



## CANDIDATE TERMS OF USE AGREEMENT

**Last Updated Date: 3/18/2022**

Welcome to Maasive, a modern recruiting and job matching platform (the “**Platform**”) provided by Do a Huddle, Inc. (dba Maasive) (“**Maasive**”). The Platform is designed to connect individuals seeking employment and/or freelance opportunities (“**Candidates**”) to jobs with companies who use the Platform (“**Employers**”) and are interested in hiring or engaging Candidates directly.

PLEASE READ THIS TERMS OF USE AGREEMENT (THE “**TERMS OF USE**”) CAREFULLY. THE PLATFORM, THE INFORMATION ON THE PLATFORM, AND THE SERVICES AND RESOURCES AVAILABLE OR ENABLED VIA THE PLATFORM (EACH A “**SERVICE**” AND COLLECTIVELY, THE “**SERVICES**”), ARE CONTROLLED BY MAASIVE. THESE TERMS OF USE ALONG WITH ALL SUPPLEMENTAL TERMS THAT MAY BE PRESENTED TO YOU FOR YOUR REVIEW AND ACCEPTANCE (COLLECTIVELY, THE “**AGREEMENT**”), GOVERN YOUR ACCESS TO AND USE OF THE SERVICES. BY CREATING A USER PROFILE, COMPLETING THE APPLICATION OR REGISTRATION PROCESS, OR ACCESSING OR USING ANY OF THE SERVICES, INCLUDING BY CONDUCTING AN INTERVIEW WITH AN EMPLOYER OR PROVIDING ANY OTHER INFORMATION THROUGH THE PLATFORM, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE AGREEMENT, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH MAASIVE, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE AGREEMENT. THE TERM “**YOU**” REFERS TO THE INDIVIDUAL ACCESSING OR USING THE SERVICES. **IF YOU DO NOT AGREE TO BE BOUND BY THE AGREEMENT, YOU MAY NOT ACCESS OR USE ANY OF THE SERVICES.**

PLEASE BE AWARE THAT SECTION 14 (DISPUTE RESOLUTION) OF THE AGREEMENT BELOW CONTAINS PROVISIONS GOVERNING HOW ANY DISPUTES BETWEEN US WILL BE RESOLVED. 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 PURSUE CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

PLEASE BE AWARE THAT SECTION 1.2 (MAASIVE COMMUNICATIONS) OF THE AGREEMENT BELOW CONTAINS YOUR OPT-IN CONSENT TO RECEIVE COMMUNICATIONS FROM US, INCLUDING, AS APPLICABLE, VIA E-MAIL.

PLEASE NOTE THAT THE AGREEMENT IS SUBJECT TO CHANGE BY MAASIVE IN ITS SOLE DISCRETION AT ANY TIME. WHEN CHANGES ARE MADE, MAASIVE WILL MAKE A COPY OF THE UPDATED AGREEMENT AVAILABLE AT JOINMAASIVE.COM (THE “**WEBSITE**”) AND ON THE PLATFORM AND UPDATE THE “**LAST UPDATED DATE**” AT THE TOP OF THESE TERMS OF USE. IF WE MAKE ANY MATERIAL CHANGES TO THE AGREEMENT, WE WILL PROVIDE NOTICE OF SUCH MATERIAL CHANGES ON THE WEBSITE AND THE PLATFORM. ANY CHANGES TO THE AGREEMENT WILL BE EFFECTIVE IMMEDIATELY FOR NEW USERS OF THE SERVICES AND WILL BE EFFECTIVE FOR EXISTING USERS UPON THIRTY (30) DAYS AFTER THE “**LAST UPDATED DATE**” AT THE TOP OF THESE TERMS OF USE. IF YOU DO NOT AGREE TO THE UPDATED AGREEMENT, YOU MUST STOP USING ALL SERVICES UPON THE EFFECTIVE DATE OF THE UPDATED AGREEMENT. OTHERWISE, YOUR CONTINUED USE OF ANY OF THE SERVICES AFTER THE EFFECTIVE DATE OF THE UPDATED AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THE UPDATED AGREEMENT. PLEASE REGULARLY CHECK THE WEBSITE AND THE PLATFORM TO VIEW THE THEN-CURRENT AGREEMENT. YOU



AGREE THAT MAASIVE'S CONTINUED PROVISION OF THE SERVICES IS ADEQUATE CONSIDERATION FOR THE CHANGES IN THE UPDATED AGREEMENT.

**1. USE OF THE SERVICES.** The Services, and the information and content available on them, are protected by applicable intellectual property laws. Subject to your compliance with these Terms of Use, Maasive grants you a limited, non-exclusive, revocable, non-assignable, personal and non-transferable license to access and make personal use of the Platform. Unless subject to a separate license between you and Maasive, your right to use any and all Services is subject to the Agreement. You understand that the Services are evolving and that Maasive may update the Services with or without notifying you.

**1.1 Certain Restrictions.** The rights granted to you in the Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit any of the Services; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other parts of the Services (including images, text, page layout or form); (c) you shall not use any metatags or other "hidden text" using Maasive's 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 the Services 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 Services (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) except as expressly stated herein, no part of the Services 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 the Services. Any future release, update or other addition to the Services shall be subject to the Agreement. Maasive, its suppliers and service providers reserve all rights not granted in the Agreement.

**1.2 Maasive Communications.** By entering into the Agreement or using the Services, you agree to receive communications from us, including via e-mail. Communications from us and our affiliated companies may include but are not limited to: operational communications concerning your Account or the use of the Services, updates concerning new and existing features on the Services, communications concerning promotions run by us or our third-party partners, and news concerning the Maasive and industry developments. IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF.

## **2. REGISTRATION.**

**1.1 Registering Your Account.** In order to access certain features of the Services you may be required to become a Registered User. For purposes of the Agreement, a "**Registered User**" is a user who has registered an account with Maasive through the Services ("**Account**").

**1.2 Registration Data.** In registering an Account, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the registration form (the



**“Registration Data”**); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (i) at least eighteen (18) years old; (ii) of legal age to form a binding contract; and (iii) not a person barred from using Maasive 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 any other persons, including minors, and you will accept full responsibility for any such unauthorized use. You may not share your Account login or password with anyone, and you agree to (y) notify Maasive immediately of any unauthorized use of your password or any other breach of security; and (z) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or Maasive has reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current or incomplete, Maasive has the right to suspend or terminate your Account and refuse any and all current or future use of the Services (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 at any given time. Maasive 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 the Services if you have been previously removed by Maasive, or if you have been previously banned from any of the Services.

1.3 **Necessary Equipment and Software.** You must provide all equipment and software necessary to connect to the Services. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Services.

## 2. RESPONSIBILITY FOR CONTENT.

2.1 **Types of Content.** You acknowledge that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags and other materials accessible through the Services (collectively, **“Content”**) is the sole responsibility of the party from whom such Content originated. This means that you, and not Maasive, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available through the Services, including, without limitation, Candidate Information (as defined below) (**“Your Content”**), and that you and other users of the Services, and not Maasive, are similarly responsible for all Content they make available through the Services (**“User Content”**).

2.2 **Candidate Information.** As a Candidate, you may submit your resume, portfolio projects, and other applicable materials or information, including your name, email address, employment and work history, work experience, educational background and skill set (**“Candidate Information”**) in order for Employers to evaluate you for an engagement or employment. Please remember that Employers and other Candidates with whom you have connected may search for, see, and use any Candidate Information that you submit to any “public” area of Services. Once you remove certain Candidate Information from the Services, we will cease making that Candidate Information available to Employers, but please note that we do not control how Employers may continue to use any Candidate Information they had access to through the Services prior to such removal.

2.3 **Content Provided by Other Users.** The Services may contain User Content provided by other Registered Users. Maasive is not responsible for and does not control User Content. Maasive 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 Registered Users at your own risk.

**2.4 No Obligation to Pre-Screen Content.** You acknowledge that Maasive has no obligation to pre-screen Content (including, but not limited to, User Content and Candidate Information), although Maasive reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Terms of Use, 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. In the event that Maasive pre-screens, refuses or removes any Content, you acknowledge that Maasive will do so for Maasive' benefit, not yours. Without limiting the foregoing, Maasive shall have the right to remove any Content that violates this Agreement or is otherwise objectionable.

### **3. OWNERSHIP.**

**3.1 Services.** Except with respect to Your Content, you agree that Maasive and its suppliers own all rights, title and interest in the Services (including but not limited to, any computer code, themes, objects, characters, character names, stories, dialogue, concepts, artwork, animations, sounds, musical compositions, audiovisual effects, methods of operation, moral rights, documentation, and Maasive software). You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any Services.

**3.2 Trademarks.** Maasive's name and all related stylizations, graphics, logos, service marks and trade names used on or in connection with any Services are the trademarks of Maasive and may not be used without permission in connection with your, or any third-party, products or services. Third party trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners.

**3.3 Your Content.** Maasive does not claim ownership of Your Content. However, when you post or publish Your Content on or in any Services, you represent that you own or have all necessary and worldwide intellectual property rights, including moral rights, to post or publish Your Content, including Candidate Information, on or in the Services.

**3.4 License to Your Content.** You grant Maasive a fully paid, royalty-free, worldwide, non-exclusive right (including any moral rights) and license to use Your Content (in whole or in part) for the purposes of operating and providing the Services to you and other Registered Users and Employers. You agree that you, not Maasive, are responsible for all of Your Content. Any Content posted by you in your profile may not contain nudity, violence, sexually explicit, or offensive subject matter as determined by Maasive in its sole discretion.

**3.5 Account.** Notwithstanding anything contained herein to the contrary, you acknowledge and agree that you will 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 will forever be owned by and inure to the benefit of Maasive.

**3.6 Feedback.** You agree that submission of any ideas, suggestions, documents, and/or proposals to Maasive through its contact, suggestion, feedback, or similar pages ("**Feedback**") is at your own risk and that Maasive 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 Maasive a fully paid, royalty-free, perpetual, irrevocable, worldwide, and non-exclusive 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 the Services and/or Maasive's business.

4. **USER CONDUCT.** As a condition of use, you agree not to use any of the Services for any purpose that is prohibited by this Agreement 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 the Services that: (i) infringes, misappropriates or otherwise violates any intellectual property right, right of publicity, right of privacy 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, such as contests, sweepstakes, barter, advertising, or pyramid schemes without Maasive's prior written consent; (v) impersonates any person or entity, including any employee or representative of Maasive; (vi) interferes with or attempt to interfere with the proper functioning of the Services or uses the Services in any way not expressly permitted by the Agreement; or (vii) attempts to engage in or engage in, any potentially harmful acts that are directed against the Services, including but not limited to violating or attempting to violate any security features of the Services, introducing viruses, worms, or similar harmful code into the Services, or interfering or attempting to interfere with use of the Services by any other user, host or network, including by means of overloading, "flooding," "spamming," "mail bombing," or "crashing" the Services.
5. **CONFIDENTIALITY.** You agree to keep all information gained from using the Services confidential. You agree that (a) you will use any Content or Candidate Information submitted by Candidates or Employers in accordance with applicable privacy and data protection laws; (b) you will not disclose the names or identities of any Candidates to any third parties; and (3) you will take appropriate physical, technical and administrative measures to protect Content obtained through use of the Services from loss, misuse, unauthorized access, disclosure, alteration or destruction. You agree not to post, publicly or privately, or disclose any job offers or opportunities you become aware of through the Services.
6. **INTERACTIONS WITH OTHER USERS.** You are solely responsible for your interactions with other Registered Users and any other parties with whom you interact; provided, however, that Maasive reserves the right, but has no obligation, to intercede in such disputes. You agree that Maasive will not be responsible for any liability incurred as the result of such interactions. MAASIVE DOES NOT INQUIRE INTO THE BACKGROUNDS OF ITS REGISTERED USERS OR ATTEMPT TO VERIFY THE CONTENT OF ITS REGISTERED USERS. MAASIVE MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF REGISTERED USERS OR EMPLOYERS OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE REGISTERED USERS.
7. **INDEMNIFICATION.** You agree to indemnify and hold Maasive, its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and licensors (each, a "**Maasive Party**" and collectively, the "**Maasive Parties**") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of any and all of the following: (a) Your Content; (b) your use of any Service in violation of the Agreement; (c) your violation of any



rights of another party; or (d) your violation of any applicable laws, rules or regulations. Maasive 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 agree to fully cooperate with Maasive in asserting any available defenses. This provision does not require you to indemnify any of the Maasive Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, or suppression or omission of any material fact in connection with any Services provided hereunder. You agree that the provisions in this section will survive any termination of the Agreement and/or your access to the Services.

## **8. DISCLAIMER OF WARRANTIES AND CONDITIONS.**

8.1 **As Is.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. MAASIVE EXPRESSLY DISCLAIMS 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.

(a) MAASIVE MAKES NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) THE SERVICES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; OR (4) THAT YOU WILL SECURE ANY EMPLOYMENT OR OTHER OPPORTUNITY.

(b) MAASIVE MAKES NO REPRESENTATIONS OR GUARANTEES REGARDING THE EFFECTIVENESS OR TIMELINESS OF THE SERVICES IN MEETING YOUR EMPLOYMENT OBJECTIVES. MAASIVE DOES NOT GUARANTEE THAT THE SERVICES WILL RESULT IN CANDIDATES BEING HIRED, POSITIONS BEING FILLED OR CANDIDATES BEING RETAINED, AND IS NOT RESPONSIBLE OR LIABLE FOR ANY BUSINESS, EMPLOYMENT, HIRING AND/OR SALARY DECISIONS, FOR WHATEVER REASON MADE, MADE BY YOU.

(c) ANY AGREEMENTS CREATED BETWEEN AN EMPLOYER AND A CANDIDATE ARE NOT BINDING ON MAASIVE. A CANDIDATE AND AN EMPLOYER ARE RESPONSIBLE FOR AGREEING TO THE TERMS OF ANY AGREEMENT BETWEEN SUCH EMPLOYER AND CANDIDATE, INCLUDING WITH RESPECT TO COMPENSATION PAID BY EMPLOYER TO CANDIDATE, AND MAASIVE WILL NOT BE A PART OF ANY SUCH DISCUSSIONS OR NEGOTIATIONS WITH RESPECT TO SUCH AGREEMENT. WE ARE NOT LIABLE FOR, OR OBLIGATED TO ENFORCE, ANY AGREEMENTS BETWEEN AN EMPLOYER AND A CANDIDATE. YOU WILL NOT CONSIDER MAASIVE, NOR WILL MAASIVE BE CONSTRUED AS, A PARTY TO SUCH TRANSACTIONS, WHETHER OR NOT MAASIVE RECEIVES SOME FORM OF REMUNERATION IN CONNECTION WITH THE TRANSACTION, AND MAASIVE WILL NOT BE LIABLE FOR ANY COSTS OR DAMAGES ARISING OUT OF OR RELATED TO SUCH TRANSACTION. NO CONTRACTUAL OBLIGATIONS ARE CREATED WITH US WITH RESPECT TO SUCH TRANSACTIONS OR AGREEMENTS.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM MAASIVE OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.



(e) MAASIVE MAKES NO GUARANTY OF CONFIDENTIALITY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED USING THE PLATFORM.

(f) ANY CONTENT ACCESSED THROUGH THE SERVICES, IS AT YOUR OWN RISK AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

**8.2 No Liability for Conduct of Third Parties.** YOU ACKNOWLEDGE AND AGREE THAT MAASIVE PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD MAASIVE PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING EMPLOYER OR ANY OPERATORS OF EXTERNAL SITES AND OTHER USERS OF THE SERVICES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. NEITHER THIS AGREEMENT NOR THE MAASIVE PRIVACY POLICY EXTENDS TO THE EMPLOYER THAT WILL HAVE ACCESS TO YOUR INFORMATION AND OTHER CONTENT YOU PROVIDE IN CONNECTION WITH YOUR USE OF THE PLATFORM. MAASIVE IS NOT RESPONSIBLE FOR WHAT THE EMPLOYER MAY DO OR NOT DO WITH YOUR INFORMATION THAT YOU PROVIDE.

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

**8.4 No Liability for Employment Issues.** YOU ACKNOWLEDGE AND AGREE THAT MAASIVE PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD MAASIVE LIABLE, FOR CONTRACTS, CONTRACTUAL OBLIGATIONS, OR OTHER OBLIGATIONS THAT MAY ARISE FROM AN EMPLOYMENT, CONTRACTOR, OR OTHER RELATIONSHIP BETWEEN EMPLOYER AND ANY CANDIDATE. YOU ACKNOWLEDGE AND AGREE THAT THERE IS NO EMPLOYMENT RELATIONSHIP BETWEEN YOU AND MAASIVE AND THAT MAASIVE IS NOT A PARTY TO ANY AGREEMENTS BETWEEN YOU AND AN EMPLOYER.

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

## **9. LIMITATION OF LIABILITY.**

**9.1 Disclaimer of Certain Damages.** YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL MAASIVE PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT MAASIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICES, ON ANY THEORY OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY OF AN MAASIVE PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY AN MAASIVE PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY AN MAASIVE PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

**9.2 Cap on Liability.** TO THE FULLEST EXTENT PROVIDED BY LAW, MAASIVE PARTIES WILL NOT BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (a) \$100; OR (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 AN MAASIVE PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY



AN MAASIVE PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY AN MAASIVE PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

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

9.4 **Exclusion of Damages.** CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

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

10. **INVESTIGATIONS.** Maasive may, but is not obligated to, monitor or review the Services and Content at any time. Without limiting the foregoing, Maasive 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 these Terms of Use or any applicable law. Although Maasive does not generally monitor user activity occurring in connection with the Services or Content, if Maasive becomes aware of any possible violations by you of any provision of the Terms of Use, Maasive reserves the right to investigate such violations, and Maasive may, at its sole discretion, immediately take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services, terminate your license to use the Services, and/or or change, alter or remove Your Content, in whole or in part, without prior notice to you.

## 11. TERM AND TERMINATION.

11.1 **Term.** The Agreement commences on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use the Services, unless terminated earlier in accordance with the Agreement.

11.2 **Prior Use.** Notwithstanding the foregoing, you hereby acknowledge and agree that the Agreement commenced on the earlier to occur of (a) the date you first used the Services or (b) the date you accepted the Agreement, and will remain in full force and effect while you use any Services, unless earlier terminated in accordance with the Agreement.

11.3 **Termination of Services by Maasive.** If you have materially breached any provision of the Agreement or if Maasive is required to do so by law (e.g., where the provision of the Services is, or becomes, unlawful), Maasive 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 Maasive's sole discretion and that Maasive shall not be liable to you or any third party for any termination of your access to the Services or your rights under these Terms.

11.4 **Termination of Services by You.** You may terminate this Agreement at any time by ceasing your use of the Services.

11.5 **Effect of Termination.** Termination of any Service includes removal of access to such Service and barring of further use of the Service. 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. Maasive will not have any liability whatsoever to you for any suspension or termination. All provisions of the Agreement which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

**11.6 No Subsequent Access or Use.** If this Agreement is terminated by Maasive due to your violation of any portion of the Agreement or for conduct otherwise inappropriate, then you agree that you shall not attempt to access or use the Services again. In the event that you violate the immediately preceding sentence, Maasive 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.

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

**13. DISPUTE RESOLUTION.** Please read the following arbitration agreement in this section (“Arbitration Agreement”) carefully. It requires U.S. users to arbitrate disputes with Maasive and limits the manner in which you can seek relief from us.

**13.1 Applicability of Arbitration Agreement.** You agree that any dispute, claim, or request for relief relating in any way to your access or use of the Services, to any products sold or distributed through the Services, or to any aspect of your relationship with Maasive, will be resolved by binding arbitration, rather than in court, except that (a) you may assert claims or seek relief in small claims court if your claims qualify, and (b) you or Maasive may seek equitable relief in court for infringement or other misuse of intellectual property rights. **This Arbitration Agreement shall apply, without limitation, to all disputes or claims and requests for relief that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.**

**13.2 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 dispute or claim or request for relief to our registered agent Legalinc Corporate Services, Inc., 651 N. Broad Street, Suite 206, Middletown, DE 19709. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims, counterclaims, or request for relief 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 disputes 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, Maasive will pay them for you. In addition, Maasive will reimburse all such JAMS’s filing, administrative, hearing



and/or other fees for disputes, claims, or requests for relief totaling less than \$10,000 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.

**13.3 Authority of Arbitrator.** The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any assertion 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 Maasive. 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.

**13.4 Waiver of Jury Trial.** YOU AND MAASIVE 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 Maasive are instead electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 14.1 (Applicability of Arbitration Agreement) 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.

**13.5 Waiver of Class or Other Non-Individualized Relief.** ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE 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 a decision is issued stating that applicable law precludes enforcement of any of this section's limitations as to a given dispute, claim, or request for relief, then such aspect must be severed from the arbitration and brought into the State or Federal Courts located in the State of California. All other disputes, claims, or requests for relief shall be arbitrated.

**13.6 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: [hi@joinmaasive.com](mailto:hi@joinmaasive.com), within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address and your email address (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.



**13.7 Severability.** Except as provided in Section 14.5 (Waiver of Class or Other Non-Individualized Relief), 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.

**13.8 Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Maasive.

**13.9 Modification.** Notwithstanding any provision in this Agreement to the contrary, we agree that if Maasive makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing Maasive at the following address: hi@joinmaasive.com.

**14. THIRD-PARTY CONTENT.** The Services include content provided by third parties, including the Employer, and may also contain links to third-party sites ("**Third-Party Content**"). When you click on a link to a Third-Party Content, we will not warn you that you have left the Services and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Content is not under the control of Maasive. Maasive is not responsible for any Third-Party Content. Maasive provides the Third-Party Content only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Content, or any product or service provided in connection therewith. You use all links in Third-Party Content at your own risk. When you leave our Website or the Platform, the Agreement and our policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Content provider, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

**15. GENERAL PROVISIONS.**

**15.1 ANY DISPUTE, CLAIM OR REQUEST FOR RELIEF RELATING IN ANY WAY TO YOUR USE OF THE SERVICES WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF NEW YORK, 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.**

**15.2 Exclusive Venue.** To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Maasive 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 the State of New York.

**15.3 Electronic Communications.** The communications between you and Maasive may take place via electronic means, whether you visit the Services or send Maasive e-mails, or whether Maasive posts notices on the Services or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from Maasive in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Maasive 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, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. (“E-Sign”).

15.4 **Assignment.** The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Maasive’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

15.5 **Force Majeure.** Maasive 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, pandemics, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

15.6 **Questions, Complaints, Claims.** If you have any questions, complaints or claims with respect to the Services, please contact us at: hi@joinmaasive.com. 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.

15.7 **Choice of Language.** It is the express wish of the parties that the Agreement and all related documents have been drawn up in English.

15.8 **Notice.** Where Maasive requires that you provide an e-mail address, you are responsible for providing Maasive with your most current e-mail address. In the event that the last e-mail address you provided to Maasive is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, Maasive’s dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Maasive at the following address: hi@joinmaasive.com. Such notice shall be deemed given when received by Maasive by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

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

15.10 **Severability.** If any portion of the 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.

15.11 **Export Control.** You may not use, export, import, or transfer any Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Services, and any other applicable laws. In particular, but without limitation, the Services 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 the Services, 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 the Services 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 Maasive 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 Maasive products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

15.12 **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 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

15.13 **Entire Agreement.** The Agreement is 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.