

WerkApp General Terms of Service

Last Updated: October 10, 2018.

A. The following terms and conditions apply to all Job Seekers, Workers, Employers, and other users who access or use the Site, or otherwise indicate their acceptance to this Agreement.

1. The WerkApp Services

WerkApp (hereinafter, all references on the site to “Werk Technologies”, “Werk Technologies Inc.”, or “Werk” are referred to as “WerkApp”) may make available certain job listings and other job-related contents, through the Site and communication from WerkApp through SMS or Mobile Application (your standard SMS rates, or Data rates with your phone provider will apply). Job Listings are created and provided by third parties over whom WerkApp exercises no control; you acknowledge and understand that we have no control over Job Listings. The Job Listings contained on, or linked from, the Site are indexed or posted in an automated manner. **WerkApp does not have any obligation to screen any Job Listing, or to include any Job Listing in its search results or other listings and may exclude or remove any Job Listing from the Site for any or no reason.** We cannot confirm the accuracy or completeness of any Job Listing or other information submitted by any employer or other user, including the identity of such employer or other user. WerkApp assumes no responsibility, and disclaims all liability, for the content, accuracy, completeness, legality, reliability, or availability of any Job Listing.

1(a) Notice to Users Applying to Jobs Through WerkApp: If you are a Werker or Job Seeker (hereinafter, all references on the site to “Employee”, “Job Seeker”, “Werker”, or “Worker” are referred to as “Workers” or “Werkers” in plural form), any Profile (may include, but not limited to Profile Picture, Government ID’s, SIN number, Direct Deposit Information) or application information (may include, but not limited to Profile Picture, Government ID’s, SIN number, Direct Deposit Information) that you submit through the Site is subject to this Agreement (including Section 4 below) and to WerkApp’s Privacy Policy. Without limiting the foregoing, however, please note that by creating a public WerkApp Profile through the Site, you are requesting and authorizing WerkApp to make available your profile to any Employer that WerkApp believes may have an interest in your services. By creating a WerkApp Profile, WerkApp may contact you to share Job Listings with you that match the contents of your WerkApp Profile. In addition, when you indicate your interest, or acceptance in a Job Listing through WerkApp SMS job alerts, or Mobile Application Notifications (hereinafter, all references on the Site to “Accept Job”, “Accept Shift”, “Accept Work”, “Accept work from your phone”, or any similar references are referred to as “WerkApp Job Alerts”) you are requesting and authorizing WerkApp to communicate your acceptance of the shift and/or job request from the employer, and, you are requesting and authorizing WerkApp to make available your WerkApp profile information to the applicable Employer(s) for such Job Listing(s). WerkApp will send you a text message for such WerkApp Job Alerts, and you agree to

accept such text message reminder on your cell phone including messages sent by automated telephone dialing system. Your standard SMS rates, or Data rates with your phone provider will apply. Please note that since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. We also cannot vouch for the technical capabilities of any third parties to receive such text messages.

When you ask WerkApp to transmit your WerkApp profile information, or a message to an Employer via WerkApp Job Alerts or WerkApp's communication system or store such application, you understand that this is without warranty, and that WerkApp reserves the right to reformat such profile or message. WerkApp may also insert functionality into messages relating to your application allowing you to place calls directly to third parties. Please note this functionality is provided solely as a courtesy and that such calls are not placed through or tracked by WerkApp. Your standard calling rates with your phone provider will apply. WerkApp also does not guarantee that any Employer will receive, be notified about, access, read or respond to any such WerkApp profile or application material, or that there will be no mistakes in the transmission or storage of the data. However, WerkApp may alert you when any of the above events occur. WerkApp may also send you emails from the career or hiring guides as part of its services to you. These emails may include but not be limited to, tips on improving your Profile or how to use your Profile effectively in the job search process, commonly asked interview questions, next steps after you have submitted an interest through the WerkApp Job Alerts, and how to prepare for a new job after you have been hired.

WerkApp will send you a text message interview reminder from WerkApp when the Employer has scheduled interviews with you. In such an event WerkApp will use the phone number on the WerkApp profile set up by you. When you enter your phone number in your WerkApp Profile, you are representing and confirming it is your number and you have the right to accept text messages at the number. WerkApp will send you a text message reminder for such interview and you agree to accept such text message reminder on your cell phone including messages sent by automated telephone dialing system. Please note that since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. We also cannot vouch for the technical capabilities of any third parties to receive such text messages.

In addition, by using WerkApp, you agree that WerkApp is not responsible for the content of the Employer's application form, messages, possible application questions, testing assessments or their format or method of delivery and that WerkApp does not guarantee receipt of your WerkApp Profile by the Employer, or your receipt of messages from the Employer. Please note that WerkApp does not choose the questions asked by Employers or decide the job qualification criteria of Employers. **If you require alternative methods of screening or application, you must approach the Employer directly to request such as WerkApp is not responsible for the Employer application process.**

By using WerkApp Job Alerts and answering possible application questions, you acknowledge that Employers may have instructed WerkApp to send out rejection notices if you have not answered the questions in a manner that the Employer so wishes, and you acknowledge that WerkApp has no discretion in the transmission of these rejections. When you apply to a job using the WerkApp Job Alerts system, WerkApp will attempt to send your profile to the contact information provided to us by an Employer or their Agent. We cannot vouch for the validity of such contact information provided to us. If you do not feel comfortable sending an application, your profile, or messages in this manner or having your application, profile, or messages stored on WerkApp, do not use the WerkApp Job Alerts or WerkApp communication functions and please send your application, profile, or messages directly to the Employer by whatever other method you so choose. Additionally, you consent to your application, profile, and any responses sent to you by the Employer (including offer letters) through WerkApp being processed and analyzed by WerkApp according to this Agreement and WerkApp's Privacy Policy. WerkApp shall store such information regardless of whether a job vacancy has been filled. WerkApp may use your application materials (including public Profiles and responses to screener questions) to determine whether you may be interested in a Job Listing, and WerkApp may reach out to you about such Job Listing. **WerkApp does not guarantee the identity of an Employer or any individuals working for any Employers, and cautions Werkers when applying to jobs. WerkApp does not guarantee the validity of a job offer and cautions Werkers to verify the validity of a job offer before taking an adverse action regarding their current employment situations. Werkers are solely responsible for verifying the accuracy of any Employer or job offer.**

1(b) If you are an Employer, when you create a WerkApp account, or post a Job Listing on the Site, you agree that this Agreement and all of WerkApp's policies, including the WerkApp Privacy Policy and Cookie Policy, apply to you and to the Werkers indicating an interest in such Job Listings. You also agree that, as a service to Werkers, WerkApp may activate its WerkApp Job Alerts communication function for use in connection with such Job Listing, and that any Werkers who wish to indicate an interest in such Job Listing may only do so through WerkApp Job Alerts, and that WerkApp will send applications, or Werker profiles to the email address, user accounts, and cell-phone number you provide us with. When you use the WerkApp Job Alerts communication function, you acknowledge and agree that WerkApp may add certain functions into the email, which allows you to take actions regarding the Werker including setting up an interview, viewing a profile and rejecting a candidate, and that you consent to WerkApp monitoring and analyzing these actions. When using the WerkApp Job Alerts function, WerkApp will attempt to send applications, and Werker profiles to the contact information provided to WerkApp by you, the Employer. WerkApp has no ability to verify the contact information provided by You. In the event You provide incorrect contact information, it shall be your responsibility to correct, appropriately respond, or take any steps necessary to protect the privacy of such Werkers, and you indemnify WerkApp for any damages resulting therefrom. In addition, WerkApp may, on your behalf, send out reminder emails to Werkers you wish to interview. WerkApp may also send emails, and text messages to Werkers on your behalf indicating that your Job Listing, or company is

potentially a match for the Werker's WerkApp profile. WerkApp is not responsible for the content of your emails, application form, application questions or their format, and disclaims all liability for such content, including as to whether such content is legal. WerkApp further does not guarantee delivery, your receipt of the Werker's emails or application materials, or that there will be no mistakes in the transmission or storage of the data. In the event a message being sent is intended for a closed account, these messages will not be deliverable. When you use application questions, you may be given the option to instruct WerkApp to send out rejection notices if the Werker has not answered the questions in the manner set forth in the online instruction. If you choose such option, you agree you are instructing us to send out rejection notices to such candidates and set them to rejected in your Employer dashboard. You further acknowledge that WerkApp has no discretion in the transmission or storage of these or all other rejection notifications (which is purely mechanical), that transmission or storage is not guaranteed, and that the Werker may not have answered the screener questions accurately. You agree that WerkApp may take action to try to identify and reduce spam applications. WerkApp does not verify the identity of any Werkers who apply to your job listing, nor does WerkApp know a Werker's motivation for applying to your job listing, and thus provides no guarantee as to the Werker's qualifications or interest in your job listing. You agree that WerkApp Job Alerts is presented to you without warranty and WerkApp assumes no responsibility for the communications between you and the Werker, which communications are yours' and the Werkers' sole responsibility. If you do not feel comfortable contacting a Werker through WerkApp's communication functions, do not use the WerkApp communication functions and please contact the Werker via the personal information provided in such Werker's Profile or application or by whatever method you so choose. When you respond to or contact a Werker who has used WerkApp, or WerkApp Job Alerts, you are providing information to WerkApp and requesting and authorizing us to make available such information to the applicable Werker. Additionally, you consent to Werkers' interest, or acceptance and any responses sent by you through WerkApp being processed and analyzed by WerkApp according to this Agreement and WerkApp's Privacy Policy. WerkApp shall store such information regardless of whether a job vacancy has been filled. You are responsible for the contents of any Job Listings that you post, and any messages that you send through WerkApp Job Alerts or otherwise, including any questions for Werkers. You agree that WerkApp may reject or remove any Job Listing, or any questions for Werkers for any or no reason. You shall indemnify, defend and hold harmless WerkApp, its agents, affiliates, and licensors from any third-party claim or liability (including without limitation reasonable legal fees) arising out of any Job Listing or screener questions (or answers thereto) posted by you, or any message sent by you (including any questions for Werkers contained in any of the foregoing). WerkApp may provide analytics data regarding your Employer account to anyone at your company at WerkApp's discretion. To the extent permitted by law, if you have an unpaid or outstanding invoice or account balance for any WerkApp product, WerkApp reserves the right to suspend or terminate your use of that WerkApp product as well as any other WerkApp product, including but not limited to those WerkApp products where you do not have an unpaid invoice or account balance.

1(c) Regardless of whether you are an Employer or Werker, when you view, send, store or receive materials (including Job Listings, Profiles, and messages) through or using the Site, WerkApp may, for example, use such materials for data analysis, quality control, or to refine the Site or any other WerkApp product or service (including to provide better search results and other listings for Werkers and Employers), whether via automated means or otherwise. When an Employer views, sends, stores or receives materials through or using the Site, WerkApp may also inform a Werker that an Employer has taken an action with regards to a Werker's Profile or application such as opening the Profile or application, viewing the Profile or application, responding to the Profile or application, and making a decision with regards to the application, and you hereby consent to WerkApp taking such actions. WerkApp assumes no responsibility, and disclaims all liability, for the content, accuracy, completeness, legality, reliability, or availability of any job listing, job solicitation, screener question, answer to screener question, Profile information you post, send or receive through the Site. If you see any inaccuracy in any such material, it is your responsibility to correct such information or to contact WerkApp to do so.

1(d) Regardless of whether you are an Employer or Werker, WerkApp may use application materials (including Profiles and responses to screener questions) and the recency of your activity on WerkApp to determine whether the words of any Werker's Profile and answers to screener questions match the words of a Job Listing or Profile query, and vice-versa. Regardless of whether you are an Employer or Werker, you agree and consent that WerkApp may differentiate those matching Profiles and screener questions from those that do not match and present them to Employers as matches or not matches. WerkApp may also use such information in order to improve the Site or any other WerkApp product or service (including by displaying or otherwise making available potentially relevant Job Listings and Profiles to Werkers and Employers).

1(e) Regardless of whether you are an Employer or Werker, WerkApp may provide certain categories of information to you for informational purposes only. For example, WerkApp may provide you with data regarding estimated salaries for a certain Job Listing, or about estimated applies to a Job Listing you may receive as an Employer. These figures provided by WerkApp are estimates given for informational purposes only, and they are subject to change or varying levels of accuracy. WerkApp may also include salary or wage estimations on pages other than Job Listings on the Site. Please note that all compensation related figures are approximations based upon multiple third-party submissions to WerkApp. These figures are given to WerkApp users for the purpose of generalized comparison only. Minimum wage may differ by jurisdiction and you should consult the employer for actual compensation figures.

1(f) Regardless of whether you are an Employer or Werker, WerkApp may provide certain types of career-related or hiring-related information on its Site. All information contained in any WerkApp career or hiring guide is for informational purposes only and is in no way to be construed as professional career counseling or staffing services. You understand that WerkApp may give suggestions or information regarding best-practices,

however, you understand that it is ultimately your responsibility to determine how to pursue your job search or candidate search. You further understand that in providing any such career or hiring guides, WerkApp is not acting as a job placement agency or staffing firm. You also understand that by referring to or using such career or hiring guides, you are not guaranteed job interviews, job placement, assurance of being hired, job candidates, or hires, and you take full responsibility for use of these services or guides. As a user of the Site, WerkApp may, from time to time, send you emails from the career or hiring guides as part of its services to you. These emails may include but not be limited to, tips on improving your Profile or how to use your Profile effectively in the job application process, commonly asked interview questions, next steps after you have submitted an application, and how to prepare for a new job after you have been hired.

1(g) Regardless of whether you are an Employer or Werker, WerkApp may provide you an online questionnaire relating to your industry and/or your hiring or job searching needs. WerkApp may match a Werker's responses to such questionnaires to determine, on the basis of the Employer's responses to a questionnaire about its industry and/or hiring needs, whether such Werker would match the Employer's hiring criteria as specified in the Employer's questionnaire responses. In the event WerkApp determines that a Werker matches the Employer's hiring criteria, WerkApp may connect such matching Werker and Employer by sending a note informing both parties of the match, including but not limited to sending an Employer a short description of a Werker taken directly from the Werker's responses to the questionnaire. In all events you will know what data we are providing to either a Werker or Employer, or upon which we relied to make the match, because you have actively submitted it. If the Employer and Werker express interest in each other, you agree WerkApp may provide the Employer with an email address for the Werker either provided by WerkApp or the Werker and, if you are a Werker, you consent to this. Regardless of whether you are an Employer or Werker, by submitting the completed questionnaire, you agree and consent to WerkApp (i) conducting such matching, utilizing only material you have submitted through the questionnaire process, (ii) presenting matching Werkers to Employers, and vice versa and (iii) storing and analyzing such data submitted in response to such online questionnaires.

New: 1(h) If you are a Werker, you take a variety of actions on our Site. For example, you search for jobs, and WerkApp knows and stores the titles of jobs you search for and click on, where those jobs are located, any information, including salary interest or experience of which you have informed WerkApp, or the general salary range or experience level of the jobs you view (if indicated on the Job Listings), the Job Listings you apply to, your amount of activity or time of most recent activity on WerkApp, or any of your other behavior on the WerkApp site, when you use WerkApp. You know exactly what this data is because you are the person who undertook the activity and the data pertains only to your activity. If you have an WerkApp account or a WerkApp-hosted Profile, you agree that WerkApp may use this observed factual data to suggest jobs to you and to suggest you or your public Profile to Employers that might be interested in a person who matches your behavior on WerkApp. You also agree that WerkApp may

contact you based on this observed behavior for Employers or for WerkApp itself. Please note, although information may be sent to you by a third party through the WerkApp system, the behavior does not include information communicated to you. However, WerkApp may publicly display the fact that you have recently used the WerkApp Site or the fact that you have recently used the WerkApp system to correspond with a third party. **In addition, if your Profile is active, WerkApp may share all of the aforementioned information about yourself with third-party Employers. If you do not wish to share such information, you may deactivate your account.**

1(i) If you are a Werker, please note that WerkApp may automatically send you recommended jobs via the email address, or cell-phone number you use to create an WerkApp account or apply to a job. WerkApp may determine what these recommended jobs are on the basis of a variety of factors, including but not limited to, any information you input on the Site about yourself, searches you run on the Site, jobs you click on, jobs you apply to, or the materials you provide in a job application to an Employer through WerkApp.

1(j) Screening Tools: WerkApp may make screening tools available to Employers for Employer use in the application process, including screener questions, phone screen tools and employee assessments. WerkApp is licensing these tools to you for your use as you determine. By using any screening product, made available to you by WerkApp, you agree that you have made the determination to use these tools as part of your application process, and the substantive questions you ask or choose are solely determined by you, and are not being asked by WerkApp. You are the sole party to determine which answers will qualify a candidate. You are solely responsible for the use of the screening tool including any results which are considered to have a “disparate impact”. **You further acknowledge that you are responsible for offering alternative methods of screening, if so required by the local jurisdiction laws.** WerkApp does not warrant that the method of delivery of these questions would be compliant with the any local jurisdiction laws. You the Employer agree to indemnify WerkApp for any and all claims arising out of an Employer’s use of a Screening Tool, including any claims that any screening tool does not comply with the local jurisdiction laws, or that such Screening Tool results in a “disparate impact”.

1(k) Regardless of whether you are a Werker or an Employer, any emails or email notifications corresponding with any actions you take on the Site through the WerkApp Job Alerts process are provided solely as a courtesy. WerkApp disclaims all warranties with regards to the transmission or storage of such courtesy notices, does not guarantee their delivery or receipt, and does not guarantee the date or time at which they may be sent. In the event a message being sent is intended for a closed account, these messages will not be deliverable. Further, if you are an Employer and you posted a Job Listing directly on WerkApp, applications are sent only to your WerkApp dashboard; any other notifications you may receive are provided solely as a courtesy to you. For example, you may not receive application email notifications if a Werker has

not answered screener questions correctly, although these applications will be sent to your WerkApp dashboard.

1(l) WerkApp may offer beta test products which have different pricing models for posting your Job Listing, including but not limited to payment for candidates you deem to be qualified. These beta test products may be offered in limited quantities, in limited locations, and for limited job categories in order to gauge interest. WerkApp reserves the right to offer “money back” either via a refund or simply not invoicing you for payment. WerkApp further reserves the right to change the terms or parameters of any beta test product at any time.

1(m) When you post a Job Ad directly on WerkApp, WerkApp may automatically generate for you a Company Page. You authorize WerkApp to claim such Company Page for you on your behalf, which will be marked as a “Claimed Profile” and allows you to edit and add information to the Company Page. Company Pages allow User Content to be posted by individuals that may not be affiliated with the Company that owns the Company Page, including but not limited to the answers to Q&A questions on Company Pages. Additionally, WerkApp may include all of your Job Ads posted on the Site on your Company Page, including but not limited to those posted directly on WerkApp as well as those indexed by WerkApp. You agree that you are solely responsible for any content you put on a Company Page, whether generated by or for you, including but not limited to photograph(s) or videos you provide, and third-party websites reachable from content you put on a Company Page. WerkApp reserves the right to change or remove these features at any time, in WerkApp’s sole discretion. Additionally, these features may include analytics or other figures, which WerkApp does not guarantee the accuracy of, and you are responsible for determining their suitability for your intended use or purpose.

2. External Sites

The Site contains links to other sites on the Internet which are owned and/or operated by third-party vendors and other third parties (the “External Sites”). You acknowledge that WerkApp is not responsible or liable for any such third parties or for the availability of, or the materials located on or through, any External Sites. You should contact the site administrator or webmaster for the applicable External Site if you have any concerns regarding such links or the materials located on an External Site.

In addition, WerkApp may provide you with links to certain third party sites that offer you services for your use or benefit. We may stop offering any such third party sites or services at any time. If you choose to use such third party sites or services, you enter into an agreement with such third party alone at your own risk. When entering into an agreement with such parties, you are giving them your data directly and your rights and their obligations are determined by their privacy policies and terms of service. We are not responsible for any content or services provided by these third parties, and disclaim all liability from anything that may occur when you utilize such third parties. We are additionally not responsible for any payment that may be asked of you by such third

party. You will be notified on the site that these are third party sites and services, and not WerkApp.

3. Use of Site

You are not permitted to use WerkApp's Site or its content other than for non-commercial purposes. Use of any automated system or software, whether operated by a third party or otherwise, to extract data from the Site (such as screen scraping or crawling) is prohibited. WerkApp reserves the right to take such action as it considers necessary, including issuing legal proceedings without further notice, in relation to any unauthorized use of the Site. If you wish to make commercial use of the Site, if you wish to make use of the Site in any capacity other than that of a Jobseeker or Employer, or if you wish to purchase WerkApp services that utilize the Site, you must have a prior written agreement with WerkApp to do so, or have accepted WerkApp's online terms of service. Please [contact us](#) for more information. We reserve the right at all times (but will not have any obligation) to terminate users, and reclaim usernames or URLs, for any reason.

4. User Content

Some parts of the Site, such as message boards and forums, may allow users to post Job Listings, Profiles (including, but not limited to SIN number, Government ID, Direct Deposit Information, Profile Picture, or any other related information), information, text, images, audio, video, messages, and other materials (any such materials that a user submits, posts, displays, or otherwise makes available on or through the Site, or any materials that a user submits to WerkApp, where it is stated that such materials may be posted on the Site, are referred to herein as "User Content"). Such functionality is designed to help users obtain career and company information, facilitate communication, discuss ways to make career decisions, and to let users know of jobs. User Content is provided by third-party contributors, many of whom may use anonymous screen names. User Content may be inaccurate, incomplete, misleading or deceptive. For example, the Site hosts Company Pages, which allow User Content to be posted by individuals that may not be affiliated with the Company who owns the Company Page, including but not limited to the answers to Q&A questions on Company Pages. WerkApp does not endorse and is not responsible for any User Content, including any opinion, advice, information, or statement contained therein. Certain elements of WerkApp job search results pages may appear to be content produced by WerkApp, but are actually a reproduction of user-generated search queries. You acknowledge that by accessing the Site, you may come into contact with content (including User Content) that you find harmful, offensive, threatening, indecent or objectionable, including, but not limited to, explicit language and other potentially offensive material, and you acknowledge that WerkApp shall have no liability with respect to such content.

You must not post any User Content that is unlawful, fraudulent, discriminatory, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, or that

contains sexual, ethnic, racial or other discriminating slurs, or that contains no relevant or constructive content. You must also not post any User Content that contains proprietary information, trade secrets, confidential information, advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us in writing) or encourages or causes spamming or flooding.

You understand that posting any User Content containing official identification information (whether your own or of another person), such as social security number, passport number, national identification number, insurance number, driver's license number, immigration number, or any other similar number, code, or identifier, is at your own will. Posting such identification information may lead to identity theft and other adverse consequences. WerkApp may remove any such identification information, but does not undertake any obligation to do so, and has no responsibility and disclaims all liability for any posting of such identification information. WerkApp reserves the right to change the display of Profile on its Site, including, but not limited to, hiding fields, rearranging its format, and changing visual elements.

Although WerkApp has no obligation to do so, WerkApp may monitor User Content, and reserves the right to delete any User Content or portion thereof that, in WerkApp's sole discretion, violates the above rules, including any User Content that is unrelated to the specific portion of the Site on which it is posted, or that is an advertisement, recruiting or other commercial message, or that WerkApp deems in its sole discretion to be inappropriate. If you believe that any User Content violates this Agreement or our policies, please [contact WerkApp](#) immediately so that we may have the opportunity to consider its removal. For clarity, WerkApp does not have any obligation to remove any User Content, and the interpretation of whether any User Content violates any WerkApp policy will always remain within the sole discretion of WerkApp.

WerkApp reserves the right to disclose all User Content and other relevant information, and the circumstances surrounding their transmission, to any third party in connection with operating the Site; to protect itself, its affiliates, its partners and its visitors; and to comply with legal obligations or governmental requests. This means, for example, that WerkApp may honor subpoenas, search warrants, law enforcement or court-mandated requests to reveal a user's electronic address and identity, or other properly requested information. As an Employer, when you post a Job Listing on WerkApp that you choose to list as confidential, your identity may be discoverable by request from the government or law enforcement.

Without limiting the generality of the foregoing, WerkApp reserves the right (but is under no obligation) to remove any Job Listing that directly or indirectly discriminates against Werkers. Direct discrimination means, for example, that a Job Listing specifically makes clear that only Werkers matching a certain criteria are wanted, thereby excluding others because of, for example, their gender, race, age or disability. Indirect discrimination means, for example, that a Job Listing implicitly excludes certain classes of Werkers by making it impossible for them to qualify for the job requirements. You understand and

agree that it is your responsibility to refrain from posting any Job Listing that directly or indirectly discriminate against Werkers or otherwise violate applicable law.

5. License to User Content and Feedback

Only to the extent permitted by law, if you post content or submit material to WerkApp, including but not limited to photographs or material you submit for a job solicitation hosted on WerkApp, you grant WerkApp a nonexclusive, worldwide, perpetual, (revocable only as described below), fully paid, royalty-free, sublicensable (through multiple layers of sub-licensees) right and license to make, use, sell, sublicense, reproduce, distribute, perform, display, prepare derivative works from and otherwise exploit all such content and materials for the purpose of publishing material on the WerkApp website or its publisher partners, maintaining the WerkApp website and promoting WerkApp without restriction. Furthermore, you grant to WerkApp, its affiliates, and sublicensees the license to use your name, user name, and/or trademarks and logos in connection with any such User Content or WerkApp marketing materials, or actions by WerkApp to promote or publicize such User Content (e.g. Job Listings) including the use of keywords in third-party internet search engines. Notwithstanding the foregoing, to the extent any Employer(s) submits photographs to WerkApp for association with a particular Job Listing, WerkApp shall not post such content anywhere other than the Employer(s)'s Job Listing.

You represent and warrant that: (i) you own the User Content that you submit, post, display, or otherwise make available on or through the Site, or that you otherwise have the right to grant the license set forth in this section, (ii) such User Content, and its submission, posting, display or availability on or through the Site does not violate applicable law or the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person or entity, and (iii) such submission, posting, display or availability on or through the Site does not result in any breach of contract between you and any third party. You agree to pay for all royalties, fees, damages, and any other monies owed to any person or entity by reason of such User Content. You agree to defend, indemnify and hold harmless WerkApp and its affiliates from any claims resulting from any such User Content. If you wish to request to revoke the license granted by you in this Section for any such User Content, please send a certified letter of request to the postal address listed above with a copy of your passport or national identity card (for identity verification purposes) and request removal of such User Content. Your certified letter of request must include (a) the signature of the applicable rights holder for such User Content or a person authorized to act on behalf of the rights holder; (b) identification of the User Content for which the license is to be revoked, and information reasonably sufficient to allow WerkApp to locate and remove such User Content on the Site; (c) your name, address, telephone number, and email address; (d) a statement that you have a good faith belief that you are the rights holder or authorized by the rights holder to revoke the license for the designated User Content; and (e) a statement that the information in the request is accurate, and under penalty of perjury, that you are the rights holder or are authorized to act on behalf of the

rights holder with respect to such User Content. There may be a charge for answering and executing such a request; please contact WerkApp for more details.

At your discretion, you may provide feedback and related materials to WerkApp concerning the functionality and performance of the Site from time to time, including, without limitation, identifying potential errors, improvements, modifications, bug fixes, or enhancements (“Feedback”). If you, through your evaluation or otherwise, provide any Feedback, you hereby grant to WerkApp a nonexclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple layers of sublicensees) right and license to make, use, sell, sublicense, reproduce, distribute, perform, display, prepare derivative works from and otherwise exploit all such Feedback for any purpose without restriction. You agree that WerkApp may disclose any or all Feedback to any third party in any manner, and you agree that WerkApp may sublicense any or all Feedback in any form to any third party without restriction. By providing any Feedback, you agree that your provision of such Feedback is gratuitous, unsolicited and without restriction, and will not place WerkApp under any fiduciary, confidentiality or other obligation, and that we are free to use such Feedback without any additional compensation to you, and free to disclose such Feedback on a non-confidential basis or otherwise to anyone. You further acknowledge that, by accepting any Feedback, WerkApp does not waive any rights to use similar or related ideas previously known to WerkApp, or developed by its employees, or obtained from sources other than you.

6. Site Rules

You agree not to access (or attempt to access) the Site by any means other than through the interface that is provided by WerkApp, unless you have been specifically allowed to do so in a separate, written agreement with WerkApp. You agree that you will not engage in any activity that interferes with or disrupts the Site (or the servers and networks which are connected to the Site). Unless you have been specifically permitted to do so in a separate, written agreement with WerkApp, you agree that you will not crawl, scrape, reproduce, duplicate, copy, sell, trade or resell the Site for any purpose. You agree that you are solely responsible for (and that WerkApp has no responsibility or liability to you or to any third party for) any breach of your obligations under this Agreement and for any consequences (including any loss or damage which WerkApp may suffer) of any such breach.

You agree that you shall not transmit to WerkApp or upload to or through the Site (whether as User Content or otherwise) any Harmful Code or use or misappropriate the Site for your own commercial gain. “Harmful Code” shall mean any software (sometimes referred to as “viruses,” “worms,” “Trojan horses,” “time bombs,” “time locks,” “drop dead devices,” “traps,” “access codes,” “cancelbots” or “trap door devices”) that: (a) is designed to damage, disrupt, disable, harm, impair, interfere with, intercept, expropriate or otherwise impede in any manner, any data, storage media, program, system, equipment or communication, based on any event, including for example but not limited to (i) exceeding a number of copies, (ii) exceeding a number of users, (iii) passage of a period of time, (iv) advancement to a particular date or other numeral, or (v) use of a

certain feature; or (b) would enable an unauthorized person to cause such result; or (c) would enable an unauthorized person to access another person's information without such other person's knowledge and permission. Without limiting the foregoing and by way of example only, users may not:

- Generate or facilitate unsolicited commercial email ("spam"). Such activity includes, but is not limited to:
 - sending messages in violation of the CAN-SPAM Act under U.S. law or any other applicable anti-spam law;
 - imitating or impersonating another person or his, her or its email address, or creating false accounts for the purpose of sending spam;
 - data mining any WerkApp property;
 - sending messages to users who have asked not to be contacted;
 - selling, exchanging or distributing to a third party the contact information of any person without such person's knowledge of, and continued consent to, such disclosure; and
 - using WerkApp Profile contacts in violation of WerkApp policy, as determined by WerkApp, including, for example, as indicated by low response rates from those persons contacted.
- Send, upload, distribute or disseminate any unlawful, defamatory, harassing, abusive, fraudulent, infringing, obscene, or otherwise objectionable content, or offer to do the same. WerkApp may block the transmission of such content.
- Intentionally distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other Harmful Code or items of a destructive or deceptive nature.
- Conduct or forward pyramid schemes or similar programs.
- Transmit content that may be harmful to minors.
- Impersonate another person (via the use of an email address or otherwise) or otherwise misrepresent yourself or the source of any email.
- Transmit another's intellectual property or other proprietary or confidential information without such owner's or licensor's permission. Users who repeatedly post intellectual property owned by others will be banned from WerkApp.
- Violate the legal rights (such as rights of privacy and publicity) of others.
- Promote or encourage illegal activity.
- Interfere with other WerkApp users' enjoyment of the Site.
- Create multiple user accounts in connection with any violation of the Agreement or create user accounts by automated means or under false or fraudulent pretenses.
- Sell, trade, resell or otherwise exploit for any unauthorized commercial purpose, or transfer, any WerkApp account.
- Modify, adapt, translate, or reverse engineer any portion of the Site.
- Remove any copyright, trademark or other proprietary rights notices contained in or on the Site.
- Reformat or frame any portion of the web pages that are part of the Site without WerkApp's explicit written permission.
- Contact other WerkApp users about multi-level marketing (MLM) programs, jobs that require payment to start, or any topics WerkApp considers detrimental to its users.

- Create multiple WerkApp accounts without permission.
- Create multiple WerkApp accounts not under your corporate or company name, in order to attempt to achieve higher visibility in the free-to-post system.
- Bypass any limitations or suspensions of functionality.
- Provide false information.
- Scrape the WerkApp Profile database
- Scrape or otherwise replicate any WerkApp content for competitive purposes

WerkApp reserves the right to use any User Content (including the content of messages or material sent through or to the Site or WerkApp) to prevent potentially illegal or tortious activities, or any other activities that are detrimental to other users. WerkApp reserves the right to use a variety of methods to detect and block the above anomalous activity and to screen User Content to prevent abuse such as spam or fraud. However, such detection methods are not perfect and false positives may occur. If you use the Site, you consent to WerkApp enforcing these rules or attempting to prevent spam or anomalous activity, which may result in a temporary or permanent suspension or termination of your account or use of certain functions of the Site, including but not limited to the email communication function, for some users, with or without notice, and WerkApp shall not be responsible or liable for any such suspension or termination, including any consequences thereof. WerkApp reserves the right to drop any message with an .ade, .adp, .bat, .chm, .cmd, .com, .cpl, .exe, .hta, .ins, .isp, .jar, .jse, .lib, .lnk, .mde, .msc, .msp, .mst, .pif, .scr, .sct, .shb, .sys, .vb, .vbe, .vbs, .vxd, .wsc, .wsf, .wsh, or .zip attachment for any or no reason. WerkApp further reserves the right to conduct investigations to determine whether you are perpetrating a scam, spamming WerkApp or its users, or otherwise conducting fraudulent activity on WerkApp by various means, including but not limited to investigating your functionality by setting up profiles and names that belong to WerkApp. WerkApp reserves the right to turn over any information gathered via such investigations to the police or other third party if WerkApp has a good faith belief that you are using the Site in violation of these terms.

7. Registration; Contact Information

Some areas of the Site, including areas that may permit you to set up an WerkApp account, require you to register or provide an email address. If you so register, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by our registration form (including your email address) and (b) be responsible for the confidentiality and use of your username and password, and not transfer or resell your use of or access to the Site to any third party. Please note that any individuals with whom you have shared your username and password and who are able to answer verification questions about your WerkApp account may receive access to information regarding your WerkApp account. If you are an Employer, your account is for business use and not for personal use. WerkApp is not responsible and disclaims all liability if your email is used improperly or falsely by a third party. By registering for a WerkApp account, you agree to receive mandatory email updates regarding anomalous activity to your WerkApp account. If you attempt to send an email from a name or email address

that is not true, accurate, current or complete, we reserve the right to drop such email, and attempting to send such email is a violation of our terms.

In some instances, multiple users may be linked to the same account (“a Linked Account”). A Linked Account is created when the primary account owner(s) (“Admin(s)”) of an Employer account invites other users to the same account. Admin(s) may be given the option to give these other users certain levels of access and functionality (“Roles”) within the account, as described on the site. If you are an Admin adding a user to a Role or several Roles, you represent to WerkApp that you are an authorized representative of this account and that you have the authority to allow this data and access to be shared. You further agree to indemnify and hold harmless WerkApp from any allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys’ fees and costs) that result from the sharing of this data and access to your account. You agree that WerkApp assumes no liability in regards to the accuracy of the statements above and that you are fully responsible for said accuracy. When using a Linked Account, any users with access to certain Roles may have access to any or all account information, including but not limited to: communications and actions of all other users and applicants within the Linked Account, Profile contacts, and billing information, and you consent to such access.

We reserve the right at all times (but will not have an obligation) to terminate users or to reclaim usernames or URLs.

You agree that WerkApp may, as part of its services to you, communicate with you, or initiate communication with you on behalf of a third party, through your WerkApp account or through other means such as email, telephone (including mobile phone), or postal mail, including through the use of contact information that you may provide to WerkApp or that WerkApp may otherwise obtain from third-party sources. By providing WerkApp with a mobile phone number, you expressly consent to receiving communication via such mobile number. When you give WerkApp a mobile number and consent to receiving communication, such communications are inherent to the services you have signed up for. To revoke consent at any time, reply to the text with STOP or contact [WerkApp Customer Support](#). You may also revoke your consent by terminating the Agreement through closing your WerkApp account. By enabling two step verification, you verify that you are the owner of the phone number you provided.

8. Disclaimer of Warranties

WerkApp disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, operability or availability of information or material displayed in or linked from the WerkApp search results (including Jobs Listings) or otherwise made available on the Site by WerkApp or third parties (including User Content), regardless of whether paid for or used for free. WerkApp disclaims any responsibility or liability for the accuracy, content, completeness or reliability of information provided by WerkApp for informational purposes only, including but not

limited to, WerkApp Analytics data like estimated applies or organic traffic, and salary information. You acknowledge you are not paying WerkApp for the aforementioned information. WerkApp disclaims any responsibility for the deletion, failure to store, mis-delivery, or untimely delivery of any information, emails, attachments or material (including User Content). WerkApp further disclaims any responsibility for any harm resulting from downloading or accessing any information or material on the Site or on other sites or services on the Internet accessed through the Site. Under no circumstances shall WerkApp be liable to you or any third party on account of your use or misuse of or reliance on the Site. Additionally, under no circumstances shall WerkApp be liable to you or any third party on account of your use or misuse of or reliance on any third party site or service you link to from WerkApp's Site.

WerkApp further disclaims all liability for any technical malfunction of the Site, including but not limited to failure of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email delivery (including attachments), account login, or any other Services provided by WerkApp as a result of technical problems or traffic congestion on the Internet or any third party website (including but not limited to Applicant Tracking Systems (ATSs)) or combination thereof, including injury or damage to your or to any other person's computer, mobile device or other hardware or software, related to or resulting from using or downloading any Content in connection with the Site or Services. Under no circumstances will WerkApp be responsible for any loss or damage to any content or personal injury or death, resulting from anyone's use of the Site, Services, User Content, or third party applications, websites, software or content posted on or through the Site or transmitted to users or any interactions between users of the Site or Services, whether online or offline.

THE SITE, AND ALL MATERIALS, INFORMATION, ADVICE, JOB LISTINGS, CAREER GUIDE, USER CONTENT, PRODUCTS AND SERVICES AVAILABLE ON OR THROUGH THE SITE ARE PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED. WERKAPP AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. WERKAPP AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, DISCLAIM ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SITE, AND ALL MATERIALS, INFORMATION, ADVICE, JOB LISTINGS, USER CONTENT, PRODUCTS AND SERVICES AVAILABLE ON OR THROUGH THE SITE. WERKAPP AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, DISCLAIM ANY WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SITE OR RECEIVED THROUGH ANY LINKS MADE AVAILABLE BY WERKAPP.

YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIAL OR DATA THROUGH THE USE OF THE SITE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM DOWNLOADING OR OBTAINING ANY SUCH MATERIAL OR DATA.

9. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL WERKAPP OR ITS AFFILIATES, OR ITS OR THEIR THIRD-PARTY LICENSORS, BE LIABLE TO ANY USER ON ACCOUNT OF THAT USER'S USE OR MISUSE OF OR RELIANCE ON THE SITE. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, OR OTHERWISE, EVEN IF WERKAPP OR ITS AFFILIATES, OR ITS OR THEIR THIRD-PARTY LICENSORS, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SITE, FROM RELIANCE OR DAMAGE CAUSED BY INFORMATION POSTED ON THE SITE, FROM INABILITY TO USE THE SITE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SITE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). THIS LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SITE OR RECEIVED THROUGH ANY LINKS MADE AVAILABLE ON THE SITE. THIS LIMITATION SHALL ALSO APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA. SUCH LIMITATION SHALL FURTHER APPLY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SITE OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO, THE SITE. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE EXTENT PERMITTED BY LAW, THE MAXIMUM AGGREGATE LIABILITY OF WERKAPP AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT YOU PAID WERKAPP TO USE THE SITE.

Without limiting the foregoing, under no circumstances shall WerkApp or its affiliates, or its or their third-party licensors, be liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its or their reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power

failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

10. Governing Law and Dispute Resolution

If you are a Werker: this Agreement and any dispute arising out of or in connection with this Agreement (“Dispute”) will be governed as to all matters, including, but not limited to the validity, construction and performance of this Agreement, by and under the laws of the Province of Ontario, Canada, if you are located in the Canada, without giving effect to conflicts of law principles thereof. Any and all actions, lawsuits, or other legal proceedings related to such Dispute shall be filed only in courts located in Ontario, Canada. Each of the Parties hereby consent to the exclusive personal jurisdiction of the federal or provincial courts located in Ontario, Canada.

You also hereby waive any right to a jury trial in connection with any action or litigation in any way arising out of or related to your use of the Site or these terms of service, if you are located in the United States, or Canada.

If you are an Employer: this Agreement and any Dispute arising out of or in connection with this Agreement will be governed as to all matters, including, but not limited to the validity, construction and performance of this Agreement, by and under the laws of Ontario, Canada. Any and all actions, lawsuits, or other legal proceedings related to such Dispute shall be filed only in courts located in: Ontario, Canada. Each of the Parties hereby consent to the exclusive personal jurisdiction of the courts located in: Ontario, Canada.

If you are neither a Werker or Employer as defined in this Agreement and are not using the Site as intended by WerkApp, this Agreement will be governed as to all matters, including, but not limited to the validity, construction and performance of this Agreement, by and under the laws of Ontario, Canada.

11. Class Action Waiver

By using the Site and in return for the services offered by WerkApp, you acknowledge that WerkApp can only offer you these services under the terms and conditions as presented herein. As partial consideration for your use of the Site and these services, you (either an Employer or Werker) agree not to sue WerkApp as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against WerkApp regarding your use of the Site. Additionally, as a Werker, your use of the Site is at no charge and you acknowledge that part of the price you are paying to use this Site is your acceptance of these terms of service including this Class Action Waiver. If you do not agree to any part of these terms, do not continue your use of the Site. Nothing in this paragraph, however, limits

your rights to bring a lawsuit as an individual plaintiff, including in small claims court, subject to section 10 above.

12. Information or Complaints

If you have a question or complaint regarding the Site, please [contact us](#). When you use the WerkApp Help Center, you are accessing a third party site [Support Hero](#) and consent to receiving cookies from Support Hero, as set forth in their [privacy policy](#). Please note that communications within Support Hero will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with us.

13. Miscellaneous

This Agreement (including all product offerings incorporated herein, if applicable to you) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of this Agreement will be effective only if in writing and signed by WerkApp. This Agreement, together with any amendments and any additional agreements you may enter into with WerkApp in connection with the Site, shall constitute the entire agreement between you and WerkApp concerning the Site. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. You agree that this Agreement cannot be altered, amended, modified or overridden, except by a document signed by an authorized representative of each party. For the avoidance of doubt, email or phone communication between you and a WerkApp employee shall not constitute an amendment or alteration of this Agreement.

The materials on the Site are provided with “Restricted Rights.” Use, duplication, or disclosure by the Government is subject to restrictions as set forth in applicable laws and regulations. Use of the materials by the Government constitutes acknowledgment of WerkApp’s proprietary rights in them.

You understand and acknowledge that WerkApp or its affiliates, or its or their licensors, owns all right title and interest to the Site and all proprietary rights associated therewith. WerkApp reserves all rights not specifically granted herein. You shall not modify any copyright notices, proprietary legends, any trademark and service mark attributions, any patent markings, or other indicia of ownership on the materials accessed through the Site, other than your User Content. Any use of materials or descriptions, any derivative use of the Site or its materials, and any use of data mining, robots, or similar data gathering and extraction tools is strictly prohibited. In no event may you frame any portion of the Site or any materials contained therein.

Change of Address: If you have provided a billing address to us, and you change such billing address from an address within the United States to an address outside the United States, or from an address outside of the United States to an address inside the United States, you will continue to be bound by this Agreement with the same WerkApp party for the remainder of the calendar month in which you made the change. Beginning on the first day of the next calendar month, you hereby agree that you will be bound by this Agreement with the applicable WerkApp party identified in the first paragraph of this Agreement with respect to such new territory.

Any notices to WerkApp must be sent to the applicable WerkApp entity identified in the first paragraph of this Agreement via certified first class or air mail or overnight courier, are deemed given upon receipt, and must reference the Program that is the subject of the notice. Notice to you may be effected by sending email to the email address specified in your account, or by posting a message to your account interface, and is deemed received when sent (for email) or no more than fifteen (15) days after having been posted.

You may not assign or delegate any of your rights or obligations hereunder without WerkApp's prior written consent and any such attempt is void. WerkApp may freely assign or delegate its rights and obligations hereunder without notice to you. Additionally, WerkApp may assign any agreement between you and WerkApp to any related WerkApp entity by informing you of such assignment. WerkApp and you are not legal partners or agents, but are independent contractors.

14. Apple-Specific Terms

In addition to your agreement with the foregoing terms and conditions, and notwithstanding anything to the contrary herein, the following provisions apply with respect to your use of any mobile application version of the Site compatible with the iOS operating system of Apple Inc. ("Apple", and such mobile application, the "App"). Apple is not a party to this Agreement and does not own and is not responsible for the App. Apple is not providing any warranty for the App except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the App and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the App, including any third-party product liability claims, claims that the App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the App, including those pertaining to intellectual property rights, must be directed to WerkApp in accordance with the "Information or Complaints" section above. The license you have been granted herein is limited to a non-transferable license to use the App on an Apple-branded product that runs Apple's iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set forth in Apple's App Store Terms of Service. In addition, you must comply with the terms of any third-party agreement applicable to you when using the App, such as your wireless data service agreement. Apple and Apple's subsidiaries are third-party beneficiaries of this

Agreement and, upon your acceptance of the terms and conditions of this Agreement, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof; notwithstanding the foregoing, WerkApp's right to enter into, rescind or terminate any variation, waiver or settlement under this Agreement is not subject to the consent of any third party.

15. The WerkApp Apps

By using any of the WerkApp Apps, you agree that all of the terms and conditions found herein apply to your use of the WerkApp App. Additionally, you agree that the WerkApp App may send you push notifications, if you turn on receipt of notifications and/or sign up to receive notifications. By downloading and using the WerkApp App, you are asking WerkApp to make formatting changes to any Job Listings as they appear on your phone, in order to enable you to utilize your WerkApp Profile. You further acknowledge that your use of the WerkApp Apps may require use of your data plan from your cellular provider. You are responsible for payment of all data usage accrued based on your use of the WerkApp App, and WerkApp disclaims all responsibility for such data usage. In addition, if you allow WerkApp Apps to utilize location services, the WerkApp Apps may suggest to you and collect from you certain information based on your geographic location.

16. Use of Site by Minors

The Site is not for use by anyone under the age of 16. To use the Site you agree that you must be the minimum age (described in this paragraph below) or older.

The minimum age for these purposes shall be 16, however if local laws require that you must be older in order for WerkApp to lawfully provide the services in the Site to you then that older age shall apply as the applicable minimum age. In all jurisdictions outside the European Union, if you are under the age of 18 or the age of majority in your jurisdiction, you must use WerkApp under the supervision of your parent, legal guardian or responsible adult. WerkApp adopts a range of measures to try to ensure that we do not accept individuals who do not meet the minimum age and any other applicable age requirements. If you do not satisfy these age requirements, please email info @ WerkApp.co (remove spaces when sending email).

B. WerkApp Program Terms

Last Updated: October 10, 2018

These WerkApp Program Terms or WerkApp Profile Program Terms (collectively, "PP Terms") form a part of, and are incorporated into, the [WerkApp Terms of Service](#) (the "Agreement"), and apply to any Employer or Job Seeker that accesses or uses the WerkApp Profile Program, or that otherwise indicates its acceptance of these WerkApp Profile Program Terms.

Any capitalized terms that are used but not defined in these PP Terms have the meaning set forth in the Agreement.

1. The Program

Use of the WerkApp Profile Program (“Program”) by an individual who posts his or her Profile on the Site (hereinafter, “Profile Owner”) or Employer on or through the Site is subject to all applicable WerkApp best-practice guidelines, policies and other terms and conditions made available to you, including through the Site. You shall not use any information obtained from the Site except for internal use in selecting and contacting Profile Owners, through WerkApp, for purposes of filling your Job Listings. You are expressly forbidden from using any product or system intended to extract the information from a Profile, in order to circumvent the Profile contact system. Use of such system will result in your immediate termination from the Program. In addition, as a feature of the PP, WerkApp may send emails to Werkers on your behalf indicating that your Job Listing is potentially a match for the Werker’s Profile.

IMPORTANT NOTICE: YOU EXPRESSLY AGREE THAT: in purchasing or obtaining access to the Program, you are paying WerkApp the amount indicated on the Site for the purpose of WerkApp facilitating your contact with a Profile Owner by sending a message to the email address, or cell-phone number that the relevant Profile Owner has provided to WerkApp. WerkApp does not guarantee that the email address is still in use, that such message will be received, that such message will be read, that such message will be acted upon by any potential Profile Owner, or that any Profile Owner’s Profile is valid, accurate or complete in any respect. In addition, in accord with the Agreement, you expressly agree that WerkApp does not allow its Profile Contact service to be used in a spam like manner, which WerkApp defines as sending requests for job positions to persons who are, as indicated by WerkApp experience and Profile Owner behavior and reaction, unsuited for the role. WerkApp reserves the right to disable WerkApp Profile contact service for any user who, in WerkApp’s sole discretion, violates these PP Terms, including the foregoing term. We reserve the right to drop any message with an .ade, .adp, .bat, .chm, .cmd, .com, .cpl, .exe, .hta, .ins, .isp, .jar, .jse, .lib, .lnk, .mde, .msc, .msp, .mst, .pif, .scr, .sct, .shb, .sys, .vb, .vbe, .vbs, .vxd, .wsc, .wsf, .wsh, or .zip attachment for any or no reason. **The only acceptable use of the PP is for you to contact a Profile Owner through WerkApp regarding a Job Listing or potential employment. No other uses of the PP are permitted.** Scraping the WerkApp Profile database or using the WerkApp Profile database for any other purpose except as allowed will result in legal action being taken against you. Additionally, if you are a competitor of WerkApp (including but not limited to any job aggregation website or any job posting websites) you may not use the WerkApp Profile database to contact a Profile Owner for the purpose of sending them a job offer from your clients, and any such competitive use of the WerkApp Profile database may result in WerkApp blocking you from the Site, blocking you from contacting WerkApp Profile Owners, and blocking your contact emails to those Profile owners without notice and you consent to the same.

In the event phone numbers are provided by the Werker in the Profile, WerkApp does not guarantee their validity and can not confirm whether such numbers are landlines or cell phones. You agree to call Werkers regarding relevant job opportunities only. It is your sole responsibility to comply with all TCPA guidelines, including laws against automated telephone dialing systems.

2. Cancellation

Once you have requested that WerkApp contact a Profile Owner, you may not revoke such request. Cancellation of your use of the PP shall be in accordance with any cancellation policies listed on the Site.

3. Your Information

You represent and warrant that all information you provide to WerkApp is correct and current. You represent to WerkApp that you are an Employer interested in considering the Profile Owner as a potential employee.

4. Disclaimer and Limitation of Liability

WERKAPP'S PROVISION OF THE PROGRAM AND THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITH RESPECT TO THE PROGRAM AND YOUR USE THEREOF, WERKAPP AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY THAT ANY EMAIL ADDRESS THAT HAS BEEN PROVIDED TO WERKAPP IS VALID, THAT ANY EMAIL SENT BY WERKAPP AT YOUR REQUEST WILL REACH THE INTENDED RECIPIENT, THAT ANY INTENDED RECIPIENT OF ANY SUCH EMAIL WILL READ SUCH EMAIL, OR THAT ANY SUCH INTENDED RECIPIENT WILL ACT UPON SUCH EMAIL. WERKAPP AND ITS AFFILIATES, AND ITS AND THEIR THIRD-PARTY LICENSORS, EXPRESSLY DISCLAIM ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION FOR NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE.

EXCEPT FOR AMOUNTS PAYABLE PURSUANT TO SECTION 6 HEREUNDER AND FOR ANY BREACH BY YOU OF SECTION 1, TO THE FULLEST EXTENT PERMITTED BY LAW: (a) NEITHER PARTY WILL BE LIABLE UNDER THESE PP TERMS FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; AND (b) EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER UNDER THESE PP TERMS IS LIMITED TO AMOUNTS PAID OR PAYABLE TO WERKAPP BY YOU FOR THE WERKAPP PROFILE SERVICE GIVING RISE TO THE CLAIM.

5. Payment

You shall be charged if, and as, indicated by the Site. Details regarding the subscription plan will be available on the Site at the time the subscription plan becomes available in your market. If your billing address is in the United States, you shall pay all charges in US Dollars. If your billing address is anywhere else, you may be able to pay all charges in the following currencies, which you choose when creating an account: US Dollars, Euros, UK Pounds, Canadian Dollars, Australian Dollars, Swiss Francs, or Japanese Yen. This choice of currencies will be fully subject to WerkApp's discretion. Charges are exclusive of taxes, including VAT. You will be charged all taxes as applicable and appropriate. You are responsible for paying (y) all taxes and government charges, and (z) reasonable expenses and attorney fees WerkApp incurs collecting late amounts. If you are in Japan, Japanese consumption tax will apply on the import of all WerkApp products and services. You waive all claims relating to charges unless claimed within 60 days after the charge (this does not affect your credit card issuer rights). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODIC ALLOTMENTS UNDER THE APPLICABLE PROFILE SUBSCRIPTION PLAN. Following any cancellation, however, you will continue to have access to the service through the end of your current billing period. Refunds (if any) are at the absolute discretion of WerkApp and only in the form of credit for WerkApp services or return of funds. You acknowledge and agree that any credit card and related billing and payment information that you provide to WerkApp may be shared by WerkApp with companies who work on WerkApp's behalf, such as payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment to WerkApp and servicing your account. WerkApp may also provide information in response to valid legal process, such as subpoenas, search warrants and court orders, or to establish or exercise its legal rights or defend against legal claims. WerkApp shall not be liable for any use or disclosure of such information by such third parties. All withholding tax remittances to the government are your sole responsibility and WerkApp shall have no liability whatsoever therefore. Invoices may be provided to you via electronic mail, unless otherwise specified by WerkApp. If you purchase a subscription plan, you acknowledge and agree that WerkApp will charge you on a recurring basis until you cancel your subscription plan and such cancellation goes into effect, which may not be until the next billing cycle. The applicable billing cycle (e.g. monthly or annual, etc.) will depend upon the terms agreed upon.

6. Indemnification

You shall indemnify, defend and hold harmless WerkApp, its agents, affiliates, and licensors from any third-party claim or liability (including without limitation reasonable legal fees) arising out of any contact you have with the recipient (or intended recipient), any email you request to be sent pursuant to these PP Terms, or any phone call or text message you make to a recipient.