes take effect.

13.2.3 If the User continues to use Emplo after the effective date of the changes and does not close their account before that date, the User is deemed to have accepted the modified Pricing Terms for future Chargeable Events.

#### 13.3 Changes to Advertised Fees

13.3.1 The Company may change the advertised Fixed Fee amount or Deferred Service Fee percentage ranges for future Users or for new job searches initiated after the effective date of the change.

13.3.2 For a User who is already using Emplo at the time of the change, the Company may:

- a) apply the new fee structure only to Chargeable Events arising from job searches initiated after the change; or
- b) apply the new fee structure to all future Chargeable Events, provided that the User received a clear and timely notice in accordance with Clause 13.2 and is free to stop using Emplo before the effective date.

#### 13.4 Non-Material Adjustments

13.4.1 The Company may make non-material adjustments or clarifications to these Pricing Terms (for example, correcting typographical errors, updating references, or improving readability) without prior notice, provided that such changes do not affect the substantive rights or obligations of the User.

13.4.2 The most recent version of these Pricing Terms will be available on the Company's Legal section and will indicate the Effective Date. Users are encouraged to review the Pricing Terms periodically.

### Annex A: Restricted Jurisdictions

*This Annex lists jurisdictions where the Deferred Service Fee model is modified due to local labor laws.*

#### 1. United Kingdom

- **Restriction:** The Employment Agencies Act 1973 strictly prohibits charging candidates for work-finding services.
- **Modification:** Users resident in the UK are **exempt** from the Deferred Service Fee (Success Fee). They may access Emplo via a flat-fee SaaS subscription or a free tier only. The Success Fee clauses in these Terms do not apply to UK residents.

#### 2. Netherlands and Germany (illustrative)

The Company is currently assessing the interaction between success-based pricing models and local rules on fees charged to job-seekers (including the Dutch Waadi and German labour-agency frameworks). ([Gesetze im Internet][6])

Until a compliant structure is confirmed with local counsel:

- Users who are residents in these countries or who use Emplo exclusively to seek Relevant Positions located there will **not be charged any Deferred Service Fee**; and
- the Success Fee clauses in these Pricing Terms will not apply to such Users. The Company may instead offer alternative pricing models (for example, fixed or subscription-based access) or restrict access to Emplo.

*Note: For users in **France**, the Deferred Service Fee applies subject to the **Service Cap advertised on the Emplo pricing page for Users resident in France**, constituting a service fee for software usage, not a placement commission.*

## 14. Liability and Dispute Resolution

### 14.1 Integration with Terms of Service

Liability, indemnification, governing law, and dispute resolution regarding Fees and payments are governed by the relevant sections of the Emplo Terms of Service.

### 14.2 Specific Payment Disclaimers

Without limiting the general disclaimers in the Terms of Service, the Company is not liable for:

- a) Any overdraft fees, currency conversion fees, or other charges imposed by your bank or payment provider;
- b) Any loss of opportunity or indirect damages arising from a suspension of service caused by your failure to pay Fees when due.