

**POSITION SUCCESS INDICATOR (PSI) & JOB FIT CALCULATOR TERMS & CONDITIONS****Terms of Use****Effective Date: October 1, 2017****Last Updated Date: November 10, 2017**

PLEASE READ THIS TERMS OF USE AGREEMENT (THE “**TERMS OF USE**”) CAREFULLY. THIS WEBSITE AND ANY OTHER WEBSITES OF HIRE DIRECTION (“**HIRE DIRECTION LIMITED**”), ITS AFFILIATES OR AGENTS (COLLECTIVELY, THE “**WEBSITE**”) AND THE INFORMATION ON IT ARE CONTROLLED BY HIRE DIRECTION. THESE TERMS OF USE GOVERN THE USE OF THE WEBSITE AND APPLY TO ALL INTERNET USERS VISITING THE WEBSITE BY ACCESS OR USING THE WEBSITE IN ANY WAY, INCLUDING USING THE SERVICES AND RESOURCES AVAILABLE OR ENABLED VIA THE WEBSITE (EACH A “**SERVICE**” AND COLLECTIVELY, THE “**SERVICE**”), MARKING THE “I ACCEPT TERMS OF USE” OPTION, COMPLETING THE REGISTRATION PROCESS, AND/OR BROWSING THE WEBSITE OR DOWNLOADING HIRE DIRECTION’ MOBILE APPLICATION (THE “**APPLICATION**” ). YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF USE, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH HIRE DIRECTION, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS OF USE PERSONALLY OR ON BEHALF OF HIRE DIRECTION YOU HAVE NAMED AS THE USER, AND TO BIND THAT HIRE DIRECTION TO THE TERMS OF USE. THE TERM “YOU” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED ON THE WEBSITE. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THIS WEBSITE OR THE SERVICES.**

**PLEASE BE AWARE THAT SECTION 17 OF THIS AGREEMENT, BELOW, CONTAINS PROVISIONS GOVERNING HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.**

**ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO YOUR USE OF THE WEBSITE WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF OHIO, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED FROM THIS AGREEMENT.**

Your use of, and participation in, certain Services may be subject to additional terms (“**Supplemental Terms**”) and such Supplemental Terms will either be listed in the Terms of Use or will be presented to you for your acceptance when you sign up to use the supplemental Service. If the Terms of Use are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service. The Terms of Use and any applicable Supplemental Terms are referred to herein as the “**Terms.**” The Services consist

of the following, without limitation: online classes and tools. PLEASE NOTE THAT The Terms are subject to change by Hire Direction in its sole discretion at any time. When changes are made, Hire Direction will make a new copy of the Terms of Use available at the Website and within the Application and any new Supplemental Terms will be made available from within, or through, the affected Service on the Website or within the Application. We will also update the “Last Updated” date at the top of the Terms of Use. If we make any material changes, and you have registered with us to create an Account (as defined in Section 2.1 below) we will also send an e-mail to you at the last e-mail address you provided to us pursuant to the Terms. “User” means any user of the Website, Application and/or Service. Any changes to the Terms will be effective immediately for new Users of the Website, the Application and/ or Services and will be effective thirty (30) days after posting notice of such changes on the Website for existing Users, provided that any material changes shall be effective for Users who have an Account with us upon the earlier of thirty (30) days after posting notice of such changes on the Website or thirty (30) days after dispatch of an e-mail notice of such changes to Registered Users (defined in Section 2.1 below). Hire Direction may require you to provide consent to the updated Terms in a specified manner before further use of the Website, the Application and/ or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Website, the Application and/or the Services. Otherwise, your continued use of the Website, the Application and/or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

## 1. Use of the Services and Hire Direction Properties.

The Application, the Website, the Services, and the information and content available on the Website and in the Application and the Services (as these terms are defined herein) (collectively, the “**Hire Direction Properties**”) are protected by copyright laws throughout the world. Subject to the Terms, Hire Direction grants you a limited license to reproduce portions of Hire Direction Properties for the sole purpose of using the Services for your personal or internal business purposes. Unless otherwise specified by Hire Direction in a separate license, your right to use any Hire Direction Properties is subject to the Terms.

**1.1 Application License.** Subject to your compliance with the Terms, Hire Direction grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the Application on a single mobile device or computer that you own or control and to run such copy of the Application solely for your own personal or internal business purposes. Furthermore, with respect to any Application accessed through or downloaded from the Apple App Store (an “**App Store Sourced Application**”), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple’s proprietary operating system) and (ii) as permitted by the “Usage Rules” set forth in the Apple App Store Terms of Service.

**1.2 Updates.** You understand that Hire Direction Properties are evolving. As a result, Hire Direction may require you to accept updates to Hire Direction Properties that you have installed on your computer or mobile device. You acknowledge and agree that Hire Direction may update Hire Direction Properties with or without notifying you. You may need to update third-party software from time to time in order to use Hire Direction Properties.

**1.3 Certain Restrictions.** The rights granted to you in the Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, or otherwise commercially exploit Hire Direction Properties or any portion of Hire Direction Properties, including the Website, (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Hire Direction Properties (including images, text, page layout or form) of Hire Direction; (c) you shall not use any

metatags or other “hidden text” using Hire Direction’ name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of Hire Direction Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) you shall not access Hire Direction Properties in order to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of Hire Direction Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in Hire Direction Properties. Any future release, update or other addition to Hire Direction Properties shall be subject to the Terms. Hire Direction, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of Hire Direction Properties terminates the licenses granted by Hire Direction pursuant to the Terms.

**1.4 Third-Party Materials.** As a part of Hire Direction Properties, you may have access to materials that are hosted by another party. You agree that it is impossible for Hire Direction to monitor such materials and that you access these materials at your own risk.

## 2. Registration.

**2.1 Registering Your Account.** In order to access certain features of Hire Direction Properties you may be required to become a Registered User. For purposes of the Terms, a “**Registered User**” is a User who has registered an account on the Website (“**Account**”), has a valid account on the social networking service (“**SNS**”) through which the User has connected to the Website (each such account, a “**Third-Party Account**”), or has an account with the provider of the Application for the User’s mobile device.

**2.2 Access Through a SNS.** If you access the Hire Direction Properties through a SNS as part of the functionality of the Website, the Application and/or the Services, you may link your Account with Third-Party Accounts, by allowing Hire Direction to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to Hire Direction and/or grant Hire Direction access to your Third-Party Account (including, but not limited to, for use for the purposes described herein) without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating Hire Direction to pay any fees or making Hire Direction subject to any usage limitations imposed by such third-party service providers. By granting Hire Direction access to any Third-Party Accounts, you understand that Hire Direction may access, make available and store (if applicable) any information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials accessible through Hire Direction Properties (“**Content**”) that you have provided to and stored in your Third-Party Account (“**SNS Content**”) so that it is available on and through Hire Direction Properties via your Account. Unless otherwise specified in the Terms, all SNS Content shall be considered to be Your Content (as defined in Section 3.1) for all purposes of the Terms. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable

information that you post to your Third-Party Accounts may be available on and through your Account on Hire Direction Properties. Please note that if a Third-Party Account or associated service becomes unavailable or Hire Direction's access to such Third-Party Account is terminated by the third-party service provider, then SNS Content will no longer be available on and through Hire Direction Properties. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS, AND HIRE DIRECTION DISCLAIMS ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO IT BY SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH THIRD-PARTY ACCOUNTS. Hire Direction makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality or noninfringement, and Hire Direction is not responsible for any SNS Content.

**2.3 Registration Data.** In registering an account on the Website, you agree to (1) provide true, accurate, current and complete information about yourself as prompted by the registration form (the "**Registration Data**"); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (1) at least thirteen (13) years old; (2) of legal age to form a binding contract; and (3) not a person barred from using Hire Direction Properties under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of Hire Direction Properties by minors. You are responsible for any use of your credit card or other payment instrument (e.g., PayPal) by minors. You may not share your Account or password with anyone, and you agree to (1) notify Hire Direction immediately of any unauthorized use of your password or any other breach of security; and (2) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or Hire Direction has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Hire Direction has the right to suspend or terminate your Account and refuse any and all current or future use of Hire Direction Properties (or any portion thereof). 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 per platform or SNS at any given time. Hire Direction reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party's rights. You agree not to create an Account or use Hire Direction Properties if you have been previously removed by Hire Direction, or if you have been previously banned from any of Hire Direction Properties.

**2.4 Your Account.** Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of Hire Direction.

**2.5 Necessary Equipment and Software.** You must provide all equipment and software necessary to connect to Hire Direction Properties, including but not limited to, a mobile device that is suitable to connect with and use Hire Direction Properties, in cases where the Services offer a mobile component. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing Hire Direction Properties.

### 3. Responsibility for Content.

**3.1 Types of Content.** You acknowledge that all Content, including Hire Direction Properties, is the sole responsibility of the party from whom such Content originated. This means that you, and not Hire Direction, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available (“**Make Available**”) through Hire Direction Properties (“**Your Content**”), and that you and other Users of Hire Direction Properties, and not Hire Direction, are similarly responsible for all Content they Make Available through Hire Direction Properties (“**User Content**”).

**3.2 No Obligation to Pre-Screen Content.** You acknowledge that Hire Direction has no obligation to pre-screen Content (including, but not limited to, User Content), although Hire Direction reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Terms, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content. In the event that Hire Direction pre-screens, refuses or removes any Content, you acknowledge that Hire Direction will do so for Hire Direction’s benefit, not yours. Without limiting the foregoing, Hire Direction shall have the right to remove any Content that violates the Terms or is otherwise objectionable.

**3.3 Storage.** Unless expressly agreed to by Hire Direction in writing elsewhere, Hire Direction has no obligation to store any of Your Content that you Make Available on Hire Direction Properties. Hire Direction has no responsibility or liability for the deletion or accuracy of any Content, including Your Content; the failure to store, transmit or receive transmission of Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of Hire Direction Properties. Certain Services may enable you to specify the level at which such Services restrict access to Your Content. You are solely responsible for applying the appropriate level of access to Your Content. If you do not choose, the system may default to its most permissive setting. You agree that Hire Direction retains the right to create reasonable limits on Hire Direction’s use and storage of the Content, including Your Content, such as limits on file size, storage space, processing capacity, and similar limits described on the Website and as otherwise determined by Hire Direction in its sole discretion.

### 4. Ownership.

**4.1 Hire Direction Properties.** Except with respect to Your Content and User Content, you agree that Hire Direction and its suppliers own all rights, title and interest in Hire Direction Properties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Website, the Services, or Hire Direction Properties.

**4.2 Trademarks.** HIRE DIRECTION and other related graphics, logos, service marks and trade names used on or in connection with Hire Direction Properties or in connection with the Services are the trademarks of Hire Direction and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in Hire Direction Properties are the property of their respective owners.

**4.3 Other Content.** Except with respect to Your Content, you agree that you have no right or title in or to any Content that appears on or in Hire Direction Properties.

**4.4 Your Content.** Hire Direction does not claim ownership of Your Content. However, when you as a User post or publish Your Content on or in Hire Direction Properties, you represent that you own and/or have all rights and perpetual, irrevocable licenses necessary to use, license, reproduce, modify, adapt,

publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed.

**4.5 License to Your Content.** Subject to any applicable account settings that you select, you grant Hire Direction a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display, Your Content (in whole or in part) for the purposes of operating and providing Hire Direction Properties to you and to our other Users. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not Hire Direction, are responsible for all of Your Content that you Make Available on or in Hire Direction Properties.

**4.6 Username.** Notwithstanding anything contained herein to the contrary, by submitting Your Content to any forums, comments or any other area on Hire Direction Properties, you hereby expressly permit Hire Direction to identify you by your username (which may be a pseudonym) as the contributor of Your Content in any publication in any form, media or technology now known or later developed in connection with Your Content.

**4.7 Your Profile.** Any Content posted by you in your profile may not contain nudity, violence, sexually explicit, or offensive subject matter. You may not post or submit for print services a photograph of another person without that person's permission.

**4.8 Feedback.** You agree that submission of any ideas, suggestions, documents, and/or proposals to Hire Direction ("**Feedback**") is at your own risk and that Hire Direction has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Hire Direction a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, modify, create derivative works of, and otherwise exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of Hire Direction Properties.

## 5. User Conduct.

**5.1** As a condition of use, you agree not to use Hire Direction Properties for any purpose that is prohibited by the Terms or by applicable law. You shall not (and shall not permit any third party) either (a) take any action or (b) Make Available any Content on or through Hire Direction Properties that: (i) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; (ii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; (iii) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (iv) involves commercial activities and/or sales without Hire Direction's prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes; (v) impersonates any person or entity, including any employee or representative of Hire Direction; (vi) interferes with or attempts to interfere with the proper functioning of Hire Direction Properties or uses Hire Direction Properties in any way not expressly permitted by the Terms; or (vii) attempts to engage in or engages in, any potentially harmful acts that are directed against Hire Direction Properties, including but not limited to violating or attempting to violate any security features of Hire

Direction Properties, using manual or automated software or other means to access, “scrape,” “crawl” or “spider” any pages contained in Hire Direction Properties, introducing viruses, worms, or similar harmful code into Hire Direction Properties, or interfering or attempting to interfere with use of Hire Direction Properties by any other user, host or network, including by means of overloading, “flooding,” “spamming,” “mail bombing,” or “crashing” Hire Direction Properties.

**5.2** If you use any assessments provided by Hire Direction, then this Section 5.2 applies to you. You hereby represent and warrant that you comply with all of the applicable regulations in your country regarding administration of behavioral assessments to minors and privacy of information. If you are using any Hire Direction assessments with minors under the age of 13 years old in the United States, you represent and warrant that you have obtained and have on file, the written consent of the child’s parent (or legal guardian as applicable) to whom you are administering the assessment as set forth by the Children’s Online Privacy Protection Act (“COPPA”) and you have read and complied with COPPA as it relates to obtaining proper written consent of the child’s parent. (More about [COPPA and schools](#).) You also represent and warrant that you have read and are complying with all of the applicable regulations in your country regarding administration of behavioral assessments and regulations regarding privacy of information. If you are a psychologist or counselor in the United States, you represent and warrant that you have read and will comply with the code of ethics of the American Psychological Association (APA) regarding assessments. All information collected from or relating to any child age 13 or under shall be handled in accordance with [Hire Direction’s privacy policy](#).

## 6. Investigations.

Hire Direction may, but is not obligated to, monitor or review Hire Direction Properties and Content at any time. Without limiting the foregoing, Hire Direction shall have the right, in its sole discretion, to remove any of Your Content for any reason (or no reason), including if such Content violates the Terms or any applicable law. Although Hire Direction does not generally monitor user activity occurring in connection with Hire Direction Properties or Content, if Hire Direction becomes aware of any possible violations by you of any provision of the Terms, Hire Direction reserves the right to investigate such violations, and Hire Direction may, at its sole discretion, immediately terminate your license to use Hire Direction Properties, or change, alter or remove Your Content, in whole or in part, without prior notice to you.

## 7. Interactions with Other Users.

**7.1 User Responsibility.** You are solely responsible for your interactions with other Users and any other parties with whom you interact; provided, however, that Hire Direction reserves the right, but has no obligation, to intercede in such disputes. You agree that Hire Direction will not be responsible for any liability incurred as the result of such interactions.

**7.2 Content Provided by Other Users.** Hire Direction Properties may contain User Content provided by other Users. Hire Direction is not responsible for and does not control User Content. Hire Direction has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to User Content. You use all User Content and interact with other Users at your own risk.

## 8. Third-Party Services.

**8.1 Third-Party Websites, Applications & Ads.** Hire Direction Properties may contain links to third-party websites (“**Third-Party Websites**”) and applications (“**Third-Party Applications**”) and advertisements for third parties (“**Third-Party Ads**”). When you click on a link to a Third-Party Website, Third-Party Application or Third-Party Ad, we will not warn you that you have left Hire Direction Properties and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites, Third-Party Applications and Third-Party Ads are not under the control of Hire Direction. Hire Direction is not responsible for any Third-Party Websites, Third-Party Applications or Third-Party Ads. Hire Direction provides these Third-Party Websites, Third-Party Applications and Third Party Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, Third-Party Applications or Third-Party Ads, or their products or services. You use all links in Third-Party Websites, Third-Party Applications and Third-Party Ads at your own risk. When you leave our Website, our Terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites or Third-Party Applications, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

**8.2 App Stores.** You acknowledge and agree that the availability of the Application and the Services is dependent on the third party from whom you received the Application license, e.g., the Apple App Store or Google Play (“**App Store**”). You acknowledge that the Terms are between you and Hire Direction and not with the App Store. Hire Direction, not the App Store, is solely responsible for Hire Direction Properties, including the Application, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the Application, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with Hire Direction Properties, including the Application. You agree to comply with, and your license to use the Application is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store’s terms and policies) when using Hire Direction Properties, including the Application. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the Terms and will have the right to enforce them.

## 9. Fees and Purchase Terms.

**9.1 General Purpose of Terms: Sale of Service, not Software.** The purpose of the Terms is for you to secure access to the Services. All fees set forth within and paid by you under the Terms shall be considered solely in furtherance of this purpose. In no way are these fees paid considered payment for the sale, license, or use of Hire Direction’ software, and, furthermore, any use of Hire Direction’ software by you in furtherance of the Terms will be considered merely in support of the purpose of the Terms.

**9.2 Payment.** You agree to pay all fees or charges to your Account in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. You may provide Hire Direction with a valid credit card (Visa, MasterCard, or any other issuer accepted by us) PayPal or AliPay account (“**Payment Provider**”) when purchasing. Your Payment Provider agreement governs your use of the designated credit card or PayPal account, and you must refer to that agreement and not the Terms to determine your rights and liabilities. By providing Hire Direction with your credit card number or PayPal or AliPay account and associated payment information, you agree that Hire Direction is authorized to immediately invoice your Account for all fees and charges due and payable to Hire



Direction hereunder and that no additional notice or consent is required. You agree to immediately notify Hire Direction of any change in your billing address or the credit card or PayPal or AliPay account used for payment hereunder. Hire Direction reserves the right at any time to change its prices and billing methods, either immediately upon posting on Hire Direction Properties or by e-mail delivery to you.

**9.3 Service Subscription Fees.** You will be responsible for payment of the applicable fee for any Services (each, a “**Service Subscription Fee**”) at the time you create your Account and select your monthly or annual package (each, a “**Service Commencement Date**”) . Except as set forth in the Terms, all fees for the Services are non-refundable. No contract will exist between you and Hire Direction for the Services until Hire Direction accepts your order by a confirmatory e-mail or other means of communication. By subscribing to a Service for which Hire Direction charges monthly fees during your subscription term, you authorize Hire Direction to charge your Payment Provider now, and again at the beginning of each month during such subscription term.

**9.4 Taxes.** Hire Direction’ fees are net of any applicable Sales Tax. If any Services, or payments for any Services, under the Terms are subject to Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to Hire Direction, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify Hire Direction for any liability or expense we may incur in connection with such Sales Taxes. Upon our request, you will provide us with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, “**Sales Tax**” shall mean any sales or use tax, and any other tax measured by sales proceeds, that Hire Direction is permitted to pass to its customers, that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

**9.5 Withholding Taxes.** You agree to make all payments of fees to Hire Direction free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments of fees to Hire Direction will be your sole responsibility, and you will provide Hire Direction with official receipts issued by the appropriate taxing authority, or such other evidence as we may reasonably request, to establish that such taxes have been paid.

**9.6 Disputes.** You must notify us in writing within seven (7) days after receiving your credit card statement, if you dispute any of our charges on that statement or such dispute will be deemed waived. Billing disputes should be notified to the following address: 1491 Polaris Pkwy Suite 132, Columbus, OH 43240 USA.

**9.7 Cancellation Period.** If you are a resident of the United Kingdom then this Section 9.7 applies to you. You have a legal right to cancel your subscription until 14 days after the day on which the subscription was entered into. This means that during that period if you change your mind or decide for any other reason that you do not want to continue receiving the Services, you can notify us of your decision to cancel your subscription and receive a refund. Advice about your legal right to cancel your subscription terms as described in the previous sentence is available from your local Citizens’ Advice Bureau or Trading Standards office. To cancel a subscription, you just need to let us know that you have decided to cancel. The easiest way to do this is to email us, or complete the cancellation form below. If you use the form or e-mail us we will e-mail you to confirm we have received your cancellation. If you cancel your subscription we will refund you the price paid for the subscription.

## 10. Indemnification

You agree to indemnify and hold Hire Direction, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively, the “**Hire Direction Parties**”) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of: (a) Your Content; (b) your use of, or inability to use, Hire Direction Properties; (c) your violation of the Terms; (d) your violation of any rights of another party, including any Users; or (e) your violation of any applicable laws, rules or regulations. Hire Direction 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 Hire Direction in asserting any available defenses. This provision does not require you to indemnify any of the Hire Direction Parties for any unconscionable commercial practice by such party or for such party’s fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Website or any Services provided hereunder. You agree that the provisions in this section will survive any termination of your Account, the Terms or your access to Hire Direction Properties.

## 11. Disclaimer of Warranties and Conditions.

**11.1 As Is.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF HIRE DIRECTION PROPERTIES IS AT YOUR SOLE RISK, AND HIRE DIRECTION PROPERTIES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. HIRE DIRECTION PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**(a)** HIRE DIRECTION PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) HIRE DIRECTION PROPERTIES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF HIRE DIRECTION PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF HIRE DIRECTION PROPERTIES WILL BE ACCURATE OR RELIABLE.

**(b)** ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH HIRE DIRECTION PROPERTIES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS HIRE DIRECTION PROPERTIES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

**(c)** THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. HIRE DIRECTION MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.

**(d)** NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM HIRE DIRECTION OR THROUGH HIRE DIRECTION PROPERTIES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

**(e)** From time to time, Hire Direction may offer new “beta” features or tools with which its users may experiment. Such features or tools are offered solely for experimental purposes and without any

warranty of any kind, and may be modified or discontinued at Hire Direction's sole discretion. The provisions of this section apply with full force to such features or tools.

**11.2 No Liability for Conduct of Third Parties.** YOU ACKNOWLEDGE AND AGREE THAT HIRE DIRECTION PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD HIRE DIRECTION PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES ON THE WEBSITE, AND THAT THE ECONOMIC DAMAGES FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

**11.3 No Liability for Conduct of Other Users.** YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF HIRE DIRECTION PROPERTIES. YOU UNDERSTAND THAT HIRE DIRECTION DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF HIRE DIRECTION PROPERTIES.

## 12. Limitation of Liability.

**12.1 Disclaimer of Certain Damages.** YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL HIRE DIRECTION PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH HIRE DIRECTION PROPERTIES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER OR NOT HIRE DIRECTION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE TERMS, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF HIRE DIRECTION PROPERTIES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (1) THE USE OR INABILITY TO USE HIRE DIRECTION PROPERTIES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH HIRE DIRECTION PROPERTIES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON HIRE DIRECTION PROPERTIES; OR (5) ANY OTHER MATTER RELATED TO HIRE DIRECTION PROPERTIES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A HIRE DIRECTION PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A HIRE DIRECTION PARTY'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY A HIRE DIRECTION PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION. NOTWITHSTANDING THE FOREGOING, YOU MAY ONLY SEEK PUNITIVE DAMAGES FOR ANY ACTIONS BY A HIRE DIRECTION PARTY ACTUATED BY MALICE OR ACCOMPANIED BY A WANTON AND WILLFUL DISREGARD OF PERSONS WHO FORESEEABLY MIGHT BE HARMED.

**12.2 Cap on Liability.** UNDER NO CIRCUMSTANCES WILL HIRE DIRECTION PARTIES BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (A) THE TOTAL AMOUNT PAID TO Hire Direction by you during the one-month period prior to the act, omission or occurrence giving rise to such liability and (B) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A HIRE DIRECTION PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED

BY A HIRE DIRECTION PARTY'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY A HIRE DIRECTION PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

**12.3 User Content.** EXCEPT FOR HIRE DIRECTION' OBLIGATIONS TO PROTECT YOUR PERSONAL DATA AS SET FORTH IN THE HIRE DIRECTION' PRIVACY POLICY, HIRE DIRECTION ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

**12.4 Basis of the Bargain.** THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN HIRE DIRECTION AND YOU.

## 13. Procedure for Making Claims of Copyright Infringement.

It is Hire Direction' policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to Hire Direction by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on Hire Direction Properties in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on Hire Direction Properties of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for Hire Direction' Copyright Agent for notice of claims of copyright infringement is as follows: Jason Miller, Hire Direction' Managing Partner, 1491 Polaris Pkwy Suite 132, Columbus, OH 43240, USA

## 14. Remedies

**14.1 Violations.** If Hire Direction becomes aware of any possible violations by you of the Terms, Hire Direction reserves the right to investigate such violations. If, as a result of the investigation, Hire Direction believes that criminal activity has occurred, Hire Direction reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Hire Direction is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in Hire Direction Properties, including Your Content, in Hire Direction' possession in connection with your use of Hire Direction Properties, to (1) comply with applicable laws, legal process or governmental request; (2) enforce the Terms, (3) respond to any claims that Your Content violates the rights of third parties, (4) respond to your requests for customer service, or (5) protect the rights, property or personal safety of Hire Direction, its Users or the public, and all enforcement or other government officials, as Hire Direction in its sole discretion believes to be necessary or appropriate.

**14.2 Breach.** In the event that Hire Direction determines, in its sole discretion, that you have breached any portion of the Terms, or have otherwise demonstrated conduct inappropriate for Hire Direction Properties, Hire Direction reserves the right to:

- (a) Warn you via e-mail (to any e-mail address you have provided to Hire Direction) that you have violated the Terms;
- (b) Delete any of Your Content provided by you or your agent(s) to Hire Direction Properties;
- (c) Discontinue your registration(s) with the any of Hire Direction Properties, including any Services or any Hire Direction community;
- (d) Discontinue your subscription to any Services;
- (e) Notify and/or send Content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or
- (f) Pursue any other action which Hire Direction deems to be appropriate.

## 15. Term and Termination.

**15.1 Term.** The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use Hire Direction Properties, unless terminated earlier in accordance with the Terms.

**15.2 Prior Use.** Notwithstanding the foregoing, if you used Hire Direction Properties prior to the date you accepted the Terms, you hereby acknowledge and agree that the Terms commenced on the date you first used Hire Direction Properties (whichever is earlier) and will remain in full force and effect while you use Hire Direction Properties, unless earlier terminated in accordance with the Terms.

**15.3 Termination of Services by Hire Direction.** You will have thirty (30) days from the Service Commencement Date, for any Services hereunder, to cancel such Service, in which case Hire Direction will refund your Service Subscription Fee, if already paid pursuant to Section 9.2 or 9.3, for the applicable Service. Except as set forth above, the Service Subscription Fee for any Service shall be non-refundable. If timely payment cannot be charged to your Payment Provider for any reason, if you have materially breached any provision of the Terms, or if Hire Direction is required to do so by law (e.g., where the provision of the Website, the Application, or the Services is, or becomes, unlawful), Hire Direction has the right to, immediately and without notice, suspend or terminate any Services provided to you. You agree that all terminations for cause shall be made in Hire Direction' sole discretion and that Hire Direction shall not be liable to you or any third party for any termination of your Account.

**15.4 Termination of Services by You.** If you want to terminate the Services provided by Hire Direction, you may do so by (a) notifying Hire Direction at any time and (b) closing your Account for all of the Services that you use. Your notice should be sent, in writing, to Hire Direction' address set forth below.

**15.5 Effect of Termination.** Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also includes deletion of your password and all related information, files and Content associated with or inside your Account (or any part thereof), including Your Content. Upon termination of any Service, your right to use such Service will automatically terminate. You understand that any termination of Services may involve deletion of Your Content associated therewith from our live databases. Hire Direction will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Terms which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

**15.6 No Subsequent Registration.** If your registration(s) with or ability to access Hire Direction Properties, or any other Hire Direction community is discontinued by Hire Direction due to your violation of any portion of the Terms, then you agree that you shall not attempt to re-register with or access Hire Direction Properties or any Hire Direction community through use of a different member name or otherwise, and you acknowledge that you will not be entitled to receive a refund for fees related to those Hire Direction Properties to which your access has been terminated.

## 16. International Users.

Hire Direction Properties can be accessed from countries around the world and may contain references to Services and Content that are not available in your country. These references do not imply that Hire Direction intends to announce such Services or Content in your country. Hire Direction Properties are controlled and offered by Hire Direction from its facilities in the United States of America. Hire Direction makes no representations that Hire Direction Properties are appropriate or available for use in other locations. Those who access or use Hire Direction Properties from other countries do so at their own volition and are responsible for compliance with local law.

## 17. Dispute Resolution.

*Please read the following arbitration agreement in this Section (“Arbitration Agreement”) carefully. It requires you to arbitrate disputes with Hire Direction and limits the manner in which you can seek relief from us.*

**17.1 Applicability of Arbitration Agreement.** You agree that any dispute or claim relating in any way to your access or use of the Website, to any products sold or distributed through the Website, or to any aspect of your relationship with Hire Direction, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or Hire Direction may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective Date of these Terms or any prior version of these Terms.**

**IF YOU AGREE TO ARBITRATION WITH HIRE DIRECTION, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST HIRE DIRECTION ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST THE HIRE DIRECTION IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THIS AGREEMENT, INCLUDING THIS ARBITRATION AGREEMENT.**

**17.2 Arbitration Rules and Forum.** The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent, Joshua Freedman, Hire

Direction' CEO, 1491 Polaris Pkwy Suite 132, Columbus, OH 43240, USA. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/> all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at [www.jamsadr.com](http://www.jamsadr.com) or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Hire Direction will pay them for you. In addition, Hire Direction will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, Hire Direction will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**17.3 Authority of Arbitrator.** The arbitrator, and not any federal, state or local court or agency shall have exclusive authority to resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Hire Direction. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

**17.4 Waiver of Jury Trial.** YOU AND HIRE DIRECTION HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Hire Direction are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 17.1 above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

**17.5 Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. In the event that this subparagraph is deemed invalid or unenforceable neither you nor we are entitled to arbitration and instead claims and disputes shall be resolved in a court as set forth in Section 19.6.

**17.6 30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the following address: **1491 Polaris Pkwy Suite 132, Columbus, OH 43240, USA Attn: Managing Partners** within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Hire Direction username (if any), the email address you used to set up your Hire Direction account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

**17.7 Severability.** If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

**17.8 Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Hire Direction.

## 18. Modification.

Notwithstanding any provision in this Agreement to the contrary, we agree that if Hire Direction makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice to Hire Direction.

## 19. General Provisions.

**19.1 Electronic Communications.** The communications between you and Hire Direction use electronic means, whether you visit Hire Direction Properties or send Hire Direction e-mails, or whether Hire Direction posts notices on Hire Direction Properties or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from Hire Direction in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Hire Direction provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

**19.2 Release.** You hereby release Hire Direction Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of Hire Direction Properties, including but not limited to, any interactions with or conduct of other Users or third-party websites of any kind arising in connection with or as a result of the Terms or your use of Hire Direction Properties. If you are a Ohio resident, you hereby waive Ohio 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 favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor". The foregoing release does not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by a Hire Direction Party or for such party's fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Website or any Services provided hereunder.



**19.3 Assignment.** The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Hire Direction' prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

**19.4 Force Majeure.** Hire Direction shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials. For residents of the UK, if a Force Majeure event occurs that affects Hire Direction' performance of its obligations under these Terms, you may cancel the Services affected by a Force Majeure event which has continued for more than thirty (30) days. To cancel please contact Hire Direction.

**19.5 Questions, Complaints, Claims.** If you have any questions, complaints or claims with respect to Hire Direction Properties, please contact us at: [info@hire-direction.com](mailto:info@hire-direction.com) or via mail to: Hire Direction, 1491 Polaris Pkwy Suite 132, Columbus, OH 43240, USA. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

**19.6 Exclusive Venue.** To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Hire Direction agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in Franklin County, Ohio, USA.

**19.7 Governing Law.** The Terms and any action related thereto will be governed and interpreted by and under the laws of the State of OHIO, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

**19.8 Choice of Language.** It is the express wish of the parties that the Terms and all related documents have been drawn up in English. These Terms, and any contract between us, are only in the English language. C'est la volonté expresse des parties que la presente convention ainsi que les documents qui s'y rattachent soient rediges en anglais.

**19.9 Notice.** Where Hire Direction requires that you provide an e-mail address, you are responsible for providing Hire Direction with your most current e-mail address. In the event that the last e-mail address you provided to Hire Direction is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Terms, Hire Direction' dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Hire Direction at the following address: 1491 Polaris Pkwy Suite 132, Columbus, OH 43240, USA. Such notice shall be deemed given when received by Hire Direction by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

**19.10 Waiver.** Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**19.11 Severability.** If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

**19.12 Export Control.** You may not use, export, import, or transfer Hire Direction Properties except as authorized by U.S. law, the laws of the jurisdiction in which you obtained Hire Direction Properties, and any other applicable laws. In particular, but without limitation, Hire Direction Properties may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using Hire Direction Properties, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use Hire Direction Properties for any purpose prohibited by U.S. law. You acknowledge and agree that products, services or technology provided by Hire Direction are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Hire Direction products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

**19.13 Accessing and Download the Application from iTunes.** The following applies to any App Store Sourced Application accessed through or downloaded from the Apple App Store:

- (a) You acknowledge and agree that (i) the Terms are concluded between you and Hire Direction only, and not Apple, and (ii) Hire Direction, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.
- (b) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.
- (c) In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between Hire Direction and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Hire Direction.
- (d) You and Hire Direction acknowledge that, as between Hire Direction and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- (e) You and Hire Direction acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between Hire Direction and Apple, Hire Direction, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms.
- (f) You and Hire Direction acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Terms as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of the Terms, Apple will have the right (and will be

deemed to have accepted the right) to enforce the Terms as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

(g) Without limiting any other terms of the Terms, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

**19.14 Consumer Complaints.** In accordance with Ohio Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the Ohio Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

**19.15 Entire Agreement.** The Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

## 20. International Provisions.

The following provisions shall apply only if you are located in the countries listed below.

**20.1 United Kingdom.** A third party who is not a party to the Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of the Terms, but this does not affect any right or remedy of such third party which exists or is available apart from that Act.

**20.2 Germany.** Notwithstanding anything to the contrary in Section 12, Hire Direction is also not liable for acts of simple negligence (unless they cause injuries to or death of any person), except when they are caused by a breach of any substantial contractual obligations (vertragswesentliche Pflichten).

## Schedule 1: Cancellation Form

*(Complete and return this form only if you wish to withdraw from the contract)*

To Hire Direction, 1491 Polaris Pkwy Suite 132, Columbus, OH 43240, USA | or via email to [info@hire-direction.com](mailto:info@hire-direction.com):

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale for the supply of the following service [\_\_\_\_\_],

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

*[\*] Delete as appropriate]*