

AI APPLY ADDENDUM

This AI Apply Addendum (“**Addendum**”) supplements the Kombo Global Data Processing Agreement (“**DPA**”) and Master Service Agreement (“**Agreement**”) both between Kombo Technologies GmbH/Kombo Technologies LLC (“**Kombo**”) and Customer. This Addendum governs the processing of personal data in connection with Customer’s use of Kombo’s AI Apply feature. Capitalized terms not defined herein have the meanings given to them in the DPA or the Agreement.

This Addendum applies only if Customer elects to activate and use the AI Apply feature. If Customer does not use AI Apply, this Addendum does not apply.

1. DEFINITIONS

1.1 “AI Apply” means Kombo’s product feature that enables job boards and talent acquisition platforms to submit applications to public job posting URLs without requiring a direct integration with the employer’s Applicant Tracking System (ATS). AI Apply uses AI agents to parse job posting URLs, extract application form structures, and submit completed applications to the original career site on behalf of the candidate.

1.2 “AI Model Provider” means the third-party provider(s) of artificial intelligence models used to power AI Apply, currently OpenAI, LLC (“**OpenAI**”) and Google. Kombo will notify Customer in writing prior to engaging any additional or replacement AI Model Provider.

2. SCOPE OF PROCESSING

2.1 Activation. Customer’s activation of AI Apply constitutes a documented instruction under the DPA to engage the applicable AI Model Provider(s) as Subprocessor(s) for the processing of Covered Personal Information.

2.2 Purpose of Processing. The AI Model Provider processes Covered Personal Information solely for the following purposes:

- (a) Parsing job posting URLs to extract application form structures (questions, answer options, conditional logic);
- (b) Converting extracted form data into a standardized API format;
- (c) Submitting completed applications to the original career site on behalf of the candidate; and
- (d) Handling complexities of enterprise career sites (geo-blocking, bot detection, account creation requirements, two-factor authentication, attribution tracking).

2.3 Categories of Data. Covered Personal Information processed through AI Apply may include: candidate name, email address, phone number, address, resume/CV content, work history, education, skills, and any other information required by the employer’s application form.

2.4 Processing Location. Covered Personal Information processed by the AI Model Provider will be processed in the United States. No alternative processing location is currently available for AI Model Provider processing. Customer’s activation of AI Apply constitutes Customer’s informed consent to such US-based processing.

3. AI MODEL PROVIDER AS SUBPROCESSOR

3.1 Subprocessor Status. The AI Model Provider is engaged as a Subprocessor under the DPA. The Subprocessor provisions of Section 4 of the DPA apply to the AI Model Provider.

3.2 Data Processing Restrictions. Kombo will provide the Services in connection with the AI Model Provider to:

- (a) Process Covered Personal Information only for the purposes of providing the AI Apply feature;
- (b) Not use Covered Personal Information for training, improving, or developing AI models;
- (c) Not retain Covered Personal Information beyond what is necessary to process the specific request;
- (d) Implement appropriate technical and organizational security measures; and
- (e) Comply with applicable data protection laws.

3.3 No Model Training. For the avoidance of doubt, the AI Model Provider is contractually prohibited from using any Covered Personal Information processed through AI Apply to train, retrain, fine-tune, or otherwise improve any AI or machine learning models.

4. AI TECHNOLOGY DISCLAIMER

THE TOOL INCORPORATES ARTIFICIAL INTELLIGENCE AND MACHINE LEARNING TECHNOLOGIES TO SUPPORT AUTOMATED APPLICATION SUBMISSION FLOWS. WHILE THESE TECHNOLOGIES ARE DESIGNED TO ASSIST IN APPLICATION PROCESSING, CUSTOMER ACKNOWLEDGES THAT AI AND MACHINE LEARNING MODELS HAVE INHERENT LIMITATIONS AND MAY PRODUCE UNEXPECTED, INACCURATE, INCOMPLETE, OR INCONSISTENT RESULTS.

AI APPLY OUTPUTS ARE PROVIDED SOLELY AS DECISION SUPPORT TOOLS AND DO NOT CONSTITUTE LEGAL, HR, FINANCIAL, OR REGULATORY ADVICE. CUSTOMER SHALL NOT RELY ON AI-GENERATED OUTPUTS AS THE SOLE BASIS FOR DECISIONS THAT HAVE MATERIAL LEGAL, FINANCIAL, EMPLOYMENT, OR REGULATORY CONSEQUENCES WITHOUT APPROPRIATE HUMAN REVIEW.

CUSTOMER RETAINS FULL CONTROL OVER WHICH APPLICATIONS ARE SUBMITTED THROUGH AI APPLY AND IS SOLELY RESPONSIBLE FOR VERIFYING THE ACCURACY AND COMPLETENESS OF APPLICATION DATA BEFORE SUBMISSION. KOMBO DISCLAIMS LIABILITY FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON AI APPLY OUTPUTS, INCLUDING BUT NOT LIMITED TO INACCURATE FORM PARSING, FAILED SUBMISSIONS, OR MISATTRIBUTED APPLICATIONS.

5. CUSTOMER OBLIGATIONS

5.1 Notice and Consent. Customer is responsible for providing appropriate notice to candidates and end users that their personal information may be processed by AI technologies, including third-party AI Model Providers, in connection with AI Apply. Customer must ensure it has a lawful basis for such processing under applicable Privacy Laws.

5.2 Accuracy and Review. Customer is responsible for reviewing and verifying the accuracy of application data processed through AI Apply before submission. Kombo does not guarantee the accuracy, completeness, or correctness of AI-generated outputs.

5.3 Regulatory Compliance. Customer is solely responsible for ensuring its use of AI Apply complies with all applicable laws and regulations, including data protection laws, employment laws, anti-discrimination laws, and any sector-specific regulations applicable to Customer's business.

Without limiting the foregoing, Customer acknowledges that it is responsible for implementing appropriate human oversight, validation, and bias monitoring procedures as required by applicable regulations, including any requirements under the EU AI Act, fair lending laws, or other AI governance frameworks applicable to Customer's industry or jurisdiction.

5.4 Opt-Out. Customer may elect not to use AI Apply at any time. If Customer deactivates AI Apply, no further Covered Personal Information will be routed to AI Model Providers in connection with AI Apply.

6. SECURITY AND INCIDENT RESPONSE

6.1 Security Measures. Kombo implements appropriate technical and organizational measures to protect Covered Personal Information transmitted to and from the AI Model Provider, including encryption in transit and at rest, access controls, and monitoring.

6.2 Incident Notification. In the event of a Security Incident involving Covered Personal Information processed by the AI Model Provider, the notification and response obligations set forth in Section 7 of the DPA apply.

7. LIMITATION OF LIABILITY

7.1 The liability limitations and disclaimers set forth in the Agreement and the DPA apply to this Addendum. Kombo's aggregate liability under this Addendum is included within, and not in addition to, the liability cap in the Agreement.

7.2 Kombo shall not be liable for any damages arising from: (a) inaccurate, incomplete, or failed application submissions processed through AI Apply; (b) actions or omissions of the AI Model Provider; (c) changes to third-party career site structures or policies that affect AI Apply functionality; or (d) Customer's failure to comply with its obligations under this Addendum.

8. GENERAL PROVISIONS

8.1 Precedence. In the event of a conflict between this Addendum and the DPA, this Addendum prevails with respect to the processing of Covered Personal Information through AI Apply. All other provisions of the DPA remain in full force and effect.

8.2 Term. This Addendum remains in effect for so long as Customer uses AI Apply and terminates automatically when Customer deactivates AI Apply or upon termination of the Agreement, whichever occurs first.

8.3 Amendments. Kombo may update this Addendum to reflect changes to AI Model Providers, processing practices, or applicable laws by providing thirty (30) days' prior written notice to Customer. Material changes require Customer's affirmative acceptance.