

JOBSIGN™

TERMS OF SERVICE

(Effective Date: October 1, 2020)

Gig8, Inc. ("Company," "we", "us" or "our") maintains these Terms of Service ("TOS") that describes the terms and conditions applicable to the use of our JobSign™ service, including the services, functionality, content related thereto (collectively, the "Service"), offered on or made available through <https://jobsign.co/> (the "Site"). Your access and use of the Site and Service is subject at all times to these TOS, our privacy policy ("Privacy Policy") and any additional end user license agreements (the "EULA") which may apply, each of which are incorporated herein by this reference. Any inconsistencies between these TOS, the Privacy Policy or any EULA shall be resolved by the Company in its sole and absolute discretion.

EACH TIME YOU ACCESS AND USE THE SITE OR THE SERVICE, YOU AGREE TO BE BOUND BY THESE TOS, THE PRIVACY POLICY AND EULA, AND REPRESENT THAT YOU HAVE READ AND UNDERSTAND THE APPLICABLE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN AND THEREIN AND AGREE TO BE LEGALLY BOUND BY THEM. IF YOU DO NOT UNDERSTAND OR AGREE TO BE BOUND BY (OR CANNOT COMPLY WITH) THESE TOS, THE PRIVACY POLICY AND EULA, DO NOT ACCESS OR USE THE SITE OR THE SERVICE. YOUR CONTINUED ACCESS AND USE OF THE SITE AND SERVICE SHALL BE DEEMED TO CONSTITUTE YOUR AGREEMENT TO BE LEGALLY BOUND BY THESE TOS, THE PRIVACY POLICY AND EULA, AS THEY EACH MAY BE AMENDED FROM TIME TO TIME. ANY REFERENCES HEREIN TO "YOU" AND "YOUR" REFER TO BOTH YOU (A SITE VISITOR AND/OR REGISTERED USER) AND SUCH PERSON AND ENTITY ON WHOSE BEHALF YOU ACT, IF ANY. YOU SHOULD PRINT A COPY OF OUR TOS FOR FUTURE REFERENCE.

You may not use our Service if: (a) you cannot enter into a binding contract with the Company; (b) you are under 13 years of age, in which case you must not create an Account, use any part of the Service, or submit personal information through the Service or to the Company (for example, name, address, telephone number, email address); (c) you are not allowed to receive services, from the United States if you are located in a country embargoed by the United States or if you are on the U.S. Treasury Department's list of Specially Designated Nationals; (d) you are a convicted sex offender; or (e) you have previously been banned from using the Service. If you are between the ages of 13 and 17, or under the age of majority where you live, you represent that your legal guardian has reviewed and agreed to these TOS.

In some instances, both these TOS and separate terms of service, rules, policies, or guidelines set forth additional conditions that may apply to the Service, including, without limitation the JobSign Community Standards posted on the Site and PayPal's User Agreement (collectively, the "Additional Terms"). To the extent there is a conflict between the TOS and any Additional Terms, the Additional Terms will control unless the Company determines otherwise, in its sole and absolute discretion.

1. ACCOUNT, EXPENSES, TERMINATION AND NO REFUNDS

(a) Accounts. Only registered users may use the Service, including buying and selling various services (each, a "JobSign") offered, sold, and purchased through the Service. Registration is free. By completing the registration process in the Service, you may establish a registered user account ("Account"), become a registered user, establish a JobSign page, access the Service, and place orders to enter into a formal agreement with the Seller to purchase the applicable JobSigns (each, an "Order"). To create an

Account, you may be asked to provide your first and last name, email address, payment information, and/or choose a username/ID and password. You must provide truthful and accurate information during the Account registration process. Notwithstanding anything to the contrary, Company may approve or reject your Account registration application for any reason or no reason in its sole and absolute discretion, including, without limitation, if the Company suspended or canceled an Account you previously registered. All such decisions shall be final and under no circumstance shall Company be obligated to provide any information regarding its decision-making process.

You are solely responsible for all activity on your Account and for the security of your personal computer and mobile device. You may not reveal your Account password to other users or permit others to access your Account. All acts performed using your Account shall be deemed to be your acts. You shall promptly notify the Company for any changes to your Account information or if such information has been improperly disclosed to a third-party using notification methods approved by the Company. You shall solely be responsible for any liability that arises from any improper third-party disclosure and/or third-party use of your Account. If there is a risk of your Account being improperly used by a third party, you shall promptly take measures to limit such use, including, without limitation, by changing your password and notifying the Company.

While the Company will use reasonable efforts to back up Site and Service data and make such data available in the event of loss or deletion, we have no responsibility or liability for the deletion or failure to store any messages and other communications or other data or content maintained or transmitted by the Site or Service. We reserve the right to mark as “inactive” and archive Accounts that are inactive for an extended period of time.

Subject to any applicable confidentiality obligations, the Company reserves the right to audit and monitor the use of the Site and Service to ensure compliance with these TOS and to maintain and improve the provision of the Site and Service. You agree to cooperate with the Company’s audit and provide reasonable assistance and access to information. In addition, you agree that the Company shall not be responsible for any of your costs incurred in cooperating with the audit.

(b) Expenses. You must provide and maintain all equipment, software, and other technologies necessary to access and use the Site and Service, including, a personal computer or mobile device suitable to connect with the Site and Service and an Internet connection. In addition, you hereby acknowledge and agree that you shall solely be responsible for and bear all charges, including, telephone charges, Internet connection charges and electricity charges, arising out of your access and use of the Site and Service.

(c) Termination. You have the right to cease accessing and using the Site and Service at any time by following the authorized process. You understand and agree that unless otherwise expressly provided for in these TOS, terminating your Account and the cessation of access and use of the Site and Service is your sole right and remedy with respect to any dispute, including, but not limited to, any related to, or arising out of: (i) these TOS, the Privacy Policy, EULA and/or any Additional Terms, or the Company’s enforcement or application thereof, (ii) the Company Materials and other content available through the Site and Service, (iii) your ability to access and/or use the Site and Service and/or (iv) the amount or type of fees, surcharges, applicable taxes, billing methods, or any change to the fees, applicable taxes, surcharges or billing methods.

NOTICE: Without limiting any other remedies, we may limit, suspend, cancel, terminate, modify or delete your Account and your access to and use of the Site and Service (or any portion thereof) at any time if you are, or we suspect that you are, failing to comply with any of these TOS, the Privacy Policy, the EULA and/or Additional Terms with or without notice to you.

If the Company terminates your access and use to the Site and Service, you may lose your username/ID, as well as any data, content, benefits, and privileges associated with the Site and Service, and we are under no obligation to compensate you for any such losses or results. In addition, no credits will be provided to you or converted to cash or other form of reimbursement, and you will have no further access to your Account, and to the Site and Service. Also, you will not have the right to transfer, sell, or assign any your Account data or content to anyone else. Under no circumstances shall Company be responsible for storing any of your data, content and other information following suspension, termination, modification or deletion of your Account, and access to the Site and Service.

We reserve the right to stop offering and/or supporting the Site and Service at any time, for any valid commercial reason, at which time your right and license to access and use the Site and Service will automatically be terminated without further action. In such event, we shall not be required to delivery your Account data or contents, or provide refunds, benefits, or other compensation to you except as otherwise expressly set forth herein, agreed to in writing by the Company, or pursuant to applicable law.

2. IP OWNERSHIP

(a) Accounts and User Data. Notwithstanding anything to the contrary herein and subject to the Privacy Policy, you acknowledge and agree that you shall have no ownership or other property interest in the Account, status, benefits and privileges, and all other data accumulated in connection with your access and use of the Site and Service (collectively, “User Data”). You further acknowledge and agree that subject to the Privacy Policy, all rights in and to the Account and User Data are and shall be owned solely and exclusively by the Company. No rights conferred to you in connection with the Site and Service may be transferred or assigned by you (by operation of law or otherwise including at the time of cancellation of your Account) to any third party without the prior written consent of the Company. We reserve the right to remove or reclaim any username/ID at any time and for any reason.

(b) Company Materials. The Company, its licensors and/or certain third parties (as applicable) retain exclusive right, title and interest (including all intellectual property rights) in and to all materials that are part of the Site and Service (including past, present and future versions; any part, component or extension thereof; and including its mobile applications), including, without limitation, any content, data and reports, analyses, graphics; layout; text; images; audio and/or video; designs; advertising copy; logos; domain names; trade names and marks; and service marks; any and all copyrightable material; the “look and feel”; the compilation, assembly and arrangement of the materials thereof and all other materials or content made available therein the (collectively, the “Company Materials”) and such Company Materials are protected from unauthorized use, copying and dissemination by applicable copyright, trademark, patent, publicity and other laws, rules, regulations and international treaties. With respect to the Company Materials, you have no right, and specifically agree not to do (directly or indirectly) the following: (i) copy, transfer, adapt, modify, distribute or reproduce it, in any manner; (ii) reverse assemble, decompile, reverse engineer or otherwise attempt to derive its source code, underlying ideas, algorithms, structure or organization; (iii) modify or create derivative works; (iv) remove any copyright notice, identification or any other proprietary notices, or; (v) use the Site or Service in any manner that could damage, disable, overburden or impair the Site or Service, or interfere with any other users’ enjoyment of the Site and Service.

(c) Trademark Notice. All words and logos in the Site and Service marked by the TM or [®] symbols are trademarks and service marks of the Company and/or its licensor(s). All rights are reserved. All other trademarks and service marks appearing in the Site and Service are the property of their respective owners. All rights are reserved. Use of any of our trademarks, service marks or names as “metatags” for any purpose other than as expressly authorized in these TOS is strictly prohibited.

(d) No Additional Rights. Only those rights and licenses expressly set forth in these TOS are granted. No other rights or licenses are granted under these TOS, whether by implication, estoppel, course of conduct, or otherwise. Except as expressly set forth herein, nothing in these TOS is intended to transfer any of the right, title, and interest (including all intellectual property rights) from the Company and/or its licensors to you or any third party. If you are ever inadvertently or erroneously held or deemed to be the owner of any such rights, you agree to assign and hereby irrevocably assign to the Company or its licensors, as the case may be, all such rights as of the effective date of these TOS, and agree to execute all documents to implement and confirm the letter and intent of the foregoing.

3. GENERAL TERMS

As more particularly described on the Site and elsewhere in the Service, the following terms shall generally apply to the Service.

(a) Customer support regarding the Service, including the Site or these Terms, shall be available to Sellers and Buyers 24/7 at help@jobsign.co.

(b) Services offered by a Seller shall have a minimum price of US\$5.00.

(c) Each Seller and Buyer (defined below) must set-up a JobSign page on the Site to offer, sell and purchase JobSigns and engage in communications with each other in connection with any applicable JobSign.

(d) Through their JobSign page, a Seller can describe their JobSign(s) and applicable terms for a potential Buyer to purchase and create an Order.

(e) Sellers and Buyers must offer and accept payments, and deliver JobSigns, for applicable Orders only through the Service. Payments and delivery outside of the Service shall not be permitted.

(f) Buyers shall acquire all right, title, and interest in the JobSign delivered by a Seller, including all copyrights therein, unless otherwise expressly specified on the Seller's JobSign page and the applicable Order. All other limitations and requirements, including commercial use licenses, shall also be specified in the Seller's JobSign page and the applicable Order.

(g) Sellers and Buyer must comply with the JobSign Community Standards posted on the Site and which may be updated from time to time in the Company's sole discretion.

4. SELLER TERMS

As more particularly described on the Site and elsewhere in the Service, the following terms shall apply to users (each, a "Seller") who offer, and perform services through the Service.

(a) Each Seller achieve and lose status levels ("Levels") based on performance and reputation scores. Each such Level (e.g. Bronze, Silver, Gold and Platinum) have eligibility criteria and provide special opportunities and benefits such as gaining the right to sell a larger number JobSigns on their JobSign page. All decisions with respect to eligibility criteria, opportunities and benefits for Levels shall be made in the Company's sole and absolute discretion. Violations of

(b) Each Seller may describe and offer for purchase various JobSigns on their respective Jobsign pages. The number of JobSigns a Seller is permitted to offer shall be limited by their Level Status.

(c) Each Seller shall display menu plans (“Menu Plan”) applicable for each JobSign for potential Buyers to select. Each Menu Plan shall describe terms and conditions applicable to the subject JobSign, including, without limitation, the number of times a Buyer may inspect and reject a subject JobSign and payment terms for the applicable Order.

(d) Each sale of a JobSign shall be subject to the following services fees (“Service Fee”) payable to the Company: (a) 17.5% of the revenue generated from an Order of less than \$US100.00 and (b) 15.0% of the revenue generated from an Order of US\$100.00 or greater.

(e) Each Order shall be subject to potential cancelation as more described in these Terms.

(f) Seller may accept or reject any potential Order placed by a Buyer in its sole discretion; provided, however, Seller shall have no right to cancel any Orders once accepted and Buyer has submitted a payment for same.

(g) Upon completion of each JobSign, Seller shall contact Buyer through the JobSign page to notify Buyer of such completion. In the event Buyer fails to deliver such confirmation within 48 hours, Seller may proceed with delivery of the subject JobSign.

(h) In the event the Seller fails to deliver notice of completion of the subject JobSign within 48 hours of the date specified in the subject Order, Seller shall not be entitled to any payment for the subject Order. In addition, Seller shall not be entitled to payment for any JobSigns which were not ordered by a potential Buyer in accordance with these Terms.

(i) Each Seller must have a PayPal account to receive payments for Orders from Buyers. Upon the earlier of: (a) 48 hours after Seller’s confirmation of the completion of the subject Order or (b) delivery of the applicable JobSign to Buyer following Buyer’s confirmation to proceed with such delivery, Seller may process payment for the subject Order received from the Buyer and designated “Available for Withdraw” to Seller’s PayPal account; provided, however, any such payment shall automatically reflect the deduction of the applicable Service Fee and Seller shall be solely responsible for all applicable fees applicable for such payments and maintenance of Seller’s PayPal account; provided, further, than processing of payments will be subject to a minimum of US\$20.00 and a maximum of US\$5,000.00 per transaction and applicable PayPal delivery terms. The Company may process any applicable payments to Seller’s PayPal account from time to time in its sole discretion. The Company may temporarily disable Seller’s ability to process payments to prevent fraud or other security reasons.

(j) Seller shall be solely responsible for paying any taxes which may apply to them in connection with any applicable Order. Each price displayed on a Seller’s JobSign page shall be inclusive of all applicable taxes and charges which may apply to Seller.

(k) Upon completion of an Order and Buyer’s review (if applicable), Seller shall have the option to submit a review of the Buyer.

5. BUYER TERMS

As more particularly described on the Site and elsewhere in the Service, the following terms shall apply to users (each, a “Buyer”) who purchaser services from Sellers through the Service.

(a) Each Buyer may place Orders for JobSigns from a potential Seller's JobSign page by selecting a Menu Plan applicable to such Order. Seller may accept or reject any potential Order in its sole discretion.

(b) Upon placing an Order, Buyer pays the applicable purchase price in advance to the Company's designated PayPal account. Buyer's payments may be made by PayPal, credit card or such other payment method authorized by the Company. Upon delivery of the applicable JobSign to Buyer, the Company will deliver the payment for the subject Order to Seller after deducting the applicable Service Fee and display such payment confirmation on the Seller's JobSign page.

(c) Buyer may cancel an Order and be entitled to a full refund at any time prior to Seller's acceptance of the applicable Order. Buyer shall not be entitled to cancel an Order at any time after Seller's acceptance unless agreed with the Seller or the Company determines, in its sole discretion, that a cancellation is warranted. If applicable, refund payments shall be processed by the Company from its designated PayPal account to Buyer without charge to Seller or Buyer.

(d) Upon receipt of Seller's notification of the completion of a subject JobSign, Buyer shall deliver its confirmation within 48 hours to proceed with delivery. In the event Buyer fails to deliver such confirmation within 48 hours, Seller may proceed with delivery and the payment for the subject JobSign shall be processed by the Company.

(e) In the event the Seller fails to deliver notice of completion of the subject JobSign within 48 hours of the date specified in the subject Order, Buyer may request a refund and the Company will process a full refund to Buyer's applicable payment method.

(f) In accordance with the applicable Menu Plan selected for a particular Order, the Buyer may reject the subject JobSign delivered by the Seller up to the permitted number of times to ensure such JobSign conforms to Buyer's specifications.

(e) During the designated time after the completion of an Order, the Buyer shall have the option to submit a review of the Seller.

6. MODIFICATIONS

(a) Terms of Service. The Company may, from time to time, modify, amend, or supplement these TOS and post those changes on the TOS page. Such modifications or supplements shall be effective immediately upon posting on the Site or in the Service. You are responsible for periodically checking the Site and Service for changes to the TOS. You can determine when the TOS were last revised by referring to the "Effective Date" legend at the top of these TOS. If you do not agree to be bound by (or cannot comply with) the TOS as modified or supplemented, you must cease accessing and using the Site and Service. Your continued access and use of the Site and Service constitutes your agreement to be bound by the modified TOS.

(b) Changes. The Company reserves the exclusive right and may, at any time and without notice and liability to you, modify, supplement, suspend or discontinue (collectively, "Changes") the Site and Service (or any portion thereof), whether temporarily or permanently, in whole or in part, for valid commercial reasons and/or as required by applicable law. Changes may also include changes to the Site and Service, including eliminating or discontinuing any content on or feature thereof, restricting the hours of availability or limiting the amount of use permitted. Any such Change shall be effective immediately upon notice by posting on the on the Site, in the Service or in these TOS, or by any other method of notice the Company deems appropriate. We shall not be required to provide refunds, benefits, or other

compensation to you for any Changes, including, without limitation, the suspension, interruption or discontinuation of the Site or Service. Any access or use of the Site and Service after such notice of Change, constitutes acceptance by you of such Change.

Temporary interruptions in the availability of the Service and Service may occur from time to time as normal events, including, without limitation maintenance of the Service. The Company shall endeavor to provide reasonable advance notice to you of any scheduled maintenance, upgrades, downgrades, and related interruptions (if any) of the Site and Service. You agree that neither the Company nor any of its affiliates, licensors, agents, or employees is liable to you or any third party for any revision, supplement, suspension, interruption or discontinuation of the Site and Service. The Site and Service may include inaccuracies, errors, materials that violate these TOS or may enable you to access or download harmful or malicious code introduced onto the Internet by third parties. Additionally, you acknowledge that unauthorized additions, deletions, and alterations could be made by third parties to the Site and Service. Although the Company attempts to ensure the integrity and the accuracy of the Site and Service, it makes no guarantees whatsoever as to any completeness or correctness of the Site or Service. In addition, the Site and Service are made available internationally and may contain references to products, programs, and services of the Company and/or its licensors that are not available in your location. Such references do not imply that the Company or its licensors intend to make available such products, programs, or services in your location.

7. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT THE USE OF THE SITE, SERVICE AND THE INTERNET IS AT YOUR SOLE RISK. THE SITE AND SERVICE, INCLUDING ANY CONTENT (INCLUDING ANY USER CONTENT) OR INFORMATION CONTAINED WITHIN THEM OR ANY SITE-RELATED SERVICE, OR ANY SERVICE (INCLUDING JOBSIGNS) OFFERED, SOLD, PURCHASED OR OTHERWISE MADE AVAILABLE THROUGH THE SITE AND SERVICE, IS PROVIDED BY THE COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED FROM THE COMPANY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

YOU FURTHER EXPRESSLY AGREE THAT THE COMPANY IS NOT RESPONSIBLE FOR THE CONTENT OR QUALITY OF ANY JOBSIGNS OFFERED AND SOLD BY SELLERS REGARDLESS OF THEIR SELLER LEVEL. MOREOVER, THE COMPANY PROVIDES NO WARRANTIES WITH RESPECT TO THE JOBSIGNS, THEIR OFFER AND SALE, DELIVERY, PAYMENT AND COMMUNICATIONS IN CONNECTION THEREWITH BETWEEN BUYERS AND SELLERS.

THE COMPANY PROVIDES THE SITE AND SERVICE ON A COMMERCIALY REASONABLE BASIS AND DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SITE AND SERVICE AT TIMES OR LOCATIONS OF YOUR CHOOSING, OR THAT THE COMPANY WILL HAVE ADEQUATE CAPACITY FOR THE SITE AND SERVICE AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHIC AREA. MOREOVER, THE COMPANY DOES NOT WARRANT THAT YOUR USE OF THE SITE AND SERVICE, OR ANY CONTENT THEREIN (INCLUDING SOFTWARE) WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE (OR THE SERVER(S) ON WHICH IT IS HOSTED) OR ANY SOFTWARE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO OPINION, ADVICE OR STATEMENT BY THE COMPANY OR ITS AFFILIATES, OR ANY OTHER PARTY, WHETHER MADE WITHIN THE SITE OR SERVICE, OR OTHERWISE, SHALL CREATE ANY WARRANTY. YOUR ACCESS AND USE OF THE SITE AND SERVICE (INCLUDING ALL CONTENT MADE AVAILABILITY THEREIN) IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY DAMAGES THAT RESULTS

FROM SUCH ACCESS OR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

8. LIMITATIONS OF LIABILITIES

YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH THE COMPANY OR ITS LICENSORS IS TO STOP ACCESSING AND USING THE SITE AND SERVICE. YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL THE COMPANY, ITS LICENSORS OR ITS AFFILIATES BE LIABLE FOR ANY ACT OR FAILURE TO ACT BY THEM OR ANY OTHER PERSON REGARDING CONDUCT, COMMUNICATION OR CONTENT ON THE SITE OR SERVICE, OR THE ACCESS OR USE THEREOF. MOREOVER, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT, IN NO CASE SHALL THE COMPANY'S OR ITS LICENSORS', AFFILIATES', EMPLOYEES', OFFICERS', OR DIRECTORS' (COLLECTIVELY, "COMPANY AFFILIATES") LIABILITY TO YOU EXCEED IN RESPECT TO ANY ACT OR FAILURE TO ACT IN RELATION TO THE SERVICE EXCEED THE HIGHER OF US\$500 OR THE AMOUNT PAID OR RECEIVED BY YOU IN CONNECTION WITH YOUR ACCESS AND USE OF THE SERVICE IN THE SIX (6) CALENDAR MONTHS IMMEDIATELY PRECEDING THE SUBJECT CLAIM.

FURTHERMORE, IN NO CASE SHALL THE COMPANY, ITS LICENSORS OR AFFILIATES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM PERSONAL INJURY, DAMAGE TO PROPERTY, LOSS OF PROFITS, DATA, USE, GOODWILL, BUSINESS INTERRUPTION, OR OTHER COMPARABLE LOSS) ARISING FROM YOUR ACCESS AND USE OF THE SITE AND SERVICE, THE INTERNET OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR ACCESS AND USE OF OR USERSHIP, WHETHER BASED ON WARRANTY, PRODUCT LIABILITY, PERSONAL INJURY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT THE COMPANY OR ANY COMPANY AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ACCEPTING LIABILITY AS THE LIMITED AUTHORIZED PAYMENT COLLECTION AGENT OF SELLER, THE COMPANY AND ITS LICENSORS AND AFFILIATES, ASSUME NO LIABILITY FOR ANY ACTS OR OMISSIONS OF SELLER.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, IN SUCH JURISDICTIONS, THE COMPANY'S AND COMPANY AFFILIATES' LIABILITY SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW. THE COMPANY DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY THIRD PARTY PRODUCT OR SERVICE OFFERED THROUGH THE SITE AND SERVICE AND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

9. LINKS

For the convenience of our user, the Site and Service may provide certain links to other applications, services and websites provided by third parties. The Company is not responsible for the content of any other applications, services or websites linked to or from the Site or Service. If you follow any such links, you leave the Site or Service and you do so entirely at your own risk. The Company provides links from the

Site and Service solely as a convenience to you and in no way should this be interpreted as a referral or endorsement of any content, sponsor or owner of any other applications, services and/or websites. THE COMPANY DISCLAIMS ALL WARRANTIES, CONDITIONS OR OTHER TERMS EXPRESS OR IMPLIED, AS TO ANY SUCH LINKED APPLICATIONS, SERVICES OR WEBSITES, INCLUDING, WITHOUT LIMITATION, AS TO ACCURACY, OWNERSHIP, VALIDITY OR LEGALITY OF ANY CONTENT OF A LINKED APPLICATIONS, SERVICES OR WEBSITES.

10. INDEMNIFICATION

You agree to defend, indemnify and hold harmless the Company and its licensors, affiliates, employees, officers, and directors from all claims for liabilities, losses and expenses, including reasonable attorneys' fees and costs, arising from: (a) your breach of these TOS, the Privacy Policy, the EULA, Additional Terms or any applicable rules, laws or regulations, whether or not referenced herein, (b) in connection with your access and use of the Site and Service, (c) violation of any rights of any third party, or (d) any interaction you may have with other users of the Site or Service, and any dispute arising in relation thereto. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In that event, you shall provide all reasonable assistance and cooperation to the Company in respect of such matter. The obligations set forth herein shall survive termination of these TOS.

11. GOVERNING LAW

The Service is made accessible, operated, and controlled by the Company in the State of California in the United States. It can be accessed from various countries of the world. The laws of the State of California, without regard to conflicts of law provisions, will apply to all matters arising out of or in connection with your access and use of the Site and Service. By accessing and using the Site and Service, you submit and consent to the exclusive jurisdiction of state and federal courts located in Santa Clara County, the State of California with respect to any dispute or cause of action arising out of or in connection with these TOS, the Privacy Policy, the EULA, Additional Terms and/or your access and use of the Site and Service.

You are solely responsible for your interactions with other users of the Site and Service. If you have a dispute with one or more users of the Site or Service, we encourage you to settle such disputes amicably. Please note that in addition to any other remedies reserved for the Company herein, you release us (and its licensors, affiliates, employees, officers, directors, contractors, agents, third party suppliers, licensors and third party partners) from claims, demands and damages (actual and consequential) of every kind and nature, known or unknown, arising out of or in connection with such disputes, including, without limitation, claims relating to any Orders. If you are a California resident, you waive the rights afforded to you under California Civil Code §1542.

12. INJUNCTIVE RELIEF

You acknowledge that the rights granted and obligations made hereunder to the Company are of a unique and irreplaceable nature, the loss of which shall irreparably harm the Company and which cannot be replaced by monetary damages alone so that the Company shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. In addition, to the fullest extent permitted under applicable law, you irrevocably waive all rights to seek injunctive or other equitable relief and agree to limit your claims to claims for money damages (if any).

13. VOID WHERE PROHIBITED

Although the Site and Service may be accessible worldwide, we make no representation that the Site and Service, or any materials related thereto are appropriate or available for use in your location, and the Site and Service may not be accessed from territories where the content is prohibited by local laws. Those who choose to access the Site and Service from such locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Any offer and/or information made in connection with the Site and Service is void where prohibited.

Local laws in your respective jurisdiction may require that you be of a certain age in order to enter into certain legally binding arrangements such as the terms of these TOS. In the event that you are under the required age, you may not continue to use the Site and Service, unless your parent or legal guardian has reviewed and agreed to these TOS. Local laws may also require that children under a certain age are supervised during their use of the Site and Service. By access and using the Site and Service, you warrant that you are old enough to access and use the Site and Service without supervision. If you are under the required age, your parent or legal guardian warrants that they are supervising and monitoring your access and use of the Site and Service at all times.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE SITE AND SERVICE ARE INTENDED FOR USE BY PERSONS OVER THE AGE OF 13. BY ACCESSING AND USING THE SITE AND SERVICE, YOU REPRESENT AND WARRANT THAT YOU ARE 13 OR OLDER, AND THAT YOU AGREE TO AND TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THESE TOS, THE PRIVACY POLICY, THE EULA, AND ADDITIONAL TERMS. MOREOVER, IF YOU ARE BETWEEN 13 AND 18 YEARS OF AGE, YOU REPRESENT AND WARRANT THAT YOU HAVE YOUR PARENT OR LEGAL GUARDIAN'S PERMISSION TO ACCESS AND USE THE SITE AND SERVICE. IF YOU ARE UNDER THE AGE OF 13 OR BETWEEN THE AGE OF 13 AND 18 BUT DID NOT HAVE YOUR PARENT OR LEGAL GUARDIAN'S PERMISSION TO THE ACCESS AND USE THE SITE AND SERVICE, YOU MUST STOP ACCESSING AND USING THE SITE AND SERVICE, AND THE COMPANY MAY IMMEDIATELY (WITHOUT NOTICE) TERMINATE SUCH ACCESS OR USE, AND ANY LICENSE GRANTED TO YOU HEREUNDER.

14. COMPLAINTS, NOTICE AND CONTACT INFORMATION

The Company takes claims of infringement of intellectual property rights and violation of rights of privacy or publicity very seriously. With the exception of copyright infringement notices (which should follow the DMCA procedures described below), if you believe that any of the material that is or was in any Application infringes or has infringed any rights, including copyrights or trademarks, owned by you, or by an owner for which you are authorized to act, please contact us at help@jobsign.co.

Under California Civil Code Section 1789.3, California users of the Service receive the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1020 N Street, #501, Sacramento, California 95814, or by telephone at 1-916-445-1254.

15. USER CONTENT

All content, other than those created by the Site, created, uploaded, displayed, used, offered, sold, and purchased through the Service by Buyers and Sellers, including, without limitation, Jobsigns, constitutes "User Content" for purposes of these Terms. By uploading, displaying or otherwise using any User Content on the Site, you represent and warrant to the Company that your User Content is wholly original to you and you exclusively own the rights to your User Content, including the right to grant all of the ownership rights and licenses set forth in these TOS without the Company incurring any third party obligations or liability, or that you have acquired all rights, licenses or consents necessary to use such User Content as permitted

in these TOS. In addition, you represent and warrant to the Company that all User Content you upload, display or otherwise use on the Site will not: (a) violate any applicable laws, rules or regulations, (b) violate or infringe upon any third party rights, and/or (c) violate any other policies, terms or agreements, and acknowledge that the Company shall have no responsibility or obligation for ensuring that there are no such violations. You shall be solely responsible for all User Content you upload, display, or otherwise use on the Site, including any liability, losses, damages, or other consequences which may arise from such upload, display, or use.

16. DIGITAL MILLENIUM COPYRIGHT ACT

A. DMCA Notice. If you are a copyright owner or an agent thereof and believe that any Site or Service content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You may direct copyright infringement notifications to our Copyright Agent at 477 Roosevelt Avenue, Sunnyvale, CA 94085, email: help@jobsign.co. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to our customer service at help@jobsign.co. You acknowledge that if you fail to comply with all of the requirements of this Section 15(A), your DMCA notice may not be valid.

B. Counter-Notice. If you believe that your content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your content, you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Santa Clara County, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, the Company may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the content provider or user, the removed content may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after receipt of the counter-notice, at the Company's sole discretion.

17. PRIVACY POLICY

The Company is committed to respecting your privacy and the confidentiality of your personal data. The Privacy Policy sets out how the Company may use your personal data, the traffic data and the content contained in your communication(s). If you object to your information being used in the way set out in the Privacy Policy, your sole remedy is to cease accessing and using the Site and the Service.

18. NOTICE

In the event the Company decides, in its sole and absolute discretion, to give notice to a user regarding the termination of the licenses granted herein, revisions to payment policies, or any Changes, it may do so via email, telephone call, posting in the Site, the Service or these TOS, or such other method of notice the Company deems appropriate. Where Company decides to give such notice, any access or use of the Site or Service after delivery of such notice constitutes acceptance by you of the noticed action.

19. RESTRICTIONS

The Service may be subject to international rules that govern the export of software. You shall comply with all applicable international and national laws that apply to the Service as well as any applicable end-user, end-use, and destination restrictions issued by national governments. You shall not export or re-export the Service, in whole or in part, or any copy or adaptation in violation of any applicable laws or regulations.

20. MISCELLANEOUS

If any provision of these TOS, the Privacy Policy, the EULA and/or Additional Terms (if applicable) is held to be invalid or unenforceable, that provision will be deemed severable to these TOS, the Privacy Policy, the EULA and/or Additional Terms and shall not affect the validity and enforceability of any remaining provisions of the TOS will remain in full force and effect. The TOS, the Privacy Policy, the EULA and Additional Terms (if applicable) constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. You acknowledge that, in entering into these TOS you have not relied on, and (in the absence of fraud) shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these TOS. Nothing in the foregoing sentence shall exclude or restrict the liability of you arising out of fraud or fraudulent misrepresentation. Any waiver of any provision of the TOS by the Company will be effective only if in writing and signed by the Company. The failure of your or the Company to assert any right under these TOS shall not be considered a waiver of that party's right will remain in full force and effect. The original English version of these TOS may have been translated into other languages. In the event of inconsistency or discrepancy between the English version and any other language version, the English language version shall prevail. You are not allowed to assign the TOS or any rights hereunder. The Company is allowed at its sole discretion to assign the TOS or any rights hereunder to any third party, without giving prior notice to you.

21. LANGUAGE

The parties hereto confirm their express wish that these TOS as well as all other documents related to them, including notices, be drawn up in the English language only and declare themselves satisfied therewith.

* * *

If you have any questions, complaints, or comments regarding these TOS, or have other questions or suggestions about the Service, please contact us at help@jobsign.co.

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