

# 1. USE OF THE SERVICES

Welcome to the websites and online services of Cruitbay. This Global Terms of Use Agreement (this “**Agreement**”) is a legal contract between Cruitbay and YOURself (referenced herein with “**YOU**” or with “**YOUR**”), which governs YOUR use of and/or access to our Services (defined below).

This Agreement applies to all persons and entities who visit, use or access any of the Services (“**USERS**”). By accessing or using the Services, YOU signify that YOU have read, understood and agree to be bound by the terms and conditions of this Agreement, whether or not YOU are a REGISTERED USER, partner, or customer of the Services. If YOU are accepting on behalf of YOUR employer or another entity, YOU represent and warrant that YOU have full legal authority to enter into this Agreement on behalf of such employer or other entity and are able to bind such employer or other entity to the terms and conditions of this Agreement. This Agreement incorporates the Cruitbay Privacy Policy and any other Specific Terms of Service (defined below) as applicable.

We reserve the right to amend this Agreement (including the Privacy Policy and any Specific Terms of Service) at any time by notifying YOU as provided in this Agreement. YOUR continued use of the Services after any such change constitutes YOUR acceptance of the revised Terms of Use. If YOU do not agree to any of these terms of this Agreement, YOU are not permitted to use or access (or continue to access), the Services.

Certain features of the Services may also have their own specific terms and conditions that YOU agree to when YOU sign up for that particular product, function, or service (“**Specific Terms of Service**”).

By using the Services, YOU acknowledge that we do not have control over the quality, accuracy, completeness, veracity or legality of content provided by third parties. In addition, YOU acknowledge that we do not have control over the integrity, responsibility or actions of Job Seekers or Companies. By accessing, viewing, or using the content, material, products, or services available on or through the Cruitbay Website and Mobile App, YOU certify that YOU have read, understand, and agree to be legally bound by these Terms, which include an arbitration agreement, as well as our Privacy Policy, each of which is incorporated by reference as if fully set forth herein. Cruitbay is offered and available to USERS who are 18 years of age or older. By using Cruitbay, purchasing products on or through Cruitbay, or registering for an account on Cruitbay, YOU represent and warrant that YOU are of legal age to and have the requisite capacity and authority to form a binding contract with us. If YOU do not meet these requirements, YOU must not access or use Cruitbay, purchase any products offered on or through Cruitbay, or register for an account on Cruitbay. YOU understand and agree that YOUR use of the Cruitbay or any content, material, products or services made available on or through Cruitbay (collectively, the “Products” or “Services”) signifies that YOU fully accept and agree to these Terms.

## **A. Eligibility**

YOU must be at least eighteen (18) years of age or the age of majority in the jurisdiction in which YOU reside to use the Services, so that YOU can form a binding contract with Cruitbay. If YOU are under the age of eighteen (18) or the age of majority, and YOU are permitted to work in the jurisdiction in which YOU reside, YOU represent that a parent or legal guardian has reviewed and

agrees to this Agreement on YOUR behalf. YOU may not use the Services if YOUR use of the Services has been previously terminated or suspended by Cruithub, unless we have provided YOU with specific written authorization to re-use the Services.

**For residents of Canada:** The Services are not offered in the province of Quebec, or in respect of the hiring, employment, or offer of employment, of any employee in the province of Quebec. For further clarity, the provision of the Services and any employment or other relationship of a USER of the Services shall not be governed by Quebec law. Pour les résidents canadiens: les Services ne sont pas offerts dans la province de Québec, incluant en ce qui concerne le recrutement, l'emploi ou l'offre d'emploi de tout employé dans la province de Québec. Pour plus de précisions, la prestation des Services, et toute relation d'emploi ou autre relation d'un utilisateur des Services ne seront pas régies par les lois québécoises.

By using the Services, YOU expressly acknowledge, agree and request that this document, and all related documents, be expressed in the English language. En utilisant les Services, vous reconnaissez, acceptez et exigez expressément que la présente entente, ainsi que tous les documents qui s'y rattachent, soient rédigés en langue anglaise.

### **B. Contact with YOU by Telephone or SMS**

When using specific Services, YOU hereby consent to be contacted by telephone, email, push notifications, and including by SMS, with YOUR regular service rates applying and being charged to YOU. By granting such consent, YOU authorize Cruithub to contact YOU by telephone at the number(s) YOU have provided, and acknowledge that Cruithub may do so using an automatic telephone dialing system or an artificial or prerecorded voice (to the extent permitted by the laws of the jurisdiction where YOU reside).

YOU may revoke consent to be contacted by telephone by emailing [unsubscribe@Cruitbay.com](mailto:unsubscribe@Cruitbay.com) and including the wording "Revocation of Telephone Consent" in the subject line. To stop receiving SMS messages from Cruithub, YOU may reply "STOP" to any SMS message YOU receive. Consent to being contacted by telephone is not required as a condition of using the Services or of purchasing any other property, goods, or services from Cruithub.

YOU agree that we may, but are not obligated to, monitor or record any of YOUR telephone conversations with us for quality control purposes, for training our employees and for our own protection. YOU acknowledge that not all telephone lines or calls are recorded by us and that we do not guarantee that recordings of any particular telephone calls will be retained or are capable of being retrieved.

### **C. Contact with YOU by Email**

By providing Cruithub YOUR email address, YOU consent to our using the email address to send YOU Service-related and other non-commercial notices, including any notices required by law, in lieu of communication by postal mail. We may also use YOUR email address to send YOU other messages, such as changes to features of the Service and special offers (to the extent permitted by the laws of the jurisdiction where YOU reside). If YOU have consented to receive email job alerts or marketing communications from us, we will send YOU such communications until YOU opt-out. If YOU do not want to receive job alert emails and/or marketing communications from us, YOU may opt-out or change YOUR preferences in YOUR Account page or by following the opt-out and/or unsubscribe instructions in the email message, or by requesting to be opted-out by emailing: [unsubscribe@Cruitbay.com](mailto:unsubscribe@Cruitbay.com). Please note that opting out may prevent YOU from receiving email messages regarding updates, improvements, or offers.

Please note, that while YOU can opt-out of marketing messages and email job alerts, YOU cannot opt-out of service-related communications, including those related to security, legal notices, YOUR account, YOUR use of our Services, billing, and other transactional purposes unless YOU deactivate YOUR account and stop using our Services.

#### **D. USER Accounts**

The information in this section applies to all USER accounts. If YOU sign up and/or create an account with Cruitbay (in accordance with Section 7C or Section 8 below), YOU may control YOUR profile information and how YOU interact with the Services by changing the settings on YOUR Settings page. When creating YOUR account or uploading information to the Services through YOUR account, YOU represent and warrant that YOU will provide accurate and complete information. YOU are solely responsible for the activity that occurs under YOUR account. YOU are expected to use "strong" passwords (passwords that use a combination of upper and lowercase letters, numbers and symbols) with YOUR account.

YOU must exercise caution when accessing YOUR account from a public or shared computer so that others are not able to view or record YOUR password or other personal information. YOU understand and agree that YOUR account is personal to YOU and YOU agree not to provide any other person with access to the Services using YOUR USERNAME, password, or other security information. YOU agree to notify us immediately of any unauthorized access to or use of YOUR USERNAME or password or any other breach of security. YOU understand that even if YOU notify us, YOU will be totally responsible for all activities that occur under YOUR account. YOU also agree to ensure that YOU logout from YOUR account at the end of each session. YOU are responsible for any password misuse or any unauthorized access. Cruitbay is in no way responsible for any security lapses or breaches associated with use of YOUR password.

We reserve the right at any time and from time to time, to disable or terminate YOUR account, any USERNAME, password, or other identifier, whether chosen by YOU or provided by us, in our sole discretion for any or no reason, including any violation of any provision of these Terms of Use.

By connecting to the Services using a third-party service, YOU give us permission to access and use YOUR information from that service as permitted by that service, and to store YOUR log-in credentials for that service. For example, if YOU access the Services through a social networking site, YOU agree that Cruitbay can access, store, and make available on the Services, any information and data that YOU provide in YOUR applicable social networking site account such that the same information is available in YOUR Cruitbay account. YOU agree that we are not liable for any personal data that is made available to us in violation of YOUR privacy settings with the applicable social networking site.

Cruitbay may suspend or terminate YOUR account and/or YOUR access to the Services, or any portion of the Services at any time without notice to YOU, for any reason in our sole discretion, including if in our sole discretion we determine that YOU have violated the terms of this Agreement (including in accordance with Section 1E and/or 6F below). Upon any such termination, all the provisions of this Agreement shall continue to survive except for any provisions that grant YOU access to any of the Services. YOU agree that we will have no liability to YOU for any termination or suspension of YOUR access to the Services or YOUR account, or the deletion of information contained within such account.

## **E. General Rules for Use of Services**

YOU agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Services in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Services in a manner that sends more request messages to the Cruitbay servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Cruitbay grants the operators of public search engines revocable permission to use spiders to copy materials from Cruitbay.com for the sole purpose of, and solely to the extent necessary for, creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited communications; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (v) taking any action that imposes, or may impose, as determined in our sole discretion, an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Services; (vii) collecting or harvesting any personally identifiable information from the Services, except as expressly permitted by certain features of the Services; (viii) using the Services for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting YOUR affiliation with a person or entity, conducting fraud, hiding or attempting to hide YOUR identity; (x) interfering with the proper working of the Services; (xi) accessing any content on the Services through any technology or means other than those provided or authorized by the Services; (xii) bypassing the measures we may use to prevent or restrict access to the Services, including without limitation, features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein; (xiii) disclosing or sharing login credentials; (xiv) reverse engineering or decompiling any parts of the Services; (xv) frame or link to any information or content on the Services; (xvi) post or submit any inaccurate, incomplete, or false biographical information or another person's information; or (xvii) post or submit any material that is unlawful, illegal, defamatory, offensive, discriminatory, threatening, or obscene as determined by Cruitbay.

We may, without prior notice, change any aspect of the Services; stop providing the Services or features of the Services; or create usage limits for the Services (for paid products and services). If any such change, cessation or limitation of the Services materially and adversely affects YOU, then YOU may terminate the Services on written notice to us. In the event of such termination, YOU will receive a pro-rata refund of any pre-paid fees pertaining to Services paid for, but not provided, for the balance of the applicable term of YOUR then-current subscription plan. We may permanently or temporarily limit, condition, terminate or suspend YOUR access to the Services or any features thereof, including if in our sole determination (acting reasonably) YOU breach or violate any provision of this Agreement, commit fraud or other abuse using the Services.

YOU are solely responsible for YOUR interactions with other Cruitbay USERS. We reserve the right, but have no obligation, to monitor disputes between YOU and other USERS. Cruitbay shall have no liability for YOUR interactions with other USERS, or for any USER's action or inaction. Cruitbay shall have no obligation to YOU to enforce this Agreement against any other USER.

## **2. USER CONTENT AND USERS**

### **A. Posting or Viewing USER Content**

The Services may allow USERS to post and/or provide content that may be viewable by other USERS, including, but not limited to, Job Advertisements, screening requirements, screening

questions, screening criteria, company information, a job seeker's application information, content of messages, resumes/CVs, logos, trademarks, comments, questions, and other content or information ("**USER Content**").

USER Content is the sole responsibility of the person or entity that provided the USER Content. YOU shall be solely responsible for YOUR USER Content and the consequences of posting, providing or publishing it. Cruitbay makes no representations as to the accuracy of any information posted on our site.

## **B. Prohibited Types of USER Content**

The following list is intended to be illustrative of the types of USER Content that are prohibited, but this is not an exhaustive list: YOU agree not to post or provide USER Content that (i) may create a risk of harm to any person or property; (ii) provides instructional information about illegal activities; (iii) involves the transmission of junk or unsolicited mail or other communications, 'phishing' or 'scamming'; (iv) provides links to material that is illegal or offensive, or targets or solicits personal information from anyone under the age of 18; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically, offensive, discriminatory on the basis of race, religion, gender, age, sexual orientation or marital status, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that YOU do not have a right to make available under any law or under contractual or fiduciary relationships; (viii) contains any information or content that is false, misleading, or otherwise deceptive; or (ix) violates the Intellectual Property Rights (as defined below) or rights of privacy of any third party. For the purposes of this Agreement, "Intellectual Property Rights" means patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction. If YOU are a Client providing or submitting Job Advertisements, YOU further agree that such content will not contain any personally identifiable information.

## **C. No Warranties or Obligations**

YOU agree that Cruitbay makes no representations, warranties, promises or guarantees regarding any content provided or generated by third parties, including, without limitation, the content of messages, Job Advertisements and resumés. YOU further agree that Cruitbay acts as a passive conduit for the distribution, provision, and publication of USER Content, and has no obligation to screen or verify the accuracy, legality, legitimacy, truthfulness, or completeness of USER Content, and accordingly, YOU accept that Cruitbay is not responsible and has no liability for USER Content. YOU understand that YOU may be exposed to USER Content that is inaccurate, incomplete, illegal, misleading, false, offensive, constitutes spam, or is otherwise unsuited to YOUR purpose, and YOU accept that it is YOUR responsibility to verify the quality, accuracy, truthfulness, legality or reliability of USER Content, including, without limitation, resumes/CVs and Job Advertisements and content of messages. YOUR reliance on any USER Content is at YOUR own risk. Cruitbay does not guarantee, represent or warrant that use of its website or service will result in a candidate being hired, or that a person or entity hired will be satisfactory to the employer.

Notwithstanding the foregoing, although Cruitbay has no obligation to screen USER Content, to the extent that Cruitbay becomes or is made aware of USER Content that may or does (i) violate the terms of this Agreement or any other Agreement YOU have with Cruitbay, or (ii) violate any law or

regulation, or (iii) violate the rights of third parties, or (iv) create liability for Cruitbay or otherwise negatively impact Cruitbay, Cruitbay reserves the right to reject and/or remove such USER Content, and suspend and/or terminate any USER Account associated with such USER Content.

#### **D. USER Content and the U.S. Communications Decency Act**

Please note Section 230 of the U.S. Communications Decency Act ("**CDA**") (and the equivalent or similar laws in YOUR jurisdiction) is intended to exclude or limit the liability of online service providers such as Cruitbay, when such online service providers provide or make available access to third-party USER generated content (see § 230 (c)(1) which states: *No provider or USER of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information content provider*).

The decision by Cruitbay to remove or not post or distribute any USER Content, does not by itself amount to participation in the creation of such USER Content and, accordingly, does not constitute a waiver of the immunity afforded by the CDA. Additionally, § 230 (c)(2) of the CDA specifically provides: *"No provider or USER of an interactive computer service shall be held liable on account of (A) any action voluntarily taken in good faith to restrict access to or availability of material that the provider or USER considers to be obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable whether or not such material is constitutionally protected..."*

#### **E. USER Interactions and Assumption of Risk**

YOU understand and agree that Cruitbay does not, and cannot, confirm that each USER is who he/she/they claim to be. We are not responsible for authenticating USERS and therefore it is YOUR responsibility to conduct the appropriate due diligence before communicating or interacting with other USERS, including, without limitation, Job Seekers, employers, staffing agencies, and recruiters. YOU assume all risks associated with USERS with whom YOU come into contact. If YOU have any disputes or issues with any USER YOU agree to pursue any remedies directly with the applicable USER and YOU release Cruitbay, its subsidiaries, and their respective employees, directors and agents from all claims, demands and damages of every kind (actual and consequential and direct and indirect) known and unknown, suspected and unsuspected, disclosed and undisclosed, to the fullest extent permitted by law.

#### **F. Content Disclosure**

Cruitbay reserves the right to disclose personal information such as a candidates current CV and resume and any additional information related to the provider of such USER Content, to third parties in connection with the operation and provision of the Services, to enforce the terms of any agreement that we have with YOU, to comply with legal obligations and requests from governmental authorities, law enforcement agencies, court orders, subpoenas, etc., and to protect the interests of Cruitbay where necessary. For the avoidance of doubt, YOU agree that we have the right to disclose YOUR identity to a third party who is claiming that any USER Content YOU posted, provided or uploaded is fraudulent, false, or misleading or constitutes a violation of the law, or a violation of their intellectual property or ownership rights, or of their right to privacy. YOU hereby acknowledge and consent to Cruitbay's receipt of any fees or compensation paid by a third-party for Cruitbay's disclosure of USER Content and information.

### 3. USER CONTENT LICENSE GRANT

By posting, submitting, providing and/or otherwise making available any USER Content, YOU expressly grant, and represent that YOU have a right to grant, and hereby do grant to Cruitbay, a royalty-free, sublicensable (through multiple layers of sublicensees), perpetual, transferable, non-exclusive, worldwide license to use, sell, reproduce, adapt, translate, sublicense, publicly perform, publicly display, and make derivative works from and otherwise exploit, all such USER Content in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for the purposes of posting such USER Content on the Cruitbay websites, distributing such USER Content through the Cruitbay distribution and publishing network and in job alerts to job seekers, and to promote Cruitbay and the Services. This license continues even if YOU stop using the Services.

If YOU are a REGISTERED USER of Cruitbay, YOU acknowledge and agree that Cruitbay has no obligation, and may be unable, to remove YOUR profile and other content (including any logos and/or trademarks contained therein) once they have been (i) distributed via the Cruitbay distribution and publisher network, (ii) listed in search engine results, or (iii) distributed on websites and in job alert emails or job alert texts, or (iv) incorporated into fixed media displays of Cruitbay or any third party, and in each case (i) to (iv) above, the license grant from YOU above will be perpetual and irrevocable for such uses. To the extent YOUR USER Content is a trademark, trade name, service mark or service name protected by law, the foregoing license also extends to the use by Cruitbay to identify YOU as a USER of the Services in any promotional and marketing materials to promote Cruitbay and the Services. Further, to the extent YOU have given Cruitbay the right to access certain USER Content that is present on another website or service YOU own or control, YOU give Cruitbay the right to scrape such website as required to retrieve such USER Content for use on the Services as contemplated in the license grants above, notwithstanding any prohibition on scraping set forth in the terms of use or other contractual terms governing such website.

YOU represent and warrant that YOU have the rights, power and authority necessary to grant the rights described in this section to USER Content that YOU submit, provide, make available or post, via the Services, that the use by Cruitbay of YOUR USER Content will not violate any law or infringe the rights of any third party, and that YOUR USER Content and any other information that YOU provide to us is legal, complete, legitimate, truthful and accurate.

### 4. MOBILE SOFTWARE

We may, at any time and in our sole discretion, make available software to access the Services via a mobile or tablet device ("**Mobile Software**"). To use the Mobile Software, YOU must have a mobile device that is compatible with the Mobile Service. Cruitbay does not warrant that the Mobile Software will be compatible with YOUR mobile device. Cruitbay hereby grants YOU a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software for one Cruitbay account on mobile devices owned or leased solely by YOU, for YOUR personal use. YOU may not : (i) modify, disassemble, decompile or reverse engineer the Mobile Software, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Software; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (v) delete the copyright and other proprietary rights notices on the Mobile Software. YOU acknowledge that Cruitbay may from time to time issue upgraded versions of the Mobile

Software, and may automatically electronically upgrade the version of the Mobile Software that YOU are using on YOUR mobile device. YOU consent to such automatic upgrading on YOUR mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and Cruitbay or its third-party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by YOU to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. Cruitbay reserves all rights not expressly granted under this Agreement. Cruitbay expressly reserves the right to cease offering software access on a mobile or tablet device at any time.

If the Mobile Software is being acquired on behalf of the United States Government, then the following provision applies: Use, duplication, or disclosure of the Mobile Software by the U.S. Government is subject to restrictions set forth in this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14 (ALT III), as applicable. The Mobile Software originates in the United States, and is subject to United States export laws and regulations. The Mobile Software may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Software may be subject to the import and export laws of other countries. YOU agree to comply with all applicable laws related to use of the Mobile Software and the Services, including any and all state and local laws, regulations and ordinances.

## 5. OUR PROPRIETARY RIGHTS

This Agreement provides only a limited license to access and use the Services in accordance with the terms of this Agreement. Accordingly, YOU hereby agree that Cruitbay transfers no ownership or intellectual property interest or title in and to the Services, Website, or any materials used in connection with the Services, including, without limitation, software, (including source code), programs, products, information, documentation, images, text, graphics, USER interfaces, visual interfaces, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and content (the, "**Cruitbay Content**"). All such Cruitbay Content as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through the Services (except for Feedback) are exclusively owned, controlled, and/or licensed by Cruitbay or its members, parent(s) licensors, or affiliates. Cruitbay, the Cruitbay logo, and all other marks are proprietary trademarks of Cruitbay and any use of such marks, including, without limitation, as domain names, account identifiers, or in connection with any search engine optimization practice(s), without the prior written permission of Cruitbay is hereby strictly prohibited. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under, any such Intellectual Property Rights, and YOU agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible on the Services. Use of the Cruitbay Content or materials on the Services for any purpose not expressly permitted by this Agreement is strictly prohibited.

If YOU participate in any evaluation or survey regarding the Services or otherwise provide Cruitbay suggestions, comments, ideas, opinions, recommendations for the modification, correction, improvement, or enhancement of the Services, or other feedback regarding the Services (collectively, "**Feedback**"). Such Feedback will be deemed to include a royalty-free, perpetual, irrevocable, transferable, sublicensable, and non-exclusive right and license for Cruitbay to adopt,



publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works of, and display (in whole or in part) worldwide, or act on any such Feedback without additional approval or consideration in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content, and YOU hereby waive any claim to the contrary. To the extent permitted by applicable law, YOU waive any moral rights and irrevocably consent to any acts that would otherwise infringe YOUR moral rights, in YOUR Feedback. YOU agree not to provide any Feedback that is false or misleading or that breaches any agreement YOU have with a third party.

## **6. PAID SERVICES FOR CLIENTS**

**EXCEPT AS OTHERWISE PROVIDED IN A WRITTEN AGREEMENT BETWEEN YOU AND CRUITBAY, THE FOLLOWING TERMS WILL APPLY TO CLIENTS USING PAID SERVICES.**

### **A. Billing Policies**

Certain aspects of the Services may be provided for a fee. If YOU are a Client and elect to use a paid feature of the Services, YOU agree to the pricing and payment terms for the applicable Services, as we may update them from time to time. Any recurring charges are billed in advance of service. Cruitbay may (1) add new services and products for additional fees and charges, at any time in its sole discretion, or (2) amend fees and charges for existing services, at any time in its sole discretion upon notice. Cancellation requests should be made in accordance with Section 6(E)(iv) below.

We may also provide certain products or services via our third-party partners and YOU agree that YOUR use of such third-party products or services is subject to the contractual (including payment) terms presented by such third parties should YOU wish to use their services. YOU further agree that Cruitbay has no responsibility for such third-party services and YOUR use of such services is entirely at YOUR own risk. Any change to the fees for paid services shall become effective in the billing cycle following notice of such change to YOU.

### **B. No Refunds for Paid Services**

YOU may cancel YOUR subscription to paid services at any time, pursuant to Section 6.E below, and YOU accept that YOU will not receive a refund of pre-paid fees for such cancellation, except where otherwise set out in this Agreement. In the event that Cruitbay suspends, limits, conditions, or terminates YOUR access to the Services and/or YOUR account due to YOUR material breach of this Agreement or any other agreement that YOU have with Cruitbay, YOU understand and accept that YOU will not receive a refund for any unused time with respect to fees that YOU have pre-paid for a subscription plan, product or service, and to the extent that YOU have not paid the applicable fees, YOU will remain liable to pay Cruitbay the entire fees due for the subscription, product or service, as applicable.

### **C. Payment Information; Taxes; Delinquent Payments**

If YOU are a REGISTERED USER of Cruitbay, YOU authorize Cruitbay to provide any Authorized USER associated with YOUR account, or such other persons as YOU may hereafter specify in writing, access to view, change, and inquire, about bank, payment, tax or other information relating to YOUR business relationship with Cruitbay.

All information that YOU provide in connection with a monetary transaction must be accurate, complete, and current. YOU agree to pay all charges incurred by USERS of YOUR credit card, debit

card, or other payment method used in connection with a purchase or transaction at the prices in effect when such charges are incurred. YOU will also pay any applicable taxes relating to such transactions. If at any time Cruitchay is required by a taxing authority to pay any taxes not previously collected from YOU, YOU will promptly submit such taxes (including applicable penalties and interest, if any) to Cruitchay upon written notice.

If YOU elect to add additional paid services or products to YOUR selected subscription or upgrade YOUR subscription, we will invoice YOU for such services, products and upgrades, and/or charge YOUR credit or debit card (or other payment method) accordingly.

Delinquent payments may bear interest at the rate of one-and-one-half percent per month (eighteen percent per annum) or the highest rate permitted by law, if less, from the payment due date until paid in full. YOU will be responsible for all reasonable expenses (including legal fees and expenses) incurred by Cruitchay in collecting delinquent amounts, except where the delinquent amounts are due to billing inaccuracies. In addition, if YOU are late in payment of any fees, we reserve the right to either (i) immediately suspend or terminate YOUR access to the applicable Services without notice, and in the event of any such suspension or termination, YOU will remain responsible for the entire amount of fees owing for such Services; or (ii) bill YOUR credit/debit card on file with us under this or any other agreement. Unless YOUR subscription plan is terminated timely and correctly, YOU will continue to accrue charges on a monthly or annual recurring basis even if YOU don't use the subscribed services.

#### **D. Credit and Debit Cards**

In the event that YOU pay for any Services using a credit card or debit card, YOU authorize Cruitchay to charge YOUR credit or debit card (or other acceptable payment method that YOU have chosen from those offered) ("**Payment Method**"), for the applicable fees for the duration of the applicable term of YOUR selected subscription plan or other paid service or product, together with any applicable sales, use, excise, goods and services tax (GST), consumption or other similar tax applicable to the Services. YOU represent that YOU are authorized to use the Payment Method on YOU or YOUR company's behalf, and YOU agree to accept an electronic record of a receipt. If at any time YOUR Payment Method will not accept the charge for fees due, YOU agree that Cruitchay may suspend or terminate YOUR access to the applicable Services and that YOU will continue to remain liable for the full payment for such Services even after YOUR access to the Services has been terminated or suspended. By providing any Payment Method, YOU agree that applicable credit card, debit card and billing information may be shared with third parties such as payment processors and credit agencies, and/or collection agencies for the purposes of checking YOUR credit, effecting payment, collecting payments and late fees if applicable, and for providing the applicable Services to YOU or in order to enforce our agreement with YOU. We may also share this information with law enforcement authorities and in response to subpoenas, court orders, search warrants and as otherwise required by law

#### **E. Subscription Services**

**EXCEPT AS OTHERWISE PROVIDED IN A WRITTEN AGREEMENT BETWEEN YOU AND CRUITBAY, OR BETWEEN YOU AND ONE OF OUR THIRD-PARTY PARTNERS, YOU ACKNOWLEDGE AND AGREE THAT YOUR SUBSCRIPTION TO THE PAID SERVICES WILL AUTOMATICALLY RENEW MONTHLY OR ANNUALLY, DEPENDING ON YOUR SUBSCRIPTION PLAN, UNLESS YOU CANCEL IT OR WE SUSPEND OR TERMINATE IT IN ACCORDANCE WITH THESE TERMS.**

**(I) Subscription Plans and Renewals.** Subscription Plans will automatically renew for recurring periods depending on the duration of YOUR selected Subscription Plan (e.g., every 30 days, annual

or other period), and, as authorized by YOU by agreeing to the automatic renewal of YOUR Subscription Plan during the sign-up process, unless YOU notify Cruitbay of any changes or requests not to renew (i.e., to cancel), prior to the end of the Initial Plan Term (each, a "**Renewal Plan Term**") or each Renewal Plan Term. Cancellation requests should be made in accordance with the instructions provided on the applicable Cruitbay website or in accordance with Section 6(E)(iv) below. At the time of the automatic renewal, the applicable subscription or other fees will be charged to the Payment Method provided and/or associated with YOUR account, or YOU will be invoiced for payment.

**(iv) Monthly Subscription Plan Cancellation.** For paid monthly, reoccurring Subscription Plans, YOU may cancel at any time effective at the end of the Plan Term or any Renewal Plan Term by emailing us at [support@Cruitbay.com](mailto:support@Cruitbay.com), and one of our representatives will contact YOU. Make sure YOU cancel prior to YOUR next billing renewal date to avoid any unwanted charges. YOUR account will be cancelled effective on YOUR next billing date. Once YOUR account is cancelled YOU will lose access to all content and features under YOUR selected Subscription Plan. YOU agree and accept that YOU will not receive any refund of prepaid fees if YOU request a cancellation and that the cancellation request shall become effective at the end of the Initial Plan Term or Renewal Plan Term in which the cancellation notice is received by Cruitbay.

## **F. Suspension or Termination**

(i) **Suspension or Termination for Cause.** Cruitbay may suspend or terminate YOUR access to the Services and/or this Agreement in the following instances: (I) if YOU breach this Agreement and cannot correct the breach within that period required by Cruitbay if the breach is capable of cure; (II) immediately, if YOU fail to pay any monies owed to Cruitbay for paid services; (III) immediately if YOU become the subject of a bankruptcy, insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding; (IV) immediately in the event of violations of this Agreement; (V) for any abuse, inappropriate behavior, or other conduct (including posting inaccurate, false, misleading, or dishonest Job Advertisements), which in our sole discretion adversely affects or has the potential to affect us, our employees or USERS of our Services; (VI) immediately if YOU send excessive, disruptive, deceptive, dishonest, or abusive communications to another USER by mail, email, text, phone, or other mode of communication (as may be determined in Cruitbay's sole discretion), regardless if such communication takes place on or off the Services; (VII) immediately if YOU in any way disclose, transfer, or sell any Data from the Resume Database (both terms as defined below) or within a USER's resume/CV or profile to a third party, except as expressly permitted by this Agreement; and/or (VIII) immediately, if YOU charge, or attempt to charge, a Job Seeker any money to review or otherwise proceed with the hiring process after such Job Seeker submits a Job Application on the Services. In the event of any suspension of YOUR access to the Services and/or termination of this Agreement or any other agreement YOU have with Cruitbay (other than a termination for convenience by Cruitbay), YOU remain responsible for the entire amount of the fees (pre-paid and/or due) and YOU will not receive a refund of any pre-paid fees, for the applicable Services. Cruitbay may also suspend YOUR access to the Services without penalty and without notice, in the event of a suspected violation of this Agreement. In the event YOUR access to the Services is terminated for cause in accordance with clauses (V), (VI), (VII), or (VIII) above, YOU shall further be prohibited from signing up for or using any other USER account, free trial, or paid service on the Services.

(ii) **Suspension or Termination for Convenience.** Cruitbay can terminate YOUR access to the Services and/or this Agreement at its convenience and its sole discretion, via email notification to YOU and, in the event of such termination for convenience, YOU will receive a pro-rata refund of any pre-paid fees pertaining to Services that will not be provided as a result of the termination.

(iii) YOUR Termination Rights. YOU may terminate this Agreement if Cruitbay materially breaches this Agreement and does not cure the breach within ten (10) days after receipt of written notice from YOU, which notice must be emailed to: [support@Cruitbay.com](mailto:support@Cruitbay.com). Pre-paid fees are non-refundable, except in the case of an uncured material breach by Cruitbay (and in the absence of any contributory act and/or omission to act by YOU), in which case YOU will receive a pro-rata refund of any pre-paid fees pertaining to Services paid for, but not provided, for the balance of the applicable term of YOUR then-current Subscription Plan.

## 7. ADDITIONAL TERMS THAT APPLY TO JOB SEEKERS

As a Job Seeker, YOU can (i) use the Services to be contacted by employers through job alert emails or text messages, where such features are available to YOU ("**Job Alerts**"), and (ii) include YOUR resume and other applicable information in a resume database (the, "Resume Database"). For purposes of this Agreement, references to "resume" or "CV" shall also mean a curriculum vitae, profile, references, recommendations, and other similar written overviews or assessments of a person's experience and qualifications presented in a professional way and in accordance with industry standards.

If YOU have a Cruitbay account, provide YOUR resume/CV to Cruitbay, and/or sign up to be contacted by companies, YOU agree that we may (A) use the information YOU provide to send YOU information about opportunities that may be of interest to YOU; and (B) display or provide YOUR resume/CV and profile information (to the extent that YOU have not designated it as private) to an employer or recruiter who may be interested in candidates like YOU.

To the extent that YOU wish us to share YOUR information and resume/CV with potential employers, recruiters, or staffing agencies (including, where YOU have submitted YOUR resume/CV to the Resume Database or because YOU have indicated YOUR present job status on a Cruitbay website), YOU consent to our sharing YOUR resume/CV, together with any additional information YOU provide to us during the application process. This means that YOU give us a perpetual, irrevocable, non-exclusive, royalty-free, worldwide license (and right to sub-license), of any rights, including intellectual property rights, in YOUR resume/CV and any additional information YOU provide to us, to share or otherwise use such resume/CV and additional information as we reasonably require to fulfil the services we provide to YOU.

### **A. Job Seekers in General**

By signing up as a candidate on Cruitbay, YOU give us permission to store YOUR information in our database and to share YOUR information (including YOUR resume/CV), with the entity that is interested in learning more about YOU.

If YOU elect to sign-up through a third-party account, such as Facebook or LinkedIn.com, YOU will be asked to log-in to the applicable account, and the profile, resume and other information that YOU have provided us with will become part of YOUR saved profile.

If YOU ask Cruitbay to submit a message to any employer or third party or if YOU have been contacted by a Company who is using our Services, YOU accept that Cruitbay does not guarantee that the recipient entity will receive, access, view, or respond to YOUR requests, or that the transmission of data will be error-free. Any screener questions provided by the entity looking to hire are entirely in the control of that entity and if YOU require alternate screener questions or application processes, YOU must contact the applicable entity directly. Cruitbay makes no representations,

warranties or guarantees that the Company has any positions available for employment or that by submitting YOUR resume, CV or other information YOU will be offered any position.

## **B. Job Alerts**

YOU can manually sign up to receive job alerts by email/or SMS. In addition to a manual sign up, if YOU sign up on a Cruithub website and/or create an account, YOU may agree to receive email job opportunities based on the type of role YOU selected. YOU can sign up for job alerts via SMS in a number of ways including by entering YOUR telephone number in the Mobile Alerts section of YOUR USER Account. YOU can edit or change the type of job alerts want to receive by accessing the Job Alerts tab in YOUR USER account. YOU may opt out of job alerts by clicking on the unsubscribe link in YOUR job alert email or by following the instructions in YOUR SMS alert. YOU can also contact [support@Cruithub.com](mailto:support@Cruithub.com), if YOU need assistance.

## **C. Resume Database**

Cruithub has a feature which permits job seekers to include their resume/CV and other profile information in the Resume Database to be stored on the Service.

**Making YOUR Profile and Resume/CV Available:** If YOU elect to make YOUR resume/CV 'available' in YOUR Account settings or during YOUR account creation: (i) it will be added to the Resume Database, (ii) YOUR resume/CV and profile information (including YOUR personal information, to the extent provided in YOUR resume or profile) will be available to be searched, viewed, or downloaded by any persons or entities that have access rights to the Resume Database, (iii) YOUR resume/CV will be visible in whole or in part via search results within the Resume Database, and (iv) YOUR resume/CV and profile information will be visible in part to Clients with active Jobs to invite or rate candidates to apply.

If YOU add YOUR resume/CV to the Resume Database, then YOU are:

- Consenting to Cruithub matching words, skills, or certifications that are present or implied in YOUR resume or other application materials to words, skills, or certifications present or implied in a Job Advertisement or an employer's or recruiter's search of terms, and if there are any matches, to present matching resumes/CVs to the applicable employer or recruiter and to send information to YOU about Job Advertisements that may be of interest to YOU.
- Acknowledging that we may 'parse' the resume and other applicable information into another format to create a profile view and/or enable searchable text for a Company; the Company will also be able to see YOUR resume in the form in which YOU originally submitted it to Cruithub.

## **F. Interactions with Other USERS; Scams; Confidentiality**

YOU are solely responsible for YOUR interactions with USERS whom YOU contact or who contact YOU. Note: there are risks, including, but not limited to, the risk of physical harm, that may arise when dealing with strangers, including persons who may be acting under false pretenses. YOU should therefore use caution with regard to the information YOU elect to share as part of YOUR USER Profile or Job Application or resume/CV that. **Only list the contact information that YOU are comfortable disclosing to Clients and other USERS of the Services.**

In addition to carefully reviewing this section and Section 2 above, YOU should conduct YOUR own due diligence on potential employers that may be of interest to YOU. As mentioned in Section 2, Cruithub does not authenticate USERS or guarantee that a Company is suitable, legitimate or real. Cruithub does not guarantee that the Company is searching for employees or to fill a specific position

## **8. ADDITIONAL TERMS THAT APPLY TO PROVIDERS OF JOB OPPORTUNITIES**

As a REGISTERED USER of Cruithub, YOU can use the Services to (i) search for prospective employees or candidates, (ii) view resumes, profiles, or curriculum vitae, and/or (iii) communicate via our integrated messaging and video conferencing service on behalf of YOURself and/or a third party.

### **A. Content Rules**

With respect to all Job Opportunities that a Company may be soliciting for, make available, provide, post or distribute, whether on YOUR own behalf or on behalf of a third party, in addition to the other requirements in this Agreement, YOU represent and warrant (i) the content of the Job Opportunity (whether owned by YOU or YOUR clients), will comply with advertising standards and applicable laws, including, but not limited to, employment and privacy laws, in YOUR jurisdiction and the jurisdictions in which the vacancies are located; (ii) YOU have the necessary rights to permit the publication and use of a Job Opportunity by Cruithub pursuant to this Agreement; (iii) the use, reproduction, distribution or transmission of Job opportunities will not violate any applicable laws or any rights of any third parties, including, but not limited to, infringement of any copyright, trademark, or other proprietary right, false advertising, defamation, any other right of any person or entity; (iv) the content of Job Opportunities shall comply with the then-current versions of this Agreement and Job Posting Rules (referenced below); and (v), YOU have the authority to grant permission to Cruithub to wrap or collect Job Opportunities from applicable websites if necessary, to include in distributions and any such wrapping will not cause Cruithub to violate the rights of any third party. YOU understand and agree that YOU are solely responsible for any liability arising out of contacting a candidate in regards to a Job Opportunity or material to which USERS can link through such Job Opportunities. YOU agree to indemnify and hold Cruithub and its subsidiaries, and their respective officers, directors, employees, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with Job Opportunities provided by YOU or any other content provided by YOU, or YOUR breach of this Agreement.

YOU agree not to promote any Job Opportunity Advertisements that: (i) contain inaccurate, false, or misleading information; (ii) contain "hidden" keywords or keywords that are irrelevant to the job opportunity being presented; (iii) sell, promote or advertise products or services; (iv) endorse a particular political party, political agenda, or political position or promote a particular religion; (v) advertise job openings located in countries subject to economic sanctions of the United States or Canadian governments, except where permitted by applicable law; (vi) require the applicant to provide information relating to his/her (a) racial or ethnic origin, (b) political beliefs, (c) religious beliefs, (d) membership of a trade union, (e) physical or mental health, (f) sexual life, (g) the commission of criminal offences or proceedings, or (h) age; (vii) contain content or links to content that exploit people in a sexual, violent or other manner, or solicits personal information from anyone under the age of 13; (viii) includes any screening requirement or criteria where such requirement or criteria is not a bona fide occupational requirement for the role; (ix) involves any franchise, pyramid scheme, "club membership", distributorship, or multi-level marketing opportunity or requires recruitment of other members, sub-distributors or sub-agents; (x) requires applicants to pay to apply, pay for training, pay for training materials, or pay for samples; (xi) contain content that violates

applicable laws; (xii) pays commissions only (except for postings that make clear that the available job pays commission only and clearly describes the product or service that the Job Seeker would be selling, in which case such Job Advertisements are permissible); (xiii) requires citizenship or lawful permanent residence in a country, unless that is required in order to comply with law, regulation, or a federal, state or local government contract; (xiv) contain links to any site competitive with Cruitbay other than to an actual job posting.

Additionally, Job Opportunities must comply with applicable local, national and international laws, and regulations including, but not limited to, those relating to labor and employment, and anti-discrimination (or the equivalent in the country that the Job Opportunities are made available, posted or distributed).

**REPORTING VIOLATIONS OF THE CONTENT RULES:** If YOU believe that any content on our Websites, violate the Content Rules, please contact us at [support@Cruitbay.com](mailto:support@Cruitbay.com) and state the following in the subject-line of YOUR email: Violation of Content Rules. For content that allegedly violates YOUR copyright, please see Section 10 below.

### **B. Authorized USERS**

YOU are responsible for all activity, acts or omissions of any person or entity that is able to access the Services under YOUR account and YOU will limit access to the number of USERS that are allowed under YOUR account to those permitted under YOUR selected Subscription Plan (each, an "**Authorized USER**"). Additionally, YOU agree that: (i) YOU will not share log-in credentials and account information with third parties; (ii) YOU will not sell or sublicense access to YOUR account or the Services; (iii) YOU will not charge, or receive payment, in cash or in kind, from any individual or entity for use of, or access to, any portion of the Services; (iv) YOU will ensure that Authorized USERS comply with this Agreement and any other Specific Terms of Service or other agreement that YOU have with Cruitbay; (v) YOU will immediately notify Cruitbay of any suspected or alleged violation of this Agreement, including any unauthorized use of any password or account information, or any other known or suspected breach of security; and (vi) YOU will cooperate with Cruitbay with respect to investigation of any suspected or alleged violation of this Agreement and any action by Cruitbay to enforce this Agreement.

Cruitbay may suspend, limit, condition, or terminate an Authorized REGISTERED USER's access to the Services or any features thereof, in the event that Cruitbay reasonably determines that such Authorized USER has violated this Agreement or appears likely to do so.

### **C. Removal of Advertisements; Enforcement; Termination**

YOU acknowledge and agree that Cruitbay may, with no liability or penalty, remove any account or other content, communication or information posted, which in the sole judgment and discretion of Cruitbay, violates or may violate this Agreement, applicable laws, rules or regulations, or third party terms; or may adversely affect Cruitbay; or is false, inaccurate, misleading, deceptive, fraudulent, libelous, defamatory, immoral, offensive, obscene, pornographic, disruptive, threatening, abusive or illegal; or which may violate or lead to the violation of the rights of, or harms or threatens the safety and privacy of any third party.

We also have the right to:

- Remove or refuse to post any USER Content for any or no reason in our sole discretion.

- Take any action with respect to any USER Content that we deem necessary or appropriate in our sole discretion, including if we believe that such USER Content violates the Terms of Use, including the Content Rules, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of USERS of the Website or the public, or could create liability for us.
- Disclose YOUR identity or other information about YOU to any third party who claims that material posted by YOU violates their rights, including their intellectual property rights or their right to privacy.
- Take legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website or the Services.
- Terminate or suspend YOUR access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES, FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY LAW ENFORCEMENT AGENCIES OR COURT ORDERS, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY ALL SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

#### **D. Resume Database**

If YOUR Free Trial or Subscription Plan includes access to the Resume Database, then (subject to the terms and conditions of this Agreement) Cruitbay hereby grants YOU a limited, revocable, non-transferable, non-sublicensable, non-exclusive right to access the Resume Database for the limited purpose of (1) searching the Resume Database; and/or (2) viewing and/or downloading the number of resumes/CVs permissible under YOUR Subscription Plan, each for the sole purpose of seeking potential employment candidates for legitimate employment opportunities. YOU shall not use or access the Resume Database for any other purpose.

YOU shall not use any automated computer programs or software to download resumes/CV or to extract Data (defined below), and shall not resell or sub-license access to the Resume Database (or any portion thereof) or any resume (including Data contained therein). YOU further agree that YOU shall not use the Resume Database or its contents to market or sell products or services to the data subjects whose resumes comprise the Resume Database.

Notwithstanding anything to the contrary in this Agreement, Cruitbay reserves the right to limit the amount of information (including resume views and downloads), that may be accessed in any time period to mitigate any overload to the Services or in response to any abuse of the Services. The Resume Database shall not be used in any manner that adversely affects Cruitbay business, imposes an unreasonable or disproportionately large load on Cruitbay infrastructure, or interferes with the ability of others to access the Resume Database. Cruitbay reserves the right to suspend or terminate access to the Resume Database or terminate this Agreement in the event of any non-compliance with this Agreement or any other agreement YOU have with Cruitbay. YOU shall remain primarily responsible for ensuring that Authorized USERS comply with the terms of this Agreement. If a Job Seeker opts out of the Resume Database at any time, Cruitbay reserves the right to block access to, and/or remove, the Job Seeker's resume/CV from the Resume Database.



YOU accept that Cruitbay does not verify whether any telephone number contained within a resume/CV is a landline or a cell phone number is accurate or up to date, and it is YOUR responsibility to ensure that any communication with the data subject of the resume/CV is in compliance with applicable laws related to telephone calls, automated dialing, SMS, spam, fax, and unsolicited communications.

YOU represent, warrant and promise that: (i) YOU will use the Resume Database and the personal information contained within any resumes/CVs or Job Seeker profile (collectively, "**Data**"), in accordance with applicable communication, privacy and data protection laws; (ii) YOU shall not further disclose any Data from Resume Database to a third party, unless YOU are an authorized recruitment agency, staffing agency, or job advertising agency acting on behalf of a client, and YOU are accessing the resumes/CVs to source candidates on behalf of YOUR clients for legitimate employment purposes, and such disclosure falls within the scope of the appropriate Subscription Plan for the Services; (iii) YOU will implement appropriate physical, technical, and administrative measures to protect Data obtained from the Resume Database from loss, misuse, unauthorized access, disclosure, alteration or destruction, and YOU will notify Cruitbay immediately in the event of any suspected or actual unauthorized access or disclosure of resumes/CVs; (iv) Authorized USERS shall not share login credentials with any other party; (v) YOU will not use the contact information from resumes/CVs to send unsolicited mail, e-mails, phone calls, SMS, or faxes regarding promotions and/or advertising of YOUR or a third party's products or services, or to contact or source job seekers for careers fairs and business opportunities; and (vi) YOU will respect the privacy choices of Job Seekers.

Cruitbay makes no representations or warranties regarding any content provided or generated by third parties, including, without limitation, resumes/CVs. YOU accept that Cruitbay acts as a passive conduit for receipt of resumes/CVs and has no obligation to screen resumes/CVs, verify the identity of the person submitting a resume/CV, or verify the accuracy of the data or content contained in resumes/CV. It is YOUR responsibility to conduct due diligence as regards the individual job seeker-subject of each resume/CV. We do not guarantee any response or the number of responses to YOUR Job Advertisements or that any responses will be from individuals suitable for the job vacancy YOU advertised. It is YOUR responsibility to carry out such checks and procedures as are necessary to ensure that individuals who respond to YOUR Job Advertisements have the required qualifications to meet YOUR requirements.

References to "resume" or "CV" as used herein, will include curriculum vitae, profile, references, recommendations, and other similar written overviews or assessments of a person's experience and qualifications, that are professional and in accordance with reasonable industry standards

### **E. Job Seekers**

Cruitbay may inform Job Seekers that YOU have taken an action with respect to a resume/CV or a Job Application. YOU agree to deal fairly and professionally with individuals who may respond to YOUR Job Opportunity and agree to indemnify us from and against any claim brought by an individual against Cruitbay arising from YOUR breach of this Agreement or any other agreement YOU have with Cruitbay.

### **F. Data Protection.**

YOU agree to implement appropriate physical, technical, organizational, and administrative measures (a) to prevent unauthorized or unlawful processing of any Personal Data; (b) to protect Personal Data against accidental loss, destruction or damage; (c) to include taking reasonable steps to ensure the reliability of the personnel having access to the Personal Data; and (d) having regard to the state of technological development and the cost of implementing those measures so as to

ensure a level of security appropriate to: (i) the harm that may result from breach of those measures; and (ii) the nature of the Personal Data to be protected. YOU agree to comply with applicable data protection and privacy laws and regulations in applicable jurisdictions particularly as they relate to YOUR operations and the residency of the applicable data subjects. YOU further agree to indemnify, hold harmless, and defend Cruitbay, its successors, assigns, officers, executives, shareholders, employees, agents, contractors, subsidiaries at YOUR own expense against all costs, claims, damages or expenses incurred by Cruitbay for which we may become liable due to any failure by YOU or YOUR personnel or agents to comply with any of YOUR obligations under this section and applicable data protection and privacy laws and regulations.

For the purposes of this Agreement, 'Personal Data' means any information or pieces of information that could identify a natural person either directly (e.g. YOUR name, email address, phone number) or indirectly (e.g. through pseudonymized data, such as a unique ID number). This means that personal data includes things like email/home addresses, USERnames, profile pictures, personal preferences, financial information, and health information. It could also include unique numerical identifiers like YOUR computer's IP address.

### **G. Partner Platforms.**

If YOU access or use the Cruitbay Services through a third-party platform, such as, without limitation, third-party platforms applicable to Cruitbay's resellers, applicant tracking system partners, job board partners, or other strategic partners (each, a "Partner Platform"), YOU understand and agree that YOU will only post Job Advertisements in connection with hiring employees for YOUR own organization, and YOU will only use the Cruitbay Services in connection with hiring employees for YOUR own organization or on behalf of an organization. Cruitbay reserves the right, as determined in Cruitbay's sole discretion, to reject or disable YOUR use, or any portion of YOUR use, of the Cruitbay Services through a Partner Platform if YOU post a Job Advertisement in connection with hiring an employee for an organization other than YOURs or if YOU use the Cruitbay Services in connection with hiring an employee for an organization other than YOURs, whether or not YOU are a job board, staffing agency, recruiter, recruitment advertising agency, or other recruitment-based entity.

### **E. Resume Database**

If YOUR Subscription Plan includes access to the Resume Database, then (subject to the terms and conditions of this Agreement) Cruitbay hereby grants YOU a limited, revocable, non-transferable, non-sublicensable, non-exclusive right to access the Resume Database for the limited purpose of (1) searching the Resume Database; and/or (2) viewing and/or downloading the number of resumes/CVs permissible under YOUR Subscription Plan, each for the sole purpose of seeking potential employment candidates for legitimate employment opportunities. YOU shall not use or access the Resume Database for any other purpose.

YOU shall not use any automated computer programs or software to download resumes/CV or to extract Data (defined below), and shall not resell or sub-license access to the Resume Database (or any portion thereof) or any resume (including Data contained therein). YOU further agree that YOU shall not use the Resume Database or its contents to market or sell products or services to the data subjects whose resumes comprise the Resume Database.

Notwithstanding anything to the contrary in this Agreement, Cruitbay reserves the right to limit the amount of information (including resume views and downloads), that may be accessed in any time period to mitigate any overload to the Services or in response to any abuse of the Services. The Resume Database shall not be used in any manner that adversely affects Cruitbay business, imposes an unreasonable or disproportionately large load on Cruitbay infrastructure, or interferes

with the ability of others to access the Resume Database. Cruitbay reserves the right to suspend or terminate access to the Resume Database or terminate this Agreement in the event of any non-compliance with this Agreement or any other agreement YOU have with Cruitbay. YOU shall remain primarily responsible for ensuring that Authorized USERS comply with the terms of this Agreement. If a Job Seeker opts out of the Resume Database at any time, Cruitbay reserves the right to block access to, and/or remove, the Job Seeker's resume/CV from the Resume Database.

YOU accept that Cruitbay does not verify whether any telephone number contained within a resume/CV is a landline or a cell phone number, and it is YOUR responsibility to ensure that any communication with the data subject of the resume/CV is in compliance with applicable laws related to telephone calls, automated dialing, SMS, spam, fax, and unsolicited communications.

YOU represent, warrant and promise that: (i) YOU will use the Resume Database and the personal information contained within any resumes/CVs or Job Seeker profile (collectively, "**Data**"), in accordance with applicable communication, privacy and data protection laws; (ii) YOU shall not further disclose any Data from Resume Database to a third party, unless YOU are an authorized recruitment agency, staffing agency, or job advertising agency acting on behalf of a client, and YOU are accessing the resumes/CVs to source candidates on behalf of YOUR clients for legitimate employment purposes, and such disclosure falls within the scope of the appropriate Subscription Plan for the Services; (iii) YOU will implement appropriate physical, technical, and administrative measures to protect Data obtained from the Resume Database from loss, misuse, unauthorized access, disclosure, alteration or destruction, and YOU will notify Cruitbay immediately in the event of any suspected or actual unauthorized access or disclosure of resumes/CVs; (iv) Authorized USERS shall not share login credentials with any other party; (v) YOU will not use the contact information from resumes/CVs to send unsolicited mail, e-mails, phone calls, SMS, or faxes regarding promotions and/or advertising of YOUR or a third party's products or services, or to contact or source job seekers for careers fairs and business opportunities; and (vi) YOU will respect the privacy choices of Job Seekers.

Cruitbay makes no representations or warranties regarding any content provided or generated by third parties, including, without limitation, resumes/CVs. YOU accept that Cruitbay acts as a passive conduit for receipt of resumes/CVs and has no obligation to screen resumes/CVs, verify the identity of the person submitting a resume/CV, or verify the accuracy of the data or content contained in resumes/CV. It is YOUR responsibility to conduct due diligence as regards the individual job seeker-subject of each resume/CV. We do not guarantee any response or the number of responses to YOUR Job Advertisements or that any responses will be from individuals suitable for the job vacancy YOU advertised. It is YOUR responsibility to carry out such checks and procedures as are necessary to ensure that individuals who respond to YOUR Job Advertisements have the required qualifications to meet YOUR requirements.

References to "resume" or "CV" as used herein, will include curriculum vitae, profile, references, recommendations, and other similar written overviews or assessments of a person's experience and qualifications.

## **9. PRIVACY AND SECURITY**

Please refer to our Privacy Policy for information regarding how we collect, process, share and store YOUR Personal Data.

Unfortunately, the transmission of information over the Internet is not completely secure and we cannot, therefore, guarantee that unauthorized third parties will never be able to defeat our security measures or use YOUR personal data for improper purposes. YOU acknowledge that YOU provide YOUR personal data at YOUR own risk. Any actual or attempted use of the Services by YOU in violation of this Agreement may result in criminal and/or civil prosecution, including, without limitation, punishment under the Computer Fraud and Abuse Act of 1986 under U.S. federal law. Cruitbay reserves the right in its sole discretion to review, monitor, and/or record any information relating to YOUR use of the Services without any prior notice to or permission from YOU, including, without limitation, by archiving content and/or communications submitted to and/or sent by YOU through the Services.

## **10. INFRINGING CONTENT**

### **A. DMCA Notice Procedure (Copyrights)**

It is the policy of Cruitbay to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("**DMCA**"), or if YOU reside outside the United States, any similar applicable law with respect to copyright infringement in the jurisdiction in which YOU are located.

If YOU believe that YOUR copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Services, please notify the Cruitbay copyright agent as set forth below. For YOUR complaint to be valid under the DMCA, YOU must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that YOU claim has been infringed;
3. Identification of the material that is claimed to be infringing and provide a link (where available) to where it is located on the Services;
4. Information reasonably sufficient to permit Cruitbay to contact YOU, such as YOUR address, telephone number, and, e-mail address;
5. A statement that YOU have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that YOU are the copyright owner or are authorized to act on behalf of the owner.

**FAILURE TO INCLUDE ALL OF THE ABOVE INFORMATION, ESPECIALLY SPECIFIC URLS WHERE CONTENT MAY BE FOUND WILL RESULT IN A DELAY IN THE PROCESSING OF YOUR DMCA NOTIFICATION AND MAY RESULT IN YOU HAVING TO REPEAT SOME OR ALL OF THE ABOVE PROCESS. CRUITBAY WILL NOT TAKE RESPONSIVE ACTION TO REMOVE CONTENT UNTIL ALL OF THE NECESSARY INFORMATION IS PROVIDED.**

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

**Copyright Counter-Notices.** If content YOU posted on the site was removed due to a claim(s) of copyright infringement and YOU would like to dispute that removal, the process for counter-notifications is governed by Section 512(g) of the DMCA:

1. To file a counter-notification with us, YOU must provide a written communication that sets forth the items specified below.
2. Please note that under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability. Please also be advised that we enforce a policy that provides for the termination in appropriate circumstances of USERS (and removal of content from USERS) who are infringers. Accordingly, if YOU are not sure whether certain material infringes the copyrights of others, we suggest that YOU first contact an attorney.

**Elements of Counter-Notification.** To expedite our ability to process YOUR counter-notification, please use the following format (including section numbers):

1. Identify the specific URLs of material that Cruitbay has removed or to which Cruitbay has disabled access.
2. Provide YOUR full name, address, telephone number, email address and, if YOU are a REGISTERED USER, the USER name of YOUR account.
3. Provide a statement that YOU consent to the jurisdiction of the courts of the state of New Jersey, and that YOU will accept service of process from the person who provided notification to Cruitbay in accordance with the process outlined above or an agent of such person.
4. Include the following statement: "I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of a mistake or mis-identification of the material to be removed or disabled."

After we receive YOUR counter-notification, we will forward it to the party who submitted the original claim of copyright infringement. Please note that when we forward the counter-notification, it may include any of YOUR identifying information set forth in the counter-notification. By submitting a counter-notification, YOU therefore consent to having such identifying information revealed in this way.

After we send out the counter-notification, the claimant must then notify us within ten (10) days that he or she has filed an action seeking a court order to restrain YOU from engaging in infringing activity relating to the material on the site. If we receive such notification, we will be unable to restore the items. If we do not receive such notification, we may, but are not obligated to, reinstate the disputed item(s).

**Foreign Counter-Notification.** If YOU reside outside of the United States, please understand that filing a counter-notice may lead to legal proceedings between YOU and the complaining party to determine ownership. Therefore, please be aware that there may be adverse legal consequences in YOUR country and/or the United States of America if YOU make a false or bad faith allegation by using this process. Please also be advised that we enforce a policy that provides for the termination in appropriate circumstances of USERS who are infringers. So, if YOU are not sure whether content YOU posted on the site is being infringed, or are otherwise unsure of whether to file a counter-notification using these procedures, we recommend YOU first contact a lawyer knowledgeable in the laws of the United States and the state of California. If YOU do wish to file a counter-notice, YOU should follow the process set forth above under the heading “Elements of Counter-Notification.”

**General.** In accordance with the DMCA and other applicable law, Cruitbay has adopted a policy of terminating, in appropriate circumstances, the accounts of USERS who are deemed to be repeat infringers. Cruitbay may also at its sole discretion limit access to the Services and/or terminate the accounts of any USERS who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

## **B. Other Infringing Content(Trademarks)**

If YOU believe in good faith that any content on the Services is illegal or infringes YOUR or a third party's intellectual property right or YOU wish to make us aware of any other illegal or infringing acts which relate to the Services, YOU can contact us via email at: [support@Cruitbay.com](mailto:support@Cruitbay.com). Any notice to us must contain: (a) a detailed description of the infringing or illegal material or activity including why it is infringing or illegal; (b) a detailed description specifying the location of the material that YOU claim is infringing or illegal (if applicable); and (c) YOUR name, address, telephone number and e-mail address.

## **11. THIRD-PARTY LINKS AND SERVICES**

The Services may contain links to third-party websites, advertisers, products, services, or other events or activities that are not owned or controlled by Cruitbay (collectively, "**Third-Party(ies)**"). Cruitbay does not endorse or assume any responsibility for any such Third-Party sites, information, materials, products, or services. If YOU access a Third-Party website from the Services or use a Third-Party service, YOU do so at YOUR own risk, and YOU understand that this Agreement and the Cruitbay Privacy Policy do not apply to YOUR use of such Third-Party sites or services. YOU expressly relieve Cruitbay from any and all liability arising from YOUR use of any Third-Party website, service, or content. Additionally, YOUR dealings with or participation in promotions of advertisers found on the Services, including payment and delivery of goods, and any other terms (such as warranties) are solely between YOU and such advertisers. YOU agree that Cruitbay shall not be responsible for any loss or damage of any sort relating to YOUR dealings with such advertisers.

## **12. INDEMNITY**

THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (this "**Agreement**") is made between CRUITBAY, a New Jersey corporation (the "**Company**"), and the CRUITBAY USER ("**Indemnitee**").

WHEREAS, in order to incentivize Indemnitee to serve, or to continue to serve, as a director, officer or agent of the Company, one of its subsidiaries, affiliates or regions (in any such case, the “**Service**”), the Company has agreed to indemnify Indemnitee as set forth below;

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 Company 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, 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), 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 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 the fact that Indemnitee is or was serving as a director or officer of the Company or at the request of the Company as a director, officer, trustee, employee, or agent of or in any other capacity for another corporation, partnership, joint venture, trust or other enterprise (including any region of the Company), to the fullest extent permitted by applicable law and the Company’s Articles of Incorporation and Bylaws, each as amended (but in the case of any such amendment, only to the extent that such amendment permits the Company to provide the same or broader indemnification rights than permitted prior thereto) (each such liability, obligation, 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 Indemnitee shall be paid by the Company on a regular monthly basis. **This indemnity applies even if the Indemnitee caused the Loss through his or her negligence, strict liability or other fault; however, if any Losses for which Indemnitee received payment from the Company 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”), Indemnitee shall repay to the Company such Losses paid on behalf of Indemnitee hereunder.** The indemnification rights provided hereby to Indemnitee shall continue even though he or she may have ceased to be a director, officer, trustee, employee, or agent of or in any other capacity for the applicable entity.

2. Notice and Coverage Prior to Notice. Indemnitee shall give notice (the “**Notice**”) to the Company within five 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 Company within such time shall not relieve the Company from any of its obligations under Section 1 of this Agreement 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 Company 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

any other Losses incurred thereafter with respect to the matters set forth in the Notice and the Company shall reimburse the Indemnitee for all reasonable expenses related to the action or claim incurred by the Indemnitee prior to the Indemnitee's giving of the Notice.

3. Non-Exclusivity. The rights of Indemnitee hereunder shall be in addition to any rights that Indemnitee may have under the Company's governance documents (e.g. Articles of Incorporation, By-laws, Articles of Organization, Regulations, etc.), applicable law or otherwise and shall survive any termination, resignation, death or other dismissal of Indemnitee.

4. Payment. The Company shall not be liable to Indemnitee under this Agreement to make any payment in connection with any claim against Indemnitee to the extent the Indemnitee has otherwise actually received, and is entitled to retain, payment (under any insurance policy or otherwise) of the amounts otherwise indemnifiable hereunder.

5. Enforceability. The indemnification 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.

6. Binding Obligation. If this Agreement or any portion hereof shall be found to be invalid on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless Indemnitee, as to costs, charges and expenses (including court costs and attorneys' fees), 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 full extent permitted by any applicable portion of this Agreement that shall not have been invalidated and to the fullest extent permitted by applicable law.

7. 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.

8. Right to Sue; Attorneys' Fees and Costs. If a claim by Indemnitee for payment of Losses hereunder is not paid in full by the Company 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 Company 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. In any suit brought by Indemnitee to enforce any right hereunder (including, without limitation, the right to indemnification), the burden of proving that Indemnitee is not entitled to such right shall be borne by the Company. If a claim by the Company for repayment of any Non-Indemnification Losses previously paid on behalf of Indemnitee hereunder is not repaid in full to the Company within forty-five (45) days after such ruling has been delivered to Indemnitee, the Company may at any time thereafter bring suit against the Indemnitee to recover the unpaid amount.



9. 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.

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

11. Facsimile and Counterpart Signature. This Agreement may be executed by facsimile signature and in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute the same instrument, but only one of which need be produced.

## **13. NO WARRANTY**

### **A. Disclaimer of Warranties**

NOTHING IN THIS AGREEMENT SEEKS TO EXCLUDE ANY CONDITION, WARRANTY OR GUARANTEE THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CRUITBAY DOES NOT GUARANTEE ANY RESULTS FROM USING THE SERVICES. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICES ARE AT YOUR OWN OPTION AND RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PURPOSE OR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY OTHER IMPLIED WARRANTY UNDER THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT AS ENACTED BY ANY STATE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CRUITBAY, ITS EMPLOYEES, OR AGENTS, OR THROUGH THE SERVICES, WILL CREATE ANY WARRANTY, GUARANTEE, TERM OR CONDITION NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT (I) ANY CONTENT PROVIDED ON OR THROUGH THE SERVICES IS ACCURATE, LEGALLY COMPLIANT, UP-TO-DATE, RELIABLE OR CORRECT; (II) THE SERVICES WILL MEET YOUR REQUIREMENTS; (III) THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, OR WILL BE UNINTERRUPTED OR SECURE; (IV) ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR (V) THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DOWNLOADED OR AVAILABLE AT YOUR OWN OPTION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA OR ANY OTHER TYPE OF LOSS THAT RESULTS FROM SUCH CONTENT OR YOUR USE OF THE SERVICES.

IF ANY SUCH WARRANTY OR GUARANTEE CANNOT BE EXCLUDED UNDER APPLICABLE LAW, THEN TO THE EXTENT PERMITTED BY APPLICABLE LAW, CRUITBAY'S LIABILITY FOR BREACH OF ANY SUCH WARRANTY OR GUARANTEE IS LIMITED (AT CRUITBAY'S OPTION) TO: (A) FOR GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS OR PAYMENT OF THE COST OF THE REPAIR OR REPLACEMENT OF THE GOODS OR SUPPLY OF EQUIVALENT GOODS; OR (B) FOR SERVICES, THE RESUPPLY OF THE SERVICES OR PAYMENT OF THE COST OF THE RESUPPLY OF THE SERVICES.

## **B. Universal Disclaimer**

CRUITBAY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A USER OR THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, AND CRUITBAY WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND A USER OR THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

CRUITBAY DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.

## **14. LIMITATION OF LIABILITY**

(A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, IN NO EVENT SHALL CRUITBAY, ITS SUBSIDIARIES, AND THEIR RESPECTIVE BOARD MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSOR AND ASSIGNS, BE LIABLE TO YOU, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), FOR BREACH OF STATUTORY DUTY, OR OTHERWISE FOR ANY (I) INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES OR LOSSES, OR ANY OTHER LOSS OR DAMAGE THAT DOES NOT ARISE NATURALLY AND ACCORDING TO THE USUAL COURSE OF THINGS FROM THE BREACH, ACT OR OMISSION RELATING TO THIS AGREEMENT AND GIVING RISE TO THAT LOSS, WHETHER OT NOT SUCH LOSS MAY REASONABLY BE SUPPOSED TO HAVE BEEN IN THE CONTEMPLATION OF THE PARTIES AT THE TIME THEY ENTERED INTO THIS AGREEMENT AS A PROBABLY RESULT OF THE BREACH, ACT OR OMISSION; OR (II) LOSS OF PROFITS, GOODWILL, USE, DATA THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SERVICES. UNDER NO CIRCUMSTANCES WILL CRUITBAY BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

(B) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CRUITBAY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICES; (III) UNAUTHORIZED ACCESS TO OR USE OF OUR SYSTEMS OR SERVERS AND/OR ANY PERSONAL INFORMATION STORED THEREIN; (IV) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (V) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY; (VI) ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES; (VII) USER CONTENT OR (VIII) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY USER OR THIRD PARTY.

(C) IN NO EVENT SHALL CRUITBAY, ITS SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, SUCCESSORS AND ASSIGNS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO CRUITBAY IN THE 3 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM OR USD \$10, WHICHEVER IS LESSER.

(D) THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, BREACH OF REGULATORY DUTY, LAW, EQUITY OR ANY OTHER BASIS AND EVEN IF CRUITBAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

## 15. 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@patriotnation.com](mailto:info@patriotnation.com).

## 16. AGREEMENT TO ARBITRATE

**This Agreement contains an Arbitration provision, which will, with limited exception, require YOU to submit disputes YOU have against Cruithubay to binding and final arbitration to the extent that the laws of the jurisdiction where YOU reside permit the inclusion of Arbitration provision in these Terms of Use. YOU will only be permitted to pursue claims against Cruithubay on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding, and YOU hereby waive YOUR right to participate in any such class, and YOU further will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.**

If YOU are located in, are based in, have offices in, or do business in a jurisdiction in which this Section 17. is enforceable, the following mandatory arbitration provisions apply to YOU:

### **A. Binding Arbitration**

This Section 15 is referred to in this Agreement as the "**Agreement to Arbitrate**". Unless YOU opt-out pursuant to the opt-out procedures set forth below, YOU agree that any and all disputes or claims that have arisen or may arise between YOU and Cruithubay or its affiliates, whether relating to the Services, this Agreement (including any alleged breach thereof), or otherwise (each a "**Dispute**"), shall be resolved exclusively through final and binding arbitration, rather than a court in accordance with the terms of this Agreement to Arbitrate. YOUR rights will be determined by a neutral arbitrator, not a judge or jury. **YOU UNDERSTAND THAT ABSENT THIS AGREEMENT TO ARBITRATE, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.**

A party who intends to seek arbitration must first send a written notice of the dispute to the other party ("**Notice**"), by certified mail or Federal Express (signature required) or, in the event that we do not have a physical address on file for YOU, by electronic mail.

The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, YOU or Cruithubay may

commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by YOU or Cruitbay shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.

**Additional Requirements Applicable to USERS in the United States or any other Jurisdiction not Expressly Identified Herein:** The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**"), including the AAA's Supplementary Procedures for Consumer-Related Disputes, each available at [www.adr.org](http://www.adr.org), or such other alternative dispute resolution body and arbitration rules that may be mutually agreed upon by YOU and Cruitbay. YOUR arbitration fees and YOUR share of arbitrator compensation shall be governed by such rules. Any arbitration hearings will take place at a location to be agreed upon in New Jersey, provided that if the claim is for \$10,000 or less, YOU may choose whether the arbitration will be conducted (a) solely on the basis of documents submitted to the arbitrator; (b) submitted to the arbitrator; (b) through a non-appearance based telephonic hearing; or (. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, YOU and Cruitbay may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties.

**Additional Requirements Applicable to USERS in Canada:** Disputes shall be referred to ADR Institute of Canada ("**ADRIC**"), including the ADRIC's Arbitration Rules, available at: <http://adric.ca/>, or such other alternative dispute resolution body and arbitration rules that may be mutually agreed upon by YOU and Cruitbay. YOUR arbitration fees and YOUR share of arbitrator compensation shall be governed by such rules. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, YOU and Cruitbay may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties.

**Additional Requirements Applicable to USERS in Australia:** Any dispute, controversy or claim arising out of, relating to or in connection with this contract, including any question regarding its existence, validity or termination, shall be resolved by arbitration in accordance with the ACICA Arbitration Rules. The seat of arbitration shall be Sydney, Australia. The language of the arbitration shall be English. The number of arbitrators shall be one. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, YOU and Cruitbay may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties.

## **B. Restrictions**

YOU and Cruitbay agree that any arbitration shall be limited to the Dispute between Cruitbay and YOU individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

## **C. Exceptions to Informal Negotiations and Arbitration**

YOU and Cruitbay agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of, any of YOUR or Cruitbay intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (3) any claim for injunctive relief.

#### **D. 30 Day Right to Opt Out of Arbitration**

YOU have the right to opt-out and not be bound by the arbitration provisions set forth in this Section 15 by sending written notice of YOUR decision to opt-out to [support@Cruitbay.com](mailto:support@Cruitbay.com) or to the U.S. mailing address listed at the bottom of this Agreement. The notice must be sent to [support@Cruitbay.com](mailto:support@Cruitbay.com) within thirty (30) days of YOUR registering to use the Services or agreeing to these terms, otherwise YOU shall be bound to arbitrate disputes in accordance with the terms of those sections. If YOU opt-out of these arbitration provisions, we also will not be bound by them.

## **17. GENERAL**

#### **A. Governing Law and Location**

**The Services are controlled and operated by Cruitbay from within the United States of America. Cruitbay makes no representations that the Services or the materials available via the Services, are appropriate or available for use in locations outside of the United States, Canada, Australia, New Zealand, or India (in accordance with the Applicable Website). Those who choose to access the Services from other locations do so on their own initiative and are responsible for compliance with all United States of America, Canadian, Australian, New Zealand, and/or Indian laws (as applicable and in accordance with the Applicable Website) as well as local laws, if and to the extent local laws are applicable.**

Unless otherwise required by a mandatory law, this Agreement and any Disputes shall be governed by the internal substantive laws of the State of New Jersey, without respect to its conflict of laws principles. An arbitrator shall not be bound by rulings in prior arbitrations involving different USERS, but is bound by rulings in prior arbitrations involving the same USER to the extent required by applicable law. Except as otherwise expressly provided in this Agreement, all arbitration and other litigation in a court of competent jurisdiction of any dispute between YOU and Cruitbay related to this Agreement shall be located in Monmouth County, New Jersey.

**YOU may not use the Services if YOU are a resident of a country embargoed by the United States, Canada, Australia, New Zealand and/or India, or are a foreign person or entity blocked or denied by the United States, Canadian, Australian, New Zealand, or Indian governments.**

#### **B. Assignment**

This Agreement shall be personal to YOU and YOU may not assign, transfer, sublet, lease or delegate all or any of YOUR rights and obligations, without the prior written consent of the General Counsel of Cruitbay or his/her designee. Cruitbay can assign this Agreement or delegate its obligations without restriction and at its sole discretion, other than as required under applicable law.

#### **C. Relationship of the Parties**

Nothing in this Agreement shall be construed as making either party the partner, joint venturer, employer, contractor or employee of the other. Cruitbay in no way makes any statements or

representations as a result of use of its services or by virtue of any information that it desciminates except as set out in this Agreement, only YOU and Cruitbay may enforce this Agreement as this contract is between YOU and Cruitbay; no other party shall be entitled to enforce the terms of this Agreement.

#### **D. Notification Procedures**

Cruitbay may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to YOU via email notice, written or hard copy notice, or through conspicuous posting of such notice on our websites, as determined by Cruitbay in its sole discretion. Cruitbay reserves the right to determine the form and means of providing notifications to USERS, provided that YOU may opt out of certain means of notification as described in this Agreement. Cruitbay is not responsible for any automatic filtering YOU or YOUR network provider may apply to email notifications we send to the email address YOU provide us. We recommend that YOU add [businessaffairs@Cruitbay.com](mailto:businessaffairs@Cruitbay.com) to YOUR email address book to help ensure YOU receive email notifications from us.

Under California Civil Code Section 1789.3, California USERS of the Services receive the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

#### **E. Entire Agreement**

This Agreement, together with any amendments and any additional agreements YOU may enter into with Cruitbay in connection with the Services, shall constitute the entire agreement and understanding between YOU and Cruitbay concerning the Services. YOU acknowledge and agree that YOU have not relied upon any statement, promise or representation made or given by or on behalf of Cruitbay, which is not set out in this Agreement or any document expressly referred to herein.

#### **F. Compliance with Laws**

YOU agree to comply with all applicable laws, regulations and ordinances in the use of the Services and the conduct of YOUR activities.

#### **G. Confidentiality**

Pursuant to YOUR use of the Services, YOU may receive information or be exposed to features and functionality that are not known or available to the general public, including, but not limited to, login credentials, technology, API Keys, dashboards, widgets, insertion codes, salary data and Salary Data Displays, and guidelines and documentation relating to the Services ("**Confidential Information**"). YOU agree that: (a) all Confidential Information will remain the exclusive property of Cruitbay; (b) YOU will use Confidential Information only as is necessary for YOUR use of the Services and in accordance with this Agreement; (c) YOU will not disclose Confidential Information to any third party; and (d) YOU will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Agreement. YOU further agree not to share with, or otherwise disclose to, any third party, log-in credentials or any other mechanism that permits access to the Services or any other non-public area of the Cruitbay websites.

#### **H. Equitable Relief**

YOU acknowledge that a breach by YOU of any provision of this Agreement, including but not limited to, confidentiality or proprietary rights provisions may cause Cruitbay irreparable damage, for which the award of damages would not be adequate compensation. Consequently, Cruitbay may institute an action to enjoin YOU from any acts in violation of such provisions, which remedy shall be cumulative and not exclusive, and additionally, Cruitbay may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which we may be entitled at law or in equity.

#### **I. No Publicity.**

YOU shall not publicly disclose, issue any press release nor make any other public statement, nor otherwise communicate with the media, concerning the existence of this Agreement or the subject matter hereof, or the relationship with us without the prior written approval of our legal department. YOU may disseminate publicly available information concerning Cruitbays services. YOU further agree not to misrepresent or embellish YOUR relationship with us. YOU agree to refer any inquiry that YOU receive from the media or other third parties, concerning this Agreement, the Services, and/or Cruitbay, to our legal department at: [businessaffairs@Cruitbay.com](mailto:businessaffairs@Cruitbay.com).

#### **J. Electronic Contracting.**

YOUR use of the Services includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY THIS AGREEMENT, AND THAT YOUR INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO TRANSACTIONS YOU ENTER INTO ON ANY CRUITBAY WEBSITE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS.

#### **K. Miscellaneous.**

Any waiver of any provision of this Agreement will be effective only if in writing and signed by Cruitbay. No failure or waiver by Cruitbay to exercise, or to delay in exercising, any rights hereunder shall operate as a waiver of any right and/or provision, nor shall any single or partial exercise of any right hereunder by Cruitbay preclude any other or future exercise of that right or any other right hereunder by Cruitbay. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from this Agreement.