

**Terms of Service**  
**Last Updated: 11/03/2016**

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF THESE TERMS OF SERVICE (“TERMS”) CAREFULLY BECAUSE THESE TERMS WILL GOVERN (I) YOUR APPLICATION FOR TEMPORARY WORK WITH BLUECREW INC. (“BLUECREW,” “US” OR “WE”), AND (II) SUBJECT TO YOUR APPROVAL BY BLUECREW, YOUR ROLE AS A TEMPORARY EMPLOYEE (“SERVICE PROVIDER”); THESE TERMS, TOGETHER WITH THE CO-EMPLOYMENT ACKNOWLEDGMENT REFERRED TO IN SECTION 3.1 BELOW, WILL GOVERN YOUR TEMPORARY EMPLOYMENT WITH BLUECREW, UNLESS YOU AND BLUECREW HAVE EXECUTED A SEPARATE AGREEMENT GOVERNING YOUR TEMPORARY EMPLOYMENT.**

BlueCrew is willing to provide you an opportunity of temporary employment with BlueCrew to work on assignments and services for BlueCrew’s customers upon the condition that you accept and agree to comply with these Terms in their entirety. By clicking on the checkbox marked “I Accept” on the registration page or by creating an account, you agree to these Terms and accept all of their terms and conditions. If you do not accept or agree with all the terms and conditions of these Terms, then you must not accept these Terms and you may not apply for any temporary position.

**1. Changes to Terms**

Except for the provisions in Sections 3.2 and 14, we may modify the Terms at any time, in our sole discretion. If we do so, we’ll let you know either by posting the modified Terms on our website (the “Site”), mobile application (the “App”) or through other communications. It’s important that you review the Terms whenever we modify them because if you don’t terminate these Terms after we have posted modified Terms on the Site or App, you are indicating to us that you agree to be bound by the modified Terms. If you don’t agree to be bound by the modified Terms, then you may terminate these Terms by sending us an email at [hr@bluecrewjobs.com](mailto:hr@bluecrewjobs.com), which will constitute your resignation from employment with BlueCrew and the Co-Employer.

**PART I - IF YOU SUBMIT AN APPLICATION, THE FOLLOWING PROVISIONS WILL APPLY TO YOU**

**2. Application and Hiring Process**

**2.1 Your Application.** In order to apply for a temporary position as a Service Provider at BlueCrew, you must create an account (“Account”) through the Site or App (if available). You’ll provide us with personally identifiable information (“PII”), such as your name, email address and telephone number, and any required additional information. It’s important that you provide us with accurate, complete and up-to-date information for your Account and you agree to update such information, as needed, to keep it accurate, complete and up-to-date. You agree that you won’t disclose your Account password to anyone and you’ll notify us immediately of any unauthorized use of your Account. You’re responsible for all activities that occur under your Account, whether or not you know about them.

**2.2 Hiring Process.** Once you have successfully created an Account, our hiring team or any third party service provider that we engage to coordinate the hiring process (together, “Recruiting Team”) will review your application and may contact you by email or telephone. During the hiring process, the Recruiting Team may schedule an interview with you and you may be required to participate in pre-employment testing or assessments, such as computer testing to check your typing skills. During the hiring process, the Recruiting Team may ask you to provide us with additional information.

2.3 Offer. If you successfully complete the hiring process requirements, we may contact you to offer you a position as a Service Provider, subject to you successfully passing a background check, drug test and physical test, as described in Section 2.4, if required by BlueCrew.

2.4 Background Check. BlueCrew reserves the right to require you to submit to and pass a background check (including criminal background check), drug test and/or physical test as a condition of your employment or continued employment. Should BlueCrew decide to perform background checks, you agree to provide any required or applicable signed consents to enable BlueCrew or its third party service providers to conduct such background checks. This additional information may include your Social Security Number.

2.5 Approval. Once you successfully pass a background check as described in Section 2.4, you will be bound by the terms and conditions of these Terms. If you do not agree with these Terms, you will not be eligible for an offer or a position as a Service Provider.

## **PART II - AFTER YOU RECEIVE AND ACCEPT AN OFFER, THE FOLLOWING PROVISIONS WILL APPLY TO YOU AS A SERVICE PROVIDER OF BLUECREW**

### **3. Registration and Employment Conditions**

3.1 Registration with Co-Employer. In order to accept an offer of temporary employment, you must have already signed the VenSure Employer Services Acknowledgment and Notice to Employee (Labor Code section 2810.5) (the “**Co-Employment Agreement**”). VenSure is your co-employer (“**Co-Employer**”) for the purposes of your employment with BlueCrew. Co-Employer will furnish administrative and related services, including, without limitation, workers’ compensation insurance benefits. Co-Employer will also, process your year-end W-2 and provide benefits that may be mandated by law. Any questions regarding these functions should first be directed to the Co-Employer.

3.2 At Will Employment. Should you decide to accept this offer, you will be an at-will employee of BlueCrew, which means the employment relationship can be terminated by either of us for any reason, at any time, with or without prior notice and with or without cause. If you wish to terminate the employment relationship, you must notify BlueCrew by email at hr@bluecrewjobs.com. Any modification or change in your at will employment status may only occur by way of a written employment agreement signed by you and the Chief Executive Officer of BlueCrew.

3.3 Substance Abuse Policy. Any employee on duty or on the property of BlueCrew or its customers who possesses, sells, receives, or is determined to have measurable levels of any illegal drug, or sufficient alcohol to impair performance in their blood or urine, will be subject to immediate discharge, and in appropriate situations, referred to law enforcement authorities. See your Employee Handbook regarding procedures applicable to prescription medications. Periodically, unannounced inspections will be made of persons entering or leaving BlueCrew work-sites by authorized BlueCrew company representatives. Entry onto company property is deemed to be consent to an inspection of a person, locker, vehicle, or any other personal effects. BlueCrew also reserves the right to require employee testing for illegal or controlled drugs or alcohol, based on reasonable suspicion and, as an employee, you specifically agree to submit to post-accident drug testing in any situation where it is allowed by law.

3.4 Reporting Discrimination and Harassment. BlueCrew does not tolerate unlawful harassment or discrimination against any employee. If at any time you are subjected to or witnesses unlawful harassment or discrimination, including but not limited to harassment or discrimination based on race, sex, gender, gender identity, gender expression, sexual orientation, pregnancy, age, religion, citizenship, color, veteran status, military status, military or veteran status, prohibited retaliation, national origin, ancestry, mental or physical disability, medical condition, genetic information, marital status, or any other characteristic protected by applicable

law, please immediately contact BlueCrew's Human Resources department by phone (415)-741-5761

### 3.5 Tax Matters.

(a) Withholding. All forms of compensation referred to in this letter agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law.

(b) Tax Advice. You are encouraged to obtain your own tax advice regarding your compensation from the Company. You agree that BlueCrew does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make any claim against BlueCrew or its affiliates related to tax liabilities arising from your compensation.

3.6 Deductions. By signing these Terms, you authorize deductions when applicable to be made out of your paycheck for health insurance, errors in payroll (when allowed by law), garnishments, and any other work-related deductions.

3.7 Authorization to Work. Please note that because of employer regulations adopted in the U.S. Immigration Reform and Control Act of 1986, within three (3) business days of your acceptance of these Terms you will need to present documentation demonstrating that you have authorization to work in the United States. If you have questions about this requirement, which applies to U.S. citizens and non-U.S. citizens alike, you may contact BlueCrew at [gino@bluecrewjobs.com](mailto:gino@bluecrewjobs.com).

3.8 Rate of Pay. Your rate of pay will be variable and will depend on the nature and requirements of the particular Assignment (as defined below) on which you are working; but will be no less than as required by the applicable minimum wage where you work. Certain Assignments may necessitate overtime, and if you work overtime, you will be compensated in compliance with applicable state and federal wage laws. Co-Employer will pay you weekly for the Assignments performed during the applicable pay period. All payments are made in US dollars.

3.9 Expenses. You must obtain prior written approval from Nick Jones ([nick@bluecrewjobs.com](mailto:nick@bluecrewjobs.com)), before incurring any work-related expenses (for example, tools or other equipment). Any authorized expenses that you incur will be reimbursed by BlueCrew in accordance with applicable law.

3.10 Your Account. BlueCrew may request you to provide additional information for your Account, such as profile photograph, description of your skills set and a short biography which may include your educational background (if applicable) and professional experience. Should you decide to accept this offer, BlueCrew or Co-Employer may request more information such as your bank account details, your Social Security Number, tax information, and background check information.

## 4. **Services**

4.1 BlueCrew's Services. BlueCrew will provide an online platform via the Site and/or App, through which third parties ("Customers") will be able to post specific assignments and services ("Assignment") and BlueCrew will select certain individual Service Provider(s) to perform those Assignments for its Customer. The Site, App and services provided by BlueCrew are collectively referred to as the "Services".

4.2 Assignments. During the Term (as defined below), we may contact you regarding opportunities to work on various Assignments. The Assignments may vary with respect to the type of Assignments to be performed, duration, location, working conditions, and rate of pay. We do not make any guarantee regarding a definite duration of a temporary employment assignment or the number or types of Assignments on which you may have the opportunity to work.

4.3 Assignments Request. BlueCrew will forward various Assignments to you, during the Term, by email, text message, push notification or telephone call. You must immediately respond to an Assignment request indicating whether or not you will accept it. You have the right to accept or reject any Assignment request at your discretion. Following acceptance of a Assignment request, we'll communicate with Customer and if Customer selects you for the Assignment, we will send you a confirmation with additional information about the Assignment, such as the Customer's Workplace (as defined below). You agree to perform the Assignment in accordance with the Assignment specifications. Failure to do so will constitute a material breach of these Terms. You must not accept Assignments if you do not have the required skills to perform such Assignments.

4.4 Your obligations.

- (i) You will show up at the address where the Assignment will be performed (“**Customer’s Workplace**”) on the date and at the time scheduled and provided in advance to you. Time is of the essence with respect to the performance of the Assignment. However, we understand there may be circumstances beyond your control that may delay your arrival at the Customer Workplace (such as, weather, traffic and parking). In any event of delay, you should inform BlueCrew and Customer that you will be late through the app or email. If you are driving, you must pull over and stop in a location where you can provide such notification safely.
- (ii) When you arrive at the Customer’s Workplace, you will introduce yourself to the manager as a BlueCrew Service Provider and will ask her/him how the Assignment should be performed. You must use the equipment provided by Customer and you must attend any training session. If you don’t feel comfortable and secure in performing the Assignment, you may reject the execution of the Assignment and immediately communicate it to BlueCrew.
- (iii) You will not accept any Customer’s request to (a) perform any work other than the Assignment description or to work unreported hours or to work at a site different from the facilities described in the Assignment; or to (b) engage in any unlawful or illegal activity.
- (iv) You must report your hours worked on all Assignments to BlueCrew, as instructed by BlueCrew, each day of the Assignment. When you arrive at the Customer’s Workplace, you will register the time you start to work in the app, by in-house terminal, or by email, any break periods, including lunch breaks (if foreseen by the Assignment length) and the time you finish work on such day. Falsifying time records is grounds for immediate termination.
- (v) You will perform the Assignments in a thorough and professional manner, consistent with high professional and industry standards. You will treat Customer’s personnel and other Service Providers with care, respect and cordiality.
- (vi) You will be responsible for arranging and paying for your transportation to and from the Workplace. You will not be paid for time you spend traveling from your home to the Workplace.
- (vii) You will be able to cancel on jobs if you give more than 16 hours’ notice. Canceling on jobs within this time frame will cause a points deduction, but will not suspend your account. If you cancel on a job with less than 16 hours’ notice, your account will be suspended for 7 calendar days and you will also lose points as described in section 4.6. If you cancel on 2 jobs with less than 16 hours’ notice, your account

may be permanently deactivated and your employment with BlueCrew terminated. Accident/Injury Guidelines & Procedures

(a) All injuries must first be reported to your immediate supervisor, who will, then report the incident to BlueCrew Workers' HR Department ( [hr@bluecrewjobs.com](mailto:hr@bluecrewjobs.com) ) before authorization will be given for medical treatment. Exception: emergency situations or if the injury occurs after hours and/or on the weekends.

(b) A drug screen is required within 24 hours for all injuries. To the extent allowed by applicable law, a positive result may relieve BlueCrew, Co-Employer, and their insurers from any responsibility for any workers' compensation benefits and medical expenses incurred in connection with your injury. Refusal to submit to a drug test may result in the same consequences as a positive drug test result. If an employee tests positive on a post-accident drug test, he or she will be discharged for violation of the company substance abuse policy.

(c) The employee is required to inform the doctor or medical facility that light duty work is available.

(d) Employees are required to complete an Employee Accident/Injury Report within 24 hours of the injury/illness.

4.5 No Guaranteed Hours. A Customer may suspend your performance of an Assignment if the Customer believes that you are not qualified or do not have the appropriate skills to perform such Assignment. To the extent permitted by applicable law, you will be paid only for your actual hours worked in that circumstance.

#### 4.6 System of Points.

(i) BlueCrew uses a system of points to evaluate your performance as a Service Provider. You start with zero points and BlueCrew may add points to your Account upon the occurrence of the following events:

- Upload Profile Picture: 3 points
- Write Bio: 3 points
- Facebook Like: 1 points
- Twitter Like: 1 points
- Worked a shift: 5 points
- Over 15 minutes late: -10 points
- < 16 Hour Shift Cancelled: -20 points
- 5 star rating: 5 points
- Favorited: 5 points
- Inactivity: -10 points
- Shift canceled: -5 points
- Unprofessional Behavior: -10 points

(ii) Points on your Account may influence the number and kind of Assignments made available to you, and may, at BlueCrew's sole discretion, result in the suspension of your Account and/or the termination of your temporary employment. At all times, your employment will remain "at-will," as described above. Extended periods of good work will increase the number of points on your Account.

## 5. Rating

Upon the completion of each Assignment, we may ask you to rate the Customer's Workplace and your experience with the Customer ("Rating"). You hereby grant to BlueCrew a non-exclusive,

worldwide, perpetual, irrevocable, fully paid, royalty-free, sublicensable and transferable license under any and all intellectual property rights that you own or control to post your Rating to the Services. Similarly, Customer will be able to review and rate your performance after the Assignment is completed. You should exercise caution and good judgment when Rating. BlueCrew does not monitor or censor comments or Ratings that are provided to the Services and disclaims any and all liability relating thereto. BlueCrew does reserve the right, however, in its sole discretion, to remove any Rating that BlueCrew deems to be inconsistent with the online activities that are permitted under these Terms.

## 6. Confidentiality

6.1 Proprietary Information. You understand that your employment with BlueCrew and performance of Assignments for Customers create a relationship of confidence and trust with respect to any information or materials of a confidential or secret nature that you may learn or that may be disclosed to you by BlueCrew, Customer or a third party in relation to the business of BlueCrew, Customer or of any parent, subsidiary, affiliate, customer or supplier of BlueCrew, Customer, or any other party with whom BlueCrew or Customer agrees to hold such information or materials in confidence (the “**Proprietary Information**”). Without limitation as to the forms that Proprietary Information may take, you acknowledge that Proprietary Information may be contained in tangible material such as writings, drawings, samples, electronic media, or computer programs, or may be in the nature of unwritten knowledge or know-how. Proprietary Information includes, but is not limited to, marketing plans, product plans, designs, data, prototypes, specimens, test protocols, laboratory notebooks, business strategies, financial information, forecasts, personnel information, contract information, customer and supplier lists, and the non-public names and addresses of BlueCrew’s or Customer’s customers and suppliers, their buying and selling habits and special needs.

6.2 Confidentiality. At all times, during your employment, performance of Assignments and after termination of your employment with BlueCrew and Co-Employer, you will keep and hold all Proprietary Information in strict confidence and trust. You will not use or disclose any Proprietary Information without the prior written consent of BlueCrew or any affected Customer, depending on who owns the confidential information, in each instance, except as may be necessary to perform your duties under these Terms and performance of Assignments. Upon end of any Assignment, you will promptly deliver to the Customer you worked for on the Assignment all documents and materials of any nature pertaining to your work with such Customer, and you will not take with you or retain in any form any documents or materials or copies containing any Proprietary Information.

6.3 Physical Property. All documents, supplies, equipment and other physical property furnished to you by a Customer are the sole property of such Customer. You will return to Customer all such items when requested by Customer or upon completion of an Assignment.

## 7. Relationship between you and a Customer

Nothing in these Terms will be construed as establishing an employment or agency relationship between you and Customer. You will not be entitled to any benefits paid or made available by Customer to its regular employees, including, without limitation, any vacation or illness payments, or to participate in any plans, arrangements or distributions made by Customer pertaining to any bonus, stock option, profit sharing, insurance or similar benefits.

**PART III - THE FOLLOWING PROVISIONS WILL APPLY DURING THE APPLICATION AND HIRING PROCESS AND DURING YOUR EMPLOYMENT WITH BLUECREW**

**8. Feedback**

BlueCrew welcomes feedback, comments and suggestions for improvements to its online platform and services (“**Feedback**”). You can submit Feedback by emailing BlueCrew at [support@bluecrewjobs.com](mailto:support@bluecrewjobs.com). You hereby grant to BlueCrew a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

**9. Content and Content Rights**

9.1 Definition. For purposes of these Terms, “**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.

9.2 Content Rights. BlueCrew and its licensors exclusively own all right, title and interest in and to the Services and Content, including all associated intellectual property rights. You acknowledge that the Services and Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Content.

**10. General Prohibitions Relating to BlueCrew Systems, Confidential Information and Intellectual Property**

You agree not to do any of the following:

- 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 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;
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- 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;
- Use the Services or Content, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services or Content to send altered, deceptive or false source-identifying information;



- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services or Content;
- 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;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

## 11. BlueCrew’s Enforcement Rights

Although BlueCrew is not obligated to monitor access to or use of the Services, BlueCrew has the right to do so for the purpose of operating the Services, to ensure compliance with these Terms, 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 Ratings, at any time and without notice, including, but not limited to, if BlueCrew, at its sole discretion, considers any content or Rating to be objectionable or in violation of these Terms. BlueCrew has the right to investigate violations of these Terms or conduct that affects the Services. BlueCrew may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

## 12. Privacy Policy

Please refer to our Privacy Policy ([www.bluecrewjobs.com/privacy](http://www.bluecrewjobs.com/privacy)) for information on how we collect, use and disclose information from you.

## 13. Copyright Policy

BlueCrew respects copyright law and expects you 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.

## 14. Arbitration and Class Action Waiver

You and BlueCrew agree to submit to mandatory binding arbitration for any and all claims that could have been brought in a court of law arising out of or related to these Terms or to your employment with BlueCrew or the termination thereof. The claims that must be arbitrated include, but are not limited to, claims for unpaid wages; wrongful termination; breach of contract; torts; ownership interest in BlueCrew; and/or discrimination, harassment, or retaliation in violation of any federal, state or local ordinance, statute, regulation or constitutional provision (collectively, “**Arbitrable Claims**”), except that BlueCrew or you may seek injunctive relief in court to maintain the status quo until arbitration proceedings are conducted . You agree to arbitrate Arbitrable Claims against BlueCrew, Co-Employer, and any affiliated entities, and their current and former officers, directors, agents, and employees. Further, to the fullest extent permitted by law, you and BlueCrew agree that no class or collective actions can be asserted in arbitration or otherwise. All claims, whether in arbitration or otherwise, must be brought solely in your or BlueCrew’s individual capacity, and not as a plaintiff or class member in any purported class or collective proceeding. Nothing in this Arbitration and Class Action Waiver section, however, restricts your right, if any, to file in court a representative action under California LaborCode Sections 2698, et seq. SUBJECT TO THE ABOVE PROVISION, BLUECREW AND YOU HEREBY WAIVE ANY RIGHTS IT OR YOU MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS. These Terms do not restrict your right to file administrative claims with or participate in an investigation by any government agency such as the National Labor Relations Board, the Equal Employment Opportunity Commission, the Department of Labor, or similar state agencies. However, you and BlueCrew agree



that, to the fullest extent permitted by law, arbitration shall be the exclusive remedy for the subject matter of such administrative claims. The arbitration shall be conducted in the JAMS office closest to where you work or another location agreed to by the parties. The arbitration will be conducted before a single neutral arbitrator, in accordance with the JAMS employment arbitration rules then in effect. The JAMS rules may be found and reviewed at <http://www.jamsadr.com/rules-employment-arbitration>. If you are unable to access these rules, please let us know and we will provide you with a hardcopy. The arbitrator shall issue a written decision that contains the essential findings and conclusions on which the decision is based. Your share of arbitration fees and costs will be limited to the state court filing fee for civil actions where you live. You and BlueCrew agree that this agreement to arbitrate does not extend to claims for workers' compensation, unemployment insurance, benefits from plans covered by the Employment Retirement Income Security Act, or statutory claims where the right to trial cannot be waived as a matter of law. The arbitrator is empowered to award the same remedies or damages that the parties would be entitled to if the dispute had been litigated in court. The arbitrator's decision will be final and binding.

## **16. General Terms**

16.1. These Terms and all matters arising out of, or relating to, these Terms will be governed by the laws of the State of California, without regard to its conflicts of law provisions.

16.2 These Terms, together with the Co-Employer Employer Services Acknowledgment, constitute the entire and exclusive understanding and agreement between BlueCrew and you with respect to the subject matter hereof, and these Terms supersede and replace any and all prior oral or written understandings or agreements. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

16.3 You acknowledge that neither BlueCrew nor its agents have made any promise, representation or warranty whatsoever, either express or implied, written or oral, which is not contained in these Terms for the purpose of inducing you to execute these Terms, and you acknowledge that you have accepted these Terms in reliance only upon such promises, representations and warranties as are contained herein.

16.4 You may not assign or transfer these Terms, by operation of law or otherwise. Any attempt by you to assign or transfer these Terms will be null. BlueCrew may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

16.5 Any notices or other communications provided by BlueCrew under these Terms, including those regarding modifications to these Terms, 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. You may notify BlueCrew by email at [support@bluecrewjobs.com](mailto:support@bluecrewjobs.com)

16.6 Failure to enforce any right or provision of these Terms 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 these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

**Contact Information**

If you have any questions about these Terms or the Services, please contact BlueCrew at: [support@bluecrewjobs.com](mailto:support@bluecrewjobs.com)

**BlueCrew, Inc.**  
**645 7th Street, San Francisco, CA 94103**  
**E-mail:** [hr@bluecrewjobs.com](mailto:hr@bluecrewjobs.com)

IF YOU AGREE TO THE FOREGOING TERMS AND CONDITIONS, PLEASE SIGN ON THE DEDICATE SPACE.

Signature:

Signature:

Name (PRINT): \_\_\_\_\_ Name(PRINT):

Title:

Company: BlueCrew, Inc.