

## **GLOBAL PRIVACY POLICY FOR CRUITBAY**

YOUR privacy is important to us and maintaining YOUR trust is our priority. Cruitbay ("Cruitbay," "We," "Our," or "US"), respects YOUR privacy and is committed to protecting it through our compliance with this Global Privacy Policy.

This Global Privacy Policy describes the types of information we may collect from or about YOU or that YOU may provide when YOU visit our websites or use our services, or are directed from third-party websites, and our practices for collecting, using, maintaining, protecting, and disclosing that information.

This Global Privacy Policy applies to data we collect through the following mechanisms, which are collectively referred to as the "Services":

- On the Cruitbay Website or through a Cruitbay mobile application.
- Through email, SMS, chat or other online communications between YOU and Cruitbay.

Capitalized terms that are not defined in this Global Privacy Policy have the meaning given to them in our Terms and Agreements or in any other contractual document between YOU and us.

**Questions/Contact Us.** If YOU have any questions about which Website or specific Privacy Policy applies to YOU, or any other questions relating to data protection, please contact us via email or telephone as noted in the Contact Us section.

## **1. DATA WE COLLECT ABOUT YOU**

### **A. Personal Data**

As permitted by applicable law in the jurisdiction from which YOU access our Website and use our Services, we may collect, use, store and transfer different kinds of Personal Data about YOU. We have grouped these into the following categories of Personal Data:

- "**Identity Data**" such as first name, maiden name, last name, resume/CV, Social Media profile, Username or similar identifier.
- "**Contact Data**" such as physical address, email address, social media address, telephone number, and any other contact information YOU provide to us.
- "**Financial Data**" such as payment card details. However, please note that payment methods (e.g., credit card number and/or bank account details) are not collected by us directly, but by secure payment service providers (Authorize .net / Chase WePay) and are subject to and controlled by the privacy policies such service providers may have in place.
- "**Transaction Data**" such as details about payments to and from YOU, and details regarding the services that YOU have subscribed to or purchased through the Cruitbay Website.

- “**Technical Data**” such as Device IDs, YOUR login data, access dates and times, browser type and version, device information, cookie data, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices YOU use to access the Website.
- “**Profile Data**” such as YOUR username and password, orders made by YOU, preferences, USER-generated content, job searches, candidate searches, job applications, feedback and survey responses.
- “**Usage Data**” such as information about how YOU use our Website, products and services.
- “**Marketing and Communications Data**” such as YOUR preferences in receiving marketing from us and our third-parties and YOUR communication preferences.

## **B. Non-Personal Data**

We also collect, use and share **Aggregated Data** such as statistical or demographic data for any purpose. Aggregated Data may be derived from YOUR Personal Data but is not considered Personal Data since it does **not** directly or indirectly reveal YOUR identity. For example, we may aggregate YOUR Usage Data to calculate the percentage of USERS accessing a specific website feature such as with Likes or Dislikes or trending topics of interest.

## **C. If YOU Fail to Provide Personal Data Where Such Data is Required to Provide Services to YOU**

Where we need to collect Personal Data by law, or under the terms of a contract we have with YOU, or a prospective contract, and YOU fail to provide that Personal Data when requested, we may not be able to perform the contract we have or are trying to enter into with YOU (for example, to provide YOU with our services). If so, we may, in our sole discretion, have to cancel the service YOU have with us (or have requested from us), and YOU accept that as a condition of service.

## **D. Data That YOU Should Not Provide to Us**

Cruitbay does not require any **Special Categories of Personal Data** about YOU in order for YOU to utilize the Cruitbay Website. If YOU are submitting YOUR resume to our database or sharing YOUR resume with a prospective employer directly using a feature on the Cruitbay Website, please carefully consider the information that is contained within YOUR resume and ensure that YOU are not providing any sensitive or other information that is not necessary for YOUR job application or job search.

# **4. HOW DATA IS COLLECTED**

We use different methods to collect Personal Data from and about YOU including, for example:

## **A. Direct Interaction with Us**

YOU may give us YOUR Identity Data, Contact Data, Financial Data, Profile Data, and other information by filling in forms or by corresponding with us by post, phone, e-mail or otherwise. This includes Personal Data YOU provide when YOU:

- sign-up for an account
- sign-up for a paid subscription
- create an account on our Website
- request information to be sent to YOU
- submit YOUR resume/CV to our resume database
- give us feedback
- contact our customer service department
- sign up for email or SMS job alerts
- authorize Cruitbay to connect YOUR account to the account of a "**Connected Site**" (e.g., Google, LinkedIn, Monster, Facebook or Twitter), we may be able to access information YOU have provided to the Connected Site, such as profile information, content information, timeline feeds, contact and follow lists, network statistics, and/or updates regarding YOUR Connected Site account

#### **B. Automated Technologies or Interactions**

As YOU interact with our Website, we may automatically collect Technical Data and Usage Data about YOUR equipment, browsing actions and patterns. We collect this Personal Data and Non-Personal Data by using cookies, server logs and other similar technologies. We may also receive Technical Data and Usage Data about YOU if YOU visit other websites employing our cookies and other Tracking Technologies (defined below). For more information regarding our use of Tracking Technologies, please refer to "Cookies and Similar Technologies" below.

#### **C. Third Parties**

We may receive Personal Data in the form of Technical Data and Usage Data about YOU from various third-parties such as analytics providers or advertising networks.

#### **D. Cruitbay as a Service Provider (Data Processor)**

In certain instances, our clients hire Cruitbay to provide services on behalf of the client. In such case, we process Personal Data under the direction of that client (the data controller) and have no direct relationship with the individuals (data subjects) whose Personal Data we process.

Where Cruitbay processes YOUR Personal Data in the capacity of a service provider (data processor), and YOU seek access, or want to correct, amend, or delete YOUR Personal Data, or have other request, we will provide YOU with the data controller's contact information, so YOU can contact them directly.

## 5. HOW WE USE YOUR DATA

### **A. Use of Non-Personal Data**

Where permitted by applicable law, YOU consent that we may use YOUR Non-Personal Data for any purpose not prohibited by applicable law or inconsistent with this Privacy Policy or any written representation we have made to YOU at the point and time of the data collection.

### **B. Use of Personal Data**

We will only use YOUR Personal Data to provide services directly to YOU (in our capacity as a data controller) and/or to provide services to YOU on behalf of our clients (in our capacity as a service provider/data processor), except as otherwise described in this Privacy Policy or with YOUR consent.

Below, we have described (i) in what context YOUR Personal Data is collected, *i.e.*, what activity YOU are involved in when we collect or use YOUR Personal Data; (ii) the types of Personal Data that we hold about YOU; (iii) how and why we use YOUR Personal Data; and (iv) the reasons we hold and use YOUR Personal Data. We will amend this as required or as We, in our sole discretion, deem necessary. The below sections further provide YOU with an explanation of some of the terms we commonly use:

(a) **'USER Experience'** means our goals in conducting and managing our business, to give YOU a satisfactory USER experience in accordance with industry standards when using our Website, products, and Services.

(b) **'Performance of Contract'** means processing YOUR Personal Data where it is necessary for the performance of a contract to which YOU are a party or to take steps at YOUR request before entering into such a contract.

(c) **'Comply with a legal or regulatory obligation'** means processing YOUR Personal Data where it is necessary for compliance with a legal or regulatory obligation to which we are subject.

(d) **'Consent'** means that YOU consent to our use of YOUR Personal Data for one or more specific purposes. Where we rely on YOUR consent to use YOUR Personal Data, YOU have the right to withdraw that consent at any time. However, this will not affect the lawfulness of any processing carried out before YOU withdraw YOUR consent. If YOU withdraw YOUR consent, we may not be able to provide certain products or services to YOU. We will advise YOU if this is the case at the time YOU withdraw YOUR consent.

## 6. WHO WE SHARE YOUR DATA WITH

We require all third parties to respect the security of YOUR Personal Data and to treat it in accordance with the law. When you register or make purchases with Cruitbay in regards to one of our Services, or click-through our advertisements offered on third party websites or applications, we may share Personal Information with the businesses with which we partner to offer you the applicable products, services, or any advertisements. When you elect to

engage in a particular merchant's offer or program, you authorize us to provide your electronic mail address and other information to that merchant.

## **A. Personal Data**

We may share Personal Data with the following parties:

### **External Third-Parties**

- Service providers that we use to support our business and/or help provide our services to YOU, including, but not limited to, third-parties that host our Website, assist us to verify YOUR identity, perform website and platform maintenance, risk assessments, and security, perform data and web analytics, provide databases, IT services, customer service, payment platforms and credit card processing, communication services, and email services.
- Professional advisers, such as lawyers, bankers, auditors and insurers who provide consultancy, banking, legal, insurance, financial, auditing, and accounting services to us so we can operate our business.
- Taxing authorities, such as the Internal Revenue Service and other authorities acting as processors based in the United States, the United Kingdom, and other applicable countries, who require reporting of processing activities in certain circumstances.
- Fraud prevention and identity verification services where we believe that disclosure is necessary or appropriate to protect the rights, property, or safety of Cruitbay, our customers or others. This includes exchanging information with third-parties for the purposes of fraud detection and prevention and credit risk reduction.
- In connection with or during negotiations of any proposed or actual financing, merger, purchase, assignment, sale, sale or transfer of some or all of our assets or stock, joint venture, or any other type of financing, acquisition, or all or any portion of our assets, or transfer of all or a portion of our business to another company, including without limitation in the event of a divestiture, restructuring, reorganization, dissolution or other event, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding. In the event of a merger, divestiture, restructuring, reorganization, or other sale or transfer of some or all of our assets or stock, Personal Data that we hold about our clients and USERS of our services will be one of the assets that will be transferred.
- Third parties, where YOU have expressly consented to the disclosure of YOUR Personal Data.
- Law enforcement agencies, courts, supervisory authorities, regulatory bodies and certain other third-parties, to the extent that we are permitted or required to do so by law, or in order to comply with our legal and regulatory obligations, or in the interests of national security, or to respond to verified requests relating to a civil or criminal investigation or alleged or suspected illegal or unlawful activity.
- To enforce our Terms of Use and other agreements with You, to respond to, and defend ourselves against, claims asserted against us, to protect the rights, property, or

safety of Cruithub, our services, customers or others, or to investigate, prevent, or take action regarding suspected or actual illegal activities or for debt collection.

- If YOU are a job seeker, we will share YOUR Personal Data as follows:
  - We will share YOUR Personal Data with the prospective employer and/or their agent(s) , including but not limited to, any external Applicant Tracking System or any other external systems used by the direct employer to manage the hiring of employees or other categories of workers.
  - If YOU have opted-in to our Resume Database (where such feature is available), we will share YOUR Personal Data with prospective employers and/or their agents or representatives that are permitted to have access to the Resume Database. YOU can opt-out of YOUR information being available in our Resume Database at any time by updating this preference on the Profile tab of YOUR Job Seeker account. However, if an entity has already accessed YOUR Personal Data through the Resume Database or via the search results, and copied, disseminated or otherwise saved YOUR information prior to YOU opting-out, that entity will continue to have access to the information that was previously saved.
- Please Note: Please ensure that the profile information and resume associated with YOUR account is up-to-date, so that the employer receives YOUR most recent resume. YOU can delete or replace YOUR resume by going to the 'Profile' settings in YOUR account. If YOU would like to change the resume YOU can update it under YOUR profile accordingly.
- Upon YOUR authorization, the Services may also post information directly to the timeline of YOUR Connected Site Account.
- From time to time, we may run contests, special offers, or other events or activities ("*Events*") on our Services together with a third-party partner. If YOU provide information to such third parties, YOU give them permission to use it for the purpose of that Event and any other use that YOU approve. We cannot control third parties' use of YOUR information. If YOU do not want YOUR information to be collected by or shared with a third party, YOU can choose not to participate in these Events.
- For any other purpose disclosed by us when YOU provide the information or with YOUR consent.

## **B. Non-Personal Data**

Where permitted by applicable law, we may share YOUR Non-Personal Data for any purpose not prohibited by applicable law or inconsistent with this Privacy Policy or any written representation we have made to YOU at the point and time of the data collection.

## 7. WHERE YOUR DATA IS TRANSFERED

Cruitbay is headquartered in the United States of America (USA). The information that YOU provide or that we collect as a result of YOUR interaction with the Website and/or YOUR use of our Services is transferred to the USA. YOUR personal data may be disclosed in response to inquiries or requests from governmental or regulatory authorities in the countries in which we and/or our service providers operate.

## 8. HOW LONG YOUR DATA WILL BE KEPT

Different retention periods apply for different types of Personal Data and in determining the appropriate retention period, we consider several criteria, including, but not limited to, the purpose for which we hold YOUR Personal Data, our legal, accounting, reporting and/or regulatory obligations in relation to that Personal Data, (e.g., financial or tax reporting obligations), whether our relationship with YOU is ongoing (e.g., where YOU use more than one of our products and/or services), any specific request YOU may have made in relation to the deletion of YOUR Personal Data, or where we have a legitimate interest in relation to the management of our own rights (e.g., the defense of any claims). In some circumstances, in our discretion and in accordance with applicable law, we may anonymize YOUR Personal Data so that it can no longer be associated with YOU, in which case we may use such information without further notice to YOU.

Once YOU no longer have a relationship with us, we will retain or securely delete or destroy YOUR Personal Data subject to the foregoing and in accordance with applicable laws and regulations and will abide by the retention time periods established by applicable law. If YOU request to receive no further contact from us, we will keep some basic information about YOU on our suppression list in order to avoid sending YOU unwanted materials in the future.

## 9. YOUR DATA SUBJECT ACCESS RIGHTS

We respect YOUR privacy rights and provide YOU with reasonable access and rights to the Personal Data that YOU may have provided through YOUR use of the Services, in accordance with applicable law.

### A. Data Subject Rights

Depending on applicable law, YOU may have the following rights with respect to YOUR Personal Data:

YOUR RIGHTS	WHAT CAN YOU REQUEST
Right to <b>Information</b>	The right to know what Personal Data we hold about YOU and how we use it.
Right of <b>Access</b>	The right to be provided with a copy of YOUR Personal Data (subject to certain restrictions).

Right of <b>Rectification</b>	The right to require us to correct any incomplete or inaccurate Personal Data we hold about YOU, though we may need to verify the accuracy of the new data YOU provide to us. If YOU have a USER account with us, YOU also have the option of correcting YOUR information directly in YOUR account.
Right to <b>withdraw consent at any time</b>	YOU have the right to withdraw YOUR consent at any time where we are relying on consent to process YOUR Personal Data. However, this will not affect the lawfulness of any processing carried out before YOU withdraw YOUR consent. If YOU withdraw YOUR consent, we may not be able to provide certain products or services to YOU. We will advise YOU if this is the case at the time YOU withdraw YOUR consent.

**For residents located in Nevada:** Nevada residents who wish to exercise their sale opt-out rights under Nevada Revised Statutes Chapter 603A may submit a request to this designated address: [info@cruitbay.com](mailto:info@cruitbay.com). However, please know Cruitchay does not currently sell data triggering the opt-out requirements under Nevada Revised Statutes Chapter 603A.

**For data subjects located in Canada:** If YOU are not satisfied with how we have handled YOUR matter, YOU may wish to contact the [Office of the Privacy Commissioner of Canada \(OPC\)](#).

**For data subjects located in Australia:** We comply with the Australian Privacy Principles (“**APPs**”), which regulate how we collect, use, disclose, store, correct and protect YOUR Personal Data. If YOU are not satisfied with how we have handled YOUR matter, YOU may wish to contact the [Office of the Australian Information Commissioner](#).

**For data subjects located in New Zealand:** If YOU are not satisfied with how we have handled YOUR matter, YOU may wish to contact the [Office of the Privacy Commissioner of New Zealand](#).

### **No Fee Usually Required**

YOU will not usually be required to pay a fee to access YOUR Personal Data (or to exercise any of the other rights). However, we may charge a reasonable fee if YOUR request is, in our sole discretion in accordance, with reasonable industry standards, clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with YOUR request in these circumstances and, in such case, we will notify YOU within a reasonable timeframe regarding our reasons for refusing to act on YOUR request.

### **What We May Need from YOU**

Once we receive YOUR Data Subject Request, we may need to request specific information from YOU to help us confirm YOUR identity and ensure YOUR right to access YOUR Personal Data (or to exercise any of YOUR other rights). This is a security measure to ensure that Personal Data is not disclosed to any person who has no right to receive it.

If we are not clear as to what YOU are requesting, we may also need to contact YOU for clarification so we can more fully respond to YOUR request.

If we cannot locate any records about YOU, we may also ask YOU for additional information to assist us in locating records, if they exist.



## **Time Limit to Respond**

We try to respond to all legitimate requests within the quickest timeframe as possible. Occasionally it may take us longer if YOUR request is particularly complex or YOU have made a number of requests. In this case, we will notify YOU as to the reason for the delay.

## **B. Deleting YOUR Account**

If YOU would like to delete YOUR account, YOU may log in to YOUR Account Setting on the Website and click "Delete Account" or YOU can send an email to [info@cruitbay.com](mailto:info@cruitbay.com) asking for YOUR account to be deleted. If YOU close or delete YOUR account, we may still retain certain information for analytical purposes and recordkeeping integrity as permitted by applicable law and for the time period require by applicable law, or longer in our sole discretion, as well as to prevent fraud, resolve disputes, enforce our Terms of Use or other policies, take actions we deem necessary due to technical and legal requirements, and as dictated by constraints related to the security, integrity and operation of our Services.

## **10. CALIFORNIA PRIVACY RIGHTS**

California residents have the right to request certain information regarding our disclosure of personal information (as defined by the California Shine the Light Act, as may be amended) to third parties for their direct marketing purposes unless we provide them with an ability to exercise choice regarding such disclosures. We comply with this law by providing California residents with the ability to opt-out of, or prospectively withdraw their consent, if they have previously opted-in to, the disclosure of personal information to third parties for their direct marketing purposes. If YOU are a California resident, to receive confirmation of how we comply with this law, or to make a request or to opt out at any time, please contact us at [info@cruitbay.com](mailto:info@cruitbay.com) or mail us at the address provided in Section 20 below. Any request must include "*California Privacy Rights Request*" in the first line of the description and must include the requestor's name, street address, city, state, and ZIP code.

## **11. MARKETING**

We may use YOUR Personal Data to send You information about the services provided by Cruitbay; provided, however that we will obtain consent to do so where required by applicable law. YOU may unsubscribe from our marketing e-mails by clicking "Unsubscribe" in any promotional e-mail communications we send YOU. As permitted by applicable law, YOU cannot opt-out of non-marketing, services-related notices.

## **12. COOKIES AND TRACKING TECHNOLOGIES**

Cruitbay and third parties may use cookies or similar tracking technologies (e.g., pixels, beacons, scripts, etc.) ("Tracking Technologies") to analyze trends, administer the Website, track USERS' movements around the Website, and to gather demographic information about our USER base as a whole. YOU can control the use of cookies at the individual browser level, but if YOU choose to disable cookies, it may limit YOUR use of certain features or functions on our website or service.

If YOU are accessing the Website from a location outside the EEA or U.K., YOU understand that we apply U.S. law and the U.S. advertising industry self-regulatory program to Tracking Technologies associated with the Website.

We partner with a third party to either display advertising on our websites or to manage our advertising on other sites. Our third-party partner may use cookies or similar technologies in order to provide YOU advertising based upon YOUR browsing activities and interests. Please note that YOU will continue to receive generic ads.

We use mobile analytics software to allow us to better understand the functionality of our Mobile Software on YOUR phone. This software may record information such as how often YOU use the application, the events that occur within the application, aggregated usage, performance data and the website from which the application was downloaded.

To the extent permitted by applicable law, we may send YOU push notifications from time-to-time in order to update YOU about any events or promotions that we may be running. If YOU no longer wish to receive these types of communications, YOU may turn them off at the device level. To ensure YOU receive proper notifications, we will need to collect certain information about YOUR device such as operating system and USER identification information.

## **13. DATA SECURITY**

We use appropriate technical and organizational measures to protect Personal Data we process about YOU.

However, no transmission of information via the Internet or wireless network can be guaranteed to be 100% secure and by agreeing to the Terms and Conditions and this Privacy Policy YOU hereby expressly assume the risk of such by using our Website and Services As a result, while we strive to protect YOUR Personal Data, YOU acknowledge that there are security and privacy limitations of the Internet which are beyond our control and accordingly, the security, integrity and privacy of data exchanged between YOU and us through the Website cannot be guaranteed.

We have put in place procedures in accordance with reasonable industry standards to deal with any suspected Personal Data breach and will notify YOU and any applicable regulator of a breach where we are legally required to do so.

The safety and security of YOUR Personal Data also depends on YOU. Where we have given YOU (or where YOU have chosen) a password for access to certain parts of our Website, YOU are responsible for keeping this password confidential. We ask YOU not to share YOUR login or account credentials with anyone and keep YOUR account information secure. We urge YOU to be careful about giving out information in public areas of the Website like message boards, where information will be available to other USERS of the Website. If YOU believe that YOUR access credentials or Personal Data have been compromised, please contact us immediately.

## **14. LINKS TO THIRD-PARTY WEBSITES AND SOCIAL MEDIA FEATURES**

Our Website may from time to time, contain links to third-party services such as websites, locations, platforms, applications or services operated by third parties. If YOU follow a link to or otherwise access any of these third-party services, these third-party services may use their own cookies, web beacons, and other Tracking Technology to independently collect information about YOU and may solicit Personal Data from YOU. Please note that these third-party services have their own privacy policies and we do not accept any responsibility or liability, nor do We make any claims or representations, for the sufficiency or insufficiency of these parties' policies or practices. Please check these policies before YOU share any Personal Data with these third-party services.

We may offer YOU the opportunity to use YOUR social media login when interacting with our Website. If YOU do so, please be aware that YOU may be sharing YOUR profile information with us. The Personal Data that is shared will depend on YOUR social media platform settings. Please visit the relevant social media platform and review its privacy policy to understand how YOUR Personal Data is shared and used in this context.

Social media features may also collect YOUR IP address, which page YOU are visiting on our Website, and may set a cookie or other Tracking Technologies to enable the applicable social media feature to function properly. YOUR interactions with these features are governed by the privacy policy of the company providing such features.

The Website may include tools provided by us or third-party services that enable YOU to send a message to another person. If YOU use any such tools, please ensure that You only send messages to persons to whom YOU have permission to send messages. Absent the recipient's consent, we will only use their Personal Data that YOU provide us to facilitate such messages.

## **15. PUBLIC FORUMS**

YOU should be aware that when YOU voluntarily disclose any Personal Data in a public forum on the Website, this information, along with any information disclosed in YOUR communication, can be collected and used by third parties and may result in unsolicited messages from third parties. Such activities are beyond our control and this Privacy Policy does not apply to such information. YOU accept that YOU, and not Cruitbay, are responsible for providing such information in any public forum. Any submissions to public areas on the Website are accepted by YOU with the understanding that such forums are accessible to all third parties. If YOU do not want YOUR comments or any content to be viewed by third parties, YOU are advised not to make any submissions. Please be careful and responsible whenever YOU're online.

## **16. INVITATION SERVICE**

If YOU choose to use our invitation service to invite a friend to our Services, we provide YOU with a link to copy and paste to share with YOUR friends, or spread the word on LinkedIn, Facebook or Twitter. We provide YOU with a unique link ID so that YOU earn credit for each friend that joins the site by following YOUR link. YOUR friend may contact us to request that we remove this information from our database at [info@cruitbay.com](mailto:info@cruitbay.com).

If YOU wish to invite a friend, we will ask YOU for that person's email address and automatically send an email invitation. Cruithub stores this information to send this email, to register YOUR friend if YOUR invitation is accepted, and to track the success of our invitation service. YOUR friend may contact us to request that we remove this information from our database at [info@cruithub.com](mailto:info@cruithub.com)

## 17. QUESTIONS OR COMPLAINTS

If YOU have a complaint, or if YOU have any questions or requests regarding YOUR Personal Data, please email us at [info@cruithub.com](mailto:info@cruithub.com), and specify the country in which YOU are located and the website to which YOUR request relates. We welcome the opportunity to help YOU with any concern or questions YOU have about the use of our services.

## 18. CHANGES TO THIS PRIVACY POLICY

We reserve the right to change this Privacy Policy at any time at our sole discretion and in accordance with applicable law. If we propose to make any material changes, we will notify YOU by posting a notice on the Website or by issuing an email to the email address listed by registered USERS prior to the changes becoming effective. YOU acknowledge that it is YOUR responsibility to maintain a valid email address as a registered USER, and to review the Website and this Privacy Policy periodically in order to be aware of any modifications. If YOU object to any changes to the revised Privacy Policy, YOU can stop using our services and close YOUR account with us in accordance with the Cruithub Terms and Conditions. However, if YOU continue to use our services (including the Website) after we publish a new or updated Privacy Policy, YOU acknowledge that such continued use means that the treatment of YOUR Personal Data will be subject to the new or updated Privacy Policy.

## 19. MINORS AND CHILDREN

Our Services and the Websites are not intended for use by persons under the age of 18 years. Patriot Nation is not directed, does not knowingly collect, or solicit Personal Data from anyone under the age of 13 in accordance with the COPPA Act as made amended or knowingly allow such persons to register to use our Website. In the event that we learn that we have collected Personal Data of a child under the age of 13, we will delete that data to the extent required by applicable law as quickly as possible. If YOU believe that we might have any Personal Data from or about a child under 13, please contact us at [info@cruithub.com](mailto:info@cruithub.com).

## 20. INDEMNIFICATION AND HOLD HARMLESS

THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (this “**Agreement**”) is made between CRUITBAY, a New Jersey corporation and each of its subsidiaries affiliates, successors, assignees, and each of and their respective officers, directors, employees, and agents (colletviely taken together referred to as the “**Company**” or **Indemnitee**), and the CRUITBAY USER (“**Indemnitor**”).

NOW, THEREFORE, in consideration of the foregoing and certain other good and valuable consideration, the receipt of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Indemnification. Effective as of the original date of Indemnitee's beginning Service, the Indemnitor shall indemnify Indemnitee, and hold Indemnitee harmless if the Indemnitee is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, regulatory, arbitrative or investigative, and in any appeal in such action, suit or proceeding, and in any inquiry or investigation that could lead to such an action, suit or proceeding, against any and all liabilities, obligations (whether known or unknown, or due or to become due or otherwise), claims, damages, judgments, fines, fees, penalties, interest obligations, deficiencies, other actual losses (for example, verifiable lost income related to time spent defending such claim or action) and reasonable expenses (including, without limitation amounts paid in settlement, interest, court costs, costs of investigators, reasonable fees and expenses of attorneys, accountants, financial advisors, consultants and other experts) incurred or suffered by Indemnitee in connection with such action, suit or proceeding arising out of or pertaining to any actual or alleged action or omission which arises out of or relates to this Agreement and/or fact that Indemnitee is or was using the Company's Services and Website, (each such liability, obligation, claims, damages, judgment, fine, fee, penalty, interest obligation, deficiency, other actual losses, and reasonable expenses being referred to herein as a "**Loss**," and collectively, as "**Losses**"). Any Loss incurred by Indemnitor shall be paid by the Indemnitor on a regular monthly basis. **This indemnity applies even if the Indemnitee caused the Loss through his, her or its negligence, strict liability or other fault; however, if any Losses for which Indemnitor received payment from the Indemnitor under this Agreement are determined by final judicial decision from which there is no further right to appeal, to have been caused by Indemnitee under circumstances with respect to which indemnification is not permitted by applicable law or this Agreement (any such Loss, a "Non-Indemnification Loss"), Indemnitor shall repay to the Indemnitor such Losses paid by or on behalf of Indemnitor hereunder.** The indemnification rights provided hereby to Indemnitee shall continue and survive termination of this Agreement. .

2. Notice and Coverage Prior to Notice. Indemnitee shall give notice (the "**Notice**") to the Indemnitor within ten (10) days after actual receipt of service or summons related to any action begun in respect of which indemnity may be sought hereunder or actual notice of assertion of a claim with respect to which he seeks indemnification; provided, however, that the Indemnitee's failure to give such notice to the Indemnitor within such time shall not relieve the Indemnitor from any of its obligations under Section 1 of this Section except to the extent the Company has been materially prejudiced by Indemnitee's failure to give such notice within such time period. Upon receipt of the Notice, the Indemnitor shall assume the defense of such action, whereupon the Indemnitee shall not be liable for any reasonable fees or expenses of counsel for Indemnitee or Indemnitor nor any other Losses incurred thereafter with respect to the matters set forth in the Notice and the Indemnitor shall reimburse the Indemnitee for all reasonable expenses related to the action or claim incurred by the Indemnitee prior to the Indemnitee giving of the Notice and thereafter.

3. Non-Exclusivity. The rights of Indemnitee hereunder shall be in addition to any rights that Indemnitee may have under this Agreement, applicable law or otherwise and shall survive any termination, resignation, death or other dismissal of Indemnitee and the termination or expiration of this Agreement

4. Enforceability. The indemnifications contained in this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns (including any direct or indirect successor by purchase, merger, consolidation, liquidation or otherwise to all or substantially all of the business and/or assets of the Company), spouses, heirs and personal and legal representatives.

5. Binding Obligation. If the Indemnification Provisions in this Section and Agreement or any portion thereof shall be found to be invalid on any ground by any court of competent jurisdiction, then the Indemnitor shall nevertheless indemnify and hold harmless Indemnitee, as to costs, charges and expenses (including court costs and attorneys' fees), claims, damages, judgments, fines, penalties and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative, and in any appeal in such action, suit or proceeding, and in any inquiry or investigation that could lead to such an action, suit or proceeding, to the fullest extent permitted by any applicable portion of this Agreement that shall not have been invalidated and to the fullest extent permitted by applicable law.

6. Governing Law; Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey, without regard to the principles of conflicts of laws. The parties agree that any litigation directly or indirectly relating to this Agreement must be brought before and determined by a court of competent jurisdiction within Monmouth County, New Jersey, and the parties hereby agree to waive any rights to object to, and hereby agree to submit to, the jurisdiction of such courts.

7. Right to Sue; Attorneys' Fees and Costs. If a claim by Indemnitee for payment of Losses hereunder is not paid in full by the Indemnitor within forty-five (45) days after a written claim has been delivered to the Company, Indemnitee may at any time thereafter bring suit against the Indemnitor to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, Indemnitee shall be entitled to be paid also the reasonable costs and expenses of prosecuting such suit including reasonable attorney's fees. In any suit brought by Indemnitee to enforce any right hereunder (including, without limitation, the right to indemnification), parties agree, acknowledge and stipulate that the burden of proving that Indemnitee is not entitled to such right shall be borne by the Indemnitor.

8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of each party to this Agreement.

9. Amendment. This Agreement may be amended, modified or supplemented only by a written instrument executed by each of the parties hereto.

10. Consent to Terms. By consenting to this Agreement and utilizing the Services and Website you agree to the provisions herein.