

HireKeep, Inc.

## Terms of Service

### 1. Welcome

Welcome to the Terms of Service for HireKeep. This is an agreement (“Agreement”) between HireKeep, Inc. (“HireKeep”), a Delaware corporation, the owner and operator of HireKeep.com (the “Site”) and the HireKeep recruiting service (the Site and recruiting service collectively the “Service”), and you.

PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING OR USING THIS SITE IN ANY WAY, INCLUDING USING THE SERVICE, CLICKING ON THE “I ACCEPT” BUTTON, COMPLETING THE REGISTRATION PROCESS, AND/OR MERELY BROWSING THE SITE, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE AGREEMENT; (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH HIREKEEP, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE AGREEMENT PERSONALLY OR ON BEHALF OF THE COMPANY YOU HAVE NAMED AS THE EMPLOYER, AND TO BIND THAT COMPANY TO THE AGREEMENT.

**IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THIS SITE OR THE SERVICE.**

Throughout this document, the words “HireKeep,” “us,” “we,” and “our,” refer to our company, HireKeep, Inc., our Site or our Service, as is appropriate in the context of the use of the words. The term “Prospective Employee” will refer to users of our Service who are seeking employment opportunities through HireKeep. The term “Employer” will refer to a company or individual that is interested in hiring Prospective Employees through the use of our Service. The term “You” refers to the individual, company or legal entity, as applicable, identified as the user when you register on the Site, either as or on behalf of a Prospective Employee or Employer.

You agree to keep all information gained from using our Site confidential; you agree that (1) you will use any content submitted by Prospective Employees in accordance with applicable privacy and data protection laws; (2) you will not disclose the names or identities of any Prospective Employees outside of your recruiting or hiring department; AND (3) you will take appropriate physical, technical and administrative measures to protect content you obtain through use of the Site and/or Service from loss, misuse, unauthorized access, disclosure, alteration or destruction. You also agree not to post, publicly or privately disclose or disseminate any job offers which you become aware of through our Site or Service.

Our Service may allow you to upload photos, resumes, projects and other information and may allow you to message or communicate in other ways with other users through our Service. Any information that you post, transmit or submit through our Site or Service will be referred to as “Content” throughout this Agreement.

PLEASE NOTE THAT THIS AGREEMENT IS SUBJECT TO CHANGE BY HIREKEEP IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, we will make a new copy of the Agreement available at the Site. We will also update the “Last Revised” date at the top of the Agreement. If we make any material changes, and you have registered to use the Service, we will also send an e-mail to you at the last e-mail address you provided to us pursuant to this Agreement. Any changes to the Agreement will be effective immediately for new users of the Site or Service and will be effective thirty (30) days after posting notice of such changes on the Site for existing users, provided that any material changes shall be effective for users who have a registered account on the Site (“Registered Users”) upon the earlier of thirty (30) days after posting notice of such changes on the Site or thirty (30) days after dispatch of an e-mail notice of such changes to Registered Users. HireKeep may require you to provide consent to the updated Agreement in a specified manner before further use of the Site or the Service is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Site and/or the Service. Otherwise, your continued use of the Site and/or Service constitutes your acceptance of such change(s). YOU AGREE TO REGULARLY CHECK THE SITE TO VIEW THE THEN-CURRENT TERMS OF SERVICE.

## **2. Description of Service**

### **For Prospective Employees**

HireKeep is an online service that connects Prospective Employees with Employers through a proprietary algorithm. Prospective Employees may be asked to take an online assessment tool developed by HireKeep to evaluate and define certain human characteristics. Prospective Employees may also be asked to submit information to HireKeep in order that HireKeep may evaluate a Prospective Employee’s qualifications. Hirekeep will compile the Prospective Employee’s information to create a digital representation of that Prospective Employee’s unique characteristics (the “Candidate Match Profile”). Hirekeep will utilize the Candidate Match Profile to attempt to pair a Prospective Employee with an Employer. HireKeep may, in its sole discretion, recommend that a Prospective Employee and Employer schedule an interview through the Site. HIREKEEP MAKES NO REPRESENTATION THAT A PROSPECTIVE EMPLOYEE WILL EITHER BE RECOMMENDED TO AN EMPLOYER OR RECEIVE AN INTERVIEW WITH AN EMPLOYER.

Prospective Employees' use of HireKeep and the Site is free, and use of the services defined in this section are non-binding and do not create any contractual obligations between you and any Employer, or between you and us.

### **For Employers**

As an Employer, you have the opportunity to find qualified talent and reduce the costs involved with hiring and retaining such talent. Hirekeep is a subscription service that provides Employers an online and automated platform to solicit and interview Prospective Employees.

Hirekeep will seek to match Prospective Employees to a specific position within Employer's company (an "Active Position") at one or more of Employer's specified offices, remote offices, or other business locations (each individually a "Location" and collectively "Locations").

Employers may be asked to take an online assessment tool developed by HireKeep to evaluate and define certain human characteristics. Through your use of the Site, you will provide information to Hirekeep regarding the Active Position and Location(s) so that Hirekeep may populate a proprietary job description model of the skillsets, traits, and attributes you desire (the "Company Match Profile"). Once the Company Match Profile has been created, Hirekeep will attempt to match an unlimited number of Prospective Employees for each Active Position and each Location.

Subject to Section 4, Hirekeep will attempt to synchronize its service with your company's digital calendaring system ("Company Calendar"). Hirekeep will automatically populate interviews with Prospective Employees into the Company Calendar not less than twenty-four (24) hours prior to the interview. Through your use of the Site, you may limit the number of interviews as well as the dates and times where Hirekeep is allowed access to your Company Calendar. If you cannot accommodate the time and date selected by Hirekeep, Hirekeep will make two (2) additional attempts to reschedule. If the time and date are acceptable, but you reject the individual Prospective Employee, Hirekeep will permanently remove that Prospective Employee from the Company Calendar and will not attempt to reschedule. Hirekeep will continue adding interviews to the Company calendar until you notify Hirekeep to remove the Active Position, or the services are terminated pursuant to this Agreement.

All fees for Services are defined below in Section 6.

YOU UNDERSTAND THAT HIREKEEP DOES NOT INQUIRE INTO THE BACKGROUNDS OF ITS USERS OR ATTEMPT TO VERIFY THE STATEMENTS OF ITS USERS (ALTHOUGH IT RESERVES THE RIGHT TO CONDUCT ANY BACKGROUND CHECK OR OTHER SCREENINGS AT ANY TIME USING AVAILABLE PUBLIC RECORDS). YOU AGREE TO (1) CONDUCT ANY BACKGROUND CHECKS, REFERENCE CHECKS, OR OTHER DUE DILIGENCE THAT YOU MAY REQUIRE

BEFORE MAKING AN OFFER OF EMPLOYMENT TO A PROSPECTIVE EMPLOYEE, AND (2) COMPLY WITH ALL LAWS AND REGULATIONS RELATING TO THE INTENDED EMPLOYMENT OF ANY PROSPECTIVE EMPLOYEE.

### **3. Registration**

In registering for an account on the Site, you agree to (1) provide true, accurate, current, and complete information about yourself as prompted by the service registration form (“Registration Data”), and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You are responsible for all activities that occur under your account. If you provide any Content that is untrue, inaccurate, not current, or incomplete, or HireKeep has reasonable grounds to suspect that such Content is untrue, inaccurate, not current or incomplete, HireKeep has the right to suspend or terminate your account and refuse any and all current or future use of the Site and/or Service. You agree not to create an account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one account. You agree not to create an account or use the Site or Service if you have been previously removed by HireKeep, or if you have been previously banned from the Site or Service.

#### **Prospective Employee**

In order to use HireKeep as a Prospective Employee you must register and create a profile. The use of the Site and the Service is free for Prospective Employees. When registering with HireKeep, we may require you to provide us information such as your name, e-mail address, employment history, work experience, educational background and skill set. Furthermore, you agree to provide us with any other identifying documents that we may request. We will review the information that you provide to us during the registration process and we may also review any other information about you that is publicly available. We reserve the right, in our sole discretion, to accept or reject your registration to use our Site and Service. If your registration is accepted, you will be allowed to use our Service.

#### **Employer**

In order to use HireKeep as an Employer you must register. Registration is free. When registering we may ask you for additional information related to your company, as well as the criteria of the Prospective Employees that you desire HireKeep to find on your behalf. We will review the information that you provided to us during the registration process and any other information that is publicly available. We reserve the right, in our sole discretion, to accept or reject your registration to use our Site and Service. If your registration is accepted, you will be allowed access to our Site and Services.

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## 4. Your Responsibilities; Impermissible Acts

### Your Responsibilities

You are responsible for your use of the Site and Service and for any use of the Site or Service made using your account. You agree not to access, copy, or otherwise use the Site or the Service, including our intellectual property and trademarks, except as authorized by this Agreement or as otherwise authorized in writing by HireKeep. When using our Site and Service:

- You shall: (i) notify HireKeep immediately of any unauthorized use of any password or account or any other known or suspected breach of security; and (ii) report to HireKeep immediately and use reasonable efforts to immediately stop any copying or distribution of any information or property, either owned by HireKeep or you, that has been copied or distributed in an unauthorized manner.
- You are responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the HireKeep Site, including, without limitation, modems, hardware, server, software, Internet browsers operating system, networking, web servers, long distance and local telephone service, but excluding the HireKeep Site itself (collectively, "Equipment"). You shall be responsible for ensuring that such Equipment is compatible with the HireKeep Site. You shall also be responsible for the use, and maintaining the security, of the Equipment.

### Impermissible Acts

As a condition to your use of the Site, you agree not to:

- upload, post, email, transmit or otherwise make available any information, materials or other content that is illegal, harmful, threatening, abusive, harassing, defamatory, obscene, pornographic, offensive, invades another's privacy, or promotes bigotry, racism, hatred for harm against any individual or group;
- impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- phish, collect, upload, post, email, transmit or otherwise make available any login data and/or passwords for other web sites, software or services;
- phish, collect, upload, post, email, transmit or otherwise make available credit card information or other forms of financial data used for collecting payments;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Site;

- upload, post, email, transmit or otherwise make available any information, materials or other content that infringes another's rights, including any intellectual property rights;
  - upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
  - upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
  - use any manual or automated software, devices, or other processes to "crawl," "spider" or "screen scrape" any web pages contained in the Site;
  - reverse engineer, decompile or disassemble any of the software used to provide the Site;
  - reproduce, duplicate or copy or exploit any other portion of the Site, without the express written permission of HireKeep;
  - interfere with or disrupt the Site, or any servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
  - obtain, collect, store or modify the personal information about other users;
  - modify, adapt or hack the Site or falsely imply that some other site is associated with the Site or HireKeep; or
  - use the Site for any illegal or unauthorized purpose. You must not, in the use of the Site, violate any laws in any applicable jurisdiction (including but not limited to copyright laws).
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## **5. The Interview Process**

### **Prospective Employee's Role**

After a Prospective Employee has registered and completed a Candidate Match Profile, he or she will be able to view any and all scheduled interviews using software made available by us through our Site and Service. Prospective Employees are solely responsible for regularly checking the Site for updated interviews. The Prospective Employee is responsible for timely attending the interview and for completing any follow-up requested by us on the Site. The Prospective Employee must notify HireKeep of any scheduling conflict regarding any interview no less than forty-eight (48) hours prior to the interview's scheduled time. The Prospective Employee agrees not to attempt to circumvent our Site and Service by independently communicating with an Employer that was identified through our Site or Service.

A Prospective Employee is required to promptly notify HireKeep if the Prospective Employee accepts an offer of employment (an “Employment Offer”), whether for an indefinite or fixed term.

### **Employer’s Role**

After an Employer’s registration has been accepted by us, the Employer will be able complete a Company Match Profile and begin filling Active Positions.

Once HireKeep has introduced a Prospective Employee to an Employer, the Employer agrees to communicate exclusively with the Prospective Employee through our Site and Service until the date and time of the interview. The Employer and the Prospective Employee may use other means of communication after the interview. The Employer agrees not to attempt to circumvent our Site and Service by independently communicating and hiring the Prospective Employee through alternative means after discovering the Prospective Employee through our Site or Service.

### **Our Role**

HireKeep does not act as an agent of any party for the purposes of the interview process. HireKeep merely provides Prospective Employees and Employers the platform to create interviews through the Site and Service. Prospective Employees and Employers are solely responsible for any issues arising between them from the use of HireKeep’s Site or Service.

Any agreements created between an Employer and a Prospective Employee are not binding on us. We are not liable for, or obligated to enforce, any agreements between an Employer and a Prospective Employee. You will not consider HireKeep, nor will HireKeep be construed as, a party to such transactions, whether or not HireKeep receives some form of remuneration in connection with the transaction, and HireKeep will not be liable for any costs or damages arising out of or related to such transaction.

We do not create any contractual obligations between the Prospective Employee and the Employer through the use of the Service. The Prospective Employee is not obligated to accept employment from any Employer. Similarly, the Employer is not obligated to make an offer of employment to the Prospective Employee.

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## **6. Subscription, Fees, and Payments**

### **For Prospective Employees**

HireKeep is free for Prospective Employees. Prospective Employees continued use of the Site and Service is conditioned on Prospective Employee's compliance with the terms of this Agreement.

## **For Employers**

### Subscription

Employers who subscribe to our Services will be charged a monthly fee that will renew on a month-to-month subscription period until terminated according to this Agreement ("Subscription").

### Fees

**One-Time Fees.** Some benefits, like reserving the White Glove Candidate Service, are available for a specific fee or rate per use. We will bill one-time charges at the time of purchase/use of these benefits.

**Recurring Billing.** By starting your Subscription and providing or designating a Payment Method, you authorize us to charge you a monthly subscription fee at the then current rate, and any other charges you may incur in connection with your Subscription to your Payment Method. You acknowledge that the amount billed each month may vary from month to month for reasons that may include differing amounts due to promotional offers, including gift card redemption and promotional code redemption, and/or changing or adding a plan, and you authorize us to charge your Payment Method for such varying amounts, which may be billed monthly in one or more charges.

**Price Changes.** We reserve the right to adjust pricing for our service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in this Agreement, any price changes to your service will take effect following email notice to you

**Billing Cycle.** The subscription fee for our service will be billed at the beginning of the paying portion of your subscription and each month thereafter unless and until you cancel your subscription. We automatically bill your Payment Method each month on the calendar day corresponding to the commencement of your paying subscription. Subscription fees are fully earned upon payment. We reserve the right to change the timing of our billing, in particular, as indicated below, if your Payment Method has not successfully settled. In the event your Subscription began on a day not contained in a given month, we may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate. For example, if you started your Subscription on January 31st, your next payment date is likely to be February 28th,



and your Payment Method would be billed on that date. Your renewal date may change due to changes in your Subscription.

**No Refunds.** PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. Following any cancellation, however, you will continue to have access to the service through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our subscribers ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

**Payment Methods.** You may edit your Payment Method information by visiting our Site. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charges. Check with your Payment Method service provider for details.

**Cancellation.** You may cancel your subscription at any time. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH SUBSCRIPTION PERIODS. To cancel, go to the Site and follow the instructions for cancellation.

IF YOU ARE AN EMPLOYER who is using our Site and/or Service, you agree to the provisions regarding this Section 6, as applicable. If you do not agree with any of the provisions of this Agreement, please terminate your account immediately and cease using HireKeep. YOUR OBLIGATION TO PAY ANY FEES SURVIVES ANY TERMINATION OF THIS AGREEMENT.

## 7. Disclaimer of Warranties

THE SERVICES, AND ALL MATERIALS, INFORMATION, AND SERVICES INCLUDED IN THE HIREKEEP SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH NO WARRANTIES WHATSOEVER. HIREKEEP AND ITS LICENSORS EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.

HIREKEEP AND ITS LICENSORS DISCLAIM ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SERVICES. HIREKEEP DOES NOT WARRANT THAT (I) THE SERVICE WILL MEET YOUR SPECIFIC REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE HIREKEEP SITE WILL BE CORRECTED.

HIREKEEP AND ITS LICENSORS DISCLAIM, ANY WARRANTIES FOR ANY INFORMATION, CONTENT OR ADVICE OBTAINED THROUGH THE SERVICES. HIREKEEP AND ITS LICENSORS DISCLAIM ANY WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE HIREKEEP SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED BY THE HIREKEEP SITE.

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE FORMS AND CONTENT ON THE HIREKEEP SITE AND THE SERVICE IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR LOSS OF DATA THAT RESULTS FROM THE SUBMISSION OR DOWNLOAD OF SUCH CONTENT.

Technical support is only provided to paying account holders and is only available via email and limited phone support. We will use commercially reasonable efforts to respond within a reasonable amount of time during regular business hours.

#### 8. Limitation of Liability.

UNDER NO CIRCUMSTANCES SHALL HIREKEEP OR ITS LICENSORS BE LIABLE TO YOU ON ACCOUNT OF YOUR USE OR MISUSE OF OR RELIANCE ON THE SERVICES OR HIREKEEP'S SITE, OR ANY CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, (EVEN IF HIREKEEP OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SERVICES OR HIREKEEP SITE, FROM INABILITY TO USE THE SERVICES OR HIREKEEP SITE, OR FROM THE INTERRUPTION,

SUSPENSION, OR TERMINATION OF THE SERVICES OR HIREKEEP SITE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES).

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 SERVICES OR HIREKEEP SITE OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO, THE HIREKEEP SERVICES. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

**For Jurisdictions that do not allow us to limit our liability:** Notwithstanding any provision of this Agreement, if your jurisdiction has provisions specific to waiver or liability that conflict with the above then our liability is limited to the smallest extent possible by law. Specifically, in those jurisdictions not allowed, we do not disclaim liability for: (a) death or personal injury caused by our negligence or that of any of our officers, employees or agents; or (b) fraudulent misrepresentation; or (c) any liability which it is not lawful to exclude either now or in the future.

IF YOU ARE A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT REGARDING RELEASE THEN THE FOLLOWING APPLIES. FOR EXAMPLE, CALIFORNIA RESIDENTS MUST, AS A CONDITION OF THIS AGREEMENT, WAIVE THE APPLICABILITY OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU HEREBY WAIVE THIS SECTION OF THE CALIFORNIA CIVIL CODE. YOU HEREBY WAIVE ANY SIMILAR PROVISION IN LAW, REGULATION, OR CODE THAT HAS THE SAME INTENT OR EFFECT AS THE AFOREMENTIONED RELEASE.

## 9. Force Majure

Without limiting the foregoing, under no circumstances shall HireKeep or its licensors be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its 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. Our Copyright**

HireKeep relies on the uniqueness of its content and Service to distinguish itself from third parties. You agree not to copy, distribute, display, disseminate, or otherwise reproduce any of the information on our Site without receiving our prior written permission. Without limiting the generality of the foregoing, you also agree not to attempt to aggregate any data provided through our Site or Service.

## **11. Your Copyright**

HireKeep must be assured that it has the right to use the content that is submitted to us. In the event that you submit any information to our Site, you agree that you are granting us a non-exclusive, universal, perpetual, irrevocable, sublicensable, commercial and non-commercial right to use, distribute, sell, publish, and otherwise make use of the content that you submit to us to the extent that is necessary to provide you with our Service and to improve our Service. You warrant to us that you have the right to grant us this right over the content, and that you will indemnify us for any loss resulting from a breach of this warranty and defend us against claims regarding the same.

Without limiting the generality of this section, you agree that we may cache data from requests and use it to process future requests.

## **12. Trademarks**

"HireKeep" is a recognized mark used by us, HireKeep, Inc., to uniquely identify our Site, Service, and business. You agree not to use this phrase anywhere without our prior written consent. Additionally, you agree not to use our trade dress, or copy the look and feel of our website or its design, without our prior written consent. You agree that this paragraph goes beyond the governing law on intellectual property law, and includes prohibitions on any competition that violates the provisions of this paragraph, including starting your own competing service.

## **13. Revocation of Consent**

We may revoke our consent for your use of our intellectual property, or any other permission granted to you under this Agreement, at any time. You agree that if we so request, you must take immediate action to remove any usage of our intellectual property that you may have engaged in, even if it would cause a loss to you.

## 14. Copyright & Trademark Infringement

We take copyright infringement very seriously, and we have registered a Copyright Agent with the United States Copyright Office, which limits our liability under the *Digital Millennium Copyright Act*. If you believe that your copyright has been infringed, please send us a message which contains:

- Your name.
- The name of the party whose copyright has been infringed, if different from your name.
- The name and description of the work that is being infringed.
- The location on our website of the infringing copy.
- A statement that you have a good faith belief that use of the copyrighted work described above is not authorized by the copyright owner (or by a third party who is legally entitled to do so on behalf of the copyright owner) and is not otherwise permitted by law.
- A statement that you swear, under penalty of perjury, that the information contained in this notification is accurate and that you are the copyright owner or have an exclusive right in law to bring infringement proceedings with respect to its use.

You must sign this notification electronically and send it to our Copyright Agent at [hello@hirekeep.com](mailto:hello@hirekeep.com).

Although U.S. law does not provide for a similar procedure for trademark infringement, we recommend that you send us similar information to that above in regards to any allegation of trademark infringement, and we will address it as soon as practicable.

## 15. Communications Decency Act

Similar to the DMCA provisions above, United States law—specifically Section 230 of the Communications Decency Act—creates a defense for us for the actions of third parties in regards to any defamatory content posted on our website. Although we are not liable for defamatory words posted on our Site by our users even if given notice, we do prohibit defamation under this Agreement and we may, if we believe the situation warrants it, take action against the offending User. Please notify us at [hello@hirekeep.com](mailto:hello@hirekeep.com) if any of our users have posted anything that you believe is defamatory.

## **16 Indemnification**

You agree to indemnify and hold us harmless for any claims by you or any third party which may arise from or relate to this Agreement or the provision of our Service to you, including any damages caused by your use of our Site or Service. You also agree that you have a duty to defend us against such claims and we may require you to pay for an attorney(s) of our choice in such cases. You agree that this indemnity extends to requiring you to pay for our reasonable attorneys' fees, court costs, and disbursements. In the event of a claim such as one described in this paragraph, we may elect to settle with the party/parties making the claim, and you shall be liable for the damages as though we had proceeded with a trial.

### **17 Choice of Law**

The laws in force in the District of Columbia shall govern this Agreement and any dispute arising from this disagreement. The offer and acceptance of this contract is deemed to have occurred in the District of Columbia.

### **18. Jurisdiction for Dispute**

Any dispute arising from or relating to this Agreement will be heard solely by a court of competent jurisdiction in the District of Columbia.

If you bring a dispute in a manner other than in accordance with this section, you agree that we may move to have it dismissed, and in so doing, that you will be responsible for our reasonable attorneys' fees, court costs, and other disbursements.

You agree that the prevailing party in any dispute will be entitled to claim from the unsuccessful party the entire amount equal to the prevailing party's reasonable attorneys' fees, costs, and other disbursements.

### **19. Assignment**

We may assign our rights and/or obligations under this Agreement to any other party. You may not assign your rights and/or obligations under this Agreement to any other party without our prior written consent.

### **20. Severability**

If any single portion or combination of portions of this Agreement is found to be unlawful, conflicting with another provision of the Agreement, or otherwise unenforceable, the Agreement will remain in force as though it had been entered into without the unenforceable provisions being included in it.

If two or more provisions of this Agreement are deemed to conflict with each other's operation, we shall have the sole right to elect which provision remains in force.

## **21. Non-Waiver**

Any failure to act on our part against you, or anybody else, for actionable conduct under a breach of this Agreement should not be considered a waiver of our rights under this Agreement or under any applicable laws.

## **22. Termination**

We may terminate your account, or our provision of services or information to you, or cancel your order at our discretion without explanation. Our liability for refunding you will be limited to the amount you paid directly to us during the current billing period, except in cases where the termination or cancellation was due to your breach of this Agreement.

You are solely responsible for properly canceling your account pursuant to the cancellation procedure set forth in Section 6.

## **23. California Users**

Pursuant to California Civil Code Section 1789.3, any questions about pricing, complaints, or inquiries about our Site must be addressed to our agent for notice and sent via certified mail to: 1401 New York Ave NE Suite 370, Washington, DC 20002

Lastly, California users are also entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.