

# Snagajob General Terms of Use

**Effective Dates:**

**For users new to Snagajob on or after July 23, 2021: Immediately**

**For all other users: August 6, 2021**

**Last Updated: September 11, 2023**

Please read these Snagajob General Terms of Use (these **"General Terms of Use"**) carefully.

The websites located at [www.snagajob.com](http://www.snagajob.com), [work.snag.co](http://work.snag.co), [www.nowhiring.com](http://www.nowhiring.com) and (collectively, the **"Website"**), is a copyrighted work belonging to Snagajob.com, Inc., Snag.Work LLC, or one of their affiliates (**"Snagajob"**, **"We"**, **"Us"**, or **"Our"**). Certain features of the Website may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features, including but not limited to, additional supplemental terms related to who you are and how you are using the Website (the **"Specific Terms"**). All such Specific Terms and other additional terms, guidelines, and rules are incorporated by reference into these General Terms of Use.

These General Terms of Use govern the use of the Website and any mobile application owned or controlled by Us (collectively, **"Application"**), and apply to all users visiting the Website or Application, accessing, or using the Website or Application in any way, including using the services and resources available or enabled via the Website and Application (each a **"Service"** and collectively, the **"Services"**). The Website, the Application, the Services, and the information and content available on the Website and in the Application and the Services are collectively referred to as the **"Snagajob Properties"**)

**THESE GENERAL TERMS OF USE SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE WEBSITE. BY CLICKING ON THE ["I ACCEPT"] BUTTON, COMPLETING THE REGISTRATION PROCESS, BROWSING THE WEBSITE OR DOWNLOADING THE APPLICATION, OR ENTERING INTO A SALES ORDER OR WHEN YOU SUBMIT AN ORDER ON THE WEBSITE OR APPLICATION (WITH RESPECT TO EMPLOYERS), YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE GENERAL TERMS OF USE (AND THE APPLICABLE SPECIFIC TERMSS), (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH SNAJAJOB, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THESE GENERAL TERMS OF USE PERSONALLY OR ON BEHALF OF THE EMPLOYER YOU HAVE NAMED AS THE USER, AND TO BIND THAT EMPLOYER TO THESE GENERAL TERMS OF USE (COLLECTIVELY, THE "AGREEMENT"). THE TERM "YOU" REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTER ON THE WEBSITE OR APPLICATION. IF YOU DO NOT AGREE TO BE BOUND BY THE GENERAL TERMS OF USE AND THE [PRIVACY POLICY](#), YOU MAY NOT ACCESS OR USE THE WEBSITE, THE APPLICATION OR THE SERVICES.**

**PLEASE BE AWARE THAT SECTION 18 OF THESE GENERAL TERMS OF USE, 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.**

Please note that these General Terms of Use are supplemented by the Privacy Policy and the Specific Terms, as follows:

- **Snagajob Employer Terms:** If you are an entity or individual ("**Employer**") who accesses and uses the Services to post or submit advertisements for review by Job Seekers (as defined below) or otherwise accesses any Services designed for Employers (but excluding Shifts Clients as defined below), the Employer Terms also governs your use of the Services and any Sales Order (as defined herein) entered into by you and Snagajob. You, as an Employer, hereby acknowledge and agree that you are bound by the Snagajob Employer Terms as part of these General Terms of Use.
- **Snagajob Job Seeker Terms:** If you are accessing or using the Services to respond to job advertisements posted by Employers for full-time or part-time employment or to search for or sign up for shifts (a "**Job Seeker**"), or otherwise access any Services designed for Job Seekers, then the Job Seeker Terms also governs your use of such Services, and you hereby acknowledge and agree that you are bound by the Snagajob Job Seeker Terms of Use as part of these General Terms of Use.
- **Snagajob Shifts Terms:** If you are an employer who is accessing and using the Services to post solicitations of Snagajob Workers to fill shift-work positions ("**Shifts Clients**") or otherwise access any Services designed for Shifts Clients ("**Shifts Services**"), the Shifts Terms governs any agreement entered into by the Shifts Clients and Snagajob. You hereby acknowledge and agree that you are bound by the Snagajob Shifts Terms as part of these General Terms of Use.
- **Snagajob Shifts Workers :** If you are accessing and using the Services to respond to shift postings by Shifts Clients for the purpose of securing short-term shift work opportunities (a "**Snagajob Workers**") or otherwise access any Services designed for Snagajob Workers, a separate offer letter will constitute the agreement entered into by you, as a Snagajob Worker and Us. You hereby acknowledge and agree that you will be bound by such offer letter as part of these General Terms of Use.

Note that one or more of these documents may apply to you, and in such event, you agree to be bound by the terms and conditions of all such applicable Terms. To the extent, if any, that these General Terms of Use are inconsistent with the Specific Terms, the Specific Terms will control to the extent of such inconsistency and with respect to such Service. These General Terms of Use and any applicable Specific Term(s) are referred to herein as the "**Terms.**"

PLEASE NOTE THAT THE TERMS ARE SUBJECT TO CHANGE BY SNAGAJOB IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, Snagajob will make a new copy of the changed Terms available at the Website and within the Applications and any changes to a Specific 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 changed Terms. If we make any material changes, we will update the [Snagajob Knowledge Base](#) with a summary of such material changes, and if you are an Active User, we will also send an e-mail to you at the last e-mail address you provided to us pursuant to the Terms. "Active User" means a user who has registered with us to create an Account (as defined in Section 3.1 below) and has logged into and interacted with the Services at least once during the six months immediately prior to the date the material changes to these Terms were made. Any changes to the Terms will be effective immediately for new Users of the Website, the Application or Services and will be effective 30 days after posting notice of such changes on the Website for existing Users, provided that any material changes will be effective for Users who have an Account with us upon the earlier of 30 days after posting notice of such changes on the Website or 30 days after dispatch of an e-mail notice of such changes to Registered Users (defined in Section 3.1 below). Snagajob may require you to provide consent to the updated Terms in a specified manner before further use of the Website, the Application or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you will stop using the Website, the Application and/or the Services. Otherwise, your continued use of the Website, the Application or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

**1. Services.** Snagajob provides Services that are designed to connect Job Seekers and Shifts Workers with Employers and Shifts Clients. Job Seekers may also store certain personal and resume-related information in a standard format designed for easy sharing with employers and job recruiters. We do this by enabling Job Seekers and Snagajob Workers to submit applications to Employers and Shifts Clients through job postings and enabling Employers to invite Job Seekers and Snagajob Workers to apply for jobs or shifts.

**2. Use of the Services and Snagajob Properties.** The Snagajob Properties are protected by copyright laws.. Subject to the Terms, Snagajob grants you a limited license to reproduce portions of Snagajob Properties for the sole purpose of using the Services for your

personal or internal business purposes. Unless otherwise specified by Snagajob in a separate license, your right to use any Snagajob Properties is subject to the Terms.

**2.1 Application License.** Subject to your compliance with the Terms, Snagajob grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the Application on a 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 (a) on an Apple-branded product that runs the iOS (Apple’s proprietary operating system) and (b) as permitted by the “**Usage Rules**” set forth in the Apple App Store Terms of Service. Notwithstanding the first sentence in this section, with respect to any Application accessed through or downloaded from the Google Play store (a “**Google Play Sourced Application**”), you may have additional license rights with respect to use of the Application on a shared basis within your designated family group.

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

**2.3 Certain Restrictions.** You acknowledge and agree that the rights granted to you in the Terms are subject to the following restrictions: (a) you will not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit Snagajob Properties or any portion of Snagajob Properties, including the Website, (b) you will not frame or utilize framing techniques to enclose any trademark, logo, or other Snagajob Properties (including images, text, page layout or form) of Snagajob; (c) you will not use any metatags or other “hidden text” using Snagajob’s name or trademarks; (d) you will not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of Snagajob Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you will 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 will not access Snagajob Properties in order to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of Snagajob Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you will not remove or destroy any copyright notices or other proprietary markings contained on or in Snagajob Properties. Any future release, update or other addition to Snagajob Properties will be subject to the Terms. Snagajob, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of Snagajob Properties terminates the licenses granted by Snagajob pursuant to the Terms.

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

### **3. Registration.**

**3.1 Registering Your Account.** In order to access certain features of Snagajob 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 or Application (“Account”).

**3.2. Registration Data.** In registering an account on the Website or Application, 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 13 years old, and if you are between 13 and 18, you are accessing and using the Services under the supervision of your parent or legal guardian, who is bound to these Terms, in which case “you” as used in this Terms of Use includes your parent or legal guardian; (2) of legal age to form

a binding contract or under the supervision of a parent or legal guardian who is of legal age to form a binding contract; and (3) not a person barred from using Snagajob 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 may not share your Account or password with anyone, and you agree to notify Snagajob immediately of any unauthorized use of your password or any other breach of security. If you provide any information that is untrue, inaccurate, not current or incomplete, or Snagajob has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Snagajob has the right to suspend or terminate your Account and refuse any and all current or future use of Snagajob 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 will not have more than one Account at any given time. Snagajob 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 Snagajob Properties if you have been previously removed by Snagajob, or if you have been previously banned from any of Snagajob Properties.

**3.3 Necessary Equipment and Software.** You must provide all equipment and software necessary to connect to Snagajob Properties, including but not limited to, a mobile device that is suitable to connect with and use Snagajob 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 Snagajob Properties. By providing your cellphone number and using the Services, you hereby affirmatively consent to our use of your cellphone number for calls and texts in order to perform and improve upon the Services. Snagajob will not assess and charge for any calls or texts, but standard message charges or other charges from your wireless carrier may apply.

#### **4. Responsibility for Content.**

**4.1. Types of Content.** You acknowledge and agree that all files, materials, data, text, audio, video, images, job postings or other content, included or available in the Snagajob Properties ("**Content**"), are the sole responsibility of the party from whom such Content originated. This means that you, and not Snagajob, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available ("**Make Available**") through Snagajob Properties ("**Your Content**"), and that you and other Users of Snagajob Properties, and not Snagajob, are similarly responsible for all Content they Make Available through Snagajob Properties ("**User Content**").

**4.2 No Obligation to Pre-Screen Content.** You acknowledge and agree that Snagajob has no obligation to pre-screen Content (including, but not limited to, User Content), although Snagajob 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, including without limitation chat, text, or voice communications. If Snagajob pre-screens, refuses or removes any Content, you acknowledge and agree that Snagajob will do so for Snagajob's benefit, or the benefit of the online community that we serve, not yours. Without limiting the foregoing, Snagajob will have the right to remove any Content that violates the Terms or is otherwise objectionable.

**4.3 Storage.** Unless expressly agreed to by Snagajob in writing elsewhere, Snagajob has no obligation to store any of Your Content that you Make Available on Snagajob Properties. Snagajob 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 Snagajob 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 Snagajob retains the right to create reasonable limits on Snagajob'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 Snagajob in its sole discretion.

#### **5. Ownership.**

**5.1 Company Properties.** Except with respect to Your Content and User Content, you agree that Snagajob and its suppliers own all rights, title and interest in Snagajob 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 Snagajob Properties.

5.2 **Trademarks.** “SNAGAJOB”, “SNAGAJOB.COM”, “THE #1 SOURCE FOR HOURLY EMPLOYMENT”, “PEOPLEMATTER” and other related graphics, logos, service marks and trade names used on or in connection with Snagajob Properties or in connection with the Services are the trademarks of Snagajob 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 Snagajob Properties are the property of their respective owners.

5.3 **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 Snagajob Properties.

5.4 **Your Content.** Snagajob does not claim ownership of Your Content. However, when you post or publish Your Content on or in Snagajob Properties, you represent that you own or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license 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 to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content.

5.5 **License to Your Content.** Subject to any applicable account settings that you select, you grant Snagajob 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 Snagajob 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 Snagajob, are responsible for all of Your Content that you Make Available on or in Snagajob Properties.

5.6 **Investigations.** Snagajob may, but is not obligated to, monitor or review Snagajob Properties and Content at any time. Without limiting the foregoing, Snagajob will 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 Snagajob does not generally monitor user activity occurring in connection with Snagajob Properties or Content, if Snagajob becomes aware of any possible violations by you of any provision of the Terms, Snagajob reserves the right to investigate such violations, and Snagajob may, at its sole discretion, immediately terminate your license to use Snagajob Properties, or change, alter or remove Your Content, in whole or in part, without prior notice to you.

5.7 **Username.** Notwithstanding anything contained herein to the contrary, by submitting Your Content to any forums, comments, or any other area on Snagajob Properties, you hereby expressly permit Snagajob to identify you by your username 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.

5.8 **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.

5.9 **Feedback.** You agree that submission of any ideas, suggestions, documents, and/or proposals to Snagajob through its suggestion, feedback, wiki, forum or similar pages (“**Feedback**”) is at your own risk and that Snagajob 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 Snagajob a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of Snagajob Properties.

6. **User Conduct.** As a condition of your use of the Snagajob Properties, you agree not to use Snagajob Properties for any purpose that is prohibited by the Terms. You will not (and will not permit any third party to) either (a) take any action or (b) Make Available any Content on or through Snagajob 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 Snagajob'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 Snagajob; (vi) interferes with or attempt to interfere with the proper functioning of Snagajob Properties or uses Snagajob Properties in any way not expressly permitted by the Terms; or (vii) attempts to engage in or engage in, any potentially harmful acts that are directed against Snagajob Properties, including but not limited to violating or attempting to violate any security features of Snagajob Properties, using manual or automated software or other means to access, "scrape," "crawl" or "spider" any pages contained in Snagajob Properties, introducing viruses, worms, or similar harmful code into Snagajob Properties, or interfering or attempting to interfere with use of Snagajob Properties by any other user, host or network, including by means of overloading, "flooding," "spamming," "mail bombing," or "crashing" Snagajob Properties.

## **7. Removal of Content.**

**7.1 General.** Snagajob reserves the right to refuse to post or remove any Content submitted or posted to or through the Services. Notwithstanding the foregoing, you acknowledge that Snagajob is under no obligation to edit or modify any Content or decide any dispute or disagreement between the posters and will have no liability to you for any Content. Snagajob does not assume liability for Content or for any claims for economic loss resulting from Content. Snagajob may remove any Content in the event it determines, in its sole discretion, that Content submitted:

- a. Is false, unlawful, misleading, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing (or advocates harassment of another person), threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- b. Is patently offensive to the online community, such as that which promotes racism, bigotry, hatred or physical, emotional or sexual harm of any kind against any group or individual;
- c. Solicits personal information from anyone under age 18;
- d. Violates another person's privacy rights or that impersonates any person or entity;
- e. Would constitute, encourage, promote or provide instructions for conduct of an illegal activity, a criminal offense, give rise to civil liability, violate the rights of any party in any country of the world, or that would otherwise create liability or violate any local, national or international law, including, without limitation, the regulations of the U.S. Securities and Exchange Commission (SEC) or any rules of any securities exchange, including but not limited to, the New York Stock Exchange (NYSE) and/or the NASDAQ;
- f. Provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy or providing or creating computer viruses;
- g. May infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- h. Constitutes mass mailings or "spamming", "junk mail", "chain letters" or "pyramid schemes";
- i. Impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity, including Snagajob or any Employer;
- j. Is private information of any third party, including, without limitation, addresses, phone numbers, e-mail addresses, social security numbers and credit card numbers;
- k. Include or are intended to facilitate viruses, corrupted data or other harmful, disruptive or destructive files;
- l. Is unrelated to the topic of the Reviews or Employer for which such Review is posted;
- m. Contains misleading, unreadable, or "hidden" keywords, repeated words, or keywords, the names, logos or trademarks of



unaffiliated companies, the names of colleges, cities, states town or other jurisdictions that are irrelevant or inapplicable to the job opportunity being presented, as determined by Snag in its sole discretion;

- n. In the case of job postings Content, contains more than one job position or description
- o. (i) is otherwise objectionable, (ii) restricts or inhibits any other person from using or enjoying the Services, or (iii) may expose Snagajob or its users (including any Employer or Shifts Client) to any harm or liability of any type;
- p. May not be in the best interests of the online community that we serve or the efficient operations of the Services.

**7.2 Job Postings Content.** Snagajob may remove any job posting Content in the event it determines, in its sole discretion, that the job posting Content:

- a. Does not comply with applicable federal, state, local, or international laws, including but not limited to laws relating to labor and employment, equal employment opportunity, and employment eligibility requirements, data privacy, data access and use, and intellectual property;
- b. Involves a criminal enterprise or would require engaging in illegal activity to perform such job;
- c. Advertises for a competitor of Snagajob or contains links to any site competitive with Snagajob;
- d. Is for a position that has expired;
- e. Directs or requires the applicant to apply for the position by any means other than through the Snagajob Properties;
- f. Sells, promotes, or advertises products or services;
- g. Promotes any franchise, pyramid scheme, "club membership", distributorship, multi-level marketing opportunity, or sales representative agency arrangement or any employment, job or business opportunity that requires an up-front or periodic payment or requires recruitment of other members, sub-distributors, or subagents;
- h. Advertises for modeling, acting, talent, or entertainment agencies or talent scouting positions;
- i. Directly or indirectly advertises or promotes another website, product, or service, or solicits other users for other websites, products, or services, including advertising to recruit users to join an agency or another website or company;
- j. Requests or demands free services, including a requirement to submit work as part of a proposal process for little or no money, or requests a fee before allowing an applicant to submit a proposal;
- k. Shares or solicits contact information, such as e-mail, phone number or social media usernames, in a profile or job post;
- l. Advertises sexual services or seek employees for jobs of a sexual nature;
- m. Requests the use of human body parts or the donation of human parts, including without limitation, reproductive services such as egg donation and surrogacy;
- n. Advertises jobs located in countries subject to economic sanctions of the United States government;
- o. Contains a URL or hyperlink, or an email address or phone number;
- p. Except where allowed by applicable laws, requires the applicant to provide information relating to the applicant's racial or ethnic origin; political beliefs; philosophical or religious beliefs; membership of a trade union; physical or mental health; sexual health; commission of criminal offenses; or age; or
- q. May be misleading, objectionable, inappropriate, or not in the best interests of the online community that we serve or the efficient operation of our Services.

**7.3 Reporting.** We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate customer information. We also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and

prosecution of illegal conduct by providing network and systems information related to alleged violations of the Terms.

## 8. Interactions with Other Users.

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

8.2 **Content Provided by Other Users.** Snagajob Properties may contain User Content provided by other users. Snagajob is not responsible for and does not control User Content. Snagajob 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.

8.3 **No Authentication of Users.** You understand and agree that Snagajob does not, and cannot, confirm that each user is who they claim to be. We are not responsible for authenticating users and therefore it is your responsibility to conduct the appropriate due diligence before communicating or interacting with other users, including, without limitation, Employers, Shifts Clients, Job Seekers, and Snagajob Workers. You assume all risks associated with users with whom you come into contact. If you have any disputes or issues with any user you agree to pursue any remedies directly with the applicable user and you release Snagajob, its subsidiaries, and their respective employees, directors and agents from all claims, demands and damages of every kind (actual and consequential and direct and indirect) known and unknown, suspected and unsuspected, disclosed and undisclosed, to the fullest extent permitted by law.

## 9. Third-Party Services, Portals, Gift Cards and Other Websites.

9.1 **Third-Party Services.** Snagajob Properties may contain links to third-party websites, applications, advertisements, and services (collectively, "**Third-Party Services**"). When you access a Third-Party Service, we may not warn you that you have left Snagajob Properties and are subject to the terms and conditions (including privacy policies) of another third party. Such Third-Party Services are not under the control of Snagajob. Snagajob is not responsible for any Third-Party Services. Snagajob provides these Third-Party Services only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services, including the quality or accuracy of the products or services offered through such Third-Party Services. You access all Third-Party Services at your own risk. When you leave our Website, Application or Services, our Terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any provider of such Third-Party Services, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

9.2 **Third Party Portals.** Snagajob Properties may be made available to you through the use of third-party web sites ("**Third-Party Portals**"). Such Third-Party Portals are not under the control of Snagajob. Snagajob is not responsible for any Third-Party Portals.

9.3 **Gift Cards.** Snagajob offers third-party merchant ("**Merchant**") gift cards ("**Gift Cards**"). When purchasing a Gift Card, you must provide your billing information (e.g., credit or debit card number at check-out. Gift Cards are non-refundable. Such Gift Cards may not be reloaded, resold, or used for payment outside of the Merchant's website; used for unauthorized advertising, marketing, sweepstakes, or other promotional purposes; redeemed for more than face value; transferred for value; redeemed for cash (except to the extent required by law); or returned for a cash refund (except to the extent required by law). Gift Cards may not be redeemed for cash (except to the extent required by law). You further agree and understand that Snagajob has no liability for the loss of such Gift Card after its receipt, so please protect your Gift Card balance as necessary. For issues related to the use of (rather than the receipt of) a Gift Card, the applicable Merchant's customer service will be responsible. You further agree and understand that Merchants are solely responsible to you for your ability to use, and the terms of usage of the Gift Cards. Each Merchant's terms of use for its Gift Card(s) are available on the Merchant's website, and those terms and conditions exclusively govern use of that Merchant's Gift Card(s). Snagajob is not and shall not be in any manner responsible or liable for any Merchant actions, policies, or practices. TO THE FULL EXTENT PERMISSIBLE BY LAW, SNAGAJOB MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO GIFT CARDS, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE."



**9.4 Accessing and Downloading 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 Snagajob only, and not Apple, and (ii) Snagajob, 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 Snagajob 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 Snagajob.
- d. You and Snagajob acknowledge that, as between Snagajob 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 Snagajob 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 Snagajob and Apple, Snagajob, 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 Snagajob 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.

**9.5. Accessing and Downloading the Application from Google Play.** The following applies to any Google Play Sourced Application accessed through or downloaded from Google Play:

- a. You acknowledge and agree that (i) the Agreement are concluded between you and Snagajob only, and not Google, Inc. ("Google"), and (ii) Snagajob, not Google, is solely responsible for the Google Play Sourced Application and content thereof. Your use of the Google Play Sourced Application must comply with the Google Play Agreement of Service.
- b. Google is only a provider of Google Play where you obtained the Google Play Sourced Application.
- c. Snagajob, and not Google, is solely responsible for its Google Play Sourced Application;
- d. Google has no obligation or liability to you with respect to Snagajob's Google Play Sourced Application or this Agreement; and
- e. You acknowledge and agree that Google is a third-party beneficiary to this Agreement as it relates to Snagajob's Google Play Sourced Application.

## **10. SMS Messaging.**

**10.1 SMS Texting Services.** If you provide us your mobile phone number at registration or in your Account information, you agree that

Snagajob, our affiliated companies, and our and their respective representatives may contact you at that number using text messages to: (i) service your Account or otherwise communicate with you for customer service purposes, (ii) investigate or prevent fraud, or (iii) collect a debt. Snagajob may also, from time to time, offer text message programs, including one-time texts and subscription text services, where we text you for marketing purposes. The foregoing text messages services are collectively referred to as the **"SMS Texting Services."** We will not contact you via our SMS Texting Services for marketing purposes unless you affirmatively consent. Consent to receive autodialed texts for marketing purposes is not required as a condition of purchasing any goods or services.

**10.2 How to Opt Out.** You can cancel the SMS texting service at any time. Just text "STOP" in response to any text message you receive from us. After you send the SMS message "STOP" to us, we will send you an SMS to confirm that you have been unsubscribed. After this you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time, and we will start sending SMS messages to you again. If at any time you forget what keywords are supported, just text "HELP" in response to any text message you receive from us. After you send the SMS message "HELP" to us, we will respond with instructions on how to use our SMS Texting Services as well as how to unsubscribe. Message frequency depends on the user's interaction. If you have any questions regarding privacy, please read our [Privacy Policy](#) or contact us [here](#).

**10.3 Mobile Carrier Charges.** We do not charge for our SMS Texting Services; however, your mobile carrier's standard data and messaging rates will apply. By providing your consent to participate in a SMS Texting Service, you approve any such charges from your mobile carrier. You represent that you are 13 years of age or older and the owner or authorized user of the mobile device associated with the telephone number you designate to receive messages from the applicable SMS Texting Service. You also represent that you are authorized to approve the applicable carrier charges. If you have any questions regarding your mobile carrier charges, please contact your mobile carrier directly.

**10.4 Privacy.** Data obtained from you in connection with the SMS Texting Services may include your name, address, mobile phone number, your mobile service provider's name, and the date, time, and content of your messages. Our use of this information will be in accordance with our [Privacy Policy](#). Your mobile carrier and other service providers may also collect data about your mobile device usage, and their practices are governed by their own policies.

**10.5 Disclaimers.** You acknowledge and agree that the SMS Texting Services are provided via wireless systems which use radios (and other means) to transmit communications over complex networks. We will not be liable for any delays in the receipt of any text messages, as delivery is subject to effective transmission from your network operator. The SMS Texting Services are provided on an AS-IS basis. We do not guarantee that your use of these services will be private or secure, and we are not liable to you for any lack of privacy or security you may experience. You are fully responsible for taking precautions and providing security measures best suited for your situation and intended use of the SMS Texting Services.

**11. Indemnification.** You agree to indemnify and hold Snagajob, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively, the **"Snagajob 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, Snagajob 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. Snagajob 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 Snagajob in asserting any available defenses. This provision does not require you to indemnify any of the Snagajob 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 Snagajob Properties.

## **12. Disclaimer of Warranties and Conditions.**

**12.1 AS IS.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF SNAGAJOB PROPERTIES IS AT YOUR SOLE RISK, AND SNAGAJOB PROPERTIES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. SNAGAJOB 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 ARISING FROM USE OF THE SERVICES. SNAGAJOB PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) SNAGAJOB PROPERTIES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF SNAGAJOB PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF SNAGAJOB PROPERTIES WILL BE ACCURATE OR RELIABLE OR (4) YOUR USE OF SNAGAJOB PROPERTIES WILL BE PRIVATE OR SECURE. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH SNAGAJOB PROPERTIES IS ACCESSED AT YOUR OWN RISK, AND SNAGAJOB DOES NOT MAKE ANY REPRESENTATION, WARRANTY, OR GUARANTEE WITH RESPECT TO THE ACCURACY, LEGALITY, LEGITIMACY, TRUTHFULNESS, COMPLETENESS OF ANY SUCH CONTENT. YOU UNDERSTAND THAT YOU MAY BE EXPOSED TO USER CONTENT THAT IS INACCURATE, INCOMPLETE, ILLEGAL, MISLEADING, FALSE, OFFENSIVE, CONSTITUTES SPAM, OR IS OTHERWISE UNSUITED TO YOUR PURPOSE, AND YOU ACCEPT THAT IT IS YOUR RESPONSIBILITY TO VERIFY THE QUALITY, ACCURACY, TRUTHFULNESS, LEGALITY OR RELIABILITY OF USER CONTENT, INCLUDING WITHOUT LIMITATION, RESUMES/CVS, JOB ADVERTISEMENTS, AND CONTENT OF MESSAGES. YOUR RELIANCE ON ANY USER CONTENT IS AT YOUR OWN RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS SNAGAJOB PROPERTIES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT. THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. SNAGAJOB MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES. SNAGAJOB DISCLAIMS ANY RESPONSIBILITY FOR ANY HARM CAUSED BY DOWNLOADING OR ACCESSING ANY INFORMATION OR MATERIAL ON THE SITE. UNDER NO CIRCUMSTANCES SHALL SNAGAJOB BE LIABLE TO YOU OR ANY THIRD PARTY ON ACCOUNT OF YOUR USE OR MISUSE OF OR RELIANCE ON THE SITE. FROM TIME TO TIME, SNAGAJOB 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 SNAGAJOB'S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

**12.2 No Liability for Conduct of Third Parties.** YOU ACKNOWLEDGE AND AGREE THAT SNAGAJOB PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD SNAGAJOB PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES ON THE WEBSITE, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

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

### **13. Limitation of Liability.**

**13.1 Disclaimer of Certain Damages.** YOU UNDERSTAND AND AGREE THAT IN NO EVENT WILL SNAGAJOB BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH SNAGAJOB PROPERTIES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER OR NOT SNAGAJOB 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 SNAGAJOB PROPERTIES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (1) THE USE OR INABILITY TO USE SNAGAJOB 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 SNAGAJOB PROPERTIES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON SNAGAJOB PROPERTIES; OR (5) ANY OTHER MATTER RELATED TO SNAGAJOB PROPERTIES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING CAP ON LIABILITY WILL NOT APPLY TO LIABILITY OF A SNAGAJOB PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A SNAGAJOB PARTY'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY A SNAGAJOB PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

13.2 **Cap on Liability.** UNDER NO CIRCUMSTANCES WILL SNAGAJOB BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (A) \$50.00, AND (B) THE LIABILITY CAP AMOUNT SET FORTH IN THE APPLICABLE SPECIFIC TERM, IF ANY. THE FOREGOING CAP ON LIABILITY WILL NOT APPLY TO LIABILITY OF A SNAGAJOB PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A SNAGAJOB PARTY'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY A SNAGAJOB PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) IF OTHERWISE PROVIDED FOR BY A CONTRACT WITH SNAGAJOB.

13.3 **USER CONTENT.** EXCEPT FOR SNAGAJOB'S OBLIGATIONS TO PROTECT YOUR PERSONAL DATA AS SET FORTH IN THE SNAGAJOB'S PRIVACY POLICY, SNAGAJOB 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.

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

14. **Procedure for Making Claims of Copyright Infringement.** It is Snagajob's policy to terminate membership privileges of any user who repeatedly infringes copyright upon prompt notification to Snagajob 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 Snagajob 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 the Snagajob 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; (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 Snagajob Copyright Agent for notice of claims of copyright infringement is as follows:  
[copyright@snagajob.com](mailto:copyright@snagajob.com)

## 15. Remedies.

15.1 **Violations.** If Snagajob becomes aware of any possible violations by you of the Terms, Snagajob reserves the right to investigate such violations. If, as a result of the investigation, Snagajob believes that criminal activity has occurred, Snagajob reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Snagajob is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in Snagajob Properties, including Your Content, in Snagajob's possession in connection with your use of Snagajob 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 Snagajob, its Users or the public, and all enforcement or other government officials, as Snagajob in its sole discretion believes to be necessary or appropriate.

15.2 **Breach.** If Snagajob determines, in its sole discretion, that you have breached any portion of the Terms, or have otherwise demonstrated conduct inappropriate for Snagajob Properties, Snagajob reserves the right to:

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

## 16. Term and Termination.

16.1 **Term.** The Terms constitute a legally-binding agreement that commences on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use Snagajob Properties, unless terminated earlier in accordance with the Terms.

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

16.3 **Termination of Services by Snagajob.** If Snagajob believes that you have materially breached any provision of the Terms, or if Snagajob is required to do so by law (e.g., where the provision of the Website, the Application, the Software or the Services is, or becomes, unlawful), or if Snagajob believes it is necessary in order to protect the Snagajob Properties or other users, Snagajob has the right to, immediately and without notice, suspend or terminate any Services provided to you. You agree that all terminations for cause will be made in Snagajob's sole discretion and that Snagajob will not be liable to you or any third party for any termination of your Account.

16.4 **Termination of Services by You.** If you want to terminate the Services provided by Snagajob, you may do so by (a) notifying Snagajob at any time and (b) closing your Account for all of the Services that you use. Your notice should be sent, in writing, to Snagajob's at 4851 Lake Brook Drive, Richmond, VA 23060. Note that if you are an Employer or a Shifts Client, you are subject to any additional terms relating to termination of Sales Orders set forth in the Snagajob Employer Terms or the Snagajob Shifts Terms.

16.5 **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 immediately. You understand that any termination of Services may involve deletion of Your Content associated therewith from our live databases. Snagajob 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, will survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

16.6 **No Subsequent Registration.** If your registration(s) with or ability to access Snagajob Properties, or any other Snagajob community is discontinued by Snagajob due to your violation of any portion of the Terms or for conduct otherwise inappropriate for the community, then you agree that you will not attempt to re-register with or access Snagajob Properties or any Snagajob community through use of a different member name or otherwise. If you violate the immediately preceding sentence, Snagajob reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

17. **International Users.** Snagajob 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 Snagajob intends to announce such Services or Content in your country. Snagajob Properties are controlled and offered by Snagajob from its facilities in the United States of America. Snagajob makes no representations that Snagajob Properties are appropriate or available for use in other locations. Those who access or use Snagajob Properties from other countries do so at their own volition and are responsible for compliance with local law.

18. **Dispute Resolution.** *Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires you to arbitrate disputes with Snagajob and limits the manner in which you can seek relief from Us.*

18.1 **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 Snagajob, 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 Snagajob 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 will apply, without limitation, to all claims that**



arose or were asserted before the Effective Date of this Agreement or any prior version of this Agreement.

**IF YOU AGREE TO ARBITRATION WITH SNAGAJOB, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST SNAGJOB ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST THE SNAGAJOB 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.**

**18.2 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 at Snagajob.com, Inc., c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware, 19808 and/or e-mail [legal@snagajob.com](mailto:legal@snagajob.com). 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, will 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 will 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, Snagajob will pay them for you. In addition, Snagajob will reimburse all such JAMS filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, Snagajob 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.

**18.3 Authority of Arbitrator.** The arbitrator, and not any federal, state or local court or agency will 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 Snagajob. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim. The arbitrator will 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 will 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.

**18.4 Waiver of Jury Trial.** YOU AND SNAGAJOB 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 Snagajob are instead electing that all claims and disputes will be resolved by arbitration under this Arbitration Agreement, except as specified in Section 18.1 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.

**18.5 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. If this subparagraph is deemed invalid or unenforceable neither you nor we are entitled to arbitration and instead claims and disputes will be resolved in a court as set forth in Sections 19.6 and 19.7.

**18.6 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: Snagajob, 4851 Lake Brook Drive, Glen Allen, VA 23060, Attention: Legal or e-mail [legal@snagajob.com](mailto:legal@snagajob.com) within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name



and address, your Snagajob username (if any), the e-mail address you used to set up your 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 this Agreement 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.

18.7 **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 will be of no force and effect and will be severed and the remainder of the Arbitration Agreement will continue in full force and effect.

18.8 **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Snagajob.

18.9 **Modification.** Notwithstanding any provision in this Agreement to the contrary, we agree that if Snagajob 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 Snagajob.

## 19. General Provisions.

19.1 **Electronic Communications.** The communications between you and Snagajob use electronic means, whether you visit Snagajob Properties or send Snagajob e-mails or text messages, or whether Snagajob posts notices on Snagajob Properties or communicates with you via e-mail or text message. For contractual purposes, you (1) consent to receive communications from Snagajob in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Snagajob 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 the Snagajob 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 Snagajob 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 Snagajob Properties. If you are a California resident, you hereby waive California Civil Code Section 1542, which states,

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

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 Snagajob or for such party's fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Website.

19.3 **Assignment.** The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Snagajob's 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.** Snagajob will 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, pandemics or epidemics, strikes, shortages of transportation facilities, fuel, energy, labor or materials or other conditions outside Snagajob's reasonable control that discontinue normal business operations.

19.5 **Questions, Complaints, Claims.** If you have any questions, complaints or claims with respect to Snagajob Properties, please contact us via [here](#). 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 **Governing Law.** THE TERMS AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF DELAWARE 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.

19.7 **Notice.** You are responsible for providing your most current e-mail address in your profile, on the Website and in the Application. If the last e-mail address you provided to Snagajob is not valid, or for any reason is not capable of delivering to you any notices required or permitted by the Terms, Snagajob's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Snagajob via e-mail at the following address: [legal@snagajob.com](mailto:legal@snagajob.com).

19.8 **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.

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

19.10 **Export Control.** You may not use, export, import, or transfer Snagajob Properties except as authorized by U.S. law, the laws of the jurisdiction in which you obtained Snagajob Properties, and any other applicable laws. In particular, but without limitation, Snagajob 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 Snagajob 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 Snagajob Properties for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Snagajob are subject to the export control laws and regulations of the United States. You will comply with these laws and regulations and will not, without prior U.S. government authorization, export, re-export, or transfer Snagajob products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

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

19.12 **Entire Agreement.** The Terms constitute 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.

End of General Terms of Service