

EMPLO TERMS OF SERVICE / CONDITIONS D'UTILISATION

Last updated: [●]

1. Preamble and Scope

1.1 Identity of the Provider

These Terms of Service (the “Terms”) govern the use of the “Emplo” service operated by **INAI** (“inAi”, “we”, “us”, “our”), a French simplified joint stock company (SASU) registered with **RCS Lille Métropole** under number **987 977 386**, with registered office at **142 rue d'Iéna, apt. 21, 59000 Lille, France**.

1.2 Purpose of the Terms

These Terms set out the contractual framework applicable to any use by a natural person job-seeker (the “User”, “you”, “your”) of:

- the Emplo web application and related interfaces;
- any browser extension, mobile application or integration made available for Emplo; and
- any associated features, including automation and “Auto-Apply” features,

(together, the “Service” or “Emplo”).

1.3 Contractual Framework and Hierarchy

These Terms are specific to Emplo and apply in addition to:

- the general website terms and legal notices of inAi;
- the inAi privacy notice and data-protection documentation;
- the Emplo pricing and payment conditions;
- any Emplo-specific acceptable use policy or feature-specific terms (including Auto-Apply terms).

In the event of conflict between documents, the following order of precedence applies (unless mandatory law requires otherwise, in particular in data-protection matters where the Privacy Notice prevails):

1. Feature-specific terms (e.g., Auto-Apply Terms) prevail only regarding the specific functionality and operational rules of that feature;
2. These Emplo Terms of Service prevail regarding liability, indemnification, dispute resolution, and general contractual governance;
3. The inAi Privacy Notice prevails for all data-protection matters;
4. General website terms and legal notices.

1.4 Acceptance of the Terms

By creating an Emplo account, accessing or using any part of the Service, or by clicking any button or checkbox referencing these Terms, you acknowledge that you have read, understood and agree to be bound by them.

If you do not agree to these Terms, you must not create an account and must not use the Service.

Certain features (including Auto-Apply and specific integrations) may require you to accept additional terms or consents; in case of conflict with these Terms, such additional terms prevail for the relevant feature.

1.5 Language Versions

These Terms may be provided in multiple languages. In case of inconsistency between language versions, the [French] version shall prevail, without prejudice to any mandatory consumer-protection rules in your country of residence.

1.6 Nature of the Relationship

Nothing in these Terms creates any employment, partnership or joint-venture relationship between you and inAi. Emplo provides you with a technical tool to manage and, if you choose, automate parts of your job search. When the Service executes actions using your configuration and your Connected Platforms (including the submission of Applications), it does so as an automated means for you to give effect to your own decisions and instructions. This operational assistance does not make inAi your employer, nor your representative for entering into employment or work contracts.

2. Definitions and Interpretation

2.1 Definitions

For the purposes of these Terms, the following terms have the meanings set out below:

- **“Account”** means the personal Emplo account created by the User to access and use the Service.
- **“Application”** means any job application (including CV, cover letter, messages, and form answers) prepared, generated, sent, or tracked through the Service.
- **“Auto-Apply”** means the optional automated feature of the Service which, when activated and configured by the User, allows Emplo to submit Applications on the User’s behalf on certain Connected Platforms and/or by email, according to rules defined by the User.
- **“Connected Platforms”** means third-party job boards, career sites, professional networking services, email providers, calendar tools or other services that the User chooses to connect to Emplo (for example by API, token, OAuth or credentials) in order to use the Service.

- **“Content”** means any data, text, CV, cover letter, job description, message, profile, setting, preference, or other material uploaded, provided, generated, received, or otherwise processed in connection with the Service, whether by the User, by inAi, or by automated systems.
- **“User Content”** means any Content that you provide, upload, import, or otherwise make available to the Service, including your CV, profile details, manually created documents and any messages you draft or send via Emplo.
- **“inAi Materials”** means the Service itself and any Content created, provided or made available by inAi in connection with the Service (other than User Content), including software, source code, algorithms, models, databases, designs, user interfaces, graphics, logos, trademarks, documentation and any templates or boilerplate texts.
- **“Employer”** means any third-party company or organisation which may publish job offers, receive Applications, or potentially hire the User. inAi is not an Employer.
- **“Fee(s)”** means any amount payable by the User to inAi for the use of the Service, including fixed fees, deferred service fees and any applicable taxes, as described in Section 9 and on the pricing page.
- **“Job Offer”** means any job opportunity or posting identified, retrieved, or referenced through the Service, whether originating from a Connected Platform, an Employer website, or any other source.
- **“Service”** or **“Emplo”** has the meaning set out in Section 1.2.
- **“Solvency Event”** (formerly referred to as **“Success Event”**) refers to the event confirming the User's financial capacity to settle the Deferred License Fee, specifically the signing of an employment contract.
- **“User”** or **“you”** means any natural person job-seeker who creates an Account and uses the Service for their personal job search, excluding any use on behalf of an employer, recruiter or other organisation.

2.2 Interpretation

- References to “including”, “such as” or similar expressions are illustrative and shall not limit the generality of the preceding words.
 - Headings and titles are for convenience only and do not affect interpretation.
 - References to laws, decrees or regulations include any amendments, replacements or successors to those instruments.
 - The singular includes the plural and vice-versa, unless the context clearly requires otherwise.
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3. Nature of the Service and Role of inAi

3.1 Description of Emplo

Emplo is a candidate-side software service designed to assist job-seekers in managing and optimising their job search. In particular, Emplo may:

- allow you to upload and structure your CV, experience, skills and preferences;
- collect additional information about your goals, constraints, salary expectations, locations and contract types;
- search or query Job Offers on certain third-party sources and Connected Platforms according to your profile;
- analyse and rank Job Offers for relevance and potential fit using automated processing, including AI-based models;
- propose or generate tailored CVs, cover letters, messages and suggested form answers for specific Job Offers;
- help you organise and track your Applications and their status in a dashboard; and
- if you enable Auto-Apply, automatically submit certain Applications on your behalf according to rules that you configure.

The Service is intended to help you send fewer, better-targeted Applications, to save time on repetitive tasks, and to bring structure and automation to your job search. It does not replace your own judgment, decisions, or responsibilities.

3.2 No Employer, Recruitment Agency or Job Board Role

You expressly acknowledge and agree that:

- inAi is **not** an employer, does not offer employment, and does not enter into any employment or work contract with you;
- inAi does **not** act as a public employment service, recruitment agency, temporary work agency, head-hunter, or HR consultancy;
- inAi does **not** represent Employers, does not select or rank candidates for them, and does not act as their intermediary for the purpose of concluding employment contracts;
- inAi does **not** operate as a job board: it does not sell or charge you for access to Job Offers, and any Fees are charged for the use of Emplo's tools and services, not for the provision of job postings themselves.
- inAi provides a technical infrastructure. The Fees paid by the User remunerate the consumption of this technical infrastructure (SaaS) and, subject to Sections 3.2A and 9 and to any mandatory local rules, may become due regardless of the nature of the User's future employer, subject only to the Commercial Performance Guarantee described in the Pricing Terms.

Any employment or other work-related contract is concluded exclusively between you and the Employer. inAi is not a party to such contracts and does not act as your employer or as the Employer's representative.

3.2A Clarification on regulatory status and fees

(a) Emplo is designed and offered as a **self-service software tool**. We do not seek or accept mandates from Employers to fill positions and we do not agree fees with Employers for placing candidates.

(b) Any Fees you pay are **remuneration for access to and use of the Service**, including its infrastructure, automation and support, and are calculated by reference to your post-search financial capacity (for example, your first month's salary) purely as an **indexation mechanism**. They are not a commission for "placing" you into a job or a fee for concluding an employment contract as such.

(c) If, in a particular country, a competent authority or court considers that our pricing model would conflict with mandatory rules on fees charged to job-seekers, we may **adjust, cap, restructure, suspend or waive** Fees for Users in that country in order to comply with such rules. Any such adjustment will not affect Fees validly incurred before the date of adjustment, except where mandatory local law requires a more favourable treatment for you.

3.3 No Guarantee of Job or Outcome

The Service is a tool that may improve the efficiency and quality of your job search, but:

- we do **not** guarantee that you will receive interviews, job offers, specific salaries, or any particular outcome;
- we do **not** guarantee that any Job Offer listed or suggested through the Service is genuine, up to date, suitable for you, or free from error;
- we do **not** guarantee any minimum number of matches, Applications, interviews, or responses from Employers.

Your employment prospects depend on many factors outside our control, including your profile, experience, performance in interviews, Employer decisions, and general labour-market conditions.

Any references in our marketing or user materials to improved job-search efficiency, higher interview rates, or similar outcomes are **descriptive of typical goals only** and do not constitute a guarantee or a contractual commitment to achieve any specific result.

3.4 Relationship with Employers and Job Offers

Emplo may display or use information about Job Offers originating from third-party sources and Connected Platforms. Unless explicitly stated otherwise:

- inAi is not affiliated with, endorsed by, or in partnership with the Employers whose Job Offers are displayed;
- we do not verify the identity, solvency, lawfulness, or trustworthiness of Employers or Job Offers;

- we do not control Employers' hiring processes, criteria, timelines or decisions.

It is your responsibility to assess each Employer and Job Offer, to make your own decisions, and to obtain any necessary independent advice (for example, legal, immigration or financial advice) before accepting any offer.

When we become aware that a Job Offer is clearly fraudulent, illegal or manifestly misleading, we will make reasonable efforts to remove it from the Service or to flag it appropriately. This does not create any obligation to systematically monitor all Job Offers or to proactively detect all unlawful content.

3.5 Assistance, Not Decision-Making for Employers

Emplio is designed exclusively for job-seekers and is not offered as a tool for Employers to evaluate or select candidates. The Service:

- does **not** score, rank or filter candidates on behalf of Employers;
- does **not** provide Employers with automated decision-making systems for recruitment;
- is not integrated into Employers' internal hiring tools unless expressly agreed under separate terms.

Employers may independently decide to use their own systems, including AI or automated tools, but this is not part of the Service provided to you under these Terms.

3.6 User Control and Responsibility

While Emplio may use automated processing and AI to suggest matches and generate content:

- you remain fully responsible for reviewing and approving the content of your Applications (including those submitted via Auto-Apply);
- you remain free to ignore suggestions, to edit or replace generated content, and to choose not to apply to any Job Offer;
- you remain responsible for the truthfulness, completeness and lawfulness of the information you provide to Employers.

The Service is intended to support, not replace, your own judgment and diligence in your job search.

4. Eligibility, Territory and Access

4.1 Eligibility Criteria

To use the Service, you must:

- be a natural person using Emplio for your own, personal job search;
- be at least eighteen (18) years old or the age of legal majority in your country of residence if higher; and

- have the legal capacity to enter into a binding contract under the laws that apply to you.

By creating an Account and using the Service, you represent and warrant that you meet all of the above conditions. If you do not meet them, you must not use the Service.

4.2 Use for Personal Job Search Only

The Service is intended solely for use by individual job-seekers. Unless expressly authorised by InAi in writing under separate terms, you must not:

- use Emplo on behalf of an Employer, recruitment agency, HR consultancy or any other organisation;
- create or manage Accounts for other persons;
- resell or offer Emplo as a service to third parties.

4.3 Territorial Scope

Emlo is primarily designed for Users who reside in the European Union, the European Economic Area, the United Kingdom and Switzerland, and who apply to Job Offers located in these territories.

InAi may, at its sole discretion:

- restrict or modify access to certain features or Connected Platforms depending on the User's country of residence or the location of Job Offers;
- prohibit access from specific jurisdictions where providing the Service would be unlawful or incompatible with local regulations.

You are responsible for ensuring that your use of the Service complies with all laws and regulations that apply to you in your country of residence and in the countries where you apply for roles.

4.4 Account Registration

To access the Service, you must create an Account by providing the requested information (for example, name, contact details, email address, basic professional information, and chosen password or authentication method).

You agree to:

- provide accurate, current and complete information during registration;
- keep your Account information updated at all times so that it remains accurate, current and complete;
- not create an Account using a false identity or on behalf of someone else, unless expressly authorised.

InAi reserves the right to refuse or cancel any Account if the information provided is incomplete, inaccurate, misleading, or incompatible with these Terms.

4.5 Account Security

You are responsible for maintaining the confidentiality and security of your login credentials and any authentication mechanisms used to access your Account.

You agree to:

- not share your login credentials with any third party;
- take reasonable steps to protect your devices and sessions against unauthorised access;
- immediately notify inAi if you suspect that your Account or credentials have been compromised or misused.

InAi may take any measure it deems reasonable to protect the Service and other users, including suspending or resetting your Account if unauthorised use is suspected.

4.6 Access Conditions and Technical Requirements

You are responsible for obtaining and maintaining all equipment, software and internet connectivity necessary to access and use the Service. You acknowledge that:

- access to the Service may depend on the performance and availability of your internet connection and devices;
- certain features may require specific browser versions, operating systems, or settings;
- inAi cannot be held liable for any inability to access or use the Service resulting from your hardware, software, network, or configuration.

4.7 Consumer Information and Withdrawal Rights

If you are a consumer resident in the European Union, the European Economic Area or the United Kingdom, you may benefit from specific statutory rights in relation to digital services, including information and, in some cases, withdrawal rights. These rights are described in the general website terms and consumer information made available by inAi. Nothing in these Terms is intended to exclude or limit those statutory rights where they apply to you.

5. Use of Emplo (Core Features)

5.1 User Profile and Preferences

To operate effectively, the Service requires certain information about your profile and preferences. You may be asked to provide or confirm, among other things:

- your CV, education, work experience and skills;
- your preferred roles, industries, locations, languages and working conditions;
- your salary expectations, contract types (e.g. permanent, fixed-term, internship, apprenticeship, freelance) and availability;

- any additional constraints or preferences (for example, remote-only, visa needs, commuting limits).

You agree to provide information that is truthful, accurate and not misleading, and to update it when your situation changes.

5.2 Search and Matching of Job Offers

Based on your profile and preferences, the Service may:

- query or receive Job Offers from various sources, including Connected Platforms, Employer websites and other sources that are used in accordance with their applicable terms and with any agreements we have with those providers;
- analyse Job Offers using automated processing (including AI-based models) in order to assess their relevance and potential fit for your profile;
- present you with ranked or categorised lists of Job Offers, or suggestions of opportunities that appear relevant.

You understand that:

- not all available Job Offers in the market will appear in Emplo;
- matches and rankings are generated automatically based on available data and may be incomplete or imperfect;
- you remain solely responsible for deciding which Job Offers to review, pursue or ignore.

5.3 Drafting and Preparation of Application Materials

For certain Job Offers, the Service may propose to:

- adapt or reformat your CV to highlight relevant elements for the specific role;
- generate a draft cover letter, motivation message or email to be sent to an Employer;
- propose suggested answers for common application form questions (for example, availability, notice period, salary expectations);
- provide summaries or bullet points describing your experience in relation to the Job Offer.

You acknowledge that:

- all such materials are **drafts** generated or structured for your convenience;
- AI-generated content can contain errors, generic wording, or suggestions that are inappropriate or inaccurate;
- you must carefully review, correct and validate all draft materials before relying on them or sending them to any Employer or platform.

InAi does not review or approve your final Application materials and is not responsible for any consequence arising from errors or omissions they may contain.

5.4 User Review and Approval of Applications

Unless you have activated Auto-Apply under Section 6, the Service will:

- prepare and store draft Applications in your dashboard;
- allow you to open, review and edit draft CVs, letters and messages;
- give you tools to approve or reject prepared drafts before they are sent.

You are solely responsible for:

- deciding whether to submit a given Application;
- verifying that all information in the Application is truthful, accurate, and lawful;
- ensuring that the Application complies with any requirements or instructions set by the Employer or the relevant Connected Platform.

5.5 Dashboard and Application Tracking

The Service may provide you with a dashboard summarising, among other things:

- Job Offers that have been matched to your profile;
- Applications that have been drafted but not yet sent;
- Applications that have been submitted (manually or via Auto-Apply);
- status information where available (e.g. “sent”, “seen”, “interview scheduled”) based on data returned by Connected Platforms or manually updated by you.

You understand that:

- tracking information may be incomplete, delayed or inaccurate, especially where it depends on third-party systems;
- Employers may change their processes or statuses without notifying Emplo;
- the dashboard is a convenience tool and does not replace your own follow-up with Employers and platforms.

5.6 Quality, Limits and Updates of the Service

InAi will make reasonable efforts to keep the Service functional, secure and useful.

However:

- the scope and features of Emplo may change over time, including the sources of Job Offers and the algorithms used for matching and drafting;
- inAi may introduce new features, modify or remove existing features, or impose technical limits (for example, on the number of Applications per day) in order to protect the Service, comply with legal obligations, or improve quality;
- certain features may be made available only in specific countries, languages or for specific user groups.

We will endeavour to inform you in advance of any change that significantly affects how you use the Service, particularly if it relates to paid features or to the way Success Events and Fees are determined.

6. Automation and Auto-Apply

6.1 Description of Auto-Apply

Auto-Apply is an optional feature of the Service that allows Emplo, when activated and configured by you, to automatically submit certain Applications on your behalf to Employers via Connected Platforms and/or email.

When Auto-Apply is enabled, and subject to your configuration and the technical and contractual constraints of the relevant Connected Platforms, Emplo may:

- select Job Offers that satisfy the rules and filters you have defined;
- generate or update tailored CVs, cover letters, messages and form answers for those Job Offers;
- submit Applications through your connected job-search accounts and/or email accounts, in accordance with the rules and preferences you have configured;
- keep a record of the Applications submitted and display them in your dashboard.

6.2 Optional Nature and User Consent

Auto-Apply is disabled by default. It will only be activated if you:

- explicitly choose to enable Auto-Apply in your Account settings or in a dedicated setup flow; and
- expressly accept the additional terms and consents presented to you for Auto-Apply.

By enabling Auto-Apply, you instruct Emplo to execute Application submissions using your connected accounts, within the limits of the rules you configure and of these Terms. You may withdraw this authorisation at any time by disabling Auto-Apply in your settings, without affecting Applications already submitted.

6.3 Configuration and Rules Defined by the User

When you activate Auto-Apply, you will be asked to define at least some of the following parameters:

- types of roles or Job Offers you wish Auto-Apply to target (for example: job titles, functions, seniority, industries);
- geographic scope (for example: specific cities, regions or countries);
- salary or compensation thresholds where applicable;
- contract types (for example: permanent, fixed-term, internship, apprenticeship, freelance);
- maximum number of Applications per day, week or other period;

- specific Connected Platforms and/or channels on which Auto-Apply is permitted to operate;
- default answers or templates for recurring questions (availability, notice period, willingness to relocate, remote work preferences, etc.).

You remain responsible for:

- correctly configuring these parameters;
- updating them if your preferences or situation change;
- verifying that they are consistent with your actual constraints and expectations.

You may modify or refine your Auto-Apply configuration at any time. Changes will apply to future automated actions from the time they are saved; they will not retroactively affect Applications already submitted.

6.4 Use of Connected Accounts and Credentials

To enable Auto-Apply, you may need to connect certain accounts (for example, accounts on job boards or professional networking platforms, or an email account used for job applications). Depending on the integration method, this may involve:

- authorising Emplo via an OAuth or API-based connection provided by the Connected Platform;
- providing specific tokens or connection keys generated for Emplo;
- only where no such mechanisms are available and strictly necessary for the provision of the Service, providing credentials that are stored and used by Emplo under enhanced security measures.

By connecting such accounts, you:

- confirm that you are authorised to use them and to grant inAi access for the purposes of providing the Service;
- authorise inAi and Emplo to access and use your account data on those platforms solely as necessary to search for Job Offers, prepare and submit Applications, and update statuses in accordance with your configuration;
- acknowledge that disconnection or revocation of access on the third-party platform may disable some or all Auto-Apply functionalities.

InAi will implement appropriate technical and organisational measures to protect such access methods, including encryption, access controls and logging, in accordance with its security and data-protection commitments. However, you remain responsible for the security of your devices and for promptly revoking access to any Connected Platform if you suspect misuse.

6.5 Limits, Safeguards and Logging

To protect you, Employers, Connected Platforms and the integrity of the Service, inAi may apply limits and safeguards to Auto-Apply, including without limitation:

- maximum numbers of Applications per day, week or month (which may be lower than the limits you set);
- minimum relevance or match thresholds that a Job Offer must meet before Auto-Apply is allowed to act;
- restrictions on the types of roles, industries, or platforms on which Auto-Apply can be used;
- technical or time-of-day constraints to reduce the risk of being flagged as spam or abusive automation.

InAi may also, at its sole discretion:

- require manual confirmation for certain Applications before they are sent;
- temporarily suspend Auto-Apply for your Account if unusual or suspicious patterns are detected;
- permanently disable Auto-Apply for specific platforms where automation is incompatible with their terms or technical measures.

For transparency and audit purposes, Emplo keeps a log of Applications submitted via Auto-Apply, which may include:

- date and time of submission;
- identity of the Connected Platform or channel;
- identifier or URL of the Job Offer where available;
- type of materials used (CV variant, letter template);
- the main parameters or rules that were satisfied.

This log is accessible to you in your dashboard for a reasonable period. You agree that such logs may be used as evidence of Applications submitted in the context of any dispute or verification, including in relation to Fees.

6.6 Responsibility for Automated Applications

Even when Auto-Apply is enabled, you remain responsible for:

- * the truthfulness, accuracy and lawfulness of all information contained in your Applications (including those sent automatically);
- * regularly consulting your dashboard and notifications to review the Applications that have been submitted;
- * informing inAi immediately if you notice any Application that you consider erroneous, inappropriate or unauthorised.

You acknowledge that:

- * Auto-Apply operates based on your configuration and on automated matching and drafting logic;
- * despite safeguards, Auto-Apply may occasionally submit Applications that, in hindsight, you would not have chosen to submit;

* your remedy in such cases is to adjust your configuration, pause or disable Auto-Apply and, where possible on the relevant platform, withdraw or correct the Application;

* InAi cannot withdraw or modify Applications on platforms that do not offer such functionalities.

****Allocation of Responsibility.**** You are responsible for deciding ****whether**** to use Auto-Apply, for the ****rules, filters, caps and templates**** you configure, and for regularly reviewing whether they remain appropriate. InAi is responsible for implementing the Auto-Apply system so that, under normal operating conditions, it ****technically executes only those actions that fall within your active configuration and within any additional safety limits we apply.****

To the fullest extent permitted by applicable law:

(i) if Auto-Apply malfunctions and submits Applications that clearly violate your active configuration (for example, targeting a location you have explicitly excluded), our responsibility will be limited as set out in Section 13; and

(ii) we will not be liable for Platform sanctions or other consequences that arise from the ****volume, frequency or aggressiveness**** of your Applications where such parameters were configured, approved or maintained by you against our recommendations or safety warnings.

6.7 Suspension, Modification and Withdrawal of Auto-Apply

InAi may suspend, restrict or modify Auto-Apply at any time if:

- required by law or regulatory guidance;
- necessary to comply with the terms or technical measures of Connected Platforms;
- justified by security reasons, risk of abuse or suspected misuse;
- required for maintenance, improvement or restructuring of the Service.

Where reasonably possible, we will inform you in advance of any significant change or suspension that affects Auto-Apply. You may deactivate Auto-Apply at any time from your settings. Deactivation does not affect:

- Applications already submitted;
- your obligation to pay any applicable Fees arising from past use of the Service, including Auto-Apply.

7. Third-Party Platforms and Providers

7.1 Connected Platforms and Integrations

The Service may interact with a variety of third-party platforms and providers, including but not limited to:

- job boards and career sites;

- professional networking platforms;
- Employer career portals;
- email and communication providers;
- calendar and productivity tools.

These are collectively referred to as “Connected Platforms”. The availability and scope of integrations may change over time and may differ depending on your country of residence, your Account and the technical or contractual relationship between inAi and the relevant third party.

7.2 User Responsibility for Third-Party Terms

Each Connected Platform has its own terms of use, privacy policy and rules governing automation, scraping, and third-party access. By connecting any such platform to Emplo, you acknowledge and agree that:

- * you are solely responsible for reading, understanding and complying with the terms and policies of each Connected Platform;
- * you must not use Emplo in any way that would cause you or inAi to breach those terms or policies;
- * you must not use Emplo to circumvent technical protections or explicit restrictions implemented by Connected Platforms (for example, measures against automated form submissions or scraping).

In particular, we do not design or authorise the Service to ****bypass** CAPTCHAs, multi-factor authentication, or similar protective mechanisms******, and you must not attempt to use Emplo in combination with any tool or service that does so.

InAi designs the Service with the intention of respecting the technical access rules and reasonable usage limits of Connected Platforms. If we become aware that a particular use of Emplo conflicts with a Connected Platform’s terms or technical measures, we may adjust, limit or disable the relevant functionality in order to remain compliant.

If a Connected Platform changes its terms, revokes access, blocks automation or otherwise modifies the conditions under which Emplo may operate, inAi may need to adapt, limit or discontinue the corresponding integration.

****Assumption of Risk:**** You explicitly acknowledge that using automation tools (including Auto-Apply) on third-party platforms carries an inherent risk that the platform may detect and restrict your activity (e.g., account suspension, IP blocking). ****To the extent permitted by applicable law,**** you assume this risk entirely, and inAi shall not be liable for the loss of any third-party account or data resulting from platform enforcement actions.

7.3 No Control Over Third-Party Services

Connected Platforms and other third-party services are operated by entities that are independent of inAi. InAi:

- does not control the content, availability, performance, security or behaviour of these third-party services;
- does not guarantee that integrations with such services will always be available, compatible, or error-free;
- is not responsible for any modification, suspension or termination of such services by their providers.

Any contractual relationship between you and a Connected Platform (including the creation of an account, the use of its features or the payment of its fees) is separate from these Terms and does not involve inAi. You must resolve any dispute relating to a Connected Platform directly with its provider, without prejudice to any assistance inAi may, at its discretion, decide to provide.

7.4 Third-Party Content and Links

The Service may display or rely on content provided by third parties, including Job Offer descriptions, company logos, Employer information, or links to third-party websites.

You acknowledge that:

- such content remains the responsibility of the third party that provides it;
- inAi does not systematically verify or endorse such content;
- the presence of a Job Offer or link in Emplo does not constitute a recommendation or guarantee by inAi.

Accessing third-party websites or services via links from Emplo is at your own risk. You should review the terms and policies applicable to those websites or services before using them.

7.5 Third-Party Providers Supporting the Service

In providing Emplo, inAi may use third-party providers for hosting, data storage, analytics, communication, or other technical services. These providers:

- act on behalf of inAi and under contractual commitments consistent with our legal obligations;
- may process certain personal data for the purpose of operating and improving the Service.

The categories of such providers and the related data-processing arrangements are described in the inAi Privacy Notice.

8. User Obligations and Acceptable Use

8.1 Accuracy and Lawfulness of Information

You are solely responsible for all information and Content you provide, upload, import, or otherwise use in connection with the Service, including:

- your identity and contact details;

- your CV, education, work experience and skills;
- your preferences, constraints, and settings;
- any messages or materials sent to Employers.

You agree that:

- all such information will be truthful, accurate, up to date and not misleading;
- you will correct or update your information without undue delay if it changes or is discovered to be inaccurate;
- you will not impersonate any other person or misrepresent your relationship with any person or entity.

8.2 Compliance with Laws and Regulations

You must use the Service in compliance with all applicable laws and regulations, including:

- labour and employment law;
- anti-discrimination and equal-opportunity rules;
- privacy and data-protection law;
- anti-harassment, anti-spam and unfair-practices regulation.

In particular, you must not:

- use Emplo to engage in discriminatory or unlawful selection of Employers or opportunities;
- submit Applications or communications that contain unlawful, defamatory, hateful, discriminatory, threatening, fraudulent or otherwise inappropriate content;
- use Emplo in connection with any activity that would be illegal in the country where you reside or where the Job Offer is located.

8.3 Prohibited Uses of the Service

You agree not to: This Section is a summary. You must comply with the full **Acceptable Use Policy (AUP)**, which is incorporated into these Terms by reference.

- use the Service for any purpose other than your personal job search;
- use the Service on behalf of an Employer, recruitment agency, HR consultancy or similar organisation, unless expressly authorised by inAi under a separate written agreement;
- attempt to access or use Accounts or data of other users without their authorisation;
- interfere with or disrupt the integrity or performance of the Service, including by introducing malware, attempting to overload or attack our infrastructure, or circumventing technical protections;

- reverse engineer, decompile, disassemble, or attempt to derive the source code of any part of the Service, except where permitted by mandatory law;
- use any automated means (bots, scripts, scrapers) to access, query or extract data from the Service beyond the functionalities expressly provided by inAi;
- copy, reproduce, modify, distribute, sell, resell, rent, lease, or otherwise exploit the Service or any part of it for commercial purposes, unless expressly authorised in writing by inAi.

8.4 Spam, Mass Applications and Abusive Behaviour

You must not use Emplo, whether manually or through Auto-Apply, to:

- submit large volumes of low-quality or irrelevant Applications (“spam applications”);
- repeatedly apply to the same Employer or Job Offer in a way that is clearly inappropriate or harassing;
- send unsolicited or abusive messages to Employers or other third parties;
- bypass application limits, security measures or anti-spam systems implemented by Employers or Connected Platforms.

InAi may define internal thresholds or rules to identify abusive patterns (for example, unusually high application volumes or repeated applications to clearly unsuitable roles). If such patterns are detected, inAi may take one or more of the actions listed in Section 8.6.

8.5 Security and Misuse Reporting

You must:

- take reasonable measures to protect your devices, networks and Account credentials against unauthorised access;
- promptly notify inAi if you become aware of any unauthorised access to your Account or any security incident related to the Service;
- refrain from testing or probing the security of the Service unless you have explicit written permission from inAi to do so.

If you become aware that a Job Offer or Employer is using Emplo or your Applications in a suspicious, fraudulent or unlawful manner (for example, scams, illegal requests), you should stop interacting with such Job Offer and inform inAi so that appropriate actions can be considered.

8.6 Consequences of Breach

Without prejudice to any other remedy available under law or contract, inAi may, at its sole discretion and depending on the seriousness of the breach:

- issue a warning and request you to remedy the breach;
- temporarily limit or suspend certain features (including Auto-Apply) for your Account;

- suspend or terminate your Account and access to the Service, with or without notice in urgent cases (for example, clear abuse, fraud or security risks);
- block or restrict your access from certain IP addresses, devices or locations.

InAi may also cooperate with competent authorities or affected third parties, and may disclose your identity or relevant information, where required by law or where we reasonably consider such disclosure to be necessary to prevent or address fraud, security incidents or clearly unlawful behaviour, in each case in accordance with our Privacy Notice and applicable data-protection laws.

Your obligations, including any payment obligations arising from Success Events prior to suspension or termination, will survive such measures to the extent allowed by law.

9. Fees, Pricing and Payment

Unless expressly stated otherwise in these Terms or required by law, we do not have a general obligation to monitor all Job Offers, Applications or other Content processed through the Service. Our monitoring and enforcement activities are carried out on a reasonable-efforts, risk-based basis, as described in the Acceptable Use Policy.

9.1 Principles of Pricing

The use of some parts of the Service may be free of charge, while other parts may be subject to Fees. The applicable pricing model for Emplo, including any free tier, fixed fees and deferred service fees, is described on the Emplo pricing page or in your Account at the time you subscribe to the relevant features.

By using any paid feature of the Service, you agree to pay the applicable Fees and charges, as described in these Terms and on the pricing page, in the currency and according to the schedule indicated there.

9.2 Types of Fees

Depending on the plan and features you select, Emplo may involve one or more of the following types of Fees:

- **Fixed or one-off fees**, for example for certain entry-level or internship use cases, payable once per defined search or per defined period;
- **Subscription fees**, if inAi offers time-based access to certain advanced features;
- **Deferred service fees**, calculated as a percentage or other fraction of your first month's gross remuneration (or other clear base) in connection with a Success Event.

Details (amounts, thresholds, structure) will be specified on the pricing page or in the offer presented to you at the time of subscription.

9.3 Nature of the Fees

All Fees charged by inAi for Emplo are service fees for the use of the software, tools and functionalities of the Service, including any support or assistance provided by inAi. They are **not** fees for:

- access to Job Offers themselves;
- the conclusion of an employment contract as such;
- any service provided to Employers.
- a commission on the User's salary; the reference to salary is used solely as an indexation method to determine a fair price for the software license.

In particular, Emplo does not charge Employers for recruitment services, and no fee is owed by you to inAi merely because you view Job Offers or register your interest. Fees only arise under the conditions explicitly stated in these Terms and in the applicable pricing information.

9.4 Definition of Fee Trigger Event

The conditions constituting a Fee Trigger Event (formerly referred to as a "Success Event"), including the attribution window and causal link requirements, are exclusively defined in the **Pricing & Payment Terms**. In the event of any discrepancy between descriptions in this text and the Pricing & Payment Terms, the definition in the Pricing & Payment Terms shall prevail.

9.5 User's Duty to Inform and Cooperate

In consideration for using the Service and benefiting from its tools, you agree to:

- promptly notify inAi in writing (for example, via your Account, email or in-app form) when a Success Event occurs;
- provide inAi with the information reasonably necessary to determine whether and to what extent a deferred service Fee is due, including:
 - the name and identification of the Employer;
 - the job title or description;
 - the date of signing and the planned start date;
 - the agreed remuneration (or an equivalent measure specified in the pricing information);
- cooperate in good faith with inAi in resolving any ambiguity or dispute about the existence or scope of a Success Event.

InAi prioritizes your privacy and will not contact your employer to verify this information, provided you comply with your reporting obligations. Therefore, you agree that providing the redacted documentary evidence (contract/payslip) is a **material obligation** of these Terms. Failure to provide this evidence shifts the burden of verification to external means.

9.6 Local Law and Fee Adjustments

In some jurisdictions, laws or regulations (including those implementing international instruments such as ILO Convention No. 181 on private employment agencies) may restrict or prohibit certain types of fees charged to job-seekers by entities that are classified as employment or placement agencies. While inAi does not intend to act as such an agency, you acknowledge and accept that:

- if, in a particular jurisdiction, the application of these Terms would be found incompatible with mandatory rules on job-seeker fees, inAi may adjust, cap, restructure or waive certain Fees to comply with those rules;
- inAi may, where it considers that legal uncertainty or risk is too high, decide not to charge certain Fees at all in that jurisdiction, or to restrict access to some features.

Such adjustments will not affect Fees already validly incurred before the change, except where mandatory local law expressly requires more favourable treatment for you (for example, retroactive waiver or refund of certain categories of Fees).

9.7 Payment Terms and Methods

Unless otherwise specified:

- Fixed and subscription Fees are due in advance, at the time of subscription or renewal of the relevant plan;
- Deferred service Fees are due upon occurrence of the Success Event and, at the latest, within the number of days specified on the invoice or pricing page after the start date of the corresponding contract;
- Fees are payable in the currency indicated on the pricing page or invoice.

Payment may be made by any method accepted by inAi (for example, credit card, SEPA direct debit, online payment solutions). By providing payment details, you authorise inAi and its payment processors to charge the applicable Fees using the chosen method.

You are responsible for:

- ensuring that your payment information is accurate and up to date;
- covering any additional charges imposed by your bank or payment provider (for example, currency conversion fees).

9.8 Taxes and Withholding

All Fees are stated exclusive of any applicable taxes (including VAT), which will be added where required by law and itemised on the invoice or payment confirmation.

You are responsible for any taxes or duties applicable to your use of the Service in your country of residence, other than taxes directly imposed on inAi's income.

9.9 Late Payments and Non-Payment

If any amount due under these Terms remains unpaid after the due date indicated on the invoice or pricing page, inAi may, without prejudice to any other rights:

- charge late-payment interest at the rate and conditions permitted under applicable law;
- charge reasonable collection costs where permitted;
- suspend or limit your access to the Service (including Auto-Apply or other paid features) until full payment is received;
- terminate your Account in accordance with Section 15 if non-payment persists.

If you believe that a Fee has been applied in error, you must notify inAi as soon as possible and, in any event, within the period indicated on the invoice or in your Account. InAi will review the situation in good faith and may correct any proven error, issue a credit or refund where appropriate, or explain the basis of the Fee.

Disputing a Fee in good faith does not suspend your obligation to pay undisputed amounts.

9.10 Changes to Fees

We may revise the Fees applicable to Emplo from time to time. Any changes to Fees will be communicated to you in advance in accordance with Section 16 and will apply only:

- to new subscriptions or new paid features that you activate after the effective date of the change; and/or
 - to future billing periods of an ongoing subscription, in which case you will have the opportunity to cancel the subscription before the new Fees take effect.
- Changes to Fees do not affect deferred service Fees that have already been validly incurred under the conditions in force at the time of the relevant Success Event, except where mandatory law requires otherwise.

10. Intellectual Property

10.1 Rights in the Service

All intellectual property rights in and to the Service and the inAi Materials are and remain the exclusive property of inAi or its licensors.

Except for the limited rights expressly granted to you under these Terms, no licence or right is granted to you, whether expressly, implicitly or by estoppel, in or to any intellectual property owned or controlled by inAi or its licensors.

10.2 Rights in User Content

You retain all rights, title and interest in and to the User Content that you provide, upload, submit, or otherwise make available to the Service, including your CV, profile details, and any manually created documents.

By providing User Content, you represent and warrant that:

- you either own the rights necessary to provide such User Content, or you have obtained all required permissions and licences from relevant rights holders;

- your provision and use of the User Content in connection with the Service does not infringe any third-party rights, including intellectual property, privacy, or confidentiality rights.

10.3 Licence Granted by the User to inAi

To operate and improve the Service, you grant inAi a non-exclusive, worldwide, royalty-free licence, for the duration of your legal rights in the User Content, to:

- host, store, reproduce, adapt, translate, modify, process, and display your User Content as necessary to provide the Service to you;
- analyse your User Content, including using automated tools and AI models, to perform matching, drafting, scoring, and other functionalities of the Service;
- create de-identified or aggregated data derived from your use of the Service (for example, statistics about usage patterns or anonymised examples of job-search flows) for the purposes of improving the Service, developing new features, and producing insights, provided that such data does not identify you personally.

Any processing of personal data within your User Content is subject to the inAi Privacy Notice and applicable data-protection laws.

10.4 Licence Granted by inAi to the User

Subject to your compliance with these Terms, inAi grants you a personal, limited, revocable, non-exclusive, non-transferable and non-sublicensable licence to:

- access and use the Service for your personal job-search purposes;
- view, download and store copies of the Application materials (such as CVs, cover letters, emails) generated for you by the Service, which may be derived from your User Content and inAi Materials, solely for your own job search or personal records.

This licence does not permit you to:

- resell or commercially exploit the Service or the inAi Materials;
- use the Service to provide services to third parties (for example, as a commercial job-coaching or recruitment tool) without inAi's prior written consent;
- reproduce, distribute, publicly perform, or publicly display any inAi Materials beyond what is strictly necessary for your personal use of the Service.

10.5 Restrictions on Use of inAi Materials

You must not, and must not allow any third party to:

- copy, adapt, modify, or create derivative works from any part of the inAi Materials, except as expressly permitted by applicable mandatory law;
- remove, obscure or alter any proprietary notices (such as copyright or trademark notices) displayed in or on the Service;

- use any trademark, logo or trade name of inAi in any manner that may cause confusion or suggest an affiliation or endorsement without inAi's prior written consent.

10.6 Feedback and Suggestions

If you provide inAi with any ideas, feedback, suggestions, proposals, or other comments about the Service or related products ("Feedback"), you acknowledge that:

- inAi may freely use, disclose, reproduce, licence or otherwise exploit such Feedback without restriction and without any obligation or compensation to you;
- you waive any claim based on moral rights or similar relating to the use of such Feedback, to the extent permitted by law.

You are not obliged to provide Feedback, and any Feedback you do provide is voluntary.

11. Data Protection and Privacy

11.1 Privacy Notice and Data-Protection Framework

InAi is committed to protecting your personal data and complying with applicable data-protection laws, including the General Data Protection Regulation (EU) 2016/679 ("GDPR") and any national implementing laws.

The collection and processing of personal data in connection with the Service are described in detail in the inAi Privacy Notice, which forms an integral part of these Terms. You are encouraged to read the Privacy Notice carefully, as it explains:

- what categories of personal data are collected;
- for what purposes and on what legal bases they are processed;
- how long they are retained;
- with whom they may be shared;
- what rights you have and how to exercise them.

In case of inconsistency between these Terms and the Privacy Notice regarding data protection, the Privacy Notice will prevail.

11.2 Categories of Personal Data Processed

Without limiting the generality of the Privacy Notice, you acknowledge that the Service may process, among others, the following categories of personal data:

- identification and contact details (for example, name, email address);
- professional information (for example, CV, skills, experiences, education);
- preferences and constraints (for example, desired roles, salary expectations, locations);

- usage data and logs (for example, search history, applications submitted, configuration settings, interactions with Auto-Apply);
- technical data (for example, IP address, device identifiers, browser type) as necessary for security and functionality.

Some of this data may be collected from you directly; some may be derived from your use of the Service or received from Connected Platforms according to their own terms and your authorisations.

11.3 Purposes and Legal Bases

Personal data may be processed for the following purposes, among others:

- providing and operating the Service (for example, creating your Account, performing matching, drafting and tracking Applications);
- maintaining and improving the Service, including debugging, optimisation and feature development;
- ensuring security and preventing misuse (for example, fraud detection, abuse monitoring);
- managing billing, accounting and legal obligations;
- communicating with you about the Service (for example, support, updates, changes to terms).

Depending on the situation, processing will be based on one or more of the following legal bases under GDPR:

- performance of a contract with you (Article 6(1)(b));
- compliance with legal obligations (Article 6(1)(c));
- legitimate interests pursued by inAi or third parties (Article 6(1)(f)), such as improving the Service, ensuring security, preventing fraud, and defending legal claims;
- your consent (Article 6(1)(a)), when required by law (for example, for certain cookies, analytics, or specific types of profiling).

11.4 Automated Processing, Profiling and Human Control

The Service uses automated processing and AI-based models to:

- analyse your profile, preferences and Application history;
- identify and rank Job Offers that may match your profile;
- generate or adapt Application materials for specific roles;
- determine whether a Job Offer meets your Auto-Apply rules.

You are informed that such processing constitutes “profiling” within the meaning of GDPR, to the extent that it evaluates or analyses certain aspects relating to you (professional interests, suitability for a role, etc.). However:

* the Service operates as a **Smart Filter** executing your configuration. When the Service filters out a Job Offer or declines to Auto-Apply, it is acting under your mandate to minimize low-relevance interactions. You acknowledge that this filtering is a core feature of the Service you purchased, intended to save you time, and not a decision regarding your professional worth;

* Employers remain solely responsible for hiring decisions and selection processes;

* Auto-Apply acts as execution of your instructions and configuration and can be paused, limited or disabled by you at any time;

* you retain full control to review, modify or override AI-generated suggestions and Application drafts.

Where required by law, we will provide you with meaningful information about the logic involved in such processing and about the significance and envisaged consequences for you, as described in the Privacy Notice.

If, in the future, any part of the Service is classified by competent regulators as a “high-risk” AI system under applicable law, we will implement the additional obligations required by such law and may adjust the way certain features operate in order to comply. In such a case, we will inform you of any material impact on how your data is processed or how the Service functions.

11.5 Your Data-Protection Rights

Under applicable data-protection laws, you may have the following rights with respect to your personal data, subject to conditions and limitations:

- right of access;
- right to rectification;
- right to erasure (“right to be forgotten”);
- right to restriction of processing;
- right to data portability;
- right to object to certain processing, including direct marketing and certain profiling;
- where processing is based on consent, right to withdraw consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal.

Information on how to exercise these rights, and the contact details of the data controller and, where applicable, the data protection officer, are provided in the Privacy Notice. You also have the right to lodge a complaint with a competent data-protection authority.

11.6 International Transfers and Hosting

The Service is designed to host and process data primarily within the European Union or in jurisdictions recognised as providing an adequate level of protection. Where data must be transferred outside such jurisdictions, inAi will implement appropriate safeguards, such as standard contractual clauses or equivalent mechanisms, as required by law.

Details on hosting locations and transfer safeguards are provided in the Privacy Notice.

11.7 Security Measures

InAi implements technical and organisational measures intended to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access. These measures may include, among others:

- encryption of data in transit and at rest where appropriate;
- access controls and authentication mechanisms;
- logging and monitoring of access to production systems;
- regular security reviews and improvements.

No system can be guaranteed to be completely secure. You remain responsible for protecting your own devices, networks and credentials. If you suspect a breach or misuse of your data in connection with the Service, you should notify inAi without undue delay.

11.8 Future AI-regulatory compliance

Certain uses of AI in employment-related contexts may be classified as “high-risk” under emerging regulations (such as the EU Artificial Intelligence Act). If any part of the Service is, now or in the future, classified as high-risk by applicable law, we may implement additional controls, documentation and human-oversight measures, and we may **restrict, modify or discontinue** features (including certain Auto-Apply configurations) where necessary to comply. Where reasonably possible, we will inform you of any such material changes.

12. Service Availability, Changes and Beta Features

12.1 Availability and Maintenance

InAi will use reasonable efforts to ensure that the Service is generally available and functional. However, you acknowledge that:

- the Service may be temporarily unavailable due to planned maintenance, updates, or improvements;
- unplanned outages may occur due to technical issues, failures of third-party providers, or circumstances beyond inAi’s reasonable control.

InAi will endeavour to perform planned maintenance during periods of lower usage and, where reasonably possible, to inform you in advance if such maintenance is expected to significantly affect the availability of the Service.

12.2 Changes to the Service

The Service is an evolving product, and inAi may, at any time and without prior notice (unless a material change is involved):

- add new features or functionalities;

- modify existing features, including their design, logic or user interface;
- remove or discontinue features that are obsolete, underused, or incompatible with legal, technical or business constraints.

Where a change significantly affects your rights or obligations, or materially reduces core functionalities you rely on, inAi will endeavour to provide prior notice by email, in-app message, or on the website, and will specify the effective date of the change.

12.3 Restriction or Discontinuation of Specific Integrations

InAi may restrict, modify or discontinue integrations with certain Connected Platforms if:

- those platforms change their terms of use or technical interfaces;
- automation becomes incompatible with their rules or technical measures;
- continuing the integration would expose inAi or users to legal or security risks.

In such cases, inAi will make reasonable efforts to provide alternatives or fallback behaviours (for example, manual application flows), but cannot guarantee equivalent functionality.

12.4 Beta, Experimental and Trial Features

InAi may from time to time offer new or experimental features (including but not limited to certain Auto-Apply variants, analytics dashboards or integrations) as “beta”, “preview”, “trial” or similar.

Such features may:

- be made available only to selected users, for a limited time;
- be subject to additional or different terms;
- be less stable, less documented, or less performant than standard features;
- be modified or discontinued at any time, with or without notice.

By using a beta or experimental feature, you acknowledge that it is provided “as is” with a higher level of risk and that inAi shall not be liable for any specific issues arising from its experimental nature, within the limits of applicable law.

12.5 Backups and Data Retention

InAi may perform regular backups of data stored as part of the Service for resilience and recovery purposes. However:

- you remain responsible for keeping your own copies of any important documents or information, such as final CVs and cover letters;
- inAi does not guarantee that any specific piece of data will be recoverable in all circumstances.

Retention periods for different categories of data are described in the Privacy Notice. After these periods, data may be anonymised or deleted in accordance with inAi’s policies and legal obligations.

Where technically feasible, we provide tools that allow you to export certain data or documents from the Service (for example, downloading your CVs and cover letters). Your statutory rights to data portability under applicable data-protection laws remain unaffected.

13. Warranties and Limitation of Liability

13.1 No General Warranties

To the fullest extent permitted by applicable law, and except as expressly stated otherwise in these Terms:

- * inAi will provide the Service with reasonable care and skill (obligation de moyens). However, subject to this obligation, the Service is provided on an “as is” and “as available” basis;
- * inAi does not represent or warrant that the Service will be uninterrupted, error-free, free of vulnerabilities, or fit for any particular purpose;
- * inAi does not warrant the accuracy, completeness or reliability of Job Offers, Employer information, or any external content displayed or used by the Service.

You assume all risks arising from your use of the Service, including reliance on any suggestions, matches or generated Application materials.

13.2 No Warranties Regarding Employment Outcomes

InAi does not guarantee:

- that you will receive any interview, job offer, or contract;
- that the use of the Service will increase your chances of being hired;
- any specific timing or process for responses or decisions by Employers.

Any statements about potential benefits of the Service (for example, time savings or improved organisation) are indicative only and not binding guarantees.

13.2A Statutory Rights for Digital Services

If you are a consumer resident in the European Union, the European Economic Area or the United Kingdom, you may benefit from statutory rights regarding the conformity of digital services. Nothing in this Section 13 is intended to exclude or limit those rights. In particular, where the Service does not conform to the contract, you may be entitled to remedies such as bringing the Service into conformity, a price reduction or termination of the contract, in accordance with applicable law.

13.3 Limitation of Liability

To the fullest extent permitted by applicable law, and applicable to all claims arising under these Terms, the Pricing Terms, the Auto-Apply Terms, or the AUP:

- inAi shall not be liable for any indirect, incidental, consequential, special, punitive or exemplary damages, including lost opportunities, lost profits, loss of reputation, or loss of data, arising out of or in connection with your use of the Service, even if inAi has been advised of the possibility of such damages;
- inAi's total aggregate liability arising out of or in connection with the Service and these Terms, whether in contract, tort (including negligence), strict liability or otherwise, shall be limited to the greater of:
 - the total amount of Fees actually paid by you to inAi for the use of Emplo during the twelve (12) months preceding the event giving rise to the claim; or
 - one hundred (100) euros, if you have not paid any Fees.

13.4 Carve-Outs and Mandatory Rights

Nothing in these Terms shall exclude or limit inAi's liability where such exclusion or limitation is not permitted by applicable law, including liability for:

- death or personal injury caused by inAi's negligence;
- fraud or fraudulent misrepresentation;
- any other liability that cannot be excluded or limited under mandatory consumer-protection or other applicable laws.

Certain jurisdictions do not allow the exclusion of certain warranties or the limitation of liability for certain types of damages. In such cases, some of the above limitations may not apply to you, and shall be interpreted as limiting inAi's liability only to the maximum extent permitted by applicable law.

13.5 Specific Exclusions

Without limiting the generality of the above, and to the extent permitted by law, inAi shall not be liable for any damage, loss or cost arising from:

- the content, accuracy or lawfulness of your Applications or communications with Employers;
- sanctions (including account suspension or bans) imposed by Connected Platforms resulting from your specific configuration of the Service (including volume caps and aggression levels) or your failure to heed safety warnings displayed by the Service;
- any act or omission by you that breaches these Terms, the terms of a Connected Platform, or applicable law;
- failures or disruptions of internet connectivity, telecommunications networks, or third-party infrastructure;
- loss, corruption or unauthorised access to data resulting from events beyond inAi's reasonable control, provided that inAi has implemented appropriate security measures.

Your statutory rights as a consumer, where applicable, remain unaffected.

14. Indemnification

14.1 Scope of Indemnity

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless inAi, its officers, directors, employees, agents and affiliates (collectively, the “Indemnified Parties”) from and against any and all claims, demands, actions, proceedings, losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of or in connection with any of the following, to the extent they result from your intentional misconduct, gross negligence or repeated breaches of these Terms:

This indemnity does **not** apply to normal, compliant use of the Service, and does not cover losses to the extent caused by our own fault or by risks that we have expressly accepted under these Terms.

- your breach of these Terms or of any other applicable policy or agreement referenced herein;
- your violation of any law or regulation in connection with your use of the Service;
- your violation of the rights of any third party (including Employers and Connected Platforms), in particular as a result of your Content or Applications;
- your configuration or use of the Auto-Apply feature in a manner that exceeds the safety warnings, default limits, or recommendations provided by inAi;

14.2 Limitations and Consumer Protection

This indemnity obligation:

- applies only to the extent that the relevant claim or loss is not caused by a proven fault of inAi;
- does not deprive you of any mandatory rights you may have under consumer-protection or other applicable laws;
- shall be interpreted and applied in accordance with the mandatory law of your country of residence where such law offers you greater protection.

14.3 Indemnification Procedure

In the event that any Indemnified Party intends to seek indemnification from you under this Section:

- the Indemnified Party shall provide you with prompt written notice of the claim, to the extent reasonably practicable;
- you shall not be liable for any settlement made without your prior consent, such consent not to be unreasonably withheld or delayed;
- you may, at your own expense and subject to inAi’s approval, assume control of the defence and settlement of the claim, provided that you conduct such defence diligently and in a manner that does not create conflicting interests;

- the Indemnified Party shall reasonably cooperate with you at your expense in the defence and settlement of the claim.

InAi reserves the right to participate, at its own expense, in the defence of any claim that may give rise to an indemnification obligation under this Section.

15. Term, Suspension and Termination

15.1 Term of the Agreement

The contractual relationship between you and inAi under these Terms begins when you first create an Account or first use the Service (whichever occurs first) and continues until terminated by you or by inAi in accordance with this Section.

15.2 Termination by the User

You may terminate your use of the Service at any time by:

- closing your Account through the functionality provided in Emplo (where available); or
- contacting inAi using the contact details provided on the website and requesting closure of your Account.

Termination will take effect within a reasonable time after inAi processes your request. Termination does not affect:

- any Fees validly incurred prior to the effective date of termination;
- any rights or obligations that, by their nature or by law, are intended to survive termination (for example, Sections relating to intellectual property, payment, limitation of liability and dispute resolution).

15.3 Suspension or Limitation by inAi

InAi may temporarily suspend or limit your access to the Service, in whole or in part, if:

- you have breached these Terms or any applicable policy, or inAi has reasonable grounds to suspect such a breach;
- your use of the Service creates or is likely to create a security risk or a risk of harm to inAi, to other users, to Employers or to Connected Platforms;
- you fail to pay any Fees due under these Terms within the specified timeframe;
- suspension is required by law, by an order of a competent authority, or by the terms or technical constraints of a Connected Platform.

Where reasonably possible and lawful, inAi will inform you of the reasons for the suspension or limitation and, where applicable, the conditions under which access will be restored.

15.4 Termination by inAi

InAi may terminate your Account and access to the Service, in whole or in part:

- upon reasonable prior notice, if inAi decides to discontinue the Service or to terminate its offering of Emplo in your country of residence;
- with immediate effect, if you commit a serious or repeated breach of these Terms (for example, fraud, deliberate misuse, repeated non-payment, or clear abuse of Auto-Apply);
- where continuation of the relationship would expose inAi to unacceptable legal, regulatory or security risks.

Where termination is not due to your fault, inAi will, where applicable, refund any prepaid Fees for the unused portion of the relevant period, on a pro rata basis, unless otherwise provided in a specific offer.

15.5 Effects of Suspension or Termination

Upon suspension or termination:

- you will no longer have access to your Account or to the Service functionalities that have been suspended or terminated;
- your licence to use the Service will cease;
- inAi may, in accordance with its data-retention policies and legal obligations, retain, anonymise or delete data related to your Account and usage.

Termination or suspension of the Service does not:

- relieve you from paying any Fees due up to the effective date of termination, including deferred service Fees arising from Success Events that occurred prior to termination or that occur within the applicable attribution window defined in Section 9.4, where that window started before termination;
- prevent either party from pursuing any other rights or remedies available under law or contract.

If your Account is terminated by inAi due to your serious breach, you may not create a new Account without inAi's prior written consent.

16. Changes to These Terms

16.1 Right to Modify the Terms

Because the Service, legal environment and business conditions may evolve over time, inAi may amend these Terms from time to time. Changes may be made, for example, to:

- reflect modifications to the Service or the way it operates;
- clarify or update existing provisions;

- comply with changes in laws, regulations or regulatory guidance;
- address newly identified risks or abuse patterns.

16.2 Notice of Changes

When inAi makes material changes to these Terms that affect your rights or obligations:

- inAi will notify you by appropriate means, such as email, in-app notifications, or notices on the website;
- the notice will specify the effective date of the new Terms and provide a link to the updated text.

Non-material changes (for example, editorial corrections, clarifications without substantive effect) may be implemented without prior notice, but the updated Terms will always be available on the website with an updated “Last updated” date.

16.3 Acceptance of Changes

If you continue to use the Service after the effective date of the updated Terms, you will be deemed to have accepted them, provided that:

- the changes have been properly notified as described above; and
- any mandatory consumer rights regarding advance notice and the possibility to terminate without penalty have been respected.

If you are a consumer and a proposed change materially affects your rights or obligations in a way that is not required by law, you will have the right to terminate your use of the Service and close your Account without penalty before the changes take effect. In such a case, the previous version of the Terms will continue to apply to any Fees validly incurred and to any Success Events that occurred before termination, except where mandatory law requires more favourable treatment for you.

If you do not agree with the updated Terms, you must stop using the Service and, if applicable, terminate your Account in accordance with Section 15.2 before the changes take effect.

16.4 Changes Affecting Existing Success Events

In principle, changes to these Terms will not affect:

- Fees that have already been validly incurred;
- the rules for determining Success Events that have already occurred.

For ongoing relationships spanning multiple months, inAi may, when necessary, specify transitional measures or cut-off dates in the notice, indicating which version of the Terms will apply to which period or category of Success Events. In any case, changes will be implemented in compliance with applicable law and with due consideration for your legitimate expectations.

17. Governing Law and Dispute Resolution

17.1 Governing Law

Subject to mandatory provisions of the law of your country of residence, these Terms and any non-contractual obligations arising out of or in connection with them are governed by and shall be construed in accordance with the laws of France.

17.2 Jurisdiction

If you are acting as a consumer (i.e., a natural person using the Service for purposes that are wholly or mainly outside your trade, business, craft or profession), any dispute relating to these Terms may be brought before:

- the competent courts of your place of residence; or
- the competent courts of Lille, France,

at your choice and to the extent permitted by applicable EU or national consumer-protection rules.

If you are not acting as a consumer, any dispute relating to these Terms shall be subject to the exclusive jurisdiction of the competent courts of Lille, France, without prejudice to any mandatory jurisdiction rules that may apply.

17.3 Good-Faith Resolution and Complaints

Before initiating any formal legal proceedings, you are encouraged to contact inAi to attempt to resolve the issue amicably. You may submit complaints or questions via the contact details provided on the inAi website. InAi will endeavour to review and respond to your complaint within a reasonable time.

17.4 Online Dispute Resolution and Mediation (EU Consumers)

If you are an EU consumer, you may have access to alternative dispute-resolution mechanisms. In particular:

- you may refer disputes to the European Commission's Online Dispute Resolution (ODR) platform;
- depending on your country of residence, you may also have the right to refer disputes to a consumer mediator or ombudsman.

Information on these mechanisms, and on any consumer mediation body to which inAi is required to adhere, is provided in the legal notices on our website and will also be made available to you on request, in accordance with applicable law.

18. Miscellaneous

18.1 Entire Agreement

These Terms, together with any documents expressly referenced (including the Privacy

Notice, pricing information, and any feature-specific terms you accept), constitute the entire agreement between you and inAi regarding your use of Emplo and supersede all prior or contemporaneous agreements, understandings and communications relating to the same subject matter.

18.2 No Waiver

Failure or delay by inAi in exercising any right or remedy under these Terms shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. A waiver shall be effective only if given in writing and signed by an authorised representative of inAi.

18.3 Severability

If any provision of these Terms is held by a competent court or authority to be invalid, unlawful or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid, lawful and enforceable. If such modification is not possible, the provision shall be deemed severed, and the remaining provisions shall continue in full force and effect.

18.4 Assignment

You may not assign, transfer or delegate any of your rights or obligations under these Terms without the prior written consent of inAi. Any attempted assignment without such consent shall be void.

InAi may assign or transfer its rights and obligations under these Terms, in whole or in part, to any affiliate or in connection with a merger, acquisition, corporate restructuring, sale of assets, or similar transaction, without requiring your prior consent, provided that such assignment does not reduce your statutory rights as a consumer.

18.5 Force Majeure

InAi shall not be liable for any failure or delay in the performance of its obligations under these Terms to the extent caused by events or circumstances beyond its reasonable control, including but not limited to natural disasters, war, terrorism, civil unrest, strikes, lockouts or other labour disputes, failures of public or private telecommunications networks, power outages, acts of government or regulatory authorities, or failures of third-party hosting or service providers ("Force Majeure Events").

InAi will use reasonable efforts to mitigate the effects of a Force Majeure Event and to resume performance as soon as reasonably practicable.

18.6 Notices and Communication

Unless a specific form is required by law:

- notices from inAi to you under these Terms may be given by email to the address associated with your Account, by in-app message, or by posting on the inAi website;
- notices from you to inAi should be sent via the contact channels indicated on the inAi website or in your Account.

Notices sent by email shall be deemed received on the date they are sent, provided no bounce-back or error is generated. Notices posted on the website or in the Service shall be deemed received when you next access the Service.

18.7 Relationship Between the Parties

Nothing in these Terms shall be construed as creating any agency, partnership, joint venture, employment or fiduciary relationship between you and inAi. You and inAi remain independent and act on your own behalf.

18.8 Survival

Any provisions of these Terms that, by their nature or by explicit wording, are intended to survive termination or expiry (including those relating to intellectual property, Fees and payment, limitations of liability, indemnification, governing law and dispute resolution) shall continue to apply after termination of your use of the Service.