

BLUECREW, INC. SERVICES AGREEMENT
Last Updated: 04/25/2017

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING AND USING THE SERVICES MADE AVAILABLE VIA THE WEBSITE LOCATED AT <https://www.bluecrewjobs.com> (“SITE”) (THE SITE AND THOSE SERVICES ARE COLLECTIVELY REFERRED TO AS THE “SERVICES”).

THESE TERMS AND CONDITIONS OF THIS BLUECREW, INC. SERVICES AGREEMENT (“AGREEMENT”) GOVERN USE OF THE SERVICES BY YOU AS A BLUECREW CUSTOMER (“CUSTOMER”), UNLESS CUSTOMER AND BLUECREW INC. (“BLUECREW”) HAVE EXECUTED A SEPARATE AGREEMENT GOVERNING USE OF THE SERVICES.

BlueCrew is willing to provide the Services to Customer only upon the condition that Customer accepts all the terms contained in this Agreement. By clicking on the checkbox marked “I Accept” on the registration page or by accessing or using the Services, you agree to the terms of this Agreement and accept all of its terms. If you are entering into this Agreement on behalf of a company, as a Customer, you represent that you have the authority to accept the terms of this Agreement on behalf of the company and to bind the company to the terms of this Agreement. In that case, “you” and “your” will refer to the company. If you do not accept all the terms of this Agreement, then you must not accept this Agreement and you may not use the Services.

1. REGISTRATION AND YOUR INFORMATION.

Customer will create an account by following the instructions presented via the Services. Customer agrees to keep all Customer account information accurate, complete and up-to-date. Customer agrees that Customer will not disclose its account password to anyone and Customer will notify BlueCrew immediately of any unauthorized use of Customer’s account. Customer is responsible for all activities that occur under its account, whether or not Customer knows about them.

2. SERVICES.

1. Services. Subject to Customer’s compliance with the terms and conditions of this Agreement, BlueCrew will provide Customer with access to an online platform, through which Customer will be able to post specific shifts and jobs (“Shifts”). For each Shift Customer posts, Customer must specify (i) the skill set required to carry out the Shift and provide instructions sufficient for an individual with the requisite skill set to complete the Shift; (ii) location and facilities where the Shift will be performed; and (iii) any other required or applicable information. BlueCrew may provide Customer with a customized page within the Services containing a list of specific set Shifts and corresponding shift Fees (as defined below) for that specific Customer, which Customer has provided to BlueCrew. BlueCrew may remove any posted Shift at its sole discretion. BlueCrew will select certain individual employee(s) (“Service Provider(s)”) who could perform those Shifts and communicate with Customer via the Services suggesting the Service Provider(s) for particular Shifts, together with a profile for the Service Provider(s). Customer may select or reject the suggested Service Provider(s) within the period specified by BlueCrew, otherwise the suggested Service Provider(s) may no longer be available. Cancellation policies may apply if specified on the Site.

2. Rejecting the Shifts. Although BlueCrew uses reasonable efforts to make qualified Service Providers available, BlueCrew does not guarantee that Service Providers will have the skills required by Customer for particular Shifts. If after selecting a Service Provider, Customer believes that the Service Provider will not be able to perform a Shift, Customer may within 2 hours of Customer's selection of the Service Provider reject the Service Provider, via the functionality of the Services. No payment will be due to BlueCrew if Customer rejects the Service Provider and/or cancels the Shift with the applicable period of time. If the Customer has a change in demand, Shift cancellations or reschedules within 12 hours of the start time will result in a 4 hour charge for each Service Provider assigned to the shift.

3. Relationship with Service Provider(s). The Service Providers are employees of BlueCrew. BlueCrew uses third party service providers ("Third Party Providers") to provide employer related services to BlueCrew for its management of the Service Providers, including, but not limited to, payroll and tax related services. Notwithstanding the foregoing, Customer will determine, in its sole discretion, the manner and means by which a Shift is performed by Services Provider(s), and will direct and control any production of goods and products or performance of services, as contemplated in Section 2.4, provided that Service Provider(s)' activities will comply with the description of the Shift submitted through the Services. Neither BlueCrew nor the Service Providers are responsible for provision of any material or equipment for the performance of a Shift.

4. Customer's Obligations.

2.4.1 Accurate Information. Customer will provide through the Services an accurate and complete job description of each job.

2.4.2 Shifts. Customer will direct Service Provider(s)' activities for performance of each Shift. Customer will not (a) direct, request or permit Service Provider(s) to perform any work other than the scope of activities described in the job description or to work unreported hours or more hours than the number described in the Shift or at a site different from the facilities described in the Shift; (b) Client will abide by all state wage and hours laws including but not limited to compliant lunch time and breaks; (c) request or require Service Provider(s) to engage in any unlawful or illegal activity; and (d) directly contact Service Provider(s) without BlueCrew's prior written consent or a job post through the website.

2.4.3 Safe Workplace and Working Conditions. Customer will make available a clean and safe environment for performance of a Shift. Customer will provide Service Provider(s) with (a) any and all required facilities and equipment to perform the Shift, including any personal protective equipment and safety equipment, if applicable; and (b) training if needed under applicable law. Customer will not request Service Provider to provide her/his own work equipment or to perform a Shift for which Service Provider has no training or experience. In any case of accidents or injuries to Service Provider(s), Customer will report to BlueCrew as soon as they happen.

2.4.4 Compliance with Law. Customer will comply with all applicable laws, including but not limited to, the Occupational Safety and Health Act and other regulations and directives issued by OSHA, laws relating to equal employment opportunity and nondiscrimination in employment and securing any necessary licenses or permits for performance of a Shift.

2.4.5 Insurance. Customer has or will obtain, hold and maintain in force, during the term of this Agreement, a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements) for the operation of Customer's business to cover any claims of personal injury or death or tangible or intangible property damage (including loss of use).

2.4.6 Security. Customer will prevent and safeguard valuable property, including but not limited to cash, negotiable instruments, intellectual property and trade secrets, and will take all steps necessary to prevent or safeguard such proprieties against misappropriation or theft by any Service Provider(s).

2.4.7 Costs and Expenses. Customer will be exclusively responsible for all costs and expenses incurred relating to the execution of Shifts by Service Provider(s) and for all its obligations as set forth in this Section 2.

2.4.8 Customer's Violation of Obligations. If Customer requests a Service Provider(s) to perform a Shift in violation of any of the obligations set forth in this Section 2.4, Customer will be solely responsible in case of any injury, liabilities, damages, losses (including without limitation, damages for bodily injury, wrongful death, emotional distress or other harm) whether caused to Customer, Service Provider(s) or third parties, which arise or result from the performance of such Shift.

5. Inspection. BlueCrew has the right, but not the duty, to itself or through a company that BlueCrew shall designate (such as, Third Party Provider), inspect Customer's facilities and workplace where Service Providers perform Shifts, as well as any documentation in connection to the performance of Shifts. BlueCrew may make recommendations pertaining to job safety and Customer will consider such recommendations in good faith.

6. Non-Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, Customer will not directly or indirectly solicit the services of any Service Provider(s) for Customer's own benefit or for the benefit of any other person or entity.

1. Fees. Customer agrees to pay fees for each Shift performed by Service Providers calculated as follows: for each individual Service Provider, the number of hours worked multiplied by the fee/hour communicated by BlueCrew to Customer (the "**Shift Fee**") and any other taxes that may accrue in relation to Customer's use of the Services, if any. All fees and payments are non-refundable and non-transferable except as expressly provided in this Agreement.

2. Method of Payment. Customer will pay BlueCrew on a net 14 basis for the Shift Fees accumulated during the preceding week. Every Tuesday, BlueCrew will provide Customer with a report containing the description of the Shifts performed during the preceding week, and the Shift Fees accumulated and due by Customer ("**Report**"). Customer will have till the following Tuesday after the receipt of each Report to dispute any amount, otherwise the Shift Fees presented on the Report will be considered undisputable. Payment of the Shift Fees will be due within 14 days of Customer's receipt of the Report. All payments from Customer will be processed via credit card or wire, unless other payment method is available on the Services (together, "**Payment Method**"). Customer authorizes BlueCrew or its third party payment processor to charge Customer's Payment Method for Shift Fees accordingly to

this Section 3. In the event of dispute, BlueCrew will charge the Payment Method for undisputed part of the Shift Fees and BlueCrew will review the disputed Shift Fees in a reasonable time.

3. COMMENTS AND FEEDBACK.

4.1 Comments. Upon the completion of each Shift, Customer will have the option to leave feedback and make comments about the experience with the Service Providers with whom Customer has interacted (“**Comments**”). Similarly, Service Provider(s) will be able to rate Customer’s workplace and work conditions after the Shift is performed (“**Rating**”), and Customer agrees that such Rating will be visible on the Services by other Service Provider(s). BlueCrew advises Customer to exercise caution and good judgment when leaving such Comments. Once Customer submits its Comments, Customer will not be able to go back and edit them. Customer should also be aware that Customer can be held legally responsible for damage to someone’s reputation if its Comments are deemed to be defamatory. BlueCrew does not monitor or censor Comments or Rating that are provided on the Services and disclaims any and all liability relating thereto. BlueCrew does reserve the right, however, in its sole discretion, to remove any Comments or Rating that BlueCrew deems to be inconsistent with the online activities that are permitted under this Agreement.

4.2 Feedback. BlueCrew welcomes feedback, comments and suggestions for improvements to the Services (“**Feedback**”). Customer can submit Feedback by emailing BlueCrew at feedback@bluecrewjobs.com. Customer hereby grants to BlueCrew a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property rights that Customer owns or controls to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

4. PRIVACY POLICY.

Customer should refer to BlueCrew Privacy Policy (<https://www.bluecrewjobs.com/privacy>) for information on how BlueCrew collects, uses and discloses information from users.

5. CONTENT AND CONTENT RIGHTS.

1. Definition. For purposes of this Agreement: (i) “**Content**” means text, graphics, images, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services; and (ii) “**Customer Content**” means any Content that Customer provides to be made available through the Services. Content includes without limitation Customer Content.

2. Content Rights.

2.1. BlueCrew does not claim any ownership rights in any Customer Content and nothing in this Agreement will be deemed to restrict any rights that Customer may have to use and exploit Customer Content. Subject to the foregoing, BlueCrew and its licensors exclusively own all right, title and interest in and to the Services and Content (other than Customer Content), including all associated intellectual property rights. Customer acknowledges that the Services and Content are protected by copyright, trademark, and other laws of the United States and foreign countries. Customer agrees not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Content.

2.2. By making any Customer Content available through the Services, Customer hereby grants to BlueCrew a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify (for formatting purposes only), distribute, publicly display, publicly perform and distribute Customer Content in connection with operating and providing the Services and Content to Customer.

2.3. Customer is solely responsible for all its Customer Content. Customer represents and warrants that Customer owns all Customer Content or Customer has all rights that are necessary to grant BlueCrew the license rights in Customer Content under this Agreement. Customer also represents and warrants that neither Customer Content, nor Customer's use and provision of Customer Content to be made available through the Services, nor any use of Customer Content by BlueCrew on or through the Services will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

2.4. Upon termination or expiration of this Agreement, Customer Content, such as posts or Comments, may not all be removed and copies of Customer Content may continue to exist on the Services. BlueCrew is not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of Customer Content.

6. GENERAL PROHIBITIONS.

Customer agrees not to do any of the following:

- Post, upload, publish, submit or transmit any Customer Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances.
- Use, display, mirror or frame the Services or any individual element within the Services, BlueCrew's name, any BlueCrew trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without BlueCrew's express written consent;
- Access, tamper with, or use non-public areas of the Services, BlueCrew's computer systems, or the technical delivery systems of BlueCrew's providers;
- Attempt to probe, scan or test the vulnerability of any BlueCrew system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by BlueCrew or any of BlueCrew's providers or any other third party (including another user) to protect the Services or Content;
- Attempt to access or search the Services or Content or download Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by BlueCrew or other generally available third-party web browsers;
- Use any meta tags or other hidden text or metadata utilizing a BlueCrew trademark, logo URL or product name without BlueCrew's express written consent;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;

- Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- Impersonate or misrepresent an affiliation with any person or entity;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

7. BLUECREW'S ENFORCEMENT RIGHTS

Although BlueCrew is not obligated to monitor access to or use of the Services or Content or to review or edit any Content, BlueCrew has the right to do so for the purpose of operating the Services, to ensure compliance with this Agreement, and to comply with applicable law or other legal requirements. BlueCrew reserves the right, but is not obligated, to remove or disable access to any Content, including Customer Content, at any time and without notice, including, but not limited to, if BlueCrew, at our sole discretion, considers any Content to be objectionable or in violation of this Agreement. BlueCrew has the right to investigate violations of this Agreement or conduct that affects the Services. BlueCrew may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

8. COPYRIGHT POLICY.

BlueCrew respects copyright law and expects Customer to do the same. It is BlueCrew's policy to terminate in appropriate circumstances accounts holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders. Please see BlueCrew's Copyright Policy at <https://www.bluecrewjobs.com/copyright>, for further information.

9. LINKS TO THIRD PARTY WEBSITES OR RESOURCES.

The Services may contain links to third-party websites or resources. BlueCrew provides these links only as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such websites. Customer acknowledges sole responsibility for and assumes all risk arising from, use of any third-party websites or resources.

10. TERMINATION.

11.1 Term. This Agreement commences on the date on which this Agreement was accepted and, unless terminated earlier in accordance with its terms, will continue until all active Shifts have been fulfilled. A Shift is active, if Customer has selected Service Provider(s), the Service Provider(s) have been confirmed via the Services, and the applicable Shift has not yet been completed.

11.2 Termination. BlueCrew has the right to suspend Customer's use of the Services, as well as the performance of any Shifts in progress, if Customer is in breach of any of its obligations under this Agreement, including, but not limited to, not paying Shift Fees in a timely manner. Either party may terminate this Agreement at any time, upon written notice to the other party, which notice may be provided by email (notice to BlueCrew will be sent at support@bluecrewjobs.com).

11.3 Effect of Termination. Upon termination of this Agreement (i) Customer's right to access and use the Services will immediately terminate; (ii) all active Shifts will be fulfilled (except for Shifts suspended due to nonpayment by Customer) and Customer will pay BlueCrew in full for all such Shifts; and (iii) for other Shifts which are not completed at the time of termination, Customer will pay all prorated Shifts Fees accruing prior to the date of such termination for the portion of the Shifts performed. In addition, upon termination of this Agreement, BlueCrew will have no obligation to maintain any Customer Content or

provide Customer with any Customer Content and may delete all Customer Content stored in the Services or otherwise in BlueCrew's possession or under BlueCrew's control.

11.4 Survival. Sections 2.4.4, 2.4.5, 2.4.7, 2.5, 3, 4, 6.2, 8, 10, 11.3, 11.4, 12, 13, 14 and 15 will survive any termination or expiration of this Agreement.

11. WARRANTY DISCLAIMERS.

THE SERVICES, SHIFTS AND CONTENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, BLUECREW EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. BlueCrew makes no warranty that the Services will meet Customer's requirements or that the Services will be available on an uninterrupted, secure, or error-free basis. Customer accepts all risk that Service Provider(s) may prove incompetent, untrustworthy or dishonest.

12. INDEMNITY

Customer will indemnify, defend and hold harmless BlueCrew and its officers, directors, employees and agents, and Third Party Providers, from and against any claims, disputes, demands, liabilities, damages (including without limitation, damages for bodily injury, wrongful death, emotional distress or other harm whether to Customer, Service Provider(s) or third parties), losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) Customer's access to or use of the Services, (ii) Customer Content, and (iii) Customer's breach of any or its obligations under this Agreement.

13. LIMITATION OF LIABILITY.

14.1 NEITHER BLUECREW NOR SERVICE PROVIDERS NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT BLUECREW HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER.

14.2 IN NO EVENT WILL BLUECREW'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, EXCEED THE Shift FEES THAT HAS PAID OR ARE PAYABLE TO BLUECREW IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, IF ANY.

14.3 THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN BLUECREW AND CUSTOMER.

14. GENERAL TERMS

1. Relationship Between the Parties. Nothing in this Agreement will be construed to create a partnership, joint venture or agency relationship between the parties. Neither party will have the power to bind the other or to incur obligations on the other's behalf without such other party's prior written consent.

2. Governing Law. This Agreement and all matters arising out of, or relating to, this Agreement will be governed by the laws of the State of California, without regard to its conflict of laws provisions. Any legal action or proceeding relating to this Agreement will be brought exclusively in the state or federal courts located in San Francisco County, California.
3. Entire Agreement. This Agreement constitutes the entire and exclusive understanding and agreement between BlueCrew and Customer regarding the Services, and this Agreement supersedes and replaces any and all prior oral or written understandings or agreements between BlueCrew and Customer regarding the Services.
4. Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.
5. Assignment. Customer may not assign or transfer this Agreement, by operation of law or otherwise, without BlueCrew's prior written consent. Any attempt by Customer to assign or transfer this Agreement, without such consent, will be null. BlueCrew may freely assign or transfer this Agreement without restriction. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.
6. Notices. Any notices or other communications provided by BlueCrew under this Agreement, including those regarding modifications to this Agreement, will be given: (i) via email; or (ii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.
7. Waiver. A party's failure to enforce any right or provision of this Agreement will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of the parties. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.
8. Force Majeure. Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of events beyond the reasonable control of such party, which may include without limitation denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages (each a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the non-performing party will promptly notify the other party and will be excused from any further performance of its obligations effected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.
9. Changes to the Agreement or to the Services. BlueCrew may modify this Agreement at any time, in its sole discretion, although modifications will not impact active Shifts at the time of the modifications. If BlueCrew does so, BlueCrew will let Customer know either by posting the modified terms of the Agreement on the Site or through other communications. It's important that Customer reviews the terms of the Agreement whenever BlueCrew modifies them because if Customer continues to use

the Services after BlueCrew has posted modified terms on the Site, Customer is indicating to BlueCrew that Customer agrees to be bound by the modified terms of the Agreement. If Customer doesn't agree to be bound by the modified terms of the Agreement, then Customer may not use the Services anymore and may terminate this Agreement through the functionality available on the Services.

10. Contact Information. If Customer has any questions regarding this Agreement, Customer may contact BlueCrew at:

BlueCrew, Inc.
645 7th Street, San Francisco, CA 94103
E-mail: support@bluecrewjobs.com

IF CUSTOMER AGREES TO THE FOREGOING TERMS AND CONDITIONS AND DESIRES TO ACCESS AND USE THE SERVICES, PLEASE SIGN ON THE DEDICATED SPACE.

Signature: _____

Signature: _____

Name (PRINT): _____

Name (PRINT): _____

Title: _____

Title: _____

Company: _____

Company: BlueCrew, Inc.