



# Recruitment Terms of Use

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## 1. Recruitment Terms of Use

Through the recruitment site, individuals seeking positions with Jacobs (“Candidates”), and staffing agencies who are under contract to place Candidates with Jacobs (“Staffing Agencies”), will have the ability to search and apply for positions at Jacobs, or with one of our affiliated companies.

By accessing or using the recruitment site, you agree to follow and be bound by the following terms and conditions concerning your access to and use of the recruitment site (“Terms of Use”) and the Recruitment Privacy Notice (“Privacy Notice”).

If you do not agree to these Terms of Use, continued use of the recruitment site by you is not authorized.

Jacobs may revise the Terms of Use and Privacy Notice at any time without notice to you. The revised Terms of Use and Privacy Notice will be effective when posted to the recruitment site.

You are required to check if the Privacy Notice or Terms of Use has been updated since last using the recruitment site.

## 2. Candidates

### 2.1 Use of Recruitment Site

The sole purpose of this recruitment site is to enable you to submit information (“Submissions”) to apply for employment positions with Jacobs. Use of this recruitment site does not create an employment relationship between you and any Jacobs company. You expressly agree that no such employment relationship will be created without further review of the Submission, an appropriate successful interview process, background and reference checks (where applicable), verification of identity and the legal right to work, and issuance and acceptance of a formal written offer of employment.

### 2.2 Electronic Signatures

By using the recruitment site and providing Submissions, you agree to transact electronically through the recruitment site. You agree that your electronic signature is the legal equivalent of your manual signature. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, constitutes your signature as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your electronic signature, and the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature.

In order to access, fulfill and retain the following electronic forms, your computer must be equipped and compatible with the most common operating systems and internet browsers. This would include:

- Windows, Mac OS X, Linux, Apple iOS, and other major operating systems.
- Microsoft Internet Explorer version 8 and later, Mozilla Firefox - latest version, Safari latest version +tablet versions, Chrome latest desktop version.

If you decline to use an electronic signature, you will be able to print your forms and sign them by hand, but will also be required to deliver the hand signed forms to the relevant Jacobs company representative.

If you wish to obtain a paper copy of the forms you sign via this recruitment site, you will be given the opportunity to download and print those forms once they have been executed.

After authorizing the use of your electronic signature, you may still withdraw your consent. To do so, you must contact Jacobs for their withdrawal procedures and to understand any consequences or fees which may apply.

### **2.3 Submissions**

By making Submissions, you accept the terms of the Privacy Notice and agree to the treatment of any personal data contained in the Submissions in accordance with the Privacy Notice.

You warrant that: (a) you have the right and authority to provide any Submissions; (b) you have only disclosed information that is true, accurate and not misleading (including by omission) and nothing you have submitted is known by you to be false, inaccurate, or misleading; (c) you have a legal right to live and be employed in the jurisdiction in which you are applying for employment. If that legal right is limited in time,

you have disclosed when it expires; (d) you are the individual who the Submissions relate to and that you have obtained permission from each person who appears and/or is referred to in your Submissions; (e) your Submissions, or any offer of employment that may result from your Submissions, would not infringe any

legal obligation that you may have to any third party, including under laws related to copyright, trademark, patent, trade secret, confidentiality, notice period, restrictive covenant, non-competition or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party; (f) you were not, and will not, be compensated or granted any consideration by any third party for entering your Submission or taking up any offer of employment with a Jacobs company. and any salary or wages paid to you upon taking up any offer of employment will not be remitted to any third party; and (g) there is no reason that you cannot perform all job duties that you are applying for in a manner that is safe and not injurious to you or any other person, that has not been disclosed fully in your Submission, and you must immediately disclose any such reason should one arise.

You agree that you will neither use the recruitment site in a manner, nor provide any Submission, that: (a) is defamatory, derogatory, degrading or harassing of another or constitutes a personal attack; (b) invades another's privacy or includes, copies or transmits another's confidential, sensitive or personal data;

(c) promotes bigotry, racism, hatred or harm against any group or individual; (d) is obscene or not in good taste; (e) violates, infringes or promotes the violation or infringement of another's rights, including intellectual property rights; (f) violates or promotes the violation of any applicable laws or regulations; (g) contains a solicitation of funds, goods or services, or promotes or advertises goods or services; or (h) contains any viruses, Trojan horses, or other components designed to limit or harm the functionality of a computer.

Jacobs may report you to the relevant authorities and may act under the fullest extent of applicable laws if you transmit or upload content intended or designed to cause harm.

### **2.4 Security, Passwords and Means of Accessing the Recruitment Site**

You agree not to access or use the recruitment site in any manner that could damage, disable, overburden, or impair any Jacobs accounts, computer systems or networks. You agree not to attempt to gain unauthorized access to any parts of the recruitment site or any Jacobs accounts, computer systems or networks. You agree not to interfere, or attempt to interfere, with the proper working of the recruitment site or any of the Jacobs accounts, computer systems or networks. You agree not to use any robot, spider, scraper or other automated means to access the recruitment site or any of the Jacobs accounts, computer systems or networks without the Jacobs' express written permission.

You must complete the registration process to open an account by providing us with current, complete and accurate information, as required by the applicable registration form. You may also be required to choose a password and a user name. Access to, and use of, password protected or secure areas of the recruitment site are restricted to authorized users only. Except as contemplated by Section 2.2, you agree not to share your password(s), account information, or access to the recruitment site with any other person. You are responsible for maintaining the confidentiality of password(s) and account information, and you are responsible for all activities that occur through the use of your password(s) or account(s), or as a result of your access to the recruitment site. You agree to notify Jacobs immediately of any use of your password(s) or account(s) that you did not authorize or that is not authorized by these Terms of Use.

## **3. Staffing Agencies**

### **3.1 Use of Recruitment Site**

The sole purpose of this recruitment site is to enable you to submit applications of Candidates ("Submissions") for employment positions with Jacobs. Use of this recruitment site does not create an employment relationship between any person and any Jacobs company. Individuals who use this recruitment site on behalf of a Staffing Agency shall be solely the employees or agents of the Staffing Agency and shall be under the sole and exclusive direction and control of such Staffing Agency. The Staffing Agency shall be responsible for compliance with all laws, rules and regulations involving its respective employees or agents, including (but not limited to) employment of labor, hours of labor, health and safety, working conditions and payment of wages.

### **3.2 Electronic Signatures**

By using the recruitment site and providing Submissions, you warrant that the Candidate for whom you are providing Submissions has agreed to transact electronically through the recruitment site. You warrant that the Candidate agrees that their electronic signature is the legal equivalent of their manual signature. You further warrant that the Candidate agrees that the use of a key pad, mouse or other device to select an item, button, icon or similar act/action, constitutes the Candidate's signature as if actually signed by them in

writing. You also warrant that no certification authority or other third party verification is necessary to validate an electronic signature, and that the lack of such certification or third party verification will not in any way affect the enforceability of the electronic signature.

In order to access, fulfill and retain the following electronic forms, your computer must be equipped and compatible with the most common operating systems and internet browsers. This would include:

- Windows, Mac OS X, Linux, Apple iOS, and other major operating systems.
- Microsoft Internet Explorer version 8 and later, Mozilla Firefox - latest version, Safari latest version + tablet versions, Chrome latest desktop version.

If the Candidate declines to use an electronic signature, you will be able to print your forms and have the Candidate sign them by hand, but will also be required to deliver the hand signed forms to the relevant Jacobs company representative.

If the Candidate wishes to obtain a paper copy of the forms you sign via this recruitment site, you will be given the opportunity to download and print those forms once they have been executed.

### **3.3 Submissions**

You agree that all information you submit in the application process will be Submissions that you have the right and authority to disclose to Jacobs. By making Submissions, you warrant that the applicable Candidate accepts the terms of Privacy Notice and agrees to the treatment of any personal data contained in the Submissions, in accordance with the Privacy Notice.

You agree that you will obtain written signed consent from each Candidate, in the form required by Jacobs ([Jacobs Agency Preferred Supplier List](#)) before providing Submissions relating to that Candidate. You must deliver such consent to Jacobs by uploading the signed consent form as part of the Submissions relating to that Candidate.

You warrant that: (a) you have the right and authority to provide any Submissions; (b) you have only disclosed information that is true, accurate and not misleading (including by omission) and nothing you have submitted is known by you to be false, inaccurate, or misleading; (c) you have identified the individual who the submitted information relates to and confirm their identity as the Candidate; (d) your Submissions or any offer of employment that may result from your Submissions would not infringe any legal obligation that the Candidate may have to any third party, including under laws related to copyright, trademark, patent, trade secret, confidentiality, notice period, restrictive covenant, non-competition or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party; and (e) there is no reason that the

Candidate who is the subject of your Submission cannot perform all job duties that the Candidate is applying for in a manner that is safe and not injurious to you or any other

person, that has not been disclosed fully in your Submission; and you must immediately disclose any such reason, should one arise.

You agree that you will neither use the recruitment site in a manner, nor provide any Submission, that: (a) is defamatory, derogatory, degrading or harassing of another or constitutes a personal attack; (b) invades another's privacy or includes, copies or transmits another's confidential, sensitive or personal data;

(c) promotes bigotry, racism, hatred or harm against any group or individual; (d) is obscene or not in good taste; (e) violates, infringes or promotes the violation or infringement of another's rights, including intellectual property rights; (f) violates or promotes the violation of any applicable laws or regulations; (g) contains a solicitation of funds, goods or services, or promotes or advertises goods or services; or (h) contains any viruses, Trojan horses, or other components designed to limit or harm the functionality of a computer.

Jacobs may report you to the relevant authorities and may act under the fullest extent of applicable laws if you transmit or upload content intended or designed to cause harm.

### **3.4 Security, Passwords and Means of Accessing the Recruitment Site**

You agree not to access or use the recruitment site in any manner that could damage, disable, overburden, or impair any Jacobs accounts, computer systems or networks. You agree not to attempt to gain unauthorized access to any parts of the recruitment site or any Jacobs accounts, computer systems or networks. You agree not to interfere, or attempt to interfere, with the proper working of the recruitment site or any of the Jacobs accounts, computer systems or networks. You agree not to use any robot, spider, scraper or other automated means to access the recruitment site or any of the Jacobs accounts, computer systems or networks without the Jacobs' express written permission.

Access to and use of password protected or secured areas of the recruitment site are restricted to authorized users only. You warrant and agree that the Candidate has authorized you to use their password to provide Submissions to the recruitment site; and you agree and warrant that you will only use such password(s) for purposes of providing such Submissions. You are responsible for maintaining the confidentiality of password(s) and account information, and you are responsible for all activities that occur through the use of any password(s) or account(s), or as a result of your access to the recruitment site. You agree to notify Jacobs immediately of any use of password(s) or account(s) that the Candidate did not authorize or that is not authorized by these Jacobs Recruitment Terms of Use.

## **4. General Terms**

### **4.1 Reservation of Rights**

The recruitment site and content provided on or through the recruitment site are the intellectual property and copyrighted works of Jacobs or a third party provider. All rights, title and interest not expressly granted with respect to the recruitment site and content provided on or through the recruitment site are reserved. All content is provided on an "As

Is" and "As Available" basis, and Jacobs reserves the right to terminate the permissions granted to you at any time.

### **4.2 Indemnity**

You agree to indemnify and hold harmless Jacobs, its officers, directors, employees and agents from and against any and all third-party claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, due to, or arising out of, any Submission you make to the recruitment site, your violation of these Terms of Use, or your violation or infringement of any third party rights, including intellectual property rights.

### **4.3 Monitoring**

Jacobs has no obligation to monitor the recruitment site. However, Jacobs reserves the right to review the recruitment site and content and to monitor all use of and activity on the recruitment site, and to remove or choose not to make available on or through the recruitment site, any content (including your Submissions) in its sole discretion. Jacobs may remove content that is confidential or proprietary to you, or a third party, without permission from you or the third party.

### **4.4 Termination of Use**

Jacobs may, in its sole discretion, at any time discontinue providing or limit access to the recruitment site, in whole or in part. You agree that Jacobs may, in its sole discretion, at any time, terminate or limit your access to, or use of, the recruitment site in whole or in part. Jacobs may terminate or limit your access to, or use of, the recruitment site, if Jacobs determines, in its sole discretion, that you have infringed the copyrights or other legal rights of a third party, or otherwise materially violated these Terms of Use. You agree that Jacobs will not be liable to you or any third-party for any termination or limitation of your access to, or use of, the recruitment site.

### **4.5 Third Part Website, Content, Products and Services**

The recruitment site provides links to Web sites and access to content, products and services of third parties, including users, advertisers, affiliates and sponsors of the recruitment site. Jacobs is not responsible for third party content provided on, or through the recruitment site, or for any changes or updates to such third party sites, and you bear all risks associated with the access to, and use of, such Web sites and third party content, products and services.

### **4.6 Disclaimer**

Except where expressly provided otherwise, the recruitment site is provided on an "as is" and "as available" basis, Jacobs expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement with respect to the recruitment site and all content provided on, or through the recruitment site. Jacobs makes no warranty that: (a) the recruitment site or content will meet your requirements; (b) the recruitment site will be available on an uninterrupted, timely, secure, or error-free basis; (c) the results that may be obtained from the use of the recruitment site, or any content provided on or through the recruitment site, will be accurate or reliable; or (d) any content obtained by you on or through the recruitment site will meet your expectations.

Jacobs will have no responsibility for any damage to your computer system or loss of data that results from the use of the recruitment site.

Jacobs reserves the right to make changes or updates to, and monitor the use of, the recruitment site and content provided on or through the recruitment site at any time without notice.

### **4.7 Limitation of Liability**

In no event will Jacobs or its officers, directors, employees, or agents be liable for any direct, indirect, incidental, special, or consequential damages; or damages for lost profits, revenue, data or data use, incurred by you or any third party, whether in an action in contract, or tort (including negligence), breach of statutory duty, strict liability, or otherwise, arising from your access to, or use of, the recruitment site or any content provided on or through the recruitment site.

### **4.8 Exclusions and Limitations**

Some jurisdictions do not allow the disclaimer or exclusion of certain warranties of the disclaimer, exclusion, or limitation of certain liabilities. To the extent that they are held to be legally invalid, disclaimers, exclusions, and limitations set out in these Terms of Use, including those set out in Sections 3.6 (Disclaimer) and 3.7 (Limitation of Liability), do not apply and all other terms will remain in full force and effect.

### **4.9 Recruitment Privacy Notice**

All personal data collected on this recruitment site may be accessed and stored globally and will be treated in accordance with the Privacy Notice. You understand that Jacobs collects, uses, processes, and otherwise stores, your personal data and utilization data and may share such data with third party service providers for the purpose of improving or providing services subject to the Privacy Notice.

### **4.10 Persons Not of Age of Majority**

Persons who are not 18 years of age are not eligible to use the recruitment site, and no information in relation to such persons should be included in a Submission.

### **4.11 Waiver and Severability**

The failure of Jacobs to exercise or enforce any rights or provisions in these Terms of Use will not constitute a waiver of such right or provision. If any part or provision of these Terms of Use is found to be unenforceable, such part or provision may be modified to make the Terms of Use as modified, legal and enforceable. The rest of the Terms of Use will not be affected.

### **4.12 Applicable Laws**

All matters relating to your access to, and use of, the recruitment site and content provided on or through the recruitment site, will be governed by U.S. federal law or the laws of the State of Texas, USA. Any legal action or proceeding relating to your access to, or use of, the recruitment site or content, shall be instituted in a state or federal court in Dallas County,

Texas, USA. You and Jacobs agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

### **4.13 Contact Information**

If you have any questions regarding these Terms of Use, please [contact us](#).