

## Terms and Conditions of Use

These Terms and Conditions of Use (the "Terms") govern the use of our hourly staffing application (the "Application") and the services offered on it. By accessing or using the Application, you agree to be bound by these Terms and to comply with all applicable laws and regulations. If you do not agree to these Terms, do not use the Application.

### 1. Description of Service

The Application allows users (the "Users") to connect with workers willing to perform hourly work, as well as with employers looking to hire hourly personnel. The Application does not directly or indirectly make hires, but rather offers a connection service between Users looking for work and employers looking to hire personnel. The application is not responsible for the hiring or payment of workers' salaries.

The application does not guarantee the availability of jobs or their quality. It is the responsibility of the user to evaluate and accept any job offered by a company. The application also does not guarantee the availability of workers and it is the responsibility of employers to evaluate and accept any worker.

### 2. Registration and User Account

To use the Application, you must create a user account by registering your name, email address, and a password. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your device. You agree to assume responsibility for all activities that occur under your account or password.

### 3. Veracity of Data

The application does not verify user information and is not responsible for any lack of veracity in the information provided by users. Users must provide true and accurate information in their profile and in their communications with companies.

#### 4. Use Restrictions

Users must be over 18 years old and have the legal capacity to work in the United States. Users must comply with applicable labor and tax laws in the United States.

The Application cannot be used for illegal or unauthorized purposes. You cannot use the Application in a way that can damage, disable, overburden, or impair the Application or interfere with the use and enjoyment of the Application by other users.

The application reserves the right to remove any profile or communication that contains false, offensive, or inappropriate information.

#### 5. Responsibility of the User

You are solely responsible for your conduct and all content that you post, send, or share through the Application. By using the Application, you agree to comply with all applicable laws, including copyright and intellectual property laws.

Use of the application implies acceptance of these terms and conditions of use.

You understand and agree that the Application does not make personnel hires and that any agreement or contract between Users of the Application and employers is the exclusive responsibility of the Users and employers involved, and that the Application will not be responsible for any obligation or liability arising from such agreements or contracts.

Companies that use the application must comply with all applicable labor and tax laws in the United States.

Companies must provide a safe and healthy work environment for workers hired through the application.

Companies must pay workers in accordance with the law and the terms agreed between the parties.

Companies must fulfill all applicable labor and social security obligations for workers hired through the application.

Companies must inform the application of any problem or dispute with a worker hired through the application. The application reserves the right to remove the account of any company that does not comply with these terms and conditions of use.

## 6. Intellectual Property

The Application and all its content, including text, graphics, logos, button icons, images, audio and video files, as well as the selection and arrangement of such content, are property of the Application or its licensors and are protected by the copyright and intellectual property laws of the United States and other countries.

You cannot use, reproduce, modify, distribute, transmit, publish, sell, license, or create derivative works from the Application or its content without the prior written consent of the Application.

## 7. Links to Third-Party Websites

The Application may contain links to third-party websites. These websites are not under the control of the Application and the Application is not responsible for their content. The Application provides these links only as a convenience to the Users and the inclusion of any link does not imply an endorsement of the website or an association with its operators.

## 8. Modifications to the Terms and Conditions

The Application reserves the right to modify these Terms at any time and without notice. The modifications will take effect immediately after their publication on the Application. By continuing to use the Application after the publication of any modification, you agree to be bound by the modified Terms.

## 9. Disclaimer of Warranties

THE APPLICATION AND ALL SERVICES PROVIDED ON IT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT

PERMITTED BY LAW, THE APPLICATION DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE APPLICATION DOES NOT GUARANTEE THAT THE APPLICATION OR THE SERVICES PROVIDED ON IT WILL BE UNINTERRUPTED OR ERROR-FREE, NOR THAT ANY DEFECTS WILL BE CORRECTED. THE APPLICATION WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM YOUR USE OF THE APPLICATION OR THE SERVICES PROVIDED ON IT.

#### 10. Limitation of Liability

IN NO EVENT SHALL THE APPLICATION BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, DATA OR USE, ARISING OUT OF OR IN CONNECTION WITH THE APPLICATION OR THE SERVICES PROVIDED ON IT. IN NO EVENT SHALL THE TOTAL LIABILITY OF THE APPLICATION EXCEED FIFTY UNITED STATES DOLLARS (\$50).

THE APPLICATION WILL NOT BE LIABLE FOR ANY DISPUTE OR PROBLEM BETWEEN A USER AND A COMPANY.

#### 11. Applicable law and jurisdiction

These Terms will be governed and interpreted in accordance with the laws of the United States, without giving effect to its principles of conflict of laws. Any dispute arising from or in connection with the Application or these Terms will be resolved exclusively by the state and federal courts located in the United States, and you agree to submit to the jurisdiction of such courts.

#### 12. Divisibility

If any provision of these Terms is deemed illegal, void, or unenforceable, that provision will be removed or modified as necessary to make it valid and enforceable, and the rest of the Terms will remain in full force and effect.

#### 13. Complete agreement

These Terms constitute the complete agreement between you and the Application regarding your use of the Application and supersede any prior or contemporaneous agreement or communication, whether oral or written. If you have any questions about these Terms or the Application, please contact us through our website.