

## **Terms and Conditions**

### **Agreement between User and Hiring America**

Welcome to [www.hiringamerica.com](http://www.hiringamerica.com). The [www.hiringamerica.com](http://www.hiringamerica.com) website (the "Site") is comprised of various web pages operated by Hiring America LLC ("Hiring America"). [www.hiringamerica.com](http://www.hiringamerica.com) is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of [www.hiringamerica.com](http://www.hiringamerica.com) constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

[www.hiringamerica.com](http://www.hiringamerica.com) is a website that provides information on employment and a talent community to assist users in finding meaningful employment. Hiring America does not offer employment itself, does not guarantee the quality of the work supplied by users or the reliability of or employment offered by the participating businesses or any other aspect, term or condition of any jobs, including, without limitation, whether it complies with all requisite legal requirements. Hiring America is not a party to any engagement or employment between a user and participating business made through this Site. The actual employment remains solely between the user and applicable participating business that has hired them by utilizing this Site, and their respective representatives, if any.

**Social Media.** Hiring America enables you to provide a link to your various social media accounts from your Hiring America profile and account. This functionality is provided for your convenience so that users and businesses can see your social media profiles and feeds. Hiring America does not control your social media accounts nor have any access to those accounts. Hiring America enables you to see who in your social media networks is also on Hiring America if you choose to activate this feature. Once you create a Hiring America profile or account you may choose to use your login to certain social media accounts as your log in to the Site. Hiring America provides this functionality solely as a convenience. Hiring America will not use your log in details to alter your social media accounts and we are not in partnership with any social media providers and have no control over how these social media providers use your information. These social media providers have their own terms, conditions, and policies. Please review them carefully before you choose to use a single login. You may change your social media links in the account settings of your profile and account.

### **Privacy**

Your use of [www.hiringamerica.com](http://www.hiringamerica.com) is subject to Hiring America's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

### **Electronic Communications**

Visiting [www.hiringamerica.com](http://www.hiringamerica.com) or sending emails to Hiring America constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### **Your Account**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Hiring America is not responsible for third party access to your account that results from theft or misappropriation of your account. Hiring America and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

### **Children Under Thirteen**

Hiring America does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use [www.hiringamerica.com](http://www.hiringamerica.com) only with permission of a parent or guardian.

### **Links to Third Party Sites/Third Party Services**

[www.hiringamerica.com](http://www.hiringamerica.com) may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Hiring America and Hiring America is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Hiring America is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Hiring America of the site or any association with its operators.

Certain services made available via [www.hiringamerica.com](http://www.hiringamerica.com) are delivered by third party sites and organizations. By using any product, service or functionality originating from the [www.hiringamerica.com](http://www.hiringamerica.com) domain, you hereby acknowledge and consent that Hiring America may share such information and data with any third party with whom Hiring America has a contractual relationship to provide the requested product, service or functionality on behalf of [www.hiringamerica.com](http://www.hiringamerica.com) users and customers.

### **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use [www.hiringamerica.com](http://www.hiringamerica.com) strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Hiring America that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Hiring America or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site.

Hiring America content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Hiring America and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Hiring America or our licensors except as expressly authorized by these Terms.

### **Use of Communication Services**

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

Hiring America has no obligation to monitor the Communication Services. However, Hiring America reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Hiring America reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Hiring America reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Hiring America's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Hiring America does not control or endorse the content, messages or information found in any Communication Service and, therefore, Hiring America specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Hiring America spokespersons, and their views do not necessarily reflect those of Hiring America.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

### **Contributions to Hiring America**

Any of your information, including, without limitation, personal, biographical, professional and/or financial information, any text, photographs, artwork, ideas, questions, reviews, comments, suggestions or other content that you submit or post to the Site or otherwise provide to us are referred to as “User Content.” The following Terms apply to User Content:

a. License to Hiring America. By sharing, submitting or uploading any User Content, you grant Hiring America a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, sublicensable and transferable license to use, copy, distribute, display, publish, perform, sell, transmit, adapt, translate, modify, reverse-engineer, disassemble and create derivative works from your User Content in any manner existing now or created in the future. Subject to the license above, you retain ownership of User Content.

b. Waiver of Moral Rights. You irrevocably waive and agree not to assert any rights, including any “moral rights,” that you have to prevent us from exploiting the rights granted in this Section.

c. Right to Name, Image and Likeness. You also grant us the right to use and display the name, photograph and any other biographical information that you submit with any User Content to provide the Services.

d. Your Responsibility for User Content. You acknowledge and agree that you are solely responsible for all the User Content that you make available through the Site. Accordingly, you represent and warrant that: (1) you have all rights, licenses, consents, and releases necessary to grant Hiring America the required rights to disseminate any User Content and (2) neither your User Content nor your posting, uploading, publication, submission or transmittal of this User Content or Hiring America’s use of your uploaded User Content (or any portion thereof) on, through or by the means of the Site, will infringe, misappropriate or violate a third party’s patent, copyright, trademark, trade secret, moral rights or other intellectual property rights or rights of publicity or privacy or result in the violation of any applicable law or regulation. You assume all risks and liability associated with your User Content, including any third party or business’s reliance on its quality, accuracy, or reliability.

e. More specifically, and without limitation, you shall not:

i. Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents to do the same.

ii. Defame, abuse, harass, stalk, threaten or otherwise violate any legal rights (including the rights of privacy and publicity) of others.

iii. Upload, post, email, transmit, or otherwise make available any unlawful, inappropriate, defamatory, obscene, pornographic, vulgar, offensive, fraudulent, false, misleading or deceptive content or message.

iv. Promote or engage in discrimination, bigotry, racism, hatred or harassment against any individual or group.

f. **No Obligations Regarding User Content.** We will not have any obligation to hold any User Content in confidence or compensate you or anyone else for its use. We have the right to remove or edit any User Content for any reason or no reason at all. We do not endorse any User Content submitted to the Service by any user or other licensor, or any opinion, recommendation, or advice expressed therein.

### **Infringement**

**Infringement Notification.** Hiring America respects the rights of others and we expect users of our Site and Services to do the same. These Terms prohibit the infringement of the copyrights of others, and it is also our policy that we may remove, suspend, terminate access of, or take other appropriate action against repeat offenders. We may also remove content that in our sole discretion appears to infringe the intellectual property rights of others.

**How to File an Infringement Notification.** If you have evidence, know, or have a good faith belief that content residing on or accessible through our Site infringes a copyright which you own or for which you are a designated agent, please send a notice of infringement by electronic mail or regular mail to Hiring America's designated Copyright Agent to receive notifications of claimed infringement by one of the following means:

Hiring America Copyright Agent  
Hiring America, LLC Copyright Agent  
Address: 609 Greenwich Street, 4<sup>th</sup> Floor  
New York, New York 10014  
Email: [info@hiringamerica.com](mailto:info@hiringamerica.com)  
Phone number: (646) 481-1726

With the information that sets forth the items specified below:

- i. Identify the copyrighted work claimed to have been infringed. If multiple copyrighted works are covered by a single notification, provide a representative list of such works.
- ii. Identify the material that is claimed to be infringing or to be the subject of infringing activity. Include information reasonably sufficient to permit Hiring America to locate the material. Please provide a URL and screenshots for each item. Include the specific asset(s) or page(s) that you claim to be infringing. Say "entire work" ONLY if all assets/pages in a collection/document are infringing.
- iii. Include details of your claim to the material, or your relationship to the material's copyright holder.

- iv. Provide your full name, address, and telephone number should we need to clarify your claim.
- v. Provide a working email address where we can contact you to confirm your claim.
- vi. If true, include the following statement: “I have a good faith belief that use of the copyrighted materials described above as the allegedly infringing web pages is not authorized by the copyright owner, its agent, or the law.”
- vii. If true, include the following statement: “I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the copyright owner to make this complaint.”
- viii. Sign the document, physically or electronically.

### **Third Party Accounts**

You will be able to connect your Hiring America account to third party accounts. By connecting your Hiring America account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

### **International Users**

The Service is controlled, operated and administered by Hiring America from our offices within the United States. If you access the Service from a location outside the United States, you are responsible for compliance with all local laws. You agree that you will not use the Hiring America Content accessed through [www.hiringamerica.com](http://www.hiringamerica.com) in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless Hiring America, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Hiring America reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Hiring America in asserting any available defenses.

### **Governing Law/Dispute Resolution/Arbitration**

All matters relating to the Site and these Terms and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

By using the Site, you agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in New York, New York before a single neutral arbitrator. The arbitration shall be administered by Judicial Arbitration and Mediation Services, Inc. ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures. The parties to arbitration may use legal counsel at their own expense, and the prevailing party shall be entitled to its reasonable attorney's fees. All costs of arbitration (including arbitrator fees) shall be paid by Hiring America, except only that if you bring the arbitration, you may be charged an initial filing fee that shall not exceed the filing fees that you would incur for bringing an action in court. Without limiting the generality of the foregoing, in the event that any party seeks injunctive or equitable relief with respect to any actual or threatened breach of these Terms, or with respect to public injunctive relief, such party may seek relief in a court of competent jurisdiction.

**Notwithstanding anything else in these Terms or the JAMS rules, any parties subject to this arbitration provision shall be barred from bringing or participating in any Class Action (as defined below) related to a dispute covered by this arbitration provision.**

**Notwithstanding anything else in these Terms or the JAMS rules, it is agreed that the arbitrator is specifically denied the authority to consider or certify any Class Action under these Terms.** However, if these Class Action restrictions are ever deemed illegal or unenforceable, they shall be severed from this arbitration provision. In that event, any Class Action shall be exempted from this arbitration provision and brought in court of competent jurisdiction, in connection therewith and each of the parties consent to the sole and exclusive jurisdiction of the state and federal courts of the State of New York, County of New York. For purposes of these Terms, the term "Class Action" shall mean claims brought on behalf of or allegedly representing or including other persons or entities, including but not limited to any class, consolidated, representative, collective or private attorney general action. This arbitration provision is subject to the Federal Arbitration Act, and may be enforced in any court of competent jurisdiction.

#### **Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. HIRING AMERICA LLC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

HIRING AMERICA LLC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. HIRING AMERICA LLC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HIRING AMERICA LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF HIRING AMERICA LLC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

**Termination/Access Restriction**

Hiring America reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice.. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

Under no circumstances shall Hiring America be held liable for any delay or failure in performance resulting directly or indirectly from an event beyond its reasonable control. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Hiring America as a result of this agreement or use of the Site. Hiring America's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Hiring America's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Hiring America with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Hiring America with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Hiring America with respect to the Site. A printed version of this agreement and of any notice given in



electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English. These Terms, and any rights or licenses granted hereunder, may be assigned or delegated by Hiring America without restriction. These Terms bind and inure to the benefit of each party and the party's successors and permitted assigns. These Terms may not be modified by an oral statement by a representative of Hiring America. A party's failure or delay in exercising any right, power or privilege under these Terms will not waive its rights to exercise such right, power, or privilege in the future, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise of such right, power, or privilege, or the exercise of any other right, power, or privilege under these Terms. You agree that any agreements made by and between you and us in electronic form are as legally binding as if made in physical written form. These Terms will not be construed against the drafter.

### **Changes to Terms**

Hiring America reserves the right, in its sole discretion, to change the Terms under which [www.hiringamerica.com](http://www.hiringamerica.com) is offered. The most current version of the Terms will supersede all previous versions. Hiring America encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

Hiring America welcomes your questions or comments regarding the Terms:

Hiring America LLC  
609 Greenwich Street  
4<sup>th</sup> Floor  
New York, New York 10014

Email Address:  
[info@hiringamerica.com](mailto:info@hiringamerica.com)

Telephone number:  
(646) 481-1726

Effective as of June 27, 2022