

# **California Terms of Service Report**

March 2025 (reporting period July 1 – December 31, 2024)

LinkedIn is a real-identity online service for professionals to connect and interact with other professionals, learn, hire, and find jobs. LinkedIn's vision is to create economic opportunity for every member of the global workforce. Its mission is to connect the world's professionals to make them more productive and successful. As part of that mission, LinkedIn is committed to keeping its platform and services safe, trusted, and professional, and to providing transparency to its members, the public, and to regulators.

LinkedIn provides the information below in response to California Business & Professions Code § 22677.

1. The current version of the terms of service.

The current versions of LinkedIn's terms of service, as defined under Section 22676(b), are available at the following links. Copies are attached to this report in Appendix A.

- LinkedIn User Agreement: <a href="https://www.linkedin.com/legal/user-agreement">https://www.linkedin.com/legal/user-agreement</a>.
- LinkedIn Professional Community Policies: <a href="https://www.linkedin.com/legal/professional-community-policies">https://www.linkedin.com/legal/professional-community-policies</a>.
- How we enforce our Professional Community Policies: https://www.linkedin.com/help/linkedin/answer/a1342754.
- How to report inappropriate content, messages, or safety concerns: https://www.linkedin.com/help/linkedin/answer/a1378278.
- 2. If the company has filed its first report, a complete and detailed description of any changes to the terms of service since the previous report.

LinkedIn updated the User Agreement during the reporting period, including adding details on generative AI features and how we recommend and moderate content and updating our license. A copy of the User Agreement showing changes is attached to this report in Appendix B.

LinkedIn also updated the Professional Community Policies during the reporting period. LinkedIn added the following sentence in the section 'Be Trustworthy - Do not share false or misleading content':

Do not share synthetic or manipulated media that depicts a person saying something they did not say or doing something they did not do without clearly disclosing the fake or altered nature of the material.

LinkedIn also updated the 'How we enforce our Professional Community Policies' article during the reporting period. LinkedIn added the following sentence to the second paragraph: "These notices are sent in line with relevant laws in the regions where we operate."

### 3. Description of content moderation practices.

All content on LinkedIn must comply with LinkedIn's <u>Professional Community Policies</u>, which set out in detail the content LinkedIn permits and does not permit to keep its platform safe, trusted, and professional.

LinkedIn applies a three-layer, multidimensional approach to moderate content on LinkedIn:

- The first layer of protection is automated and proactive prevention. When a member attempts to create a piece of content on LinkedIn, various calls (or signals) are sent to LinkedIn's machine learning services. These services aim to automatically filter out certain policy-violating content at the time of creation.
- The second layer of protection is a combination of automated and human-led detection.
   LinkedIn's second layer of moderation detects content that's likely to be violative but for which
   LinkedIn is not sufficiently confident to warrant automatic removal, and sends it for human
   review.
- The third layer of protection is human-led detection. If users locate content that they believe violates LinkedIn's policies, they are able to report it for review using LinkedIn's in-product reporting functionality.

# A. How automated moderation systems enforce terms of service of the platform and when these systems involve human review.

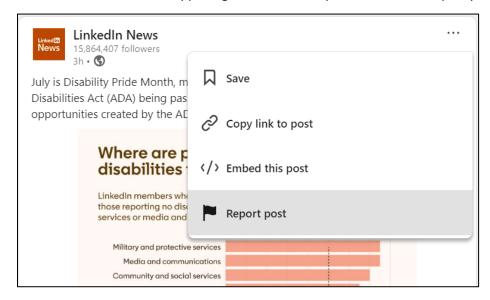
LinkedIn is a global platform with over 1 billion members worldwide and utilizes both human content moderation and machine-learned automated systems to moderate content. LinkedIn's automated systems help enforce its terms of service in three relevant ways. First, LinkedIn's automated systems in some cases determine content violates LinkedIn's policies, and action that content. Second, LinkedIn's automated systems may queue content that potentially violates LinkedIn's policies for human review and decision. Third, LinkedIn's automated systems in some cases evaluate and resolve user reports of policy-violating content, and in other cases queue user reports for human review and decision.

LinkedIn employs the following safeguards, among others, to its automated systems for content moderation: LinkedIn's monitors the aggregate performance and accuracy of its moderation systems, and sets minimum thresholds for performance; LinkedIn sets thresholds for individual decisions made by the systems, such that the system will not act on a piece of content or user report and will instead send it for human review; LinkedIn controls the types of reports the system acts on (e.g., the system does not automatically resolve reports of terrorist content); LinkedIn generally allows authors to appeal a decision if they believe the decision is incorrect; and LinkedIn periodically retrains its system to account for, for example, changes in human-reviewer decisions, content trends, and user-report trends over time.

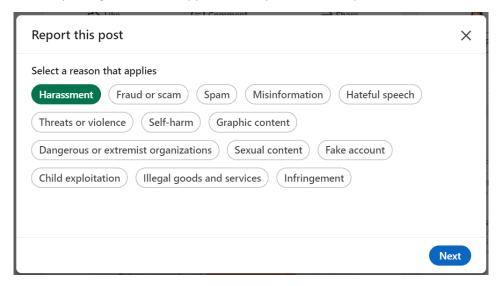
### B. How the company responds to user reports of violations of the terms of service.

To report content, members click the three-dot icon available in-product on the content and follow the in-product prompts. For example, to report a post on LinkedIn, members use the following process:

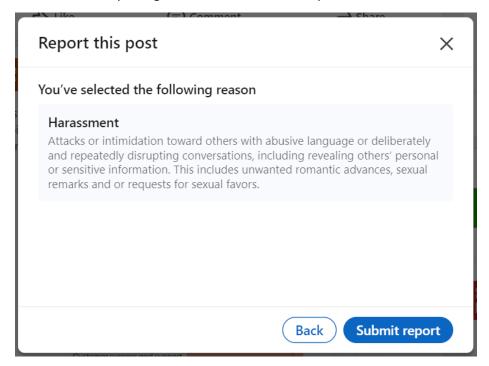
1. Select the three-dot icon in the upper-right corner of the post, and select 'Report post':



2. Select the reporting reason that applies to the post. For example, "Harassment":



3. Review the selected reporting reason, and submit the report:



When users report content, those reports are sent for review to determine whether the content in question violates LinkedIn's policies. LinkedIn typically notifies the reporting user of its decision. If a violation is found, LinkedIn removes or actions the content, consistent with its policies.

C. How the company would remove individual pieces of content, users, or groups that violate the terms of service, or take broader action against individual users or against groups of users that violate the terms of service.

Violating LinkedIn's policies can result in action against a piece of content (including, for example, a post, a page, a group, etc.) as well as an account. When we remove content, we also generally send the member a notice that the content violates LinkedIn's policies, how the content violates our policies, and the action we've taken. If a member believes their content has been removed in error, they have the opportunity to submit an appeal.

Repeated violations can result in account restriction. We provide the opportunity to appeal an account restriction, and we may reinstate a restricted account if the member agrees to comply with the Professional Community Policies. Continued violations result in permanent restriction from the LinkedIn platform.

For certain egregious violations of our policies (e.g., child sexual abuse material, terrorism, egregious sexual harassment), we may permanently restrict a member account after a single violation.

In addition, LinkedIn maintains an internal Trust & Safety team staffed with investigators who proactively investigate coordinated abuse (for example, groups of accounts engaged in scam activity). When the Trust & Safety team identifies violations of LinkedIn's policies, they action the content and accounts consistent with the process above.

D. The languages in which the platform does not make terms of service available, but does offer product features, including but not limited to, menus and prompts.

During the reporting period, LinkedIn's platform was available in twenty-six supported languages, outlined in the Help Center article here: <u>LinkedIn Supported Languages</u>. The terms of service are available in each of the languages.

# **Appendix A**



User Agreement ▼

**Privacy Policy** 

**Professional Community Policies** 

Cookie Policy

Copyright Policy

Regional Info ▼

# User Agreement

### Effective on November 20, 2024

Our mission is to connect the world's professionals to allow them to be more productive and successful. Our services are designed to promote economic opportunity for our members by enabling you and millions of other professionals to meet, exchange ideas, learn, and find opportunities or employees, work, and make decisions in a network of trusted relationships.



### Table of Contents:

- 1. Introduction
- 2. Obligations
- 3. Rights and Limits
- 4. Disclaimer and Limit of Liability
- 5. Termination
- 6. Governing Law and Dispute Resolution

- 7. General Terms
- 8. LinkedIn "Dos and Don'ts"
- 9. Complaints Regarding Content
- 10. How To Contact Us

### Introduction

### 1.1 Contract



When you use our Services you agree to all of these terms. Your use of our Services is also subject to our Cookie Policy and our Privacy Policy, which covers how we collect, use, share, and store your personal information.

By creating a LinkedIn account or accessing or using our Services (described below), you are agreeing to enter into a legally binding contract with LinkedIn (even if you are using third party credentials or using our Services on behalf of a company). If you do not agree to this contract ("Contract" or "User Agreement"), do not create an account or access or otherwise use any of our Services. If you wish to terminate this Contract at any time, you can do so by closing your account and no longer accessing or using our Services.

### Services

This Contract applies to LinkedIn.com, LinkedIn-branded apps, and other LinkedIn-related sites, apps, communications, and other services that state that they are offered under this Contract ("Services"), including the offsite collection of data for those Services, such as via our ads and the "Apply with LinkedIn" and "Share with LinkedIn" plugins.

#### LinkedIn

You are entering into this Contract with LinkedIn (also referred to as "we" and "us").

We use the term "Designated Countries" to refer to countries in the European Union (EU), European Economic Area (EEA), and Switzerland.

If you reside in the "Designated Countries", you are entering into this Contract with LinkedIn Ireland Unlimited Company ("LinkedIn Ireland") and LinkedIn Ireland will be the controller of your personal data provided to, or collected by or for, or processed in connection with our Services.

If you reside outside of the "Designated Countries", you are entering into this Contract with LinkedIn Corporation ("LinkedIn Corp.") and LinkedIn Corp. will be the controller of (or business responsible for) your personal data provided to, or collected by or for, or processed in connection with our Services.

As a Visitor or Member of our Services, the collection, use, and sharing of your personal data is subject to our Privacy Policy, our Cookie Policy and other documents referenced in our Privacy Policy, and updates. You acknowledge and have read our Privacy Policy.

### 1.2 Members and Visitors



This Contract applies to Members and Visitors.

When you register and join the LinkedIn Services, you become a "Member". If you have chosen not to register for our

### 1.3 Changes



We may make changes to this Contract.

We may modify this Contract, our Privacy Policy and our Cookie Policy from time to time. If required by applicable law or we make material changes to this Contract, we will provide you notice through our Services, or by other means, to provide you the opportunity to review the changes before they become effective. We agree that changes cannot be retroactive. If you object to any of these changes, you may close your account. Your continued use of our Services after we publish or send a notice about our changes to these terms means that you are consenting to the updated terms as of their effective date.

## 2. Obligations

### 2.1 Service Eligibility



Here are some promises that you make to us in this Contract:



You're eligible to enter into this Contract and you are at least our "Minimum Age."

The Services are not for use by anyone under the age of 16.

To use the Services, you agree that: (1) you must be the "Minimum Age" (described below) or older; (2) you will only have one LinkedIn account, which must be in your real name; and (3) you are not already restricted by LinkedIn from using the Services. Creating an account with false information is a violation of our terms, including accounts registered on behalf of others or persons under the age of 16.

"Minimum Age" means 16 years old. However, if law requires that you must be older in order for LinkedIn to lawfully provide the Services to you without parental consent (including using your personal data) then the Minimum Age is such older age. Learn More

### 2.2 Your Account



You will keep your password a secret



You will not share your account with anyone else and will follow our policies and the law.

Members are account holders. You agree to: (1) protect against wrongful access to your account (e.g., use a strong password and keep it confidential); (2) not share or transfer your account or any part of it (e.g., sell or transfer the personal data of others by transferring your connections); and (3) follow the law, our list of Dos and Don'ts (below), and our Professional Community Policies. Learn More You are responsible for anything that happens through your account unless you close it or report misuse.

As between you and others (including your employer), your account belongs to you. However, if the Services were purchased by another party for you to use (e.g., Recruiter seat or LinkedIn Learning subscription bought by your employer), the party paying for such Service has the right to control access to and get reports on your use of such paid Service; however, they do not have rights to your personal account.



You'll honor your payment obligations and you are okay with us storing your payment information. You understand that there may be fees and taxes that are added to our prices.



Refunds are subject to our policy, and we may modify our prices prospectively.

If you buy any of our paid Services, you agree to pay us the applicable fees and taxes and you agree to the additional terms specific to the paid Services. Failure to pay these fees will result in the termination of your paid Services. Also, you agree that:

- Your purchase may be subject to foreign exchange fees or differences in prices based on location (e.g., exchange rates).
- We may store and continue billing your payment method (e.g., credit card), even after it has expired, to avoid
  interruptions in your paid Services and to use it to pay for other Services you may buy. You may update or
  change your payment method. Learn more
- If you purchase a subscription, your payment method automatically will be charged at the start of each subscription period for the fees and taxes applicable to that period. To avoid future charges, cancel before the renewal date. Learn how to cancel or suspend your paid subscription Services.
- · We may modify our prices effective prospectively upon reasonable notice to the extent allowed under the law.
- · All of your paid Services are subject to LinkedIn's refund policy.
- We may calculate taxes payable by you based on the billing information that you provide us.

You can get a copy of your invoice through your LinkedIn account settings under "Purchase History".

### 2.4 Notices and Messages



You're okay with us providing notices and messages to you through our websites, apps, and contact information. If your contact information is out of date, you may miss out on important notices.

You agree that we will provide notices and messages to you in the following ways: (1) within the Services or (2) sent to the contact information you provided us (e.g., email, mobile number, physical address). You agree to keep your contact information up to date.

Please review your settings to control and limit messages you receive from us.

### 2.5 Sharing



When you share information on our Services, others can see, copy and use that information.

Our Services allow sharing of information (including content) in many ways, such as through your profile, posts, articles, group posts, links to news articles, job postings, messages, and InMails. Depending on the feature and choices you make, information that you share may be seen by other Members, Visitors, or others (on or off of the Services). Where we have made settings available, we will honor the choices you make about who can see content or other information (e.g., message content to your addressees, sharing content only to LinkedIn connections, restricting your profile visibility from search tools, or opting not to notify others of your LinkedIn profile update). For job searching activities, we default to not notifying your connections or the public. So, if you apply for a job through our Services or opt to signal that you are interested in a job, our default is to share it only with the job poster.

To the extent that laws allow this, we are not obligated to publish any content or other information on our Services and can remove it with or without notice.

## 3. Rights and Limits

### 3.1. Your License to LinkedIn



You own all of your original content that you provide to us, but you also grant us a nonexclusive license to it.



We'll honor the choices you make about who gets to see your content, including how it can be used for ads.

As between you and LinkedIn, you own your original content that you submit or post to the Services.

You grant LinkedIn and our affiliates the following non-exclusive license to the content and other information you provide (e.g., share, post, upload, and/or otherwise submit) to our Services:

A worldwide, transferable and sublicensable right to use, copy, modify, distribute, publicly perform and display, host, and process your content and other information without any further consent, notice and/or compensation to you or others. These rights are limited in the following ways:

- 1. You can end this license for specific content by deleting such content from the Services, or generally by closing your account, except (a) to the extent you (1) shared it with others as part of the Services and they copied, re-shared it or stored it, (2) we had already sublicensed others prior to your content removal or closing of your account, or (3) we are required by law to retain or share it with others, and (b) for the reasonable time it takes to remove from backup and other systems.
- 2. We will not include your content in advertisements for the products and services of third parties to others without your separate consent (including sponsored content). However, without compensation to you or others, ads may be served near your content and other information, and your social actions may be visible and included with ads, as noted in the Privacy Policy. If you use a Service feature, we may mention that with your name or photo to promote that feature within our Services, subject to your settings.
- 3. We will honor the audience choices for shared content (e.g., "Connections only"). For example, if you choose to share your post to "Anyone on or off LinkedIn" (or similar): (a) we may make it available off LinkedIn; (b) we may enable others to publicly share onto third-party services (e.g., a Member embedding your post on a third party service); and/or (c) we may enable search tools to make that public content findable though their services. Learn More
- 4. While we may edit and make format changes to your content (such as translating or transcribing it, modifying the size, layout or file type, and removing or adding labels or metadata), we will take steps to avoid materially modifying the meaning of your expression in content you share with others.
- Because you own your original content and we only have non-exclusive rights to it, you may choose to make it available to others, including under the terms of a Creative Commons license.



You and LinkedIn agree that if content includes personal data, it is subject to our Privacy Policy.

You and LinkedIn agree that we may access, store, process, and use any information (including content and/or personal data) that you provide in accordance with the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions or other feedback regarding our Services to LinkedIn, you agree that LinkedIn can use and



You promise to only provide content and other information that you have the right to share and that your LinkedIn profile will be truthful.

You agree to only provide content and other information that does not violate the law or anyone's rights (including intellectual property rights). You have choices about how much information to provide on your profile but also agree that the profile information you provide will be truthful. LinkedIn may be required by law to remove certain content and other information in certain countries.

### 3.2 Service Availability



We may change or limit the availability of some features, or end any Service.

We may change, suspend or discontinue any of our Services. We may also limit the availability of features, content and other information so that they are not available to all Visitors or Members (e.g., by country or by subscription access).

We don't promise to store or show (or keep showing) any information (including content) that you've shared. LinkedIn is not a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any content or other information that you or others provide, except to the extent required by applicable law and as noted in our Privacy Policy.

### 3.3 Other Content, Sites and Apps



Your use of others' content and information posted on our Services, is at your own risk.



Others may offer their own products and services through our Services, and we aren't responsible for those third-party activities.

Others' Content: By using the Services, you may encounter content or other information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive, or otherwise harmful. You agree that we are not responsible for content or other information made available through or within the Services by others, including Members. While we apply automated tools to review much of the content and other information presented in the Services, we cannot always prevent misuse of our Services, and you agree that we are not responsible for any such misuse. You also acknowledge the risk that others may share inaccurate or misleading information about you or your organization, and that you or your organization may be mistakenly associated with content about others, for example, when we let connections and followers know you or your organization were mentioned in the news. Members have choices about this feature.

Others' Products and Services: LinkedIn may help connect you to other Members (e.g., Members using Services Marketplace or our enterprise recruiting, jobs, sales, or marketing products) who offer you opportunities (on behalf of themselves, their organizations, or others) such as offers to become a candidate for employment or other work or offers to purchase products or services. You acknowledge that LinkedIn does not perform these offered services, employ those who perform these services, or provide these offered products.

You further acknowledge that LinkedIn does not supervise, direct, control, or monitor Members in the making of these offers, or in their providing you with work, delivering products or performing services, and you agree that (1) LinkedIn is not responsible for these offers, or performance or procurement of them, (2) LinkedIn does not endorse any particular Member's offers, and (3) LinkedIn is not an agent or employment agency on behalf of any Member offering employment or other work, products or services. With respect to employment or other work, LinkedIn does not make employment or hiring decisions on behalf of Members offering opportunities and does not have such authority from Members or organizations using our products.

For Services Marketplace, (a) you must be at least 18 years of age to procure, offer, or perform services, and (b) you represent and warrant that you have all the required licenses and will provide services consistent with the relevant industry standards and our Professional Community Policies.

Others' Events: Similarly, LinkedIn may help you register for and/or attend events organized by Members and connect with other Members who are attendees at such events. You agree that (1) LinkedIn is not responsible for the conduct of any of the Members or other attendees at such events, (2) LinkedIn does not endorse any particular event listed on our Services, (3) LinkedIn does not review and/or vet any of these events or speakers, and (4) you will adhere to the terms and conditions that apply to such events.

### 3.4 Limits



We have the right to limit how you connect and interact on our Services.

LinkedIn reserves the right to limit your use of the Services, including the number of your connections and your ability to contact other Members. LinkedIn reserves the right to restrict, suspend, or terminate your account if you breach this Contract or the law or are misusing the Services (e.g., violating any of the Dos and Don'ts or Professional Community Policies).

We can also remove any content or other information you shared if we believe it violates our Professional Community Policies or Dos and Don'ts or otherwise violates this Contract. Learn more about how we moderate content.

### 3.5 Intellectual Property Rights



We're providing you notice about our intellectual property rights.

LinkedIn reserves all of its intellectual property rights in the Services. Trademarks and logos used in connection with the Services are the trademarks of their respective owners. LinkedIn, and "in" logos and other LinkedIn trademarks, service marks, graphics and logos used for our Services are trademarks or registered trademarks of LinkedIn.

### 3.6 Recommendations and Automated Processing



We use data and other information about you to make and order relevant suggestions and to generate content for you and others.

Recommendations: We use the data and other information that you provide and that we have about Members and content on the Services to make recommendations for connections, content, ads, and features that may be useful to you. We use that data and other information to recommend and to present information to you in an order that may be more relevant for you. For example, that data and information may be used to recommend jobs to you and you to recruiters and to organize content in your feed in order to optimize your experience and use of the Services. Keeping your profile accurate and up to date helps us to make these recommendations more accurate and relevant. Learn More

Generative AI Features: By using the Services, you may interact with features we offer that automate content generation for you. The content that is generated might be inaccurate, incomplete, delayed, misleading or not suitable for your purposes. Please review and edit such content before sharing with others. Like all content you share on our Services, you are responsible for ensuring it complies with our Professional Community Policies, including not sharing misleading information.

The Services may include content automatically generated and shared using tools offered by LinkedIn or others off LinkedIn. Like all content and other information on our Services, regardless of whether it's labeled as created by "AI", be sure to carefully review before relying on it.

Key Terms ~

4. Disclaimer and Limit of Liability



This is our disclaimer of legal liability for the quality, safety, or reliability of our Services.

LINKEDIN AND ITS AFFILIATES MAKE NO REPRESENTATION OR WARRANTY ABOUT THE SERVICES, INCLUDING ANY REPRESENTATION THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND PROVIDE THE SERVICES (INCLUDING CONTENT AND INFORMATION) ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, LINKEDIN AND ITS AFFILIATES DISCLAIM ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, ACCURACY OF DATA, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### 4.2 Exclusion of Liability



These are the limits of legal liability we may have to you.

TO THE FULLEST EXTENT PERMITTED BY LAW (AND UNLESS LINKEDIN HAS ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT OVERRIDES THIS CONTRACT), LINKEDIN, INCLUDING ITS AFFILIATES, WILL NOT BE LIABLE IN CONNECTION WITH THIS CONTRACT FOR LOST PROFITS OR LOST BUSINESS OPPORTUNITIES, REPUTATION (E.G., OFFENSIVE OR DEFAMATORY STATEMENTS), LOSS OF DATA (E.G., DOWN TIME OR LOSS, USE OF, OR CHANGES TO, YOUR INFORMATION OR CONTENT) OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.

LINKEDIN AND ITS AFFILIATES WILL NOT BE LIABLE TO YOU IN CONNECTION WITH THIS CONTRACT FOR ANY AMOUNT THAT EXCEEDS (A) THE TOTAL FEES PAID OR PAYABLE BY YOU TO LINKEDIN FOR THE SERVICES DURING THE TERM OF THIS CONTRACT, IF ANY, OR (B) US \$1000.

### 4.3 Basis of the Bargain; Exclusions

The limitations of liability in this Section 4 are part of the basis of the bargain between you and LinkedIn and shall apply to all claims of liability (e.g., warranty, tort, negligence, contract and law) even if LinkedIn or its affiliates has been told of the possibility of any such damage, and even if these remedies fail their essential purpose.

THESE LIMITATIONS OF LIABILITY DO NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY OR FOR FRAUD, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, OR IN CASES OF NEGLIGENCE, WHERE A MATERIAL OBLIGATION HAS BEEN BREACHED. A MATERIAL OBLIGATION BEING AN OBLIGATION WHICH FORMS A PREREQUISITE TO OUR DELIVERY OF SERVICES AND ON WHICH YOU MAY REASONABLY RELY, BUT ONLY TO THE EXTENT THAT THE DAMAGES WERE DIRECTLY CAUSED BY THE BREACH AND WERE FORESEEABLE UPON CONCLUSION OF THIS CONTRACT AND TO THE EXTENT THAT THEY ARE TYPICAL IN THE CONTEXT OF THIS CONTRACT.

### 5. Termination



We can each end this Contract, but some rights and obligations survive.

Both you and LinkedIn may terminate this Contract at any time with notice to the other. On termination, you lose the right to access or use the Services. The following shall survive termination:

- · Our rights to use and disclose your feedback;
- Section 3 (subject to 3.1.1);
- · Sections 4, 6, 7, and 8.2 of this Contract; and
- · Any amounts owed by either party prior to termination remain owed after termination.

## 6. Governing Law and Dispute Resolution



In the unlikely event we end up in a legal dispute, depending on where you live, you and LinkedIn agree to resolve it in California courts using California law, Dublin, Ireland courts using Irish law, or as otherwise provided in this section.

If you live in the Designated Countries, the laws of Ireland govern all claims related to LinkedIn's provision of the Services, but this shall not deprive you of the mandatory consumer protections under the law of the country to which we direct your Services where you have habitual residence. With respect to jurisdiction, you and LinkedIn agree to choose the country to which we direct your Services where you have habitual residence for all disputes arising out of or relating to this User Agreement, or in the alternative, you may choose the responsible court in Ireland.

If you are a business user within the scope of Article 6(12) of the EU Digital Markets Act ("DMA") and have a dispute arising out of or in connection with Article 6(12) of the DMA, you may also utilize the alternative dispute resolution mechanism available in the Help Center.

For others outside of Designated Countries, including those who live outside of the United States: You and LinkedIn agree that the laws of the State of California, U.S.A., excluding its conflict of laws rules, shall exclusively govern any dispute relating to this Contract and/or the Services. You and LinkedIn both agree that all claims and disputes can be litigated only in the federal or state courts in Santa Clara County, California, USA, and you and LinkedIn each agree to personal jurisdiction in those courts.

### 7. General Terms



Here are some important details about the Contract.

If a court with authority over this Contract finds any part of it unenforceable, you and we agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and we agree to ask the court to remove that unenforceable part and still enforce the rest of this Contract.

This Contract (including additional terms that may be provided by us when you engage with a feature of the Services) is the only agreement between us regarding the Services and supersedes all prior agreements for the Services.

If we don't act to enforce a breach of this Contract, that does not mean that LinkedIn has waived its right to enforce this Contract. You may not assign or transfer this Contract (or your membership or use of Services) to anyone without our consent. However, you agree that LinkedIn may assign this Contract to its affiliates or a party that buys it without your consent. There are no third-party beneficiaries to this Contract.

You agree that the only way to provide us legal notice is at the addresses provided in Section 10.

### 8. LinkedIn "Dos and Don'ts"



otherwise explicitly permitted by LinkedIn in a separate writing (e.g., through a research agreement).

### 8.1. Dos

### You agree that you will:

- Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, antispam laws, export control laws, laws governing the content shared, and other applicable laws and regulatory requirements;
- 2. Provide accurate contact and identity information to us and keep it updated;
- 3. Use your real name on your profile; and
- 4. Use the Services in a professional manner.

### 8.2. Don'ts

#### You agree that you will not:

- Create a false identity on LinkedIn, misrepresent your identity, create a Member profile for anyone other than yourself (a real person), or use or attempt to use another's account (such as sharing log-in credentials or copying cookies);
- Develop, support or use software, devices, scripts, robots or any other means or processes (such as crawlers, browser plugins and add-ons or any other technology) to scrape or copy the Services, including profiles and other data from the Services;
- Override any security feature or bypass or circumvent any access controls or use limits of the Services (such as search results, profiles, or videos);
- Copy, use, display or distribute any information (including content) obtained from the Services, whether
  directly or through third parties (such as search tools or data aggregators or brokers), without the consent of
  the content owner (such as LinkedIn for content it owns);
- Disclose information that you do not have the consent to disclose (such as confidential information of others (including your employer);
- 6. Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets or other proprietary rights. For example, do not copy or distribute (except through the available sharing functionality) the posts or other content of others without their permission, which they may give by posting under a Creative Commons license;
- 7. Violate the intellectual property or other rights of LinkedIn, including, without limitation, (i) copying or distributing our learning videos or other materials, (ii) copying or distributing our technology, unless it is released under open source licenses; or (iii) using the word "LinkedIn" or our logos in any business name, email, or URL except as provided in the Brand Guidelines;
- 8. Post (or otherwise share) anything that contains software viruses, worms, or any other harmful code;
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source;
- Imply or state that you are affiliated with or endorsed by LinkedIn without our express consent (e.g., representing yourself as an accredited LinkedIn trainer);
- Rent, lease, loan, trade, sell/re-sell or otherwise monetize the Services or related data or access to the same, without LinkedIn's consent;

- Deep-link to our Services for any purpose other than to promote your profile or a Group on our Services, without LinkedIn's consent:
- Use bots or other unauthorized automated methods to access the Services, add or download contacts, send or redirect messages, create, comment on, like, share, or re-share posts, or otherwise drive inauthentic engagement;
- 14. Engage in "framing", "mirroring", or otherwise simulating the appearance or function of the Services;
- Overlay or otherwise modify the Services or their appearance (such as by inserting elements into the Services or removing, covering, or obscuring an advertisement included on the Services);
- Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, manipulating algorithms);
- 17. Violate the Professional Community Policies, certain third party terms where applicable, or any additional terms concerning a specific Service that are provided when you sign up for or start using such Service;
- 18. Use our Services to do anything that is unlawful, misleading, discriminatory, or fraudulent; and/or
- Misuse our reporting or appeals process, including by submitting duplicative, fraudulent or unfounded reports, complaints or appeals.

# 9. Complaints Regarding Content



Contact information for complaints about content provided by our Members.

We ask that you report content and other information that you believe violates your rights (including intellectual property rights), our Professional Community Policies or otherwise violates this Contract or the law. To the extent we can under law, we may remove or restrict access to content, features, services, or information, including if we believe that it's reasonably necessary to avoid harm to LinkedIn or others, violates the law or is reasonably necessary to prevent misuse of our Services. We reserve the right to take action against serious violations of this Contract, including by implementing account restrictions for significant violations.

We respect the intellectual property rights of others. We require that information shared by Members be accurate and not in violation of the intellectual property rights or other rights of third parties. We provide a policy and process for complaints concerning content shared, and/or trademarks used, by our Members.

### 10. How To Contact Us



Our Contact information. Our Help Center also provides information about our Services.

For general inquiries, you may contact us online. For legal notices or service of process, you may write us at these addresses.

# We want LinkedIn to reflect the best version of professional life

This is a community where we treat each other with respect and help each other succeed.



### Be safe

Only bring safe conversations to LinkedIn.

Learn more

### Be trustworthy

Use your true identity and share information that is real and authentic.

Learn more

### Be professional

We allow broad conversations about the world of work, but just keep it professional.

Learn more

### LinkedIn Professional Community Policies

Thank you for using LinkedIn, where the world's professionals come together to find jobs, stay informed, learn new skills, and build productive relationships. The content that you contribute should add to the LinkedIn community in a constructive manner. Additional information on what that means, is laid out below. You should also review our Publishing Platform Guidelines. Together we can make our community a place where everyone is able to learn, grow, and communicate, which, in turn, helps create economic opportunity for everyone.



### Tell us if you see abusive content

If you see something you believe may violate our policies, whether in profiles, posts, messages, comments, or anywhere else, please report it to us. Combined with our automated defenses, these reports help us identify and prevent abuse. Users can report content by clicking on the three dots icon in the upper right-hand corner of the content itself on Linkedln. Please use the reporting tools responsibly and only for their intended purposes. To learn more about how to report inappropriate content, behavior, or members, visit our Transparency Center.

In addition to LinkedIn's trained content reviewers, we use automated systems to identify potentially violative content. Violating content can be removed from LinkedIn. Learn more about our approach to content moderation, including our automated systems, here.



Violating our community policies can result in action against your account or content

These policies apply to all members. Depending on the severity of violation, we may limit the visibility of certain content, label it, or remove it entirely. Repeated or egregious offenses will result in account restriction. If you believe action taken on your content or your account was in error, you can submit an appeal.

Learn more about how we enforce violations of our Professional Community Policies.

### Be safe

Only bring safe conversations to LinkedIn.



Do not post harassing content: We don't allow bullying or harassment. This includes targeted personal attacks, intimidation, shaming, disparagement, and abusive language directed at other members. Do not reveal others' personal or sensitive information (for example, doxing), or incite others to do the same. You may not engage in trolling or other repetitive negative content that disrupts other members or conversations on the platform.

Learn more about our harassing and abusive content policies.

Do not threaten, incite, or promote violence: We don't allow threatening or inciting violence of any kind. We don't allow individuals or groups that engage in or promote violence, property damage, or organized criminal activity. You may not use LinkedIn to express support for such individuals or groups or to otherwise glorify violence.

Learn more about our violent and graphic content policies.

Do not share material depicting the exploitation of children: We have zero tolerance for content that depicts the sexual exploitation of children. Do not share, post, transmit, or solicit child exploitation material through or using our platform. Do not use LinkedIn in any way to facilitate, encourage, or engage in the abuse or exploitation of children. When we become aware of apparent child exploitation, we report it to the National Center for Missing and Exploited Children (NCMEC). Additionally, while we recognize that there may be instances where people share images of non-sexualized child nudity with good intentions, we generally remove these images due to the potential of misappropriation and abuse by others.

Do not promote, sell or attempt to purchase illegal or dangerous goods or services. We don't allow content that facilitates the purchase of illegal or dangerous goods and/or services, prostitution, and escort services. We don't allow content that promotes or distributes fake educational and/or professional certifications, sale of scraped data, proxy test-taking, or instructions on creating forged official documents. You may not use LinkedIn to hold lotteries, contests, sweepstakes, or giveaways. Do not use LinkedIn to sensationalize or capitalize on tragic events for commercial purposes.

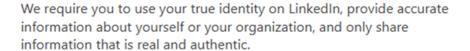
Learn more about our illegal and inappropriate commercial activity policy.

Do not share content promoting dangerous organizations or individuals. We don't allow any terrorist organizations or violent extremist groups on our platform. And we don't allow any individuals who

affiliate with such organizations or groups to have a LinkedIn profile. Content that depicts terrorist activity, that is intended to recruit for terrorist organizations, or that threatens, promotes, or supports terrorism in any manner is not tolerated.

Learn more about our dangerous organizations and individuals policy.

# Be Trustworthy





Do not share false or misleading content: Do not share content that is false, misleading, or intended to deceive. Do not share content to interfere with or improperly influence an election or other civic process. Do not share synthetic or manipulated media that depicts a person saying something they did not say or doing something they did not do without clearly disclosing the fake or altered nature of the material. Do not share content that directly contradicts guidance from leading global health organizations and public health authorities; including false information about the safety or efficacy of vaccines or medical treatments. Do not share content or endorse someone or something in exchange for personal benefit (including personal or family relationships, monetary payment, free products or services, or other value), unless you have included a clear and conspicuous notice of the personal benefit you receive and have otherwise complied with our Advertising Policies.

Learn more about our false or misleading content policy.

Do not create a fake profile or falsify information about yourself: We don't allow fake profiles or entities. Do not post misleading or deceptive information about yourself, your business, your qualifications, work experience, affiliations, or achievements. Do not use an image of someone else, or any other image that is not your likeness, for your profile photo. Do not associate yourself on LinkedIn with a business or organization that you are not actually professionally associated with. Do not use or attempt to use another person's LinkedIn account or create a member profile for anyone other than yourself. And do not share your LinkedIn account with anyone else.

Do not scam, defraud, deceive others. Do not use LinkedIn to facilitate romance scams, promote pyramid schemes, or otherwise defraud members. Do not share malicious software that puts our members, platform, or services at risk. Phishing attempts are not tolerated.

Learn more about our scams and fraud content policies.

# Be professional

LinkedIn's mission is to connect the world's professionals to make them more productive and successful. We allow broad conversations about the world of work, but require professional expression. To maintain a professional platform, members should treat each other with respect and civility. Do not interact with others or share content in a way that's uncivil, inappropriate or discessectful.



Do not be hateful. We don't allow content that attacks, denigrates, intimidates, dehumanizes, incites or threatens hatred, violence, prejudicial or discriminatory action against individuals or groups because of their actual or perceived race, ethnicity, national origin, caste, gender, gender identity, sexual orientation, religious affiliation, age, or disability status. Hate groups are not permitted on LinkedIn. Do not use racial, religious, or other slurs that incite or promote hatred, or any other content intended to create division. Do not post or share content that denies a well-documented historical event such as the Holocaust or slavery in the United States.

Learn more about our hateful and derogatory content policies.

Do not engage in sexual innuendos or unwanted advances. We don't allow unwanted expressions of attraction, desire, requests for romantic relationship, marriage proposals, sexual advances or innuendo, or lewd remarks. LinkedIn is a professional networking platform, not a dating site. Do not use LinkedIn to pursue romantic connections, ask for romantic dates, or provide sexual commentary on someone's appearance or perceived attractiveness. Do not send unwanted advances in messages, posts, or comments or send sexually explicit images to anyone on the platform.

Learn more about our sexual harassment and unwanted advances policy.

Do not share harmful or shocking material. We don't allow content that is excessively gruesome or shocking. This includes content that is sadistic or gratuitously graphic, such as the depiction of bodily injury, severe physical or sexual violence. We don't allow content, activities, or events that promote, organize, depict, or facilitate criminal activity. We also don't allow content depicting or promoting instructional weapon making, drug abuse, and threats of theft. Do not engage in or promote escort services, prostitution, exploitation of children, or human trafficking. Do not share content or activities that promote or encourage suicide or any type of self-injury, including self-mutilation and eating disorders. If you see signs that someone may be considering self-harm, please report it using our reporting tools and consider also reporting it to your local law enforcement authorities. Do not share material depicting nudity or sexual activity.

Learn more about our violent and graphic content policies and our nudity and adult content policies.

Do not spam members or the platform. We don't allow untargeted, irrelevant, obviously unwanted, unauthorized, in appropriately commercial or promotional, or gratuitously repetitive messages or similar content. Do not use our invitation feature to send promotional messages to people you don't know or to otherwise spam people. Please make the effort to create original, professional, relevant, and interesting content in order to gain engagement. Don't do things to artificially increase engagement with your content. Respond authentically to others' content and don't agree with others ahead of time to like or reshare each other's content.

Learn more about our spam content policies.



### How we enforce our Professional Community Policies

Last updated: 2 weeks ago

Violating our User Agreement and our Professional Community Policies can result in action against your account or content. Depending on the severity of the violation, we may limit the visibility of certain content, label it, or remove it entirely.

When we do this, we also generally send you a notice that your content violates our policies, how your content violates our policies, and the action we're taking. These notices are sent in line with relevant laws in the regions where we operate.

If you believe your content has been removed in error, you'll have the opportunity to submit an appeal.

Repeated violations may result in account restriction. We provide the opportunity to appeal an account restriction, and we may reinstate a restricted account if the member agrees to comply with these Professional Community Policies. Continued violations will result in permanent restriction from the LinkedIn platform.

For certain egregious violations of our Professional Community Policies (e.g., child sexual abuse material, terrorism, extremely violent content, egregious sexual harassment), we may permanently restrict your account after a single violation.

Content that would normally violate the letter of our policies may be allowed in cases where the content is being shared for awareness or to condemn. In these cases, we may label and obscure the content for members who may find this content sensitive or disturbing, or otherwise do not want to view it. However, we won't remove the content or penalize the author for posting it.

### Report inappropriate content, messages, or safety concerns

LinkedIn ▼

Last updated: 5 months ago

If you're concerned about inappropriate or unsafe content on LinkedIn, you can report the content directly on the site.

Please only report items that are inappropriate as defined in our Community Guidelines and User Agreement. A difference of opinion isn't an appropriate reason to flag something.

After reviewing reported items, we'll take them down if necessary. It's against our Privacy Policy to share the identity of someone who flags an item. We have limited ability to act on content appearing beyond our site unless it's in direct violation of our brand.

#### Related Tasks

- · Report Spam, inappropriate, and offensive content
- Report Inappropriate profile photos
- Report Inaccurate profiles
- Report Fake profiles
- Report Inappropriate groups
- Report Phishing or suspicious messages
- Report Safety concerns

#### Learn More

- · Follow, unfollow or mute a person on LinkedIn
- Misinformation and inauthentic behavior
- Learn more about the LinkedIn Professional Community Policies
- User Agreement
- Privacy Policy

# **Appendix B**

### **User Agreement**

### Effective on February 1, 2022 Effective on November 20, 2024

Our mission is to connect the world's professionals to allow them to be more productive and successful. Our services are designed to promote economic opportunity for our members by enabling you and millions of other professionals to meet, exchange ideas, learn, and find opportunities or employees, work, and make decisions in a network of trusted relationships.

### **Table of Contents:**

- 1. Introduction
- 2. Obligations
- 3. Rights and Limits
- 4. <u>Disclaimer and Limit of Liability</u>
- 5. <u>Termination</u>
- 6. Governing Law and Dispute Resolution
- 7. General Terms
- 8. LinkedIn "Dos and Don'ts"
- 9. Complaints Regarding Content
- 10. How To Contact Us
- 1. Introduction

#### 1.1 Contract

When you use our Services you agree to all of these terms. Your use of our Services is also subject to our Cookie Policy and our Privacy Policy, which covers how we collect, use, share, and store your personal information.

You agree that by clicking "Join Now", "Join-By creating a LinkedIn", "Sign Up" account or similar, registering, accessing or using our services Services (described below), you are agreeing to enter into a legally binding contract—with LinkedIn (even if you are using third party credentials or using our Services on behalf of a company). If you do not agree to this contract ("Contract" or "User Agreement"), do-not-click "Join Now" (or similar) and do not create an account or access or otherwise use any of our Services. If you wish to terminate this contract, Contract at any time, you can do so by closing your account and no longer accessing or using our Services.

#### **Services**

This Contract applies to LinkedIn.com, LinkedIn-branded apps, LinkedIn Learning\_and other LinkedIn-related sites, apps, communications, and other services that state that they are offered under this Contract ("Services"), including the offsite collection of data for those Services, such as <u>via</u> our ads and the "Apply with LinkedIn" and "Share with LinkedIn" plugins. Registered users of our Services are "Members" and unregistered users are "Visitors".

### LinkedIn

You are entering into this Contract with LinkedIn (also referred to as "we" and "us").

We use the term "Designated Countries" to refer to countries in the European Union (EU), European Economic Area (EEA), and Switzerland.

If you reside in the "Designated Countries", you are entering into this Contract with LinkedIn Ireland Unlimited Company ("LinkedIn Ireland") and LinkedIn Ireland will be the controller of your personal data provided to, or collected by or for, or processed in connection with our Services.

If you reside outside of the "Designated Countries", you are entering into this Contract with LinkedIn Corporation ("LinkedIn Corp.") and LinkedIn Corp. will be the controller of <u>(or business responsible for)</u> your personal data provided to, or collected by or for, or processed in connection with our Services.

As a Visitor or Member of our Services, the collection, use, and sharing of your personal data is subject to our Privacy Policy, our Cookie Policy and other documents referenced in our Privacy Policy, and updates. You acknowledge and have read our Privacy Policy.

### 1.2 Members and Visitors

This Contract applies to Members and Visitors.

As a Visitor or Member of our Services, the collection, use and sharing of your personal data is subject to this <u>Privacy Policy</u> (which includes our <u>Cookie Policy</u> and other documents referenced in this <u>Privacy Policy</u>) and updates.

#### **1.2 Members and Visitors**

When you register and join the LinkedIn Services, you become a <u>"Member."</u> If you have chosen not to register for our Services, you may access certain features as a "Visitor."

### 1.3 Change Changes

We may make changes to thethis Contract.

We may modify this Contract, our Privacy Policy and our Cookies Cookie Policy from time to time. If required by applicable law or we make material changes to itthis Contract, we will provide you notice through our Services, or by other means, to provide you the opportunity to review the changes before they become effective. We agree that changes cannot be retroactive. If you object to any changes, you may close your account these changes, you may close your account. Your continued use of our Services after we publish or send a notice about our changes to these terms means that you are consenting to the updated terms as of their effective date.

### 2. Obligations

### 2.1 Service Eligibility

Here are some promises that you make to us in this Contract:

You're eligible to enter into this Contract and you are at least our "Minimum Age."

The Services are not for use by anyone under the age of 16.

To use the Services, you agree that: (1) you must be the "Minimum Age" (described below) or older; (2) you will only have one LinkedIn account, which must be in your real name; and (3) you are not already restricted by

LinkedIn from using the Services. Creating an account with false information is a violation of our terms, including accounts registered on behalf of others or persons under the age of 16.

"Minimum Age" means 16 years old. However, if law requires that you must be older in order for LinkedIn to lawfully provide the Services to you without parental consent (including using of-your personal data) then the Minimum Age is such older age. Learn More

#### 2.2 Your Account

You will keep your password a secret

You will not share anyour account with anyone else and will follow our rulespolicies and the law.

Members are account holders. You agree to: (1) <u>protect against wrongful access to your account (e.g., use a strong password and keep it confidential;);</u> (2) not <u>share or transfer your account or any part of your account (e.g., it (e.g., sell or transfer the personal data of others by transferring your connections)); and (3) follow the law and, our list of Dos and Don'ts (below), and our <u>Professional Community Policies.</u>—Learn More You are responsible for anything that happens through your account unless you close it or report misuse.</u>

As between you and others (including your employer), your account belongs to you. However, if the Services were purchased by another party for you to use (e.g., Recruiter seat or LinkedIn Learning subscription bought by your employer), the party paying for such Service has the right to control access to and get reports on your use of such paid Service; however, they do not have rights to your personal account.

### 2.3 Payment

You'll honor your payment obligations and you are okay with us storing your payment information. You understand that there may be fees and taxes that are added to our prices.

Refunds are subject to our policy, and we may modify our prices prospectively.

If you buy any of our paid Services ("Premium Services"), you agree to pay us the applicable fees and taxes and you agree to the additional terms specific to the paid Services. Failure to pay these fees will result in the termination of your paid Services. Also, you agree that:

- Your purchase may be subject to foreign exchange fees or differences in prices based on location (e.g-,, exchange rates).
- We may store and continue billing your payment method (e.g., credit card), even after it has
  expired, to avoid interruptions in your <u>paid</u> Services and to use <u>it</u> to pay <u>for</u> other Services you
  may buy. You may update or change your payment method. Learn more
- If you purchase a subscription, your payment method automatically will be charged at the start of
  each subscription period for the fees and taxes applicable to that period. To avoid future charges,
  cancel before the renewal date. Learn how to <u>cancel or suspend</u> your <u>Premiumpaid subscription</u>
  Services.
- We may modify our prices effective prospectively upon reasonable notice to the extent allowed under the law.
- All of your purchases of paid Services are subject to LinkedIn's refund policy.

 We may calculate taxes payable by you based on the billing information that you provide us at the time of purchase.

You can get a copy of your invoice through your LinkedIn account settings under "Purchase History".

### 2.4 Notices and Messages

You're okay with us providing notices and messages to you through our websites, apps, and contact information. If your contact information is out of date, you may miss out on important notices.

You agree that we will provide notices and messages to you in the following ways: (1) within the <u>Service, Services</u> or (2) sent to the contact information you provided us (e.g., email, mobile number, physical address). You agree to keep your contact information up to date.

Please review your settings to control and limit messages you receive from us.

### 2.5 Sharing

When you share information on our Services, others can see, copy and use that information.

Our Services allow messaging and sharing of information (including content) in many ways, such as through your profile, posts, articles, group posts, links to news articles, job postings, messages, and InMails. Information and contentDepending on the feature and choices you make, information that you share or post may be seen by other Members, Visitors, or others (includingon or off of the Services). Where we have made settings available, we will honor the choices you make about who can see content or other information (e.g., message content to your addressees, sharing content only to LinkedIn connections, restricting your profile visibility from search enginestools, or opting not to notify others of your LinkedIn profile update). For job searching activities, we default to not notifying your connections network or the public. So, if you apply for a job through our ServiceServices or opt to signal that you are interested in a job, our default is to share it only with the job poster.

WeTo the extent that laws allow this, we are not obligated to publish any content or other information or content on our ServiceServices and can remove it with or without notice.

### Key terms

### 3. Rights and Limits

### 3.1. Your License to LinkedIn

You own all of the your original content, feedback and personal information that you provide to us, but you also grant us a non-exclusive license to it.

We'll honor the choices you make about who gets to see your information and content, including how it can be used for ads.

As between you and LinkedIn, you own the content and information-your original content that you submit or post to the Services, and you are only granting.

<u>You grant</u> LinkedIn and our <u>affiliates</u> the following non-exclusive license to the content and other information you provide (e.g., share, post, upload, and/or otherwise submit) to our Services:

A worldwide, transferable and sublicensable right to use, copy, modify, distribute, <u>publish publicly perform and display, host,</u> and process, <u>your content and other</u> information and content that you provide through our Services

and the services of others, without any further consent, notice and/or compensation to you or others. These rights are limited in the following ways:

- 1. You can end this license for specific content by deleting such content from the Services, or generally by closing your account, except (a) to the extent you (1) shared it with others as part of the ServiceServices and they copied, re-shared it or stored it, (2) we had already sublicensed others prior to your content removal or closing of your account, or (3) we are required by law to retain or share it with others, and (b) for the reasonable time it takes to remove from backup and other systems.
- 2. We will not include your content in advertisements for the products and services of third parties to others without your separate consent (including sponsored content). However, we have the right, without payment compensation to you or others, to serve ads may be served near your content and other information, and your social actions may be visible and included with ads, as noted in the Privacy Policy. If you use a Service feature, we may mention that with your name or photo to promote that feature within our Services, subject to your settings.
- 3. We will get your consent if we want to give others honor the right to publish your audience choices for shared content beyond the Services. However(e.g., "Connections only"). For example, if you choose to share your post as "public, everyone to "Anyone on or off LinkedIn" (or similar",): (a) we may make it available off LinkedIn; (b) we will may enable a feature that allows other Members to embed that public post others to publicly share onto third-party services, (e.g., a Member embedding your post on a third party service); and/or (c) we may enable search enginestools to make that public content findable though their services. Learn More
- 4. While we may edit and make format changes to your content (such as translating or transcribing it, modifying the size, layout or file type-or, and removing or adding labels or metadata), we will not modifytake steps to avoid materially modifying the meaning of your expression- in content you share with others.
- 5. Because you own your <u>original</u> content<del> and information</del> and we only have non-exclusive rights to it, you may choose to make it available to others, including under the terms of a <u>Creative Commons license</u>.

You and LinkedIn agree that if content includes personal data, it is subject to our Privacy Policy.

You and LinkedIn agree that we may access, store, process, and use any information (including content and/or personal data) that you provide in accordance with, the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions or other feedback regarding our Services to LinkedIn, you agree that LinkedIn can use and share (but does not have to) such feedback for any purpose without compensation to you.

You promise to only provide <u>content and other</u> information <del>and content that you have the right to share, and that your LinkedIn profile will be truthful.</del>

You agree to only provide content <u>orand other</u> information that does not violate the law <u>noror</u> anyone's rights (including intellectual property rights). <u>YouYou have choices about how much information to provide on your profile but</u> also agree that <u>yourthe</u> profile information <u>you provide</u> will be truthful. LinkedIn may be required by law to remove certain <u>information or</u> content and other information in certain countries.

#### 3.2 Service Availability

We may change or limit the availability of some features, or end any Service or modify our prices prospectively.

We may change, suspend or discontinue any of our Services. We may also modify our prices effective prospectively upon reasonable notice to the extent allowed under limit the law.availability of features, content and other information so that they are not available to all Visitors or Members (e.g., by country or by subscription access).

We don't promise to store or <a href="show (or keep showing">show (or keep showing)</a> any information <a href="and-including">and (including</a> content) that you've <a href="posted shared">posted shared</a>. LinkedIn is not a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any content or <a href="other-information">other</a> information that you or others provide, except to the extent required by applicable law and as noted in our Privacy Policy.

### 3.3 Other Content, Sites and Apps

Your use of others' content and information posted on our Services, is at your own risk.

Others may offer their own products and services through our Services, and we aren't responsible for those third-party activities.

Others' Content: By using the Services, you may encounter content or other information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive, or otherwise harmful. LinkedIn generally does not review content provided by our Members or others. You agree that we are not responsible for others' (content or other information made available through or within the Services by others, including other Members')Members. While we apply automated tools to review much of the content or other information. We presented in the Services, we cannot always prevent this misuse of our Services, and you agree that we are not responsible for any such misuse. You also acknowledge the risk that others may share inaccurate or misleading information about you or your organization, and that you or your organization may be mistakenly associated with content about others, for example, when we let connections and followers know you or your organization were mentioned in the news. Members have choices about this feature.

Others' Products and Services: LinkedIn may help connect you to other Members offering their services (career coaching, accounting, etc.) with (e.g., Members seeking services. LinkedIn does not perform nor employs individuals to perform these services. You must be at least 18 years of age to offer, perform using Services Marketplace or procure these services. our enterprise recruiting, jobs, sales, or marketing products) who offer you opportunities (on behalf of themselves, their organizations, or others) such as offers to become a candidate for employment or other work or offers to purchase products or services. You acknowledge that LinkedIn does not perform these offered services, employ those who perform these services, or provide these offered products.

You further acknowledge that LinkedIn does not supervise, direct, control, or monitor Members in the performance making of these offers, or in their providing you with work, delivering products or performing services, and you agree that (1) LinkedIn is not responsible for the offering, these offers, or performance or procurement of these services them, (2) LinkedIn does not endorse any particular Member's offered services offers, and (3) nothing shall create an employment, agency, or joint venture relationship between LinkedIn and is not an agent or employment agency on behalf of any Member offering employment or other work, products or services. With respect to employment or other work, LinkedIn does not make employment or hiring decisions on behalf of Members offering opportunities and does not have such authority from Members or organizations using our products.

For Services Marketplace, (a) you must be at least 18 years of age to procure, offer, or perform services. If you are a Member offering services, and (b) you represent and warrant that you have all the required licenses and will

provide services consistent with our <u>Professional Community Policies</u>the relevant industry standards and our Professional Community Policies.

Others' Events: Similarly, LinkedIn may help you register for and/or attend events organized by Members and connect with other Members who are attendees at such events. You agree that (1) LinkedIn is not responsible for the conduct of any of the Members or other attendees at such events, (2) LinkedIn does not endorse any particular event listed on our Services, (3) LinkedIn does not review and/or vet any of these events or speakers, and (4) that you will adhere to thesethe terms and conditions that apply to such events.

#### 3.4 Limits

We have the right to limit how you connect and interact on our Services.

LinkedIn reserves the right to limit your use of the Services, including the number of your connections and your ability to contact other Members. LinkedIn reserves the right to restrict, suspend, or terminate your account if you breach this Contract or the law or are misusing the Services (e.g., violating any of the Dos and Don'ts or Professional Community Policies).

We can also remove any content or other information you shared if we believe it violates our Professional Community Policies or Dos and Don'ts or otherwise violates this Contract. Learn more about how we moderate content.

### 3.5 Intellectual Property Rights

We're providing you notice about our intellectual property rights.

LinkedIn reserves all of its intellectual property rights in the Services. Trademarks and logos used in connection with the Services are the trademarks of their respective owners. LinkedIn, and "in" logos and other LinkedIn trademarks, service marks, graphics and logos used for our Services are trademarks or registered trademarks of LinkedIn.

### 3.6 Recommendations and Automated Processing

We use data and <u>other</u> information about you to make <u>and order</u> relevant suggestions <u>and</u> to <u>generate content for</u> you and others.

Recommendations: We use the <u>data and other</u> information <del>and data</del> that you provide and that we have about Members <u>and content on the Services</u> to make recommendations for connections, content, <u>ads</u>, and features that may be useful to you. <u>For example, we We use that data and other information about you to recommend and to present information to you in an order that may be more relevant for you. For example, that data and information <u>may be used</u> to recommend jobs to you and you to recruiters- <u>and to organize content in your feed in order to optimize your experience and use of the Services.</u> Keeping your profile accurate and up to date helps us to make these recommendations more accurate and relevant. <u>Learn More</u></u>

Generative AI Features: By using the Services, you may interact with features we offer that automate content generation for you. The content that is generated might be inaccurate, incomplete, delayed, misleading or not suitable for your purposes. Please review and edit such content before sharing with others. Like all content you share on our Services, you are responsible for ensuring it complies with our Professional Community Policies, including not sharing misleading information.

The Services may include content automatically generated and shared using tools offered by LinkedIn or others off LinkedIn. Like all content and other information on our Services, regardless of whether it's labeled as created by "AI", be sure to carefully review before relying on it.

**Key Terms** 

### 4. Disclaimer and Limit of Liability

#### 4.1 No Warranty

This is our disclaimer of legal liability for the quality, safety, or reliability of our Services.

LINKEDIN AND ITS AFFILIATES MAKE NO REPRESENTATION OR WARRANTY ABOUT THE SERVICES, INCLUDING ANY REPRESENTATION THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND PROVIDE THE SERVICES (INCLUDING CONTENT AND INFORMATION) ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, LINKEDIN AND ITS AFFILIATES DISCLAIM ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, ACCURACY OF DATA, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### 4.2 Exclusion of Liability

These are the limits of legal liability we may have to you.

TO THE FULLEST EXTENT PERMITTED BY LAW (AND UNLESS LINKEDIN HAS ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT OVERRIDES THIS CONTRACT), LINKEDIN, INCLUDING ITS AFFILIATES, WILL NOT BE LIABLE IN CONNECTION WITH THIS CONTRACT FOR LOST PROFITS OR LOST BUSINESS OPPORTUNITIES, REPUTATION (E.G., OFFENSIVE OR DEFAMATORY STATEMENTS), LOSS OF DATA (E.G., DOWN TIME OR LOSS, USE OF, OR CHANGES TO, YOUR INFORMATION OR CONTENT) OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.

LINKEDIN AND ITS AFFILIATES WILL NOT BE LIABLE TO YOU IN CONNECTION WITH THIS CONTRACT FOR ANY AMOUNT THAT EXCEEDS (A) THE TOTAL FEES PAID OR PAYABLE BY YOU TO LINKEDIN FOR THE SERVICES DURING THE TERM OF THIS CONTRACT, IF ANY, OR (B) US \$1000.

#### 4.3 Basis of the Bargain; Exclusions

The limitations of liability in this Section 4 are part of the basis of the bargain between you and LinkedIn and shall apply to all claims of liability (e.g., warranty, tort, negligence, contract and law) even if LinkedIn or its affiliates has been told of the possibility of any such damage, and even if these remedies fail their essential purpose.

These limitations of liability do not apply to liability for death or personal injury or for fraud, gross negligence or intentional misconduct, or in cases of negligence where a material obligation has been breached, a material obligation being such which forms a prerequisite to our delivery of services and on which you may reasonably rely, but only to the extent that the damages were directly caused by the breach and were foreseeable upon conclusion of this Contract and to the extent that they are typical in the context of this Contract.

THESE LIMITATIONS OF LIABILITY DO NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY OR FOR FRAUD, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, OR IN CASES OF NEGLIGENCE, WHERE A MATERIAL OBLIGATION HAS BEEN BREACHED. A MATERIAL OBLIGATION BEING AN OBLIGATION WHICH FORMS A PREREQUISITE TO OUR DELIVERY OF SERVICES AND ON WHICH YOU MAY REASONABLY RELY, BUT ONLY TO THE EXTENT THAT THE DAMAGES WERE DIRECTLY CAUSED BY THE BREACH AND WERE FORESEEABLE UPON

# CONCLUSION OF THIS CONTRACT AND TO THE EXTENT THAT THEY ARE TYPICAL IN THE CONTEXT OF THIS CONTRACT.

### 5. Termination

We can each end this Contract, but some rights and obligations survive.

Both you and LinkedIn may terminate this Contract at any time with notice to the other. On termination, you lose the right to access or use the Services. The following shall survive termination:

- Our rights to use and disclose your feedback;
- Members and/or Visitors' rights to further re-share content and information you shared through the Services;
- Section 3 (subject to 3.1.1);
- Sections 4, 6, 7, and 8.2 of this Contract; and
- Any amounts owed by either party prior to termination remain owed after termination.

You can visit our Help Center to learn about how to close your account-

### 6. Governing Law and Dispute Resolution

In the unlikely event we end up in a legal dispute, depending on where you live, you and LinkedIn agree to resolve it in California courts using California law, Dublin, Ireland courts using Irish law, or in your local courts using local lawas otherwise provided in this section.

If you live in the Designated Countries, the laws of Ireland govern all claims related to LinkedIn's provision of the Services, but this shall not deprive you of the mandatory consumer protections under the law of the country to which we direct your Services where you have habitual residence. With respect to jurisdiction, you and LinkedIn agree to choose the courts of the country to which we direct your Services where you have habitual residence for all disputes arising out of or relating to this User Agreement, or in the alternative, you may choose the responsible court in Ireland.

If you are a business user within the scope of Article 6(12) of the EU Digital Markets Act ("DMA") and have a dispute arising out of or in connection with Article 6(12) of the DMA, you may also utilize the alternative dispute resolution mechanism available in the Help Center.

For others outside of Designated Countries, including those who live outside of the United States: You and LinkedIn agree that the laws of the State of California, U.S.A., excluding its conflict of laws rules, shall exclusively govern any dispute relating to this Contract and/or the Services. You and LinkedIn both agree that all claims and disputes can be litigated only in the federal or state courts in Santa Clara County, California, USA, and you and LinkedIn each agree to personal jurisdiction in those courts.

### 7. General Terms

Here are some important details about the Contract.

If a court with authority over this Contract finds any part of it unenforceable, you and we agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and we agree to ask the court to remove that unenforceable part and still enforce the rest of this Contract.

This Contract (including additional terms that may be provided by us when you engage with a feature of the Services) is the only agreement between us regarding the Services and supersedes all prior agreements for the Services.

If we don't act to enforce a breach of this Contract, that does not mean that LinkedIn has waived its right to enforce this Contract. You may not assign or transfer this Contract (or your membership or use of Services) to anyone without our consent. However, you agree that LinkedIn may assign this Contract to its affiliates or a party that buys it without your consent. There are no third-party beneficiaries to this Contract.

You agree that the only way to provide us legal notice is at the addresses provided in Section 10.

### 8. LinkedIn "Dos and Don'ts"

LinkedIn is a community of professionals. This list of "Dos and Don'ts" along with our <u>Professional Community Policies</u> limits what you can and cannot do on our Services-, <u>unless otherwise explicitly permitted by LinkedIn in a separate writing (e.g., through a research agreement).</u>

#### 8.1. Dos

### You agree that you will:

- 1. Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, laws governing the content shared, and other applicable laws and regulatory requirements;
- 2. Provide accurate contact and identity information to us and keep it updated;
- 3. Use your real name on your profile; and
- 4. Use the Services in a professional manner.

#### 8.2. Don'ts

### You agree that you will not:

- 1. Create a false identity on LinkedIn, misrepresent your identity, create a Member profile for anyone other than yourself (a real person), or use or attempt to use another's account; (such as sharing log-in credentials or copying cookies);
- 2. Develop, support or use software, devices, scripts, robots or any other means or processes (includingsuch as crawlers, browser plugins and add-ons or any other technology) to scrape or copy the Services or otherwise copy including profiles and other data from the Services;
- 3. Override any security feature or bypass or circumvent any access controls or use limits of the Services (such as caps on keyword searchessearch results, profiles, or profile viewsvideos);
- 4. Copy, use, <u>disclosedisplay</u> or distribute any information <u>(including content)</u> obtained from the Services, whether directly or through third parties (such as search <u>engines</u>tools or <u>data aggregators or brokers</u>), without the consent of <u>the content owner (such as LinkedIn; for content it owns);</u>
- 5. Disclose information that you do not have the consent to disclose (such as confidential information of others (including your employer));

- 6. Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets or other proprietary rights. For example, do not copy or distribute (except through the available sharing functionality) the posts or other content of others without their permission, which they may give by posting under a Creative Commons license;
- 7. Violate the intellectual property or other rights of LinkedIn, including, without limitation, (i) copying or distributing our learning videos or other materials—or\_ (ii) copying or distributing our technology, unless it is released under open source licenses; or (iii) using the word "LinkedIn" or our logos in any business name, email, or URL except as provided in the Brand Guidelines;
- 8. Post (or otherwise share) anything that contains software viruses, worms, or any other harmful code;
- 9. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source;
- 10. Imply or state that you are affiliated with or endorsed by LinkedIn without our express consent (e.g., representing yourself as an accredited LinkedIn trainer);
- 11. Rent, lease, loan, trade, sell/re-sell or otherwise monetize the Services or related data or access to the same, without LinkedIn's consent;
- 12. Deep-link to our Services for any purpose other than to promote your profile or a Group on our Services, without LinkedIn's consent;
- 13. Use bots or other <u>unauthorized</u> automated methods to access the Services, add or download contacts, send or redirect messages; Monitor the Services' availability, performance, create, comment on, like, share, or functionality for any competitive purpose re-share posts, or otherwise drive inauthentic engagement;
- 14. Engage in "framing", "mirroring," or otherwise simulating the appearance or function of the Services;
- 15. Overlay or otherwise modify the Services or their appearance (such as by inserting elements into the Services or removing, covering, or obscuring an advertisement included on the Services);
- 16. Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gamingmanipulating algorithms); and/or
- 17. Violate the <u>Professional Community Policies</u>-Violate the <u>Professional Community Policies</u>, certain third party <u>terms where applicable</u>, or any additional terms concerning a specific Service that are provided when you sign up for or start using such Service, and the <u>Bing Maps terms</u> where applicable.
- 18. Use our Services to do anything that is unlawful, misleading, discriminatory, or fraudulent; and/or
- 19. <u>Misuse our reporting or appeals process, including by submitting duplicative, fraudulent or unfounded reports, complaints or appeals.</u>

### 9. Complaints Regarding Content

Contact information for complaints about content provided by our Members.

We ask that you report content and other information that you believe violates your rights (including intellectual property rights), our Professional Community Policies or otherwise violates this Contract or the law. To the extent we can under law, we may remove or restrict access to content, features, services, or information, including if we

believe that it's reasonably necessary to avoid harm to LinkedIn or others, violates the law or is reasonably necessary to prevent misuse of our Services. We reserve the right to take action against serious violations of this Contract, including by implementing account restrictions for significant violations.

We respect the intellectual property rights of others. We require that information postedshared by Members be accurate and not in violation of the intellectual property rights or other rights of third parties. We provide a policy and process for complaints concerning content postedshared, and/or trademarks used, by our Members.

### 10. How To Contact Us

Our Contact information. Our Help Center also provides information about our Services.

For general inquiries, you may contact us <u>online</u>. For legal notices or service of process, you may write us at these <u>addresses</u>.