

General terms and conditions (Clickworkers)

Effective Date August 26, 2011

clickworker.com, Inc., 2 Park Avenue, 20th Floor, New York, NY 10016, USA

1. Your Acceptance of this Agreement.

1.1 Introduction and Certain Definitions. These terms and conditions are a binding legal agreement ("Agreement") between You and clickworker.com, Inc., a Delaware corporation (hereinafter referred to as "the Company", "we", "us", or "our"). The term "You" or "Your" refers to the person or entity creating an account with the Company, including, without limitation, You. The term "Services" means any service that You provide through the Site by means of a response to a Work Request (each as defined below). The term "Service Requestor" means any individual or entity who uses the Site to post a Work Request. The term "Clickworker" means You, when You provide Services in response to a Work Request. The term "Work Request" means a request by a Service Requester for Services posted on the Site pursuant to the terms and conditions governing Service Requesters. The term "Work Product" means the deliverables or other work product You produce in response to a Work Request.

The terms and conditions which govern Your use of the clickworker.com website (the "Site") and Your provision of Services, as supplemented by each Work Request, are set forth in this Agreement. Please read this Agreement carefully and completely before using the Site and offering to provide Services.

1.2 Acceptance of Terms and Policies. You may use the Site and offer to provide Services subject to all of the terms and conditions set forth herein as well as the policies and guidelines of the Company, all of which are incorporated herein and considered part of this Agreement, including, without limitation, the Company's Privacy Policy. The terms, conditions, policies and guidelines set forth herein or incorporated herein by reference are collectively referred to in this Agreement as "Terms and Policies". To access the Site and offer to provide Services, You must first agree to and accept this Agreement and all other Terms and Policies. You can expressly accept this Agreement and all other Terms and Policies via click-through or other express means of acceptance; provided, however, if such an express opportunity is not presented, Your use of the Site (or any part thereof) shall evidence Your agreement to this Agreement and all other Terms and Policies and Your obligation to comply with the requirements hereof and thereof.

1.3 Eligibility and Authority. By using the Site and offering to provide Services, You are representing and certifying to the Company that You are of legal age (at least 18) and are competent to enter into a binding contract under applicable law and are not otherwise prohibited from using the Site and/or offering to provide Services pursuant to the laws of the local or national jurisdiction from which You are accessing or using the Site and/or offering to provide Services. Upon our request, You shall provide us with verification of Your age, identity and other necessary information.

1.4 Modification of this Agreement and all other Terms and Policies. The Company reserves the right, in its sole and absolute discretion, to change or replace this Agreement and/or any of the Terms and Policies governing the Site and/or the procedure by which you may offer to provide Services, at any time and from time to time. Any material changes will be effective upon posting of the revised Agreement and/or other Terms and Policies on the Site. Such changes may be made without any other notice of any kind whatsoever. What constitutes a “material change” will be determined in the Company’s sole discretion. You are at all times responsible for reading and understanding each version of this Agreement and all other Terms and Policies. YOUR CONTINUED USAGE OF THE SITE FOLLOWING THE COMPANY’S POSTING OF ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES TO THIS AGREEMENT OR ANY OTHER TERMS AND POLICIES, YOUR ONLY RECOURSE IS TO TERMINATE YOUR USE OF THE SITE.

1.5 The Company’s Right to Modify Site. Notwithstanding any provision of this Agreement to the contrary, the Company will have the right, in its sole and absolute discretion to impose limits on certain features of the Site or restrict Your access to parts or all of the Site without notice or liability to You. The Company shall have absolute discretion as to whether it permits a particular individual or entity to use or access any of the contents or services available on the Site. The Company will not be liable to You or any third party for any modification, suspension, or discontinuance of the Site. As set forth elsewhere in this Agreement, the Site is provided on an “as is” and “as available” basis. Accordingly, You hereby acknowledge and agree that the Site may not be available at all times and that the Company shall have no liability to You as a result of the unavailability of the Site and/or You inability to offer to perform Services.

2. Provision of Services by the Company.

2.1 The Company’s Limited Role. The Company has created and maintains an online marketplace where third party Service Requesters and Clickworkers, such as You if you accept these terms, can interact. Service Requesters can post Work Requests and Clickworkers, as independent contractors of the Company, can respond to such Work Requests to perform Services. The Company has no control over (i) whether a given Work Request is taken to completion, (ii) the quality, safety or legality of the Work Requests or the Services related thereto, or (iii) the ability of Clickworkers to provide the Services to a Service Requester’s satisfaction.

Aside from Section 4.3, below, relating to the Company’s verification of Work Product and Section 5 below, regarding payment, the Company is not responsible for and will not control the manner in which You operate. The Company will not provide You with any materials or tools to complete any Work Request other than what is provided in a Work Request on the Site.

As a Clickworker, You use the Site at Your own risk. We expect that You will undertake necessary precautions and practices and will use caution and common sense when using the Site and offering to perform Services for Service Requesters.

2.2 Work Requests. Each and every request for Services will be posted to the Site pursuant to a Work Request. In providing the Site, we may not actively monitor the Work Requests that are accessible via the Site, nor do we have any obligation to do so except as otherwise determined by us or required by the laws of applicable jurisdictions. Notwithstanding the foregoing, all Work Requests are subject to the

Company's review and approval prior to appearing on the Site. No Clickworker shall have any right to offer to perform Services pursuant to a Work Request unless and until such Work Request is approved by the Company. The final decision as to inclusion and/or placement of a Work Request is at the Company's sole and absolute discretion. The Company shall establish the compensation to be paid to You for the satisfactory completion of a given Work Request.

2.3 Modification/Removal of Work Requests. The Company reserves the right, in the Company's sole and absolute discretion, to reject, suspend, cancel, modify or remove any Work Request, to make clerical and administrative edits to any Work Request, to assign new category and keyword designations to any Work Request.

3. Registration

3.1 Account Creation. In order to access the Site and offer to provide Services, You must be located in the United States, Canada or Mexico and You must register and create an account ("Account") and obtain a username and password. If You are a resident of Canada or Mexico, You must complete the additional certifications set forth at the end of this Agreement. Information gathered through the registration process and information related to Your Account will be subject to this Agreement and all other Terms and Policies. You represent and warrant to the Company that all information provided by You when creating an Account is true, accurate and complete and that You will maintain, at all times, true, accurate and complete updated information related to Your Account. You shall have no right to use the Site or to offer to provide Services unless and until the Company has activated Your Account. Upon the Company's acceptance and activation of Your account, You will be able to offer to complete Work Requests as set forth in Section 4.3 below. Notwithstanding anything to the contrary contained herein, the Company may, without any liability, terminate Your Account and Your access to the Site without notice to You and for any reason or no reason whatsoever, and the Company, its employees, consultants and other agents shall have no liability for taking (or not taking) such actions or decisions.

3.2 Your Responsibility for Your Account. Information related to Your Account, including, without limitation, Your username and password, should be maintained by You in a strictly confidential manner, as You are solely responsible for the usage of Your Account by any third parties. It is Your responsibility to advise us if You are aware of any unauthorized access to Your Account or if Your Account information has been made available by You to third parties in a manner that may result in unauthorized usage of Your Account. In our sole and absolute discretion, we may terminate Your Account for any reason (including for reasons related to unlawful or unauthorized usage) and we are under no obligation to retain a record of any terminated Account or any data or information that You may have stored. Your username may not infringe upon the legal rights of any third party, including, without limitation, the intellectual property rights of any third party.

3.3 Security Procedures; Prohibition on Alter-Egos. When accessing the Site and/or Your Account, You are required to use the security procedures currently or hereafter maintained by the Company to confirm that only authorized users gain access to the Site and the Accounts. You are prohibited from utilizing alter-egos or other disguised identities when creating an Account and accessing the Site. All forms of indirect and 'spoofed' access are strictly prohibited. You are prohibited from accessing or

attempting to access portions of the Site that are not intended for public usage and Your use of any information obtained from non-public portions of the Site is expressly prohibited.

4. Your Use of the Site

4.1 Clickworkers' Responsibility for Resources. The Company will not provide You with the infrastructure or equipment to access the Site or to offer to provide Services. You, at Your sole cost and expense, are responsible for (i) obtaining and maintaining Your access to the Internet including all charges by internet service providers, (ii) obtaining and maintaining a computer system with a browser capable of accessing the Site and with appropriate anti-spyware, anti-malware and antivirus protections to permit You to detect and protect Your computer system from malicious software or other malware, and (iii) all costs, expenses and fees incurred to acquire tools or other equipment to access the Site and any other costs or expenses incurred in order to provide Services.

4.2 Acknowledgement of Internet Risks and Associated Obligations. You understand and acknowledge that the Internet is an unsecure medium and some websites may be hostile and attempt to infect Your computer system or software, or deceive You into divulging personal information for illegal purposes. You should never provide personal, sensitive or confidential information requested in any email, including, without limitation, an email requesting such information which purports to be from the Company. All Services provided via the Site are provided at Your own risk and the Company is not responsible for (i) any loss to You caused during or as a result of Your visit to a third party website, (ii) any fraudulent email or any other fraudulent activity on the Internet, or (iii) any adverse consequences resulting from any virus, spyware or malware infecting Your computer system, including, without limitation, any loss of data, damage to Your computer system, identity theft or any other adverse consequence. You understand that browser protection, anti-spyware, and antivirus software can reduce risk on the Internet, but not eliminate it. You agree to take appropriate measures to protect Yourself from web and email fraud while interacting with the Site.

4.3 Clickworkers Generally – Responses to Work Requests and Performance of Services. Upon the Company's acceptance and activation of Your Account, and as long as such Account remains active, You may login to the Site and browse Work Requests. In order to allow You to determine whether a given Work Request is of interest to You, all Work Requests will contain detailed and clear information regarding the Services to be performed and state the compensation to be paid. Once You identify a Work Request You are interested in pursuing, You may submit an offer to the Company to perform the Services requested by such Work Request. You hereby acknowledge and agree that the Company shall have no obligation to accept Your offer to complete a given Work Request. In the event the Company accepts Your offer, You will be provided additional information and instructions in order to enable You to complete such Work Request. You hereby agree to maintain all information received in connection with any Work Request in strict confidence and to not disclose such information to any third party without the express written consent of the Company, which consent may be set forth in the Work Request for the purpose of allowing You to perform the Services requested thereby. Your obligation to maintain the confidentiality of any and all information You receive with respect to a given Work Request shall continue after You conclude such Work Request. You hereby acknowledge and agree that in the event the Company accepts Your offer to perform a given Work Request, You must perform the Services required by the Work Request personally and that You are not permitted to transfer such

Work Request to any other individual or entity. You are solely responsible for abiding by the instructions set forth in a given Work Request and for otherwise determining how to complete any given Work Request and You hereby acknowledge and agree that the Company shall provide no assistance, direction or supervision with respect thereto. However, You further acknowledge and agree that in the event Your Work Product does not meet the Company's standards, such Work Product may be rejected if deficiencies are not cured as set forth in Section 5.3 below and You will not be entitled to any compensation for such substandard Work Product.

4.4 Your Status as an Independent Contractor. As a Clickworker, You are performing Services as an individual independent contractor of the Company and not as an employee of the Company or of any Service Requester. Accordingly, You hereby acknowledge and agree that (i) You will not employ any automated methods in performing Services, including, without limitation, robots, scripts, and related methods and instruments, (ii) You will submit all Work Product via the Site and not directly to any Service Requester, (iii) You are responsible for and shall comply with all laws and regulations applicable to Your provision of Services, including those related to independent contractors, maximum working hours, and taxation, (iv) there is no joint venture, partnership, or employer/employee relationship between You and any Service Requester, between You and the Company, or between the Company and any Service Requester, (vi) You will not be entitled to any benefits the Company or any Service Requester may offer to their respective employees, including, without limitation, health insurance, vacation pay, or retirement benefits, and (vii) You are not entitled to recover worker's compensation benefits from the Company or any Service Requester in the event of Your injury.

4.5 "Work Made for Hire". You hereby acknowledge and agree that, as a Clickworker, any Service Requester for whom You provide Services is Your client for purposes thereof. You further acknowledge and agree that any and all work You perform and any and all Work Product you produce for a Service Requester is deemed "work made for hire" pursuant to the intellectual property laws of the United States of America and any other applicable jurisdictions. Accordingly, any and all Services You provide for a given Service Requester shall be deemed to have been provided for the benefit of such Service Requester and the Company, and You hereby agree that all right, title and interest and ownership rights, including, without limitation, worldwide intellectual property rights in the related Work Product, will vest in the applicable Service Requester immediately upon your submission of such Work Product to the Company. Notwithstanding the foregoing, You hereby grant the Company and its affiliates a nonexclusive, royalty-free, perpetual, transferrable, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Work Product throughout the world in any media, now or hereafter devised. If it is determined that You retain any moral rights (including rights of attribution or integrity) in any Work Product, You hereby declare that (a) You do not require that any personally identifying information be used in connection with the Work Product, or any derivative works thereof, (b) You have no objection to the publication, use, modification, deletion and exploitation of the Work Product by the Service Requester for whom such Work Product was produced or by the Company or its licensees, successors and assigns, (c) You forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of the Work Product, and (d) You forever release the Service Requester for whom such Work Product was produced and the Company, its licensees, successors and

assigns, from any and all claims that You could otherwise assert against such parties by virtue of any such moral rights.

4.6 Representations and Warranties regarding Work Product. You hereby represent and warrant to each Service Requester for whom You provide Services and/or produce Work Product and to the Company that (a) You own and control all of the rights to each item of Work Product that You provide in response to a Work Request, or You otherwise have the lawful right to post such Work Product to or through the Site, (ii) such Work Product is accurate and not misleading, and (iii) such Work Product does not violate the rights of or cause injury to any person or entity, including, without limitation, the intellectual property rights of any person or entity.

4.7 Provision of Feedback. You acknowledge and agree that the Company will implement systems allowing Us and others to track Your provision of Services and rate Your performance as a Clickworker. The Company reserves the right to collect feedback regarding Your performance and to post such feedback on the Site. You agree not to take any actions that may compromise the integrity of such feedback system.

4.8 General Restrictions. You must comply with all applicable laws and all provisions of this Agreement and all other Terms and Policies when using the Site or offering to provide Services. You will not, and will not permit anyone else to, utilize the Site or any information or other data acquired from Your use of the Site to (i) store, copy, modify, distribute, or resell any of the materials that are part of the Site or compile or collect any materials of the Site as part of a database or other work, (ii) use any automated tool, programs, robotic algorithms or products to automatically download or “spider” the Site or any portion thereof, (iii) take any action that imposes or may impose an unreasonably or disproportionately large load on our infrastructure, (iv) interfere or attempt to interfere with the proper working of the Site or conduct any activities on the Site intended to circumvent, bypass or disable any digital rights management, usage rules, or other security features of the Site or bypass any measures we may use to prevent or restrict access to the Site, (v) threaten the integrity, performance, or availability of the Site, (vi) remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the Site or any materials on the Site, (vii) attempt to incite illegal activity or defame, abuse, harass, threaten, intimidate or otherwise violate the legal rights of others, (viii) post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any user or attempt to impersonate any other user, (ix) create or submit unwanted email or spam to any other user or any URL, (x) access or attempt to access data or materials not intended for You, or (xi) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization. The Company reserves the right to investigate and take legal action against anyone who, in our sole discretion, violates the restrictions set forth in this Agreement, including, without limitation, removing any offending user content, and terminating Your Account and Your access to the Site.

4.9 Fraud and Unacceptable Activity. The existence of Fraud and Unacceptable Activity on the Site will be determined by the Company, in its sole discretion, and shall include, without limitation: (i) any attempts to obtain credit or consideration for Services that were not performed; (ii) seeking approval grades with respect to clearly unacceptable or poor work; (iii) providing false or misleading feedback regarding Your performance or the performance of others; (iv) agreeing to or attempting to influence

feedback regarding Your performance or the performance of others; (v) any actions that may compromise the integrity of the feedback system; (vi) use of any methods in performing Services that are unlawful or unethical; and (vii) use of any property, intellectual property or rights of any third party without receiving proper authorization or consent. The Company reserves the right to (i) investigate and take legal action against anyone who, in our sole discretion, violates the restrictions set forth in this Agreement or in any other Terms and Policies or engages in any Fraud and/or Unacceptable Activity, and/or (ii) terminate Your Account and Your access to the Site in the event that You violate the restrictions set forth in this Agreement or in any other Terms and Policies or engage in any Fraud and/or Unacceptable Activity.

5. Payment Facilitation

5.1 Payment Facilitation Generally. The Company shall process all payments to Clickworkers. All payments to Clickworkers will be made through the PayPal payment system or the MoneyBooker system and each Clickworker must create and maintain a PayPal or a MoneyBooker account in order to receive payment for Services performed. Each Clickworker shall notify the Company of Clickworker's account number. **Should You fail to create or maintain such an account, You will not be paid.**

Upon the Company's acceptance and activation of Your Account, the Company will create a Clickworker payment account ("Payment Account") for You in which Your compensation will be credited until disbursed in accordance with this Agreement. You will be able to view the status of Your Payment Account by logging into Your Account and following the appropriate link(s). The Company will only disburse funds in accordance with this Agreement and all applicable laws and regulations, including, without limitation, the United States Patriot Act and the regulations promulgated by the United States Office of Foreign Asset Control.

5.2 Provisional Credit upon Receipt of Work Product. Once You complete a Work Request pursuant to the terms thereof, You shall submit Your Work Product to the Company for our review and approval. Upon Your timely delivery of Work Product to the Company, Your Payment Account will be provisionally credited (a "Provisional Credit") in an amount equal to the compensation to be paid to You for Your successful completion of the applicable Work Request. Notwithstanding anything to the contrary contained herein, You hereby acknowledge and agree that the Company has no obligation to accept Work Product that the Company determines, in its sole discretion, is deficient in any way. Further, the Company's issuance of a Provisional Credit upon the receipt of Your Work Product shall not constitute acceptance of such Work Product. Accordingly, You shall not be entitled to receive funds with respect to any Provisional Credit unless and until the Company accepts such Work Product as set forth in Section 5.3 below.

5.3 The Company's Acceptance or Rejection of Work Product. Upon timely receipt of Your Work Product, the Company will review such Work Product to confirm compliance with the applicable Work Request. If the Company's review indicates deficiencies with Your Work Product, the Company will notify You of such deficiencies and You shall have a period of seventy-two (72) hours from the date and time of such notice within which You may cure such deficiencies. In the event that, after seventy-two (72) hours, Your Work Product remains deficient, as determined by the Company in its sole discretion, You shall not be entitled to any payment and the Provisional Credit associated with such Work Product shall be debited from Your Payment Account. In the event the Company accepts Your Work Product

either initially upon submission or after cure, then Your Payment Account will be permanently credited in the amount of the related Provisional Payment and You will be entitled to payment in accordance with Section 5.4 below.

5.4 Disbursements from Your Payment Account. The Company will disburse funds from Your Payment Account to Your PayPal or MoneyBooker account weekly, on Wednesday of each week, unless Wednesday is a legal holiday, in which case payment will be made on the next Business Day (each, a "Payment Date"); provided, however, that You shall not be entitled to a disbursement to Your PayPal or MoneyBooker account on any given Payment Date unless Your Payment Account contains at least \$1.00 of fully-earned (not provisional) compensation as of such Payment Date. For purposes of this Agreement, the term "Business Day" shall mean any day other than Saturday, Sunday or other day on which banks in Rochester, New York are permitted or required to close by any applicable law, regulation, ordinance or otherwise.

5.5 Delay of Payments and Results of Termination of Account. The Company reserves the right to delay or refuse to transfer or disburse any amounts in the event the Company believes that a Clickworker is in violation of this Agreement or any other Terms and Policies. In the event the Company terminates Your Account because You have violated this Agreement or any other Terms and Policies, all Work Requests that You have completed but that have not accepted by the Company shall be deemed to be rejected and You shall not be entitled to any payment therefor.

5.6 The Company's Responsibility for Payments. The Company shall only be responsible for transferring or disbursing funds pursuant to the terms of this Agreement.

5.7 PayPal and MoneyBooker Acknowledgement. You hereby acknowledge and agree that the Company has no affiliation with PayPal or MoneyBooker, makes no representations or warranties regarding PayPal or MoneyBooker, or their services, and has no ability to control or exert influence over PayPal or MoneyBooker, or their websites, systems or services. The Company shall not be responsible for any fees, costs and/or expenses You may incur in connection with Your use of PayPal or MoneyBooker and shall not be liable for any losses You may incur as a result of PayPal's or MoneyBooker's performance or failure to perform.

6. Compliance with Laws.

6.1 Taxes. Except as expressly set forth herein with respect to the Company's preparation of applicable tax documentation, You agree that it is Your responsibility to determine any and all taxes and duties, including, without limitation, sales, use, transfer, value added, withholding and other taxes and/or duties assessed, incurred or required to be collected, paid or withheld for any reason in connection with any Work Request or performance of Services, or Your use of the Site, or otherwise in connection with any action, inaction or omission of You or any of Your affiliates, or any of Your or Your affiliates respective employees, agents, contractors or representatives ("Taxes") and to collect, withhold, report, and remit correct Taxes to the appropriate tax authorities, and to otherwise be responsible for the collection and payment of any and all Taxes. EXCEPT AS EXPRESSLY SET FORTH HEREIN WITH RESPECT TO THE COMPANY'S PREPARATION OF APPLICABLE TAX DOCUMENTATION, YOU ALSO ACKNOWLEDGE AND AGREE THAT THE COMPANY AND ITS AFFILIATES HAVE NO OBLIGATION TO DETERMINE WHETHER TAXES APPLY AND THAT THE COMPANY AND ITS AFFILIATES ARE NOT RESPONSIBLE FOR THE

COLLECTION, REPORTING OR REMISSION OF ANY TAXES ARISING FROM ANY TRANSACTION BETWEEN ANY SERVICE REQUESTER AND ANY CLICKWORKER.

6.2 Permits. You acknowledge and agree that it is Your responsibility to determine whether and to what extent any permits, registration, authorizations and/or filings (including, without limitation, with respect to the transfer of technology) are required by any governmental agency in any jurisdiction in which You have performed Services (collectively, "Permits"). YOU ALSO ACKNOWLEDGE AND AGREE THAT THE COMPANY AND ITS AFFILIATES HAVE NO OBLIGATION TO DETERMINE WHETHER ANY SUCH PERMITS APPLY TO ANY TRANSACTION BETWEEN ANY SERVICE REQUESTER AND ANY CLICKWORKER.

6.3 Compliance with Laws Generally. The Site may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes, and regulations of any jurisdiction in which You perform Services. Your compliance with applicable laws is not limited to jurisdictions within the United States (including US Federal law) but also the laws, regulations and ordinances of the jurisdiction from which You access the Site or perform Services.

7. Disclosure of Information; Preparation of Tax Notices.

7.1 Our Use of Data and Communications; Tax Information. The Company's Privacy Policy and this Agreement describe our collection, use, and disclosure of information associated with the Site, including how we handle Personally Identifiable Information. In addition, the Company will use Personally Identifiable Information to prepare any tax forms and documentation required by applicable law for each Clickworker who receives payment from the Company during any given tax year. You hereby consent to the disclosure of Your Personally Identifiable Information and other data as set forth in this Section 7 and in the Company's Privacy Policy. For purposes of this Agreement, the term "Personally Identifiable Information" shall mean information which can be used to distinguish or trace Your identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. and any information relating to an identified or identifiable natural person, with an identifiable person being one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity.

7.2 Your Use of Data and Communications. You may only use information or other data obtained from Your use of the Site to the extent necessary for You to use the Site in compliance with this Agreement and all other Terms and Policies. Without limiting the foregoing, You may not use information or other data obtained from Your use of the Site for purposes of solicitation, advertising, marketing, unsolicited email or spamming, harassment, invasion of privacy, or other objectionable conduct. Further, You hereby acknowledge and agree that, unless otherwise expressly agreed by the Company in writing, the Company will not provide You any contact or personal information regarding any Service Requester, and You hereby agree not to seek such information. You agree that You will only submit Work Product via the Site and You will not knowingly contact, attempt to contact, or contract with any Service Requester other than via the Site.

8. No Warranties; Limitation of Liability

8.1 Use at Clickworker's Own Risk. Any use of the Site, reliance upon any of the information received or provided in connection therewith, any offer to provide Services, any performance of Services, and any use of the Internet generally shall be at Your sole risk. The Company disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of Work Requests and of information accessible by use of the Site. In no event shall the Company's provision of the Site be deemed or otherwise interpreted as the Company's guaranty, recommendation, referral, sanction or endorsement of any person, product or service. IN ALL INSTANCES, USERS ARE ADVISED AND ENCOURAGED TO SEEK OR CONSULT LEGAL COUNSEL AND/OR OTHER PROFESSIONAL ADVICE AS NECESSARY OR APPROPRIATE.

8.2 "As Is" and "As Available". THE SITE (INCLUDING INFORMATION PROVIDED IN CONNECTION THEREWITH) IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. THE COMPANY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED UNDER LAW, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE COMPANY DISCLAIMS ANY WARRANTIES REGARDING THE SECURITY, TIMELINESS AND PERFORMANCE OF THE SITE, AND ANY INFORMATION, ADVICE OR COMPENSATION OBTAINED FROM SERVICE REQUESTERS AND THE TIMELINESS THEREOF THROUGH THE USE OF THE SITE OR ANY LINKS PROVIDED THEREBY. FURTHERMORE, THE COMPANY SHALL NOT BE LIABLE TO YOU FOR THE CONSEQUENCES OF ANY INTERRUPTION OF THE SITE OR ANY ERRORS.

8.3 No Representations or Warranties. NEITHER THE COMPANY, NOR ITS AFFILIATES, MAKES ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES REGARDING (1) THE OPERATION OR PERFORMANCE OF THE SITE, (2) THE NATURE, CONTENT OR ACCURACY (EITHER WHEN POSTED OR PROVIDED OR AS A RESULT OF THE PASSAGE OF TIME) OF ANY INFORMATION, MATERIAL, APPARATUS OR OTHER PROCESS CONTAINED ON, DISTRIBUTED THROUGH, OR LINKED, DOWNLOADED OR ACCESSED FROM THE SITE, OR (3) THE INTERNET GENERALLY.

8.4 Disclaimer of Damages. UNDER NO CIRCUMSTANCES SHALL THE COMPANY, OR ITS AGENTS, AFFILIATES, SUPPLIERS OR PARTNERS, BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, OR SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE AND/OR YOUR PROVISION OF SERVICES, WHETHER THE DAMAGES ARE FORSEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8.5 Limitation of Liability. WITHOUT LIMITING THE FOREGOING, THE COMPANY'S AGGREGATE LIABILITY TO YOU ARISING WITH RESPECT TO THIS AGREEMENT AND YOUR USE OF THE SITE AND PROVISION OF SERVICES TO SERVICE REQUESTERS SHALL NOT EXCEED THE AMOUNT OF FEES EARNED BY THE COMPANY SPECIFICALLY IN CONNECTION WITH YOUR PERFORMANCE OF SERVICES DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

8.6 Jurisdictional Limitations. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION AND THAT

MAY NOT BE LIMITED BY THESE TERMS. YOU ACKNOWLEDGE AND AGREE THAT TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, YOU WAIVE ANY SUCH STATUTORY RIGHTS WITH RESPECT TO IMPLIED WARRANTIES.

9. Indemnification.

You hereby agree to indemnify and hold harmless the Company and its affiliates (and their respective employees, directors, agents and representatives) from and against any and all claims, costs, losses, damages, judgments, penalties, interest and expenses (including reasonable attorneys' fees actually incurred) arising out of or related to any claim, action, audit, investigation, inquiry or other proceeding instituted by a person or entity (a "Claim") that arises out of or relates to: (i) any actual or alleged breach of Your representations, warranties, or obligations set forth in this Agreement (or any other violation this Agreement or the Terms and Policies); (ii) Your use of the Site, Your receipt of Work Requests or Your provision of Services; and/or (iii) Your violation of any law, or Your violation of the rights of any third party, including, without limitation, Your infringement or alleged infringement of any intellectual property or other right of any person or entity. The foregoing indemnification obligations shall survive any termination of this Agreement. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by You, which will not excuse Your indemnity obligations under this Section 9. You agree not to settle any matter subject to the foregoing indemnification obligations without the express written consent and approval of the Company.

10. Termination.

Your access to the Site, Your Account, and this Agreement may be suspended or terminated by the Company at any time for any reason or no reason, with or without prior notice, without liability to the Company. Notwithstanding the foregoing or anything to the contrary contained herein, obligations and liabilities that arose prior to termination shall survive the termination of Your access to the Site, Your Account, and this Agreement.

11. Remedies Available to the Company.

11.1 The Company reserves the right to seek any and all remedies available at law or in equity in connection with Your violation of this Agreement.

11.2 We reserve the right to investigate complaints or reported violations of this Agreement and any other Terms and Policies and to take any action we deem necessary and appropriate. Such action may include reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties. In addition, we may take action to disclose any information necessary or appropriate to such persons or entities relating to user profiles, e-mail addresses, usage history, IP addresses and traffic information.

11.3 You agree that monetary damages may not provide a sufficient remedy to us for violations of this Agreement or any other Terms and Policies and You consent to injunctive or other equitable relief for such violations.

12. Copyright Rights.

The Company respects the copyright rights of others, and we ask our users and other third parties to

do the same. In appropriate circumstances and at our discretion, we may remove, suspend, terminate access, or take other appropriate action against users or other third parties who infringe the copyright rights of others.

13. Miscellaneous

13.1 Assignment. You may not assign this Agreement or any of Your rights herein, and any attempt to do so is null and void.

13.2 Severability. If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

13.3 Notices. You consent to the use of electronic means to complete this Agreement and to provide You with any notices related to this Agreement. You also consent to the use of electronic records to store information related to this Agreement and Your use of the Site.

Any notices to the Company must be sent in writing to the Company, 2 Park Avenue, 20th Floor, New York, NY 10016 via first class mail return receipt, with a copy to support-us@clickworker.com, and are deemed given upon signed receipt.

13.4 Governing Law. Performance under this Agreement shall be deemed to take place in the State of New York. This Agreement shall be governed by the laws of the State of New York, excluding its conflicts of laws principles. Any disputes arising from this Agreement shall be exclusively adjudicated in the state and federal courts having jurisdiction over the City of Rochester and County of Monroe, New York and You hereby irrevocably and unconditionally agree and consent to the exercise of jurisdiction over You by the state or federal courts having jurisdiction over Monroe County, New York.

13.5 Waivers. The Company will not be considered to have waived any of its rights or remedies, or any portion thereof, unless the waiver is in writing and signed by an authorized representative of the Company. The Company's failure to enforce the strict performance of any provision of this Agreement or any other Terms and Policies shall not constitute a waiver of the Company's right to subsequently enforce such provision or any other provisions of this Agreement or any other Terms and Policies.

13.6 Survivability. Terms and conditions of this Agreement which by their express language or by their sense and context survive the termination or cancellation of this Agreement will so survive.

13.7 Entire Agreement. This Agreement, as supplemented by any Work Request, together with all other Terms and Policies constitute the entire agreement between You and the Company with respect to the subject matter contained herein