

## The Mom Project Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY, INCLUDING THE MANDATORY ARBITRATION PROVISION WHICH (IF YOU ARE RESIDENT IN THE USA OR ELSEWHERE IN THE WORLD, BUT NOT IF YOU ARE A CONSUMER IN THE EUROPEAN UNION) REQUIRES THAT DISPUTES ARE RESOLVED BY FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL AND NOT A CLASS-WIDE OR CONSOLIDATED BASIS.

Welcome to the online marketplace and community that connects professionally accomplished women with world-class companies for rewarding career opportunities! The website located at [www.themomproject.com](http://www.themomproject.com) (the "Site") and all related services, software applications and networks are provided by The Mom Project, Inc ("The Mom Project", "TMP", "We" or "we").

1. **Acceptance.** These terms of use ("Terms of Use") contain the terms and conditions of the Site and incorporate by reference the Privacy Policy and such other agreements and policies as TMP may amend, revise or post from time to time. By accessing, browsing or using the Site and/or the Platform, all users and viewers ("You", "you", "User", or "user") accept all terms and conditions contained in the Terms of Use as they create a binding a contract between you and The Mom Project. If you are accessing the Site or the Platform for an organization, you agree to these Terms of Use on behalf of that organization. You should review the Site and the Platform periodically as TMP reserves the right to change, amend or update the Site or the Platform from time to time. The Site and the Platform may only be accessed by individuals who have accepted the Terms of Use.
2. **The Mom Project Platform.** The mission of The Mom Project is to match highly skilled professional women seeking to reenter the workplace with businesses in a structure that is attractive and rewarding for both parties. In that regard, The Mom Project is a web-based market place (the "Platform") where companies (each, "Company" or "Companies") seeking business related services ("Services") connect with independent professional and consultant women (each, "Talent") for placement services including project based staffing, interim and permanent staffing, and strategic advisory services. Companies or Talent may be referred in these Terms of Use as "you" or "You".
3. **Services.** The Mom Project will perform for Company the Services specified in, and in accordance with the terms of order forms subject to this Agreement and an accompanying work order agreed to and signed by both Parties (each, a "**Purchase Order**"). If there is a conflict or ambiguity between any of the terms of this Agreement and a Purchase Order, the terms of the Purchase Order will prevail for that Purchase Order only.
  - a. Service fee of 20% of project value will be collected by The Mom Project for 1099 contractor services rendered.
  - b. Service fee of 20% of first year salary to be charged in cases of direct recruitment or conversion for permanent positions.
4. **The Mom Project Duties & Responsibilities** During the Term, The Mom Project will:
  - a. Help vet members of the database for appropriate track record and experience;
  - b. Procure background checks on candidates selected by Company consisting of verification of education, employment and professional license performed by The Mom Project's business partner, GoodHire, LLC, and as further set forth on Schedule 2 attached hereto;

- c. Subject to the payment terms set forth in Section 5 below, disburse payments between the Company and Talent;
- d. Comply with applicable federal, state and local laws and regulations applicable to its performance of the Services as set forth in this Agreement and an applicable Order Form;
- e. If Company so elects, act as a third party processor and will file 1099K forms to the IRS for Talent based in the United States;
- f. Assist Company and Talent with resolving disputes that may arise from time to time; and
- g. Unless otherwise agreed to in writing by the Parties, the duties and responsibilities listed in this Section above describe The Mom Project's complete scope of Services under this Agreement.

**2. Company's Duties & Responsibilities** During the Term, The Company will:

- a. Be responsible for setting the scope for Contractor Services;
- b. Make final selection of Talent for performance of Contractor Services;
- c. Upon completing the selection process, execute The Mom Project's form Independent Contractor Agreement (or as otherwise agreed by the Parties) engaging Talent as an independent contractor for Contractor Services;
- d. Provide Talent with copies of Company's policies, standards and practices to Talent prior to commencement of Contractor Services;
- e. To the extent that Talent may require access to Company's premises, provide Talent with copies of Company's security procedures and rules with respect to access to Company's premises and use of Company's facilities; and
- f. Make timely payments for Contract Services to Talent and for Services to The Mom Project, subject to the terms in Section 3.

**3. Invoicing, Payment Terms.**

- a. The Mom Project will invoice Company on a bi-monthly or monthly basis, or as otherwise agreed in writing by the Parties. Invoices will set forth amounts due for Services provided by The Mom Project under the Purchase Order and Contract Services provided by Talent.
- b. Company will pay amounts payable to The Mom Project and Talent upon receipt of invoice submitted by The Mom Project.
- c. Invoices will be supported by time sheets or other agreed system for documenting time worked by Talent. Company's signature, email confirmation or other agreed method of approval of the work time submitted for Talent certifies that the documented hours are correct and authorizes The Mom Project to bill Company for those hours. If a portion of any invoice is disputed, Company will pay the undisputed portion until the disputed portions are resolved at which time, Company will pay those portions.
- d. Term & Termination. Either Party may terminate a purchase order by giving fourteen (14) days written or with cause upon twenty-four (24) hours notice. As used herein, "cause" shall mean non-performance as defined by the Company or a breach of any material term of this Agreement, the violation of any laws, and/or the negligent or intentional misconduct of either party. Upon termination, Company will be responsible for payment for all Services rendered and including a pro-rated portion for Deliverables in progress prior to the date of termination.
- e. Payment Methods. By accessing or using the Platform, Company authorizes TMP to collect, utilize and retain bank account or credit card payment information provided by Company in the Platform as Company's method for payment for the Services. To the extent TMP accepts other

forms of payment through the Platform, Company authorizes TMP to collect, utilize and retain such information.

- f. **Circumvention.** Payments made or actions taken outside of the Platform with regard to the Services (including without limitation, submitting or soliciting or accepting proposals to parties identified through the Platform or invoicing or reporting to TMP invoice or payment amounts lower than agreed to in the Platform), shall be a violation of these Terms of Use and shall be immediately subject to a 20% fee payable to TMP as if the payments had been routed through the Platform. Other specific payment and non-payment terms shall be as set forth in the Company Agreement. You hereby agree to notify TMP immediately at [support@themomproject.com](mailto:support@themomproject.com) if a party contacts you to make payments or take other actions outside of the Platform as set forth in this subsection.
- g. **Taxes.** TMP's role is to connect Companies and Talent based on a Company's scope of work and Talent's background and experience. For tax purposes, TMP is a third party processor only. TMP will file 1099K forms to the IRS for Talent based in the United States who receives payment through the Platform. Other than its obligation to file 1099K forms, TMP has no responsibility for other tax related matters including, without limitation, determining the tax status of the relationship between a Company and Talent or a party's tax filing obligations.

#### 4. Independent Contractor Relationship.

- a. It is the intent of this Parties that Talent is classified as an independent contractor of the Company. The Company shall not control the manner or means by which Talent performs the Contract Services. Talent will determine the method, details, and means of performing the Services. Except as specifically set forth herein, Company will not have any right or authority to direct or limit Talent's activities with respect to Talent's hours, services, time off, training, vacation or activities of Talent on behalf of other persons. Company will not offer Talent to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by Company to its employees, and will not make any offer or promise relating to Talent's compensation or benefits.
- b. Company is solely responsible for determining whether a relationship between Company and Talent qualifies as an independent contractor relationship and whether a Talent qualifies as an independent contractor. The Mom Project shall not be responsible or liable to Company, Talent or any third party for the determination of independent contractor status.
- c. Nothing in this Agreement shall be construed to create any association, partnership, joint venture, employee or agency relationship between the Company and the Mom Project or Talent and The Mom Project. The Mom Project does not in any way, directly or indirectly, control, supervise or control Talent's work, Talent's work hours or locations.
- d. Other than The Mom Project's obligation to issue 1099K forms as set forth In Section 2 above, The Mom Project has no responsibility for other tax related matters including, without limitation, determining the tax status of the relationship between Company and Talent or their tax filing obligations. The Mom Project is not responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining worker's compensation insurance on Talent's behalf.

**5. Confidential Information.**

- a. During the Term, the Parties may have access to information that is treated as confidential and proprietary by the disclosing Party including without limitation trade secrets, technology, and information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, and personnel, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, "Confidential Information"). The Parties agree: (i) to protect the Confidential Information in the same manner that it protects the confidentiality of its own proprietary and Confidential Information; (ii) not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without prior written consent of the disclosing Party in each instance, or (iii) to use any Confidential Information for any purpose except for performing each Party's obligations under this Agreement or as required by law.
- b. No knowledge, possession, or use of Company's Confidential Information will be imputed to The Mom Project as a result of Talent's access to such information.
- c. Except to the extent that Talent is given access by Company to Confidential Information as part of Talent's performance of the Contract Services, The Mom Project shall not provide access to Company's Confidential Information to Talent.
- d. Confidential Information may not be copied or reproduced without the disclosing Party's prior written consent, except in connection with the performance of the Services.
- e. All Confidential Information made available hereunder, including copies thereof, shall be returned to the disclosing Party or destroyed upon the latter to occur or (i) the need for access has been fulfilled, or (ii) completion of the Services or termination of the Agreement.
- f. Confidential Information shall not include information that: (i) is or becomes generally available to the public other than through a Party's breach of this Agreement; (ii) is communicated to a Party by a third party that had no confidentiality obligations with respect to such information; or (iii) was known to a Party prior to disclosure under this Agreement, or (iv) is developed by a Party without use of Confidential Information.
- g. Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. A Party agrees to provide written notice of any such order to an authorized officer of the Company within 48 hours of receiving such order, but in any event sufficiently in advance of making any disclosure to permit the other Party to contest the order or seek confidentiality protections, as determined in that Party's sole discretion.

**5. Exclusivity.** In consideration of the services provided to you by TMP as Company or Talent, you agree, for a twelve (12) months period following the date you were introduced to the other party or identified as a potential match by TMP, or through the Site or Platform ("Exclusivity Period"), to make exclusive use of the Site and Platform to retain services from or make payments to the other party. During the Exclusivity Period, you will not request work or make payments, directly or indirectly, in any manner or method that circumvents the use of TMP, the Site or the Platform. Any change to this exclusivity requirement or one-time exception must be agreed to in advance by TMP.

**6. Eligibility.** This Site may only be accessed by entities and individuals who are capable of entering into a legally binding contract under applicable law and who are not prohibited by any law, decree, regulation, treaty or administrative act, national or international, from accessing the Site, utilizing the Services or participating in the Platform.

**7. Privacy.** Your privacy is important to The Mom Project. This Site may be accessed and viewed by the general public without the user having to release any personal or personally identifiable information (“Personal Information”). If you are a Company or Talent, you understand, acknowledge, and agree that the operation of certain Services through the Site, including without limitation, registering your account as either a Company or Talent and utilizing the Platform, requires the submission, use, and dissemination of various Personal Information. Accordingly, if you wish to access and use those Service, you acknowledge and agree that your use of the Site and the Platform will constitute acceptance of TMP's Personal Information collection and use practices. Please see our Privacy Policy that explains how we collect and use your information.

**8. Proprietary Rights.**

- a. **Content.** Unless otherwise noted, all of the content on the Site including text, images, videos, graphics, sound, data, links and supporting systems and software, whether created, submitted or uploaded by TMP, you or third parties for display on the Site or in connection with your use of the Platform, is owned by or licensed to TMP (the “Content”). All such Content shall be protected by U.S. copyright and international treaties. Except as expressly provided herein, TMP does not grant any express or implied right to you or any other person or entity under any intellectual or proprietary rights. Accordingly, your unauthorized use of the Site or the Platform may violate intellectual property or other proprietary rights laws as well as other laws, regulations, and statutes. Please be aware that TMP does enforce its intellectual property rights to the fullest extent of the law and, in particular and without limitation, with respect to illegal use of terms confusingly similar to any of TMP's trademarks. This Site is Copyright © 2016 The Mom Project, Inc and/or its licensors. All rights reserved. TMP also owns a copyright in the contents of the Site and the Platform as collective work and/or compilation and in the selection, coordination, arrangement, and enhancement of the content of the Site. Any downloadable or printable programs, directories, databases, information, or materials available through the Site and Platform and all copyrights, trade secrets, and know-how related thereto, unless otherwise indicated, are owned by TMP. The Mom Project, the TMP logo, and all other names, logos, and icons identifying TMP and its Services are proprietary trademarks of TMP, and any use of such marks, including, without limitation, as domain names, without the express written permission of TMP is strictly prohibited. Other service and entity names mentioned herein may be the trademarks and/or service marks of their respective owners.
- b. **License.** Unless otherwise expressly stated in writing by TMP, you are granted a limited, non-sublicensable license (i.e. a personal and limited right) to access and use the Site or the Platform for your personal or internal business use only. By submitting or entering Content to the Site or Platform, you represent and warrant that you own all rights, title and interest to any Content you upload to the Site or the Platform and grant TMP a perpetual, non-exclusive, irrevocable worldwide, royalty free, fully paid transferable, sub-licensable, license to copy, display, upload, perform, distribute, store, modify and otherwise use Content submitted by you by any means, forever and worldwide. TMP reserves the right to use the Content in accordance with the Privacy Policy and to make changes to the Content from time to time and as it deems necessary.

**9. Site and Platform Rules.**

- a. **User Obligations.** By downloading, accessing, or using the Site or the Platform to view TMP's information and materials or submit information of any kind, you represent that you are at least the legal age of majority and will, at all times, provide true, accurate, current, and complete information when submitting information or materials on the Site, including, without limitation, when you provide information via Site registration, profile or account creation or other submission form. If you provide any false, inaccurate, untrue, or incomplete information, TMP reserves the right to terminate immediately your access to and use of the Site or the Platform. In addition, you agree to abide by all applicable local, state, national, and international laws and regulations with respect to your use of the Site or the Platform. Without limiting the generality of the foregoing, you agree that you shall not use nor disclose to any other party in a manner not permitted by these Terms of Use any Personal Information or confidential information, which you receive or which is made available to you in connection with the Site or the Platform. These Terms of Use are also expressly made subject to any applicable export laws, orders, restrictions, or regulations. You shall not export the Site and/or Platform (or access thereto) without complying with such laws, orders, restrictions, or regulations. In addition, you also acknowledge and agree that use of the Internet and access to or transmissions or communications with the Site or the Platform is solely at your own risk. You agree to assume all responsibility concerning activities related to your use of the Site, including, providing any support or meeting any requirements of your contracts with third parties, obtaining and paying for all licenses and costs for third-party software and hardware necessary for your use of the Site or the Platform, and maintaining and backing up any data. While TMP will make commercially reasonable efforts to create a secure and reliable Site and Platform, you should understand that the confidentiality of any communication or material transmitted to/from the Site and/or the Platform over the Internet or other form of global communication network cannot be guaranteed. Security breaches, hacking being one example, may occur. You acknowledge that TMP is not be liable for any matter or claim that may arise from such a breach impacting the Site or the Platform.
  
- b. **Use of Content.** Content may be viewed, downloaded, printed or copied for personal use or internal business use only and may not be used for any other purposes without consent of The Mom Project. The Content may not be reproduced, modified, displayed, sold or distributed or used in any other way (including copying or adapting HTML code) for public or commercial purposes.
  
- c. **Feedback.** TMP welcomes your input about TMP's Services, the Site or the Platform. If you provide any feedback, suggestions or comments or other information to TMP regarding the Site, the Platform or the Services (collectively, "Feedback"), TMP may use such Feedback for any purpose. To allow us to incorporate such Feedback into our Site, Platform or Services, any Feedback will be deemed to include a royalty-free, perpetual, irrevocable, transferable, non-exclusive right and license for TMP to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, and display (in whole or in part) worldwide, or act on such Feedback without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content, and you hereby waive any claim to the contrary. By transmitting such Feedback, you represent and warrant that such Feedback does not infringe or violate the intellectual property or proprietary rights of any third party (including, without limitation, patents, copyrights, or

trademark rights) and that you have all rights necessary to convey to TMP and enable TMP to use such Feedback.

- d. **Registration.** If you are using or creating an account or profile with TMP on behalf of a company, entity or organization, then you represent and warrant that you are an authorized representative with the authority to bind such company, entity or organization to these Terms of Use and that you agree to these Terms of Use on behalf of such company, entity or organization.
- e. **Status of Site and Platform.** The Site and/or Platform (i) may on occasion be unavailable due to updates, maintenance or malfunction of computer equipment or for other reasons, or (ii) may from time to time, at TMP's sole discretion, be amended, modified, revised, altered, or taken down, including the Services available through the Platform, in each case without notice to You.
- f. **Restrictions.** BY USING THE SITE AND THE PLATFORM, YOU AGREE NOT TO violate any law, contract, intellectual property or other third-party right or commit a tort in connection with TMP, the Services or your use of the Site or the Platform. TMP reserves the right to perform investigations and take appropriate legal action against anyone who violates this provision in TMP's sole discretion. Listed below are examples of the types of uses or actions that are illegal or prohibited by TMP. This list is non-exclusive. You agree that you will comply with these Terms of Use and will not:
  - i. use the Site or Platform for any purposes except for its intended purposes;
  - ii. interfere with a business relationship formed through the Site or Platform including without limitation manipulating pricing for Services offered by TMP, or use the Site or Platform for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;
  - iii. defame, harass, abuse, threaten or defraud Users, or collect, or attempt to collect, Personal Information or confidential information about users or third parties without their consent;
  - iv. post, upload, or distribute any defamatory, libelous, or inaccurate, or hateful or racially or ethnically objectionable Content;
  - v. solicit personal information from anyone under the age of 18;
  - vi. impersonate any person or entity, falsely claim an affiliation with any person or entity, or access TMP accounts of others without permission, forge another persons' digital signature, misrepresent the source, identity, or content of information transmitted via the Site or the Platform, or perform any other similar fraudulent activity, use or attempt to use another user's account without authorization from that user;
  - vii. make unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users;
  - viii. harvest or collect the email addresses or other contact information of other Users without their consent;
  - ix. remove, circumvent, disable, damage or otherwise interfere with security-related features of the Site, the Platform or the Content, features that prevent or restrict use or copying of any Content;
  - x. reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Site or the Platform or any part thereof, except and only to the extent that this activity is expressly permitted by the law of your country of residence;

- xi. rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses granted in these Terms of Use;
- xii. modify, adapt, translate or create derivative works based upon the Site or the Platform or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- xiii. intentionally interfere with or damage the operation of the Site or the Platform or any user's enjoyment thereof, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code;
- xiv. relay email from a third party's mail servers without the permission of that third party;
- xv. use any robot, spider, scraper, crawler or other automated means to access the Site or the Platform for any purpose;
- xvi. manipulate identifiers in order to disguise the origin of any Content transmitted through the Site or the Platform;
- xvii. interfere with or disrupt the Site or the Platform servers or networks connected therewith, or disobey any requirements, procedures, policies or regulations of networks connected to the Site or Platform or use the Site or Platform in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Site or Platform, or that could damage, disable, overburden or impair the functioning of thereof in any manner; or
- xviii. attempt to indicate in any manner that you have a relationship with TMP or that the TMP endorsed you or any products or services for any purpose.

g. **Links to Other Sites.** TMP, in its sole discretion, may provide links to other websites (including links to social media or press sites) for your convenience in locating or accessing related information, products, and services. These websites have not necessarily been reviewed by TMP and are maintained by third parties over which TMP exercises no control. Accordingly, TMP expressly disclaims any responsibility for the content, the materials, the accuracy of the information, and/or the quality of the products or services provided by, available through, or advertised on these third-party websites. Moreover, these links do not imply an endorsement with respect to any third party or any website or the products or services provided by any third party. TMP encourages you to learn about the privacy practices and terms of those other companies.

h. **Digital Millennium Copyright Act.** If you believe that anything on the Platform or the Site infringes upon any copyright that you own or control, you may send a notification of such infringement to [support@themomproject.com](mailto:support@themomproject.com) as set forth below. Please see 17 U.S.C. §512(c)(3) for the requirements of a proper notification. Knowingly misrepresenting in your notification that the material or activity is infringing, may result in your liability for damages, including costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

**10. No Conflicts with Prior Agreements.** You represent and warrant to TMP that you are under no restriction or obligation that may affect your use of the Site, the Platform or act as a Company or Talent with regard to the Services.

**11. Release.** Through the Site and the Platform, TMP offers a venue for connecting Companies and Talent, and except to the extent, if any, that TMP serves as a communications platform between Companies and



Talent, suggests potential Talent to Companies in connection with the Services, and disburses payments between them, TMP does not take part in the interaction between Companies and Talent. A Company's decision to retain Talent for a scope of services or confirm information provided to Company by Talent through the Platform, or otherwise, is in its sole discretion. As a result of TMP's limited involvement in the actual contact between Company and Talent, you hereby release TMP, and TMP's officers, directors, agents, investors, subsidiaries, and employees from any and all claims, demands, or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with a dispute you may have with a Company, Talent or other user. TMP expressly disclaims any liability or claims that may arise between users of the Site or the Platform.

California residents waive any rights that they may have under California Civil Code Section 1542, which reads: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

- 12. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL TMP BE LIABLE TO ANY USER OF THIS SITE OR THE PLATFORM OR ANY OTHER PERSON OR ENTITY FOR DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY RESULT FROM THEIR USE, MISUSE, UNAUTHORIZED USE OR INABILITY TO USE THE SITE, THE PLATFORM OR THE SERVICES, WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF TMP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. YOU ACKNOWLEDGE AND AGREE THAT TMP'S TOTAL CUMMULATIVE LIABILITY IN CONNECTION WITH THESE TERMS OF USE, THE SITE, THE PLATFORM OR THE SERVICES, WHETHER ARISING FROM ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, WILL NOT EXCEED COMMISSIONS RECEIVED BY TMP DURING THE LAST SIX MONTHS PRIOR TO THE DATE OF THE CLAIM WITH RESPECT TO CONTRACTS YOU WERE INVOLVED AS COMPANY OR TALENT.
- 13. Warranty Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, TMP HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF THE COMPLETENESS, ACCURACY OR TIMELINESS OF THE SERVICES (PROVIDED BY TMP OR TALENT), ANY WARRANTY REGARDING THE QUALITY OR LEGALITY OF SERVICES, IDENTITY OF USERS, TALENT'S ABILITY TO DELIVER THE SERVICES, AND COMPANY'S ABILITY TO PAY FOR THE SERVICES, OR ANY ACTIVITIES RELATING THERETO, THE INFORMATION AVAILABLE ON THE SITE OR THE PLATFORM, OR THE WARRANTY OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. TMP ACCEPTS NO REPSONSIBILITY FOR DAMAGES WHICH MAY RESULT FROM ANY USER'S USE, OR INABILITY TO USE THIS SITE OR THE PLATFORM, NOR FOR DAMAGES WHICH MAY OCCUR TO COMPUTER HARDWARE OR SOFTWARE, MODEM, TELEPHONE LINE OR OTHER PROPERTY, AS A RESULT OF THE USE OF THIS SITE OR THE PLATFORM. TMP ACCEPTS NO RESPONSIBILITY FOR DAMAGES WHICH MAY RESULT FROM MESSAGES TRANSMITTED TO OR FROM THIS SITE OR THE PLATFORM, OR FROM YOUR USE, IN ANY FORM, OF THE MATERIAL, IMAGES OR FILES PROVIDED ON THIS SITE OR THE PLATFORM. A USER'S SOLE REMEDY FOR AN ALLEGED BREACH OF ANY WARRANTIES INCLUDING INFRINGEMENT SHALL BE THE TERMINATION OF ITS USE OF THE SITE AND/OR PLATFORM.
- 14. Indemnity.** You agree to defend, indemnify, and hold harmless TMP and its employees, agents, directors, officers, shareholders, attorneys, successors, and assigns from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys'

fees and litigation expenses) relating to or arising from your use of the Site, the Platform, any Services and any contracts regarding such Services entered into by you or any breach by you of these Terms of Use. The foregoing indemnity obligations includes employment related claims such as claims that an employee was misclassified as an independent contractor, joint employment claims and claims under employment related laws.

**15. Mandatory Arbitration.** You agree that all disputes between You and TMP (whether or not such dispute involves a third party) arising out of or relating to the Site, the Platform, these Terms of Use, the Services, and/or the Privacy Policy shall be finally resolved by arbitration before a single arbitrator conducted in the English language in the State of Illinois, U.S.A. under the Commercial Arbitration Rules of the American Arbitration Association (AAA) and You and TMP hereby expressly waive trial by jury. You and TMP shall appoint as sole arbitrator a person mutually agreed by You and TMP or, if You and TMP cannot agree within thirty (30) days of either party's request for arbitration, such single arbitrator shall be selected by the AAA upon the request of either party. The parties shall bear equally the cost of the arbitration (except that the prevailing party shall be entitled to an award of reasonable attorneys' fees incurred in connection with the arbitration in such an amount as may be determined by the arbitrator). All decisions of the arbitrator shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding this, application may be made to any court for a judicial acceptance of the award or order of enforcement. Notwithstanding the foregoing, TMP shall be entitled to seek injunctive relief, security or other equitable remedies from the United States District Court for a district in Cook County, Illinois, or any other court of competent jurisdiction. Under no circumstances shall the arbitrator be authorized to award damages, remedies or awards that conflict with these Terms of Use or to award punitive damages, including but not limited to pursuant to federal or state statutes permitting multiple or punitive awards. Any claims brought by a user or TMP must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Neither you nor TMP will participate in a class action or class-wide arbitration for any claims covered by these Terms of Use. You hereby waive any and all rights to bring any claims related to these Terms of Use and Privacy Policy as a plaintiff or class member in any purported class or representative proceeding. You may bring claims only on your own behalf. This arbitration provision will survive the termination of your relationship with TMP.

**16. Termination.** These Terms of Use and your right to use the Site and the Platform will take effect when you access or use the Site or the Platform and is effective until terminated herein. TMP reserves the right to terminate your use of this Site or the Platform at any time, without notice. In addition, TMP reserves the right at any time and on reasonable grounds, which shall include, without limitation, any reasonable belief of fraudulent or unlawful activity or actions or omissions that violate any term or condition of these Terms of Use, to deny your access to the Site, the Platform or to any portion thereof in order to protect its name and goodwill, its business, and/or other users, and these Terms of Use will also terminate automatically if you fail to comply with these Terms of Use, subject to the survival rights of certain provisions identified below. Termination will be effective without notice. You may also terminate these Terms of Use at any time by ceasing to use the Site or the Platform, but all applicable provisions of these Terms of Use will survive termination, as identified below. Upon termination, you must destroy all copies of any aspect of the Site or the Platform in your possession. In addition to the miscellaneous section below, the provisions concerning TMP's proprietary rights, Feedback, indemnity, disclaimers of warranty, limitation of liability, and governing law will survive the termination of these Terms of Use for any reason. All restrictions, rights granted by you and all disclaimers and limitations of liability by TMP will survive termination. You agree to discontinue use of this Site or the Platform immediately upon your disagreement with or breach of any of these Terms of Use, as they may be amended from time to time.

**17. Governing Law.** These Terms of Use have been made in and will be construed and enforced solely in accordance with the laws of the United States of America and the State of Illinois, U.S.A. as applied to agreements entered into and completely performed in the State of Illinois. You and TMP each agree to submit to exclusive subject matter jurisdiction, personal jurisdiction, and venue of the courts in the State of Illinois for any disputes between us under or arising out of these Terms of Use. You also agree to waive any right to a jury trial in connection with any action or litigation in any way arising out of or related to these Terms of Use and acknowledge that either party may seek attorney's fees in any proceeding. Any claim you might have against TMP must be brought within two (2) years after the cause of action arises, or such claim or cause of action is barred. You also acknowledge and agree that any applicable state law implementation of the Uniform Computer Information Transactions Act (including any available remedies or laws) shall not apply to these Terms of Use and is hereby disclaimed. Company makes no representation that the Site is appropriate or available for use in other locations outside the State of Illinois and access to the Site from states, territories, or nations where any aspect of the Site is illegal is prohibited. You access the Site or the Platform on your own volition and are responsible for compliance with all applicable local laws with respect to your access and use of the Site.

**18. Miscellaneous.** You acknowledge that any breach, threatened or actual, of these Terms of Use will cause irreparable injury to TMP, such injury would not be quantifiable in monetary damages, and TMP would not have an adequate remedy at law. You therefore agree that TMP shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of these Terms of Use. The parties agree that these Terms of Use are for the benefit of the parties hereto as well as TMP's licensors. Accordingly, these Terms of Use are personal to you, and you may not assign your rights or obligations to any other person or entity without TMP's prior written consent. Failure by TMP to insist on strict performance of any of the terms and conditions of these Terms of Use will not operate as a waiver by TMP of that or any subsequent default or failure of performance. If any provision (or part thereof) contained in these Terms of Use is determined to be void, invalid, or otherwise unenforceable by a court of competent jurisdiction or on account of a conflict with an applicable government regulation, such determination shall not affect the remaining provisions (or parts thereof) contained herein and the illegal, invalid, or unenforceable clause shall be modified in compliance with applicable law in a manner that most closely matches the intent of the original language. No joint venture, partnership, employment, or agency relationship exists between you and TMP as result of these Terms of Use or your utilization of the Site. Headings herein are for convenience only. These Terms of Use, along with the TMP's Privacy Policy, represents the entire agreement between you and TMP with respect to use of the Site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and TMP with respect to the Site or the Platform.

Last updated on September 1, 2017. If you have any questions about our Terms of Use, please contact us at:

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