

1. Acceptance of Use Agreement

Please review the following Candidate Use Agreement carefully, as it forms the basis of a legally binding contract between you and Infor (US), Inc. ("PeopleAnswers," "we," or "us") regarding your access to and use of this website (the "Site"). By accessing the Site, you agree to be bound by all of the terms and conditions set forth herein.

PeopleAnswers is a service provider for its client companies (the "Client-Employer") and offers the Client-Employer's access to certain tools and services accessible through the Site, including, but not limited to, employee testing and assessment services (the "Service"). Current employees of a Client-Employer and potential employment candidates of the Client-Employer may take and provide answers to one or more assessment tests through the Service, as requested by the Client-Employer. You have been referred by a Client-Employer to take a test on the Site. After completion of the test, PeopleAnswers will prepare a data assessment based on your responses (the "Assessment"). PeopleAnswers is not responsible for the Assessment so produced, nor is PeopleAnswers responsible for any hiring or termination decision made by the Client-Employer directly or indirectly as a result of the Assessment. By accessing the Site, you agree not to bring, file, or participate in any claim, suit, or complaint against PeopleAnswers as a result of any hiring or termination decision made by any Client-Employer or by any other person.

PeopleAnswers reserves the right to change the terms of this Use Agreement and/or the Service from time to time at its sole discretion by posting such revised terms and conditions on the Site. Your continued use of the Site following any such change constitutes your acknowledgement of such change and your agreement to follow and be bound by the modified terms and conditions, if any.

2. Use of the Site; Tests and Assessments

Upon accessing the Site and to log in to the Service, you will be asked to submit required and/or optional information on the Registration page. Once logged in to the Service, you will take and provide answers to one or more tests. After you complete the test(s), PeopleAnswers will prepare an Assessment based on your responses and/or answers. You are providing these answers/responses to PeopleAnswers to prepare an Assessment. The Assessment will be provided to the Client-Employer by PeopleAnswers. Your answers may also be used later by PeopleAnswers to prepare different Assessments for other Client-Employers (ones different than the Client-Employer to whom you are currently applying and in connection with which you originally supplied your answers and responses to PeopleAnswers). PeopleAnswers will not supply your answers to Client-Employers unless expressly requested by Client-Employers. **If you do not want your responses or answers used or re-used in this manner and/or an Assessment shared with any Client-Employer(s), you must click that you do not accept these terms (i.e., click the "I Do Not Agree" button)**, though doing so will preclude you from using the Service or the Site. For additional information on how such information, answers, and/or responses will be used, please see the PeopleAnswers' [Privacy Policy].

You agree to provide accurate and complete responses. Should PeopleAnswers suspect that such information is untrue, inaccurate, incomplete, or not current, PeopleAnswers has the right to suspend or terminate your use of the Service and/or your access to the Site. You grant PeopleAnswers a non-exclusive, perpetual, royalty-free license to use the responses and/or answers provided by you in any manner and through any medium in the sole discretion of PeopleAnswers (although PeopleAnswers will not disclose any legally protected personally identifiable information

to any person except the Client-Employer or designated third parties at the request of the Client-Employer.). This grant includes the right of PeopleAnswers to re-use your answers and responses to complete a different Assessment for a different Client-Employer than the Client-Employer to whom you applied and in connection with which you originally supplied your answers and responses to PeopleAnswers. You agree that PeopleAnswers shall have no obligation to provide you with a copy of the test(s) taken through the Service, a copy of your answers or responses, a copy of the Assessment provided to the Client-Employer, or a list of other Client-Employers for which PeopleAnswers provided an Assessment based on your original answers and responses. Neither the Assessment nor the Service is intended to screen persons on the basis of any legally protected status, such as race, color, religion, sex, national origin, sexual orientation, age, or disability.

Each test may be taken only once. You are not authorized to take any test more than once unless the Client-Employer has specifically requested that you do so. Title, ownership rights, and all intellectual property rights in and to the Site and the Service, including without limitation patents, copyrights, trademarks, and trade secrets, shall remain with PeopleAnswers and/or its licensors. The tests provided through the Service are proprietary to PeopleAnswers and are protected by the copyright laws of the United States and international copyright treaties.

As noted above, the Client-Employer may direct us to disclose your legally protected personally identifiable information to third

parties for employment screening, background checks, and credential verification services, including without limitation verification of the accuracy of your personal information and confirmation of your references. You agree that neither PeopleAnswers nor Client-Employers are responsible or liable for the use and dissemination of such information by such third parties. If you do not want your legally protected personally identifiable information shared with any third parties, you must click that you do not accept these terms (**i.e., click the "I Do Not Agree" button**), though doing so will preclude you from using the Service or the Site.

PeopleAnswers will retain the personally identifiable information, responses, and answers you provide for fulfillment of the intended purposes for which it is collected. We will establish minimum and maximum retention periods based upon the type of information collected (i.e. sensitivity), the intended purposes, and as otherwise may be legally required.

You may be requested to provide your cell phone number. By providing such number, you authorize PeopleAnswers and the Client-Employer to call you and/or send you text messages.

3. Passwords and Security

You agree that you will not: (a) permit other individuals to use your password; or (b) copy any portion of any test provided through the Service. Please note that you are solely responsible for any and all activities that occur under your account and for ensuring that you exit or log-off from your account at the end of each session of use. You shall notify PeopleAnswers immediately of any unauthorized use of your password or account or of any other breach of security that is known or suspected by you. User accounts cannot be "shared" or used by more than one individual. User licenses can be transferred to a new user only if a previous user becomes inactive and is unable to access the Service. You remain solely responsible for any authorized or unauthorized use of your password.

4. Your Conduct You agree not to:

1. upload, transmit, post, email, or otherwise make available to the Site any content or other material in any format that: (i) is false, inaccurate, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, invasive of another's privacy, libelous, and/or otherwise objectionable; (ii) infringes any third party's intellectual property; or (iii) contains viruses, worms, Trojan horses, back doors or trap doors, corrupted files, or any other similar software or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
2. alter, remove, or falsify any attributions or other proprietary designations of origin or source of any other content appearing on the Site or contained in a file that is uploaded to the Site;
3. impersonate any person or entity, including without limitation a PeopleAnswers official, or falsely state or otherwise misrepresent your affiliation with a person or entity;
4. attempt, through any means, to gain unauthorized access to the Site or another user's account on the Site;
5. forward or share any information regarding the Service and/or the Site, including without limitation an Assessment furnished through the Service, to any third party; or
6. use any robot, spider, other automatic device, or manual process to monitor or copy web pages or the content contained herein without our prior expressed written permission. Additionally, you agree that you will not take any action that imposes an unreasonable or disproportionately large load on PeopleAnswers' infrastructure.

The use of any device, software, or routine that interferes or attempts to interfere with the proper working of the Site is expressly prohibited.

5. Proprietary Rights Restrictions

All material on the Site, including without limitation all informational text, design of and "look and feel" of the Site, layout, photographs, graphics, audio, video, messages, files, documents, images, or other materials (collectively, the "Materials"), whether publicly posted or privately transmitted, as well as all derivative works, are owned by PeopleAnswers or other parties that have licensed their material to PeopleAnswers and are protected by copyright, trademark, and other intellectual property laws. PeopleAnswers disclaims any proprietary interest in trademarks, service marks, logos, slogans, domain names, and trade names other than its own. Trademarks, logos, images, and service marks displayed on the Site are the property of either PeopleAnswers or other third parties. You agree not to display or use such marks without PeopleAnswers' prior written permission.

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PeopleAnswers alone shall own all right, title, and interest, including without limitation all related intellectual property rights, to any suggestions, ideas, feedback, recommendations, or other information provided by you relating to the Service ("Submissions"), and you agree to assign such Submissions to PeopleAnswers free of charge. PeopleAnswers may use such Submissions as it deems appropriate in its sole discretion.

6. Links to Other Web Sites

The Site may contain links to third party sites. The linked sites are not under the control of PeopleAnswers. PeopleAnswers does not endorse, adopt, or undertake any responsibility for the content or privacy practices of any linked site, including without limitation information provided at the Site that may link the user to a third party web site. In no event shall PeopleAnswers or its licensors be responsible for any content or other materials on or available through such third party sites.

7. Local Laws and Export Controls

The Site provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of the European Union. You acknowledge and agree that the Site shall not be used in, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to, Afghanistan, Burma, Cuba, Iraq, Iran, Libya, Sudan, or any other countries to which the United States and/or the European Union maintains an embargo (collectively, the "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, the "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using this Site, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country and are not a Designated National. You agree to comply strictly with all U.S. and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

This Site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000.

Any diversion of the content of the Site contrary to United States or European Union (including European Union Member States) law is prohibited. None of the content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, or chemical or biological weapons or missile projects, unless specifically authorized by the United States Government or appropriate European body for such purposes.

8. Changes to the Site

PeopleAnswers reserves the right to modify, suspend, or discontinue all or any portion of the Site and/or the Service at any time, without notice. Unless stated otherwise, any new features to the current Site or Service shall be subject to this Use Agreement. All areas of the Site are currently accessible to users without charge; however, PeopleAnswers reserves the right to charge users for access to or use of any portion of the Site in the future.

9. Failure to Abide by these Terms

PeopleAnswers may in its sole discretion disable your password or terminate or suspend your account and any current activities at the Site immediately, without notice to you, if you breach this Use Agreement or if PeopleAnswers is unable to verify or authenticate any information that you provide to us. PeopleAnswers reserves the right, in its sole discretion, to refuse access to any user at

any time to those portions of the Site that require registration. You agree that PeopleAnswers shall not be liable to you or any third party for any termination of your access to any Material, content, the Service, and/or the Site.

10. PeopleAnswers Privacy Policy

On-line information collected and certain other information about you is subject to our Privacy Policy. For more information, please see our full [Privacy Policy]. Your acceptance of this Use Agreement also constitutes acknowledgment of and agreement to the statements and any obligations set forth in the Privacy Policy.

To the extent that the Client-Employer requests that we disclose on-line personally identifying information collected and certain other information about you to third parties, different policies may apply. PeopleAnswers does not control the privacy policies of any third party, and we are not responsible for the use and dissemination of your personal identifying information by any such third parties. Therefore, we encourage you to contact the Client-Employer for the privacy policies of such third parties.

11. LIMITATION OF LIABILITY AND DISCLAIMERS OF WARRANTIES.

PEOPLEANSWERS MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE SITE AND/OR SERVICE PROVIDED HEREUNDER, IN WHOLE OR IN PART. PEOPLEANSWERS EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PEOPLEANSWERS EXPRESSLY DOES NOT WARRANT THAT THE SITE AND/OR SERVICES, IN WHOLE OR IN PART, WILL BE ERROR FREE, OPERATE WITHOUT INTERRUPTION OR MEET YOUR NEEDS. PEOPLEANSWERS DOES NOT MAKE ANY EMPLOYMENT DECISIONS AND SHALL NOT BE RESPONSIBLE FOR ANY SUCH DECISIONS MADE BY CLIENT-EMPLOYER OR ANY OTHER PERSON.

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INCIDENTAL, OR CONSEQUENTIAL, INCLUDING WITHOUT LIMITATION ANY ACTIONS TAKEN BY ANY CLIENT -EMPLOYER BASED ON THE ASSESSMENT, **ANY EMPLOYMENT DECISION MADE BY CLIENT-EMPLOYER OR ANY OTHER PERSON** OR ANY OTHER INFORMATION PROVIDED BY YOU THROUGH THE SERVICE, OR A LOSS OF OPPORTUNITY FOR EMPLOYMENT WITH ANY CLIENT-EMPLOYER OR ANY OTHER EMPLOYER, OR UNINTERRUPTED OR ERROR-FREE ACCESS TO THE SITE AND/OR SERVICE.

CLIENT-EMPLOYERS ARE NOT RESPONSIBLE FOR THE OPERATION OR UNINTERRUPTED OR ERROR-FREE ACCESS TO THE SITE AND/OR SERVICE. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (TORT, CONTRACT, OR OTHERWISE) SHALL ANY CLIENT-EMPLOYER BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES RESULTING FROM PEOPLEANSWER'S OPERATION OF THE SITE OR THE SERVICE, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL.

12. Miscellaneous

If any provision of this Use Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of this Use Agreement, which shall remain in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only. This Use Agreement shall be governed by New York to the maximum extent permitted by law.

BY CLICKING ON THE "I AGREE" BUTTON OR OTHERWISE AGREEING TO THIS USE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS USE AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

If you have any questions or comments about this Use Agreement, please compose an email addressed to privacy@peopleanswers.com. (ver 7.3)