

CodePro Staffing, LLC

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TERMS OF SERVICE

PROSPECTIVE CANDIDATES

Terms of Service for CodePro Staffing, LLC

Effective Date: June 12, 2025

1. Introduction and Acceptance of Terms

Welcome to CodePro Staffing, LLC ("CodePro," "we," "us," or "our"). We are a Delaware Limited Liability Company specializing in building and maintaining a prospect pool of highly skilled software, cloud, and CRM developers for remote, independent contractor roles.

These Terms of Service ("Terms") govern your submission of professional information to us. By providing your information (such as your resume, portfolio, and contact details), you acknowledge that you have read, understood, and agree to be bound by these Terms and our separate **Privacy Policy**. If you do not agree, please do not submit your information.

2. Our Services to Candidates

Our service is designed to connect talented independent technology professionals with international enterprises seeking contract-based talent. Our services to you are provided at no cost and include:

- **Inclusion in Our Prospect Pool:** We will add your professional information to our confidential database of qualified candidates.
- **Opportunity Matching:** We review your profile against specific, remote contract roles required by our clients.
- **Facilitated introductions:** When your skills and experience appear to be a strong match for a client's needs, we will contact you to assess your interest, availability, and specific qualifications before presenting your profile to the client.

3. No Guarantee of Placement

You acknowledge and agree that your submission of information to CodePro does not constitute a promise or guarantee of placement, contract offers, or employment. Inclusion in our prospect pool is not an offer of engagement, and we are under no obligation to present you with contracting opportunities. The decision to select a candidate rests solely with our clients. Our role is to facilitate an introduction; the outcome is not guaranteed.

4. Your Responsibilities as a Candidate

By submitting your information, you represent and warrant that:

- All information you provide to us is true, accurate, current, and complete.
- You will promptly update us with any changes to your information to maintain its accuracy.
- You possess the legal right to work as an independent contractor.
- You are not subject to any pre-existing agreements or restrictive covenants that would prevent you from entering into a new contract with one of our clients.

5. The Independent Contractor Relationship

It is critical that you understand your potential working relationship. If you are selected by a client for a role, your relationship will be that of an **independent contractor**.

This means you are **not** an employee of CodePro Staffing or our client. As an independent contractor, you are solely responsible for:

- Your own tax obligations, including income, self-employment, and other applicable taxes.
- Providing your own tools, equipment, and place of work.
- Securing your own benefits, such as health insurance, retirement plans, or paid time off.

CodePro's role is strictly limited to that of a third-party facilitator connecting independent professionals with interested clients. We are not a party to any contract you may sign with a client.

6. International Placements and Compliance

CodePro Staffing works with international enterprises. Should you be considered for a role with a client outside of your home country, you acknowledge that:

- You may be required to complete additional documentation for tax and compliance purposes (e.g., a Form W-8BEN for non-U.S. persons contracting with U.S. clients).
- You are responsible for complying with all applicable laws and regulations in your country of residence and the client's location.

7. Information Use, Confidentiality, and Privacy

You retain ownership of the intellectual property in your professional information. By submitting it, you grant CodePro a limited, royalty-free license to use, review, and share your information for the sole purpose of providing our staffing services as described in these Terms.

Your information is treated as confidential. We will only share your profile with a specific client for a relevant opportunity. Our comprehensive data handling practices are detailed in our **Privacy Policy**, which is an integral part of these Terms.

By submitting your information, you consent to being contacted by CodePro via email, phone, or other methods you provide regarding potential opportunities and administrative matters.

8. Disclaimers, Liability, and Indemnification

- **Disclaimer of Warranty:** CodePro provides its services on an "as is" and "as available" basis. We make no warranties, express or implied, regarding the services, including any guarantee that our services will result in a contract offer.
- **Limitation of Liability:** To the fullest extent permitted by law, CodePro Staffing shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, resulting from your use of our services.
- **Indemnification:** You agree to indemnify and hold harmless CodePro Staffing and its affiliates from any claims, liabilities, or expenses (including legal fees) arising from your violation of these Terms or your provision of inaccurate information.

9. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles. Any legal action or proceeding arising from these Terms shall be brought exclusively in the federal or state courts located in the State of Delaware.

10. General Provisions

- **Termination:** You may request the removal of your information from our prospect pool at any time by contacting us. We also reserve the right to remove information from our database at our discretion.
- **Modifications:** We may revise these Terms occasionally. We will provide notice of material changes, and your continued use of our services after such changes constitutes your acceptance of the new Terms.
- **Entire Agreement:** These Terms, together with our Privacy Policy, represent the entire agreement between you and CodePro Staffing regarding this subject matter.

11. Contact Information

For any questions about these Terms of Service, please contact us at:

support@codeprostaffing.com