

## Terms of Use

This Terms of Service Use agreement (this “User Terms”) is made and entered into by and between you, as a User, and PeopleGuru, Inc. and its subsidiaries and affiliates (collectively, “PeopleGuru”).

These User Terms is applicable to Employees, and Candidates, and all other authorized persons who access PeopleGuru’s all-in-one HR software platform or the Platform (as defined below) either in their organization’s capacity as administrative person authorized by our Customer (as defined below) or in an individual capacity (collectively, “Users” and each, a “User” or “You”).

These User Terms contain the terms and conditions that govern a User’s use of the Platform. An active subscription via an Order Form (as defined below) between PeopleGuru and Customer is required for Users to access the Platform and the Platform is made available in whole or in part as elected by Customer, within their applicable Order Form. You are here at the pleasure of our Customer. These User Terms remain effective until Customer’s Order Form with PeopleGuru expires or terminates, or your access to the Platform has been terminated by Customer or PeopleGuru. Please contact Customer if you at any time or for any reason wish to terminate your account, including due to your disagreement with these User Terms or with any updates to these User Terms.

By clicking the applicable button to indicate User’s acceptance of these User Terms, or by accessing or using the Platform, User agrees, effective as of the date of such action, that User understands these User Terms and to be bound by the terms and conditions of these User Terms including the class action waiver provision.

### **1. Definitions.**

The following definitions will apply to these User Terms:

“Account” shall mean the User credentials, password, and personal information required to use the Platform.

“Biometric Identifier” means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, regardless of how it is captured, converted, stored, or shared, that is used to identify an individual for purposes of access to the Platform or the Service or for the purpose of collection of time and attendance payroll information.

“Candidate” has the meaning ascribed to it in the online version of Master Agreement found at <http://legal.peopleguru.com>.

“Content” shall mean collectively User Content and PeopleGuru Content

“Customer” means the organization or legal entity subscribed to the Service by execution of an Order Form with PeopleGuru under which the Platform and Service is made available to its Users.

“Customer Data” has the meaning ascribed to it in the online version of Master Agreement found at <http://legal.peopleguru.com>.

“Document E-Signing” means the PeopleGuru electronic signature feature that allows Users to sign documents electronically.

“Electronic Click Wrap” means the User’s electronic signature and acceptance of these User Terms by clicking of a box prior to login and use of the Platform.

“Employee” has the meaning ascribed to it in the online version of Master Agreement found at <http://legal.peopleguru.com>.

“E-Document” means a document that is created, generated, sent, communicated, received, and/or stored by digital or electronic means within the Platform generally for the purpose of efficient distribution to Users or to facilitate Document E Signing.

“Feedback” means any feedback, comments, and suggestions User may provide for improvements to the Platform or PeopleGuru Content. Feedback includes, without limitation, feedback User provides to PeopleGuru in response to any surveys PeopleGuru conducts, through any available technology, about User’s experience.

“Kiosk” means an interactive electronic terminal located at a Customer’s facility primarily used by Users to access the Software Services and record their work and break time intervals in real time.

“Mobile App” means the PeopleGuru mobile application as provided within the Apple App Store and Google Play Store.

“Order Form” has the meaning ascribed to it in the online version of Master Agreement found at <http://legal.peopleguru.com>.

“PeopleGuru Content” means text, graphics, images, music, software, audio, video, works of authorship of any kind, and documents, information, or other materials that are posted, generated, provided, or otherwise made available through the Platform by PeopleGuru, other than User Content.

“Platform” shall mean the Software Services, an all-in-one HR software platform generally including but not limited to time and attendance, payroll, benefits administration, and human resources information management, along with Third Party Service Provider services that are made accessible via the Website, Kiosk, or the Mobile App.

“Shared Information” shall mean any and all documents and information that are necessary for the provisioning and continued use of the Platform or a Third-Party Service Provider’s service to User, including, without limitation, User’s personal information, biometric information, payroll information, bank account information, and any additional information, such as User’s resume information, job history, skills, photographs, emergency contacts, dependents, beneficiaries, or family members personal information.

“Service” has the meaning ascribed to it in the online version of Master Agreement found at <http://legal.peopleguru.com>.

“Software Services” has the meaning ascribed to it in the online version of Master Agreement found at <http://legal.peopleguru.com>.

“Third Party Service Provider” has the meaning ascribed to it in the online version of Master Agreement found at <http://legal.peopleguru.com>.

“User Content” means any text, graphics, images, music, software, audio, video, works of authorship of any kind, and documents, information, or other materials that are uploaded to, posted to, stored on, or created using the Platform by Users.

“Website” means the specific [https://\\*.oncloud.com](https://*.oncloud.com)’s subdomain(s) assigned to Customer by PeopleGuru or such Third Party Service Provider websites made accessible by PeopleGuru for Customer’s use of the Software Services and the Service.

## **2. What This Means for You as a User**

Customer has separately agreed by entering into a written Order Form with PeopleGuru that permitted Customer to create and configure a PeopleGuru account so that you, as a User, can register and use the Platform. The Order Form contains our commitment to deliver the Platform and the Service to Customer, who may then invite Users to create accounts to use the Platform. When a User (including, you) submits data or information to the Platform and the Service, you acknowledge and agree that your Shared Information is Customer Data and is owned by Customer and the Order Form provides Customer with many choices and control over that Customer Data. For example, Customer may enable or disable third party integrations, manage permissions, and request that PeopleGuru relay Customer Data with a Third Party Service Provider, and these choices and instructions may result in the access, use, disclosure, modification or deletion of certain or all Customer Data.

## **3. The Relationship Between You as a User, Customer and PeopleGuru and Disclaimer**

As between PeopleGuru and Customer, you agree as a User that it is solely Customer’s responsibility to (a) inform you and any Users of any relevant Customer policies and practices and any settings that may impact the processing, retention, or removal of Customer Data; (b) obtain any rights, permissions or consents from you and any Users that are necessary for the lawful use of Customer Data and the operation of the PeopleGuru Platform and Service; (c) ensure that the transfer and processing of Customer Data under the User Terms is lawful; and (d) respond to and resolve any dispute with you and any User relating to or based on Customer Data, the Platform, the Service, or Customer’s failure to fulfill these obligations. PeopleGuru makes no representations or warranties of any kind, whether express or implied, to you relating to the Platform, Services, Third Party Service Providers, and Content all of which are provided to you on an "as is" and "as available" basis.

## **4. Use of the Platform**

To use the Platform, User must have an Account established. User hereby authorizes PeopleGuru to obtain and store User’s Account information as necessary to make the Platform available to User. Use of the Platform are each conditioned upon User’s full compliance with all applicable laws, rules, and regulations and these User Terms.

The Platform is not intended for and may not be accessed and used by Users under the age of thirteen (13) (or the legal age of consent in your applicable jurisdiction, if higher) or otherwise barred from using the Services under applicable law.

User will take reasonable steps to adequately secure, and keep confidential, any User account passwords or credentials, and any information accessible via the User account. If User believes or suspects that User's account or passwords or credentials for User's account have been disclosed to, accessed by, or compromised by unauthorized persons, User must immediately notify PeopleGuru and Customer. PeopleGuru reserves the right to prevent access to the Service if PeopleGuru has reason to believe that User's account or passwords or credentials for User's account have been compromised.

## **5. Privacy Policy**

For information on how PeopleGuru collects, uses, and discloses information from Users refer to PeopleGuru's privacy policies which can be found at: <https://legal.peopleguru.com>.

User acknowledges and understands that PeopleGuru may collect, use, and disclose User's information pursuant to PeopleGuru's privacy policies and that PeopleGuru's privacy policies may be updated from time to time.

## **6. Third-Party Service Provider Websites, Services, and Resources**

Through the Platform, User will be able to elect to receive services from Third Party Service Provider of PeopleGuru. User is solely responsible for, and assumes all risk arising from, User's election to receive and User's receipt of any Third-Party Service Provider. PeopleGuru is not responsible for Third-Party Service Provider or any material, information, or results made available through Third-Party Service Provider websites or any other means of communication. Third Party Service Provider may require User to agree to terms and conditions with respect to their delivery of the Third-Party Service Provider's services to User. If User elects to receive a Third-Party Service Provider's service, User authorizes PeopleGuru to submit to the applicable Third-Party Service Provider the User's Shared Information. User is responsible for the accuracy of all Shared Information User enters in the Platform. User represents and warrants that User has all the rights in and to any Shared Information and grants PeopleGuru permission to provide it to Third Party Service Providers, and that PeopleGuru's use or disclosure of Shared Information as contemplated hereunder will not violate any rights of privacy or other proprietary rights, or any applicable local, state, or federal laws, regulations, orders, or rules. User agrees that by electing to receive a Third-Party Service Provider's service, and by consenting and authorizing PeopleGuru to submit User's Shared Information to a Third-Party Service Provider, User has waived and released any Claim against PeopleGuru and its directors, officers, and employees arising out of a Partner's use of User's Shared Information, even if that use is not authorized by the applicable terms and conditions between User and the Third-Party Service Provider.

The Platform may contain links to websites or online resources. PeopleGuru and Customer provides these links only as a convenience and is not responsible for the content, products, or services on or available from those websites or resources, or links displayed on such websites. User acknowledges its sole responsibility for, and assumes all risk arising from, User's use of any links to websites or online resources.

## **7. Proprietary Rights, User Content, and Licenses Granted**

PeopleGuru does not claim any ownership rights in any User Content and nothing in these User Terms will be deemed to restrict any rights that User may have to use and exploit User Content. However, by

making any User Content available through the Platform, User hereby grants to PeopleGuru a non-exclusive, transferable, sublicensable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, publicly display, publicly perform, and distribute User Content in connection with operating and providing the Platform. User is solely responsible for all User Content. User represents and warrants that User owns all User Content or User has all rights that are necessary to grant PeopleGuru the license rights in User Content under these User Terms. User Content is subject to the provisions of Section 10, and PeopleGuru has the right to remove User Content from the Platform in accordance with Section 11.

User may remove some User Content from the Platform and certain types of User Content may not be removed from the Platform. Moreover, in certain instances, some User Content may not be completely removed and copies of User Content may continue to exist on the Platform. PeopleGuru is not responsible or liable for the removal or deletion of (or the failure to remove or delete) any User Content.

PeopleGuru and its licensors exclusively own all worldwide right, title, and interest in and to the PeopleGuru Content, and also in and to the Platform, including in each case all associated intellectual property rights. User acknowledges that the Platform, Service, and PeopleGuru Content are protected by copyright, trademark, and other laws of the United States and foreign countries. User agrees not to remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Platform, Service, or PeopleGuru Content. These User Terms does not convey any proprietary interest in or to any PeopleGuru intellectual property or rights of entitlement to the use thereof except as expressly set forth herein.

Feedback is given entirely voluntarily and PeopleGuru will be free to use, disclose, reproduce, license, or otherwise distribute and exploit such Feedback as it sees fit, entirely without obligation or restriction of any kind.

Subject to User's compliance with these User Terms, PeopleGuru grants User a limited, non-exclusive, non-transferable, non-sublicensable license to access, view, and download PeopleGuru Content solely in connection with User's permitted use of the Platform and the Service for User's own behalf.

## **8. Consent to Receive SMS/MMS Messages**

By a providing a mobile number and opting-in for automated text alerts, you acknowledge that you are legally authorized to opt-in for automated text alerts to the phone number you provide. You grant permission for automated text messages to be sent to the mobile phone number that you provide. You understand that you will receive text alerts even if your phone number is on a state or federal Do not Call List.

PeopleGuru will send SMS to Users who have opted in to receive a one time PIN Code for the purpose of two factor authentication. You may also opt to receive text messages about activity in your account or activity in Customer's account. You may from time to time receive SMS messages soliciting Feedback about the Service and User's experience interacting with PeopleGuru's customer care team.

You are required to opt-in for text alerts to receive text messages from PeopleGuru and you can opt-out by changing your notification preferences settings within the Platform. If you need assistance in changing your notification preferences settings within the Platform you should contact Customer. You

understand that your mobile phone number or other information you provide will be kept confidential and will only be disclosed as permitted under state, local, and federal law.

Message and data rates may apply to receive text messages. User should check with its wireless phone carrier for their plan details. By providing your consent to receive text messages, you approve any such charges from your mobile carrier.

## **9. User's Biometric Identifiers**

PeopleGuru's Customer is responsible for compliance with applicable law governing collection, storage, use, and/or transmission of Biometric Identifiers for complying with their own biometric data retention and destruction policies as may be required under applicable law. It is PeopleGuru's policy to require its Customer to receive a written release from Users (or their legally authorized representative) authorizing both Customer, PeopleGuru, and PeopleGuru's Third Party Service Providers to collect, use, store and transmit Biometric Identifiers.

USER ACKNOWLEDGES THAT IT SHALL NOT INPUT, SUBMIT, OR OTHERWISE ENTER BIOMETRIC IDENTIFIERS INTO THE PLATFORM OR SERVICE PRIOR TO AUTHORIZING, BY WRITTEN RELEASE, PEOPLEGURU AND ITS CUSTOMER PERMISSION TO COLLECT, STORE, USE, AND TRANSMIT USER'S BIOMETRIC IDENTIFIERS.

## **10. General Prohibitions**

User agrees not to take any of the following actions:

- a. Post, upload, publish, submit, share, distribute, or transmit any User Content that: (i) User lacks the authority to post, upload, publish, submit, share, distribute, or transmit; (ii) 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; (iii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iv) is fraudulent, false, misleading, or deceptive; (v) is defamatory, indecent, obscene, pornographic, vulgar, or offensive; (vi) promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (vii) is violent or threatening or promotes violence or actions that are threatening to any person or entity; (viii) promotes illegal or harmful activities or substances; or (ix) contains software viruses, worms, defects, trojans, adware, spyware, malware, or other similar computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware device;
- b. Use the Platform other than as authorized in these User Terms;
- c. Resell, sublicense, timeshare, or otherwise share the Platform with any third party;
- d. Display, mirror, or frame (i) the Website, or the layout or design of any page on the Website or form contained on a page; (ii) the Platform; (iii) the Service; or (iv) PeopleGuru Content or any individual element within the Website, Platform, or Service, including PeopleGuru's name and any PeopleGuru trademark, logo, or other proprietary information, in each case, without PeopleGuru's express prior written consent;
- e. Access, tamper with, or use non-public areas of the Platform, Service, PeopleGuru's computer systems, or the technical delivery systems of PeopleGuru's information technology providers;

- f. Interfere or attempt to interfere with the proper working of the Platform (including but not limited to any application, function, or use of the Platform) or any activities conducted on the Platform;
- g. Take any action that imposes or may impose (as determined by PeopleGuru in PeopleGuru's sole discretion) an unreasonable or disproportionately large load on PeopleGuru's (or Partners') infrastructure;
- h. Use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Website or part of the Platform;
- i. Harvest or "scrape" any Content from the Platform (such prohibited "scraping" includes, but is not limited to, (i) the use of any automated process or software that sends more requests to PeopleGuru's Platform than a human could reasonably produce in the same period of time in order to extract Content from the Platform, and; (ii) the sharing of User's account credentials with a third party service in order for such third party service to impersonate User and extract Content from the Platform or Service via automatic processes) without PeopleGuru's express written consent;
- j. Attempt to probe, scan, or test the vulnerability of any PeopleGuru system or network or breach any security or authentication measures;
- k. Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by PeopleGuru or any of PeopleGuru's information technology providers or any other third party (including another User) to protect the Platform, Service, or Content;
- l. Attempt to access or search the Platform, Service, or Content or download Content from the Platform or Service 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 PeopleGuru or other generally available third-party web browsers;
- m. Access the Platform for the purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purposes;
- n. Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters, or other form of solicitation through the Platform or Service;
- o. Use any meta tags or other hidden text or metadata utilizing a PeopleGuru trademark, logo, URL, or product name without PeopleGuru's express written consent;
- p. Use the Platform, Service, or Content, or any portion thereof, (i) for any purpose other than User's internal business purposes, or (ii) for the benefit of any third party or in any manner not permitted by these User Terms;
- q. 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 Platform, Service, or Content to send altered, deceptive, or false source-identifying information;
- r. Attempt to decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code, or underlying ideas, or algorithms of any of the software used to provide the Platform, Service, or Content;
- s. Modify, translate, or otherwise create derivative works of any part of the Platform, Service, or Content other than User's own User Content;



- t. Interfere with, or attempt to interfere with, the access of any User, host, or network, or use any device, software, or routine that is intended to damage, surreptitiously intercept, or expropriate any system, data, or communication, including, without limitation, by sending a virus, overloading, flooding, spamming, or mail-bombing the Platform or Service;
- u. Collect from or store on the Platform or Service any personally identifiable information or protected health information of other Users without their express permission;
- v. Impersonate or misrepresent User's affiliation with any person or entity;
- w. Engage in any fraudulent, deceptive, or illegal practices or activities, or use the Platform or Service to directly or indirectly support any such practices or activities.

## **11. PeopleGuru's Rights to Monitor User Content and Conduct**

Although PeopleGuru is not obligated to monitor access to or use of User Content or to review or edit any User Content, PeopleGuru has the right to do so for the purposes of operating the Platform, ensuring compliance with these User Terms, and complying with applicable law or other legal requirements. PeopleGuru reserves the right, but is not obligated, to remove or disable access to any User Content, at any time and without notice, for any reason, including, but not limited to, if PeopleGuru, at PeopleGuru's sole discretion, considers any User Content to be objectionable or in violation of these User Terms.

PeopleGuru has the right to monitor access to and use of the Platform, Service, and Content and to investigate conduct that PeopleGuru believes could affect the Platform, Service, or Content, including violations of these User Terms. PeopleGuru may also consult and cooperate with law enforcement authorities and administrative agencies to prosecute Users who violate the law.

## **12. E-Signatures**

Each time that User uses Document E-Signing, User is expressly (i) affirming that User is able to access and view the E-Document; (ii) consenting to conduct business electronically with respect to the transaction contemplated by the electronically signing a document; and (iii) agreeing to the use of electronic signatures for the E-Document.

While many Users prefer the convenience of electronic signatures, using the Document E-Signing to electronically sign is can be optional but may be inconvenient, and User can choose to manually sign E-Documents by (i) informing Customer (their employer) of their wishes to manually sign E-Documents; (ii) making sure that User does not sign the E-Document via Document E-Signing; and (iii) obtain a physical copy of the E-Document for User to physically sign and physically send to Customer (their employer). Obtaining a physical, non-electronic copy of an E-Document from Customer is User's sole responsibility, and PeopleGuru has no responsibility or liability with respect to such matter.

PeopleGuru has no responsibility or liability with respect to the content, validity, or enforceability of any E-Document, nor is it responsible or liable for any matters or disputes arising from the E-Documents. PeopleGuru makes no representations or warranties regarding the validity or enforceability of electronic documents or electronic signatures.

**UNDER APPLICABLE U.S. STATE AND FEDERAL LAWS, ELECTRONIC SIGNATURES ARE NOT ENFORCEABLE ON SOME DOCUMENTS. IT IS USER'S RESPONSIBILITY TO CONSULT WITH AN ATTORNEY TO DETERMINE**



WHETHER A DOCUMENT WILL BE ENFORCEABLE IF IT IS ELECTRONICALLY SIGNED VIA DOCUMENT E-SIGNING.

### **13. Platform Availability**

PeopleGuru makes no representations or warranties about the Platform's or Service's uptime, availability, or permissibility in any particular geographical location. From time to time, scheduled system maintenance or emergency maintenance may occur, and during such maintenance periods, the Platform may be inaccessible and unavailable, with or without notice to User.

### **14. Warranty Disclaimers**

User's use of the Platform, Service, and Content is entirely at User's own risk. PeopleGuru is not in the business of providing legal, regulatory, tax, financial, accounting, employment, or other professional services or advice. Any information provided by PeopleGuru via the Platform, Service, Third Party Service Provider, or otherwise is meant for informational purposes only and should not be interpreted as professional advice. User should consult a professional that is trained or licensed in the relevant area if User needs such assistance.

The Platform's performance of actions initiated by User may irrevocably modify and/or delete Customer Data, Shared Information, and User Content.

USER ACKNOWLEDGES AND AGREES THAT PEOPLEGURU IS NOT RESPONSIBLE FOR THE LOSS OR MODIFICATION OF ANY CUSTOMER DATA, SHARED INFORMATION, OR USER CONTENT AND THAT USER'S USE OF THE PLATFORM IS AT USER'S OWN RISK.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE PLATFORM, SERVICE, AND PEOPLEGURU CONTENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND MADE BY PEOPLEGURU. WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PEOPLEGURU DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DATA LOSS, AND NON-INFRINGEMENT. FURTHERMORE, PEOPLEGURU MAKES NO WARRANTIES REGARDING THE ACCURACY, RELIABILITY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR QUALITY OF ANY INFORMATION OR PEOPLEGURU CONTENT IN OR LINKED TO THE SERVICE. PEOPLEGURU CANNOT GUARANTEE THE ACCURACY OR COMPLETENESS OF USER CONTENT AND MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO USER CONTENT. PEOPLEGURU DOES NOT WARRANT THAT THE PLATFORM, SERVICE, OR PEOPLEGURU CONTENT WILL (I) MEET USER'S EXPECTATIONS OR REQUIREMENTS; (II) BE COMPLETELY SECURE OR FREE FROM ERRORS, BUGS, VIRUSES, OR OTHER HARMFUL COMPONENTS; OR (III) BE FREE FROM INTERRUPTION, THEFT, OR DESTRUCTION. IN ADDITION, PEOPLEGURU EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR MAKING SURE THAT DOCUMENTS WHICH ARE ELECTRONICALLY SIGNED VIA DOCUMENT E-SIGNING ARE VALID AND ENFORCEABLE UNDER ANY APPLICABLE U.S. LOCAL, STATE, OR FEDERAL LAWS, OR THE LAWS OF ANY OTHER JURISDICTION.

If any error results, whether directly or indirectly, from PeopleGuru's reliance on information (or modifications to information) provided by User, an employee or independent contractor of Customer, or anyone that PeopleGuru reasonably believes to be a User, an employee or independent contractor of Customer, authorized representative of User, then PeopleGuru will attempt to correct the resulting

error, but PeopleGuru makes no warranties or guarantees that it will be able to partially or fully correct the resulting error.

PeopleGuru does not warrant, endorse, guarantee, or assume responsibility for any product or service, including without limitation Third Party Service Providers, advertised, or offered by a third party through the Platform or any hyperlinked website or online service, and PeopleGuru will not be a party to or in any way be responsible for monitoring any transaction between User and a Third Party Service Providers.

PeopleGuru works with Third Party Service Provider to provide and unless otherwise stated in an User Terms between User and any such Third-Party Services Provider, the Third-Party Services Provider (i) make no warranty as to the accuracy or completeness of information provided to User, and (ii) disclaim express warranties or implied warranties imposed by law with respect to the services they provide, whether directly or indirectly, to User.

## **15. Indemnity**

User will indemnify and hold harmless PeopleGuru and its officers, directors, employees, and agents (the "Indemnified Parties"), from and against any claims, disputes, demands, liabilities, damages, losses, costs, judgements, penalties, fines, and expenses (including, without limitation, reasonable legal and accounting fees) (collectively, the "Claims"), arising out of or in any way connected with (i) User's access to or use of the Platform, Service, or Content; (ii) User Content; (iii) User's violation or alleged violation of these User Terms; (iv) User's violation or alleged violation of any third party right, including without limitation any right of privacy or publicity, or any right provided by any labor or employment law, rule, or regulation, or any intellectual property right; (v) User's violation or alleged violation of any applicable law, rule, or regulation, including but not limited to wage and hour laws; (vi) User's violation of the NACHA Rules; (vii) User's gross negligence, fraudulent activity, or willful misconduct; (viii) PeopleGuru's or any other Indemnified Party's use of or reliance on information or data furnished by User, an employee or independent contractor of Customer or User, User's employer's account administrator, or User's authorized representative in providing or otherwise in connection with these User Terms; (ix) actions or activities that PeopleGuru or any other Indemnified Party undertakes in connection with the Service or these User Terms at the direct request or instruction of anyone that PeopleGuru or any other Indemnified Party reasonably believes to be User, an employee or independent contractor of Customer or User, User's employer's account administrator, or User's authorized representative (each such action or activity, a "Requested Action"); (x) PeopleGuru's or any other Indemnified Party's use of or reliance on information or data resulting from such Requested Actions; or (xi) User's failure, or the failure of any User's employer's account administrators, an employee or independent contractor of Customer or User, or User's authorized representatives, to properly follow PeopleGuru's instructions with respect to the Platform or the Service.

## **16. Limitation of Liability**

PeopleGuru is not responsible or liable for (i) User's Shared Information, Customer Data, User Content or anyone's reliance on User's Shared Information, Customer Data, or User Content; (ii) Resulting Errors or any consequences or Claims directly or indirectly arising from errors; (iii) any consequences or Claims directly or indirectly resulting from User's delay in providing, or User's failure to provide, PeopleGuru

with information necessary for its provision of the Service or the Platform; (iv) User's violation of the NACHA Rules; (v) unauthorized third-party actions taken in User's account and any transactions, consequences, or Claims arising therefrom; (vi) User's negligence or any negligence of User's employer's account administrator, an employee or independent contractor of Customer or User, or User's authorized representative; (vii) any Claims, or portions of any Claims, that could have reasonably been avoided or mitigated by User through reasonable efforts; (viii) any circumstances or Claims arising out of or related to a Third Party Service Provider's use of User's Shared Information; (ix) any Requested Actions, or any consequences or Claims directly or indirectly resulting therefrom; or (x) User's failure, or the failure of any of User's employers account administrators, an employee or independent contractor of Customer or User, or User's authorized representatives, to properly follow PeopleGuru's instructions with respect to the Service.

NEITHER PEOPLEGURU, CUSTOMER, OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PLATFORM, SERVICE, OR PEOPLEGURU CONTENT 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 THESE USER TERMS, OR FROM THE USE OF OR INABILITY TO USE THE PLATFORM, SERVICE, OR CONTENT, WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PEOPLEGURU OR CUSTOMER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, 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 USER. IN NO EVENT WILL PEOPLEGURU'S OR CUSTOMER'S TOTAL LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THESE USER TERMS OR FROM THE USE OF OR INABILITY TO USE THE PLATFORM, SERVICE, OR CONTENT EXCEED ONE HUNDRED (100) DOLLARS. EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PEOPLEGURU, CUSTOMER, AND USER.

### **17. Duty to Mitigate**

If User becomes aware of, or reasonably should have been aware of, any facts, issues, information, or circumstances which are reasonably likely, whether alone or in combination with any other facts, issues, information, or circumstances, to lead to a Claim against PeopleGuru, Customer, or User in connection with these User Terms, User must use reasonable efforts to mitigate any loss that may give rise to such a Claim.

### **18. Relationship.**

Nothing contained herein will in any way constitute any association, partnership, agency, employment, or joint venture between User and PeopleGuru, or be construed to evidence the intention of User and PeopleGuru to establish any such relationship.

### **19. Term, Termination, and Suspension**

PeopleGuru may immediately terminate, suspend, or restrict User's account; suspend or restrict User's access to the Platform or the Service; block User's ability to use any particular feature of a the Platform

or Service; or immediately terminate the Platform or the Service and these User Terms, in each case with or without notice to User, in the event that: (i) PeopleGuru has any reason to suspect or believe that User may be in violation of these User Terms; (ii) PeopleGuru determines that User's actions are likely to cause legal liability for or material negative impact to PeopleGuru; (iii) PeopleGuru believes that User has misrepresented any data or information or that User has engaged in fraudulent or deceptive practices or illegal activities; (iv) PeopleGuru has determined that User or Customer is behind in payment of fees for the Platform or the Service and User or Customer has not cured such non-payment within five (5) days of PeopleGuru providing such party notice of the non-payment, or (iv) PeopleGuru's Customer's (User's employer) applicable Order Form has been terminated for any reason.

The termination of User's access to the Platform or the Service or the termination of these User Terms will not affect User's or PeopleGuru's rights with respect to transactions which occurred before termination.

PeopleGuru will have no liability for any costs, losses, damages, penalties, fines, expenses, or liabilities arising out of or related to PeopleGuru's termination, suspension, or restriction of User's access to the Platform or the Service or for the termination of these User Terms. Upon termination, suspension, or restriction of User's access to the Platform or the Service or for Termination of these User Terms, User's right to access and use the Platform will automatically terminate. User's may request in writing, and in PeopleGuru's sole discretion, it may grant User access temporary access to User's Account in a limited capacity to view and download information that was available at the time of termination of User's access to the Platform or the termination of these User Terms.

User acknowledges that its access to the Platform, Service, and Content are predicated upon the Customer ongoing permission.

## **20. Changes to the User Terms, Platform, or Service**

PeopleGuru may modify the User Terms at any time, in PeopleGuru's sole discretion. If PeopleGuru does so, PeopleGuru shall let User know either by posting the modified User Terms on the Platform or through other communication methods. It is important that User reads the User Terms whenever PeopleGuru modifies it because if User continues to use the Platform after PeopleGuru has notified User of the modification and the modified User Terms has been posted on the Platform's login page, User is indicating to PeopleGuru that User agrees to be bound by the modified User Terms. If User does not agree to be bound by the modified User Terms, then User may not continue to use the Platform. Because the Platform is evolving over time, PeopleGuru may change or discontinue all or any part of the Platform or PeopleGuru Content at any time and without notice, at PeopleGuru's sole discretion.

## **21. Governing Law**

These User Terms shall be governed by and interpreted in accordance with the internal laws of the State of Florida, and, where such laws are preempted by the laws of the United States, by the internal laws of the United States, in each case without regard to (a) conflicts of law principles and (b) the applicability, if any, of the United Nations Convention on Contracts for the International sale of goods. Any proceeding conducted under or in connection with these User Terms shall take place in Tampa, Florida.

## **22. Legal Expenses are Non-Recoverable**

If any proceeding is brought by either User or PeopleGuru to enforce or interpret any term or provision of these User Terms, such party shall bear its own expenses related to bringing such action, and neither User nor PeopleGuru shall not be entitled to recover attorneys and other experts' (including without limitation accountants) fees and expenses.

## **23. Class Action And Collective Action Waiver**

Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither User nor PeopleGuru will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity, and each party hereby waives any right to assert consolidated claims with respect to any disputes under these User Terms or any disputes between the parties.

## **24. PeopleGuru Is Not Responsible for Things It Cannot Control**

PeopleGuru is not responsible or liable for any delays or failures in performance from any cause beyond PeopleGuru's control, including, but not limited to, acts of God, changes to laws or regulations, embargoes, wars, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power outages, strikes, weather conditions, acts of hackers, acts of internet service providers, acts of any other third party, or acts or omissions of User.

Without limiting, the generality of the foregoing or Section 14, the Platform rely on public infrastructure, third party technology, and third party services, such as application programming interfaces, to Third-Party Services Providers, web hosting services, database software, and operating systems. Any change to the products or services offered by any of these third parties may materially and adversely affect, or entirely disable, User's use of or access to the Platform. Likewise, PeopleGuru cannot guarantee that any Share Information, Customer Data, or User Content hosted by its will Third-Party Services Providers will remain secure.

## **25. Survival.**

The following paragraphs shall survive the termination of these User Terms: 7, 10, 11, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, and 27.

## **26. Mutual Non-Disparagement.**

User agrees not to disparage PeopleGuru, the Platform, or the Service or in any manner likely to be harmful to PeopleGuru's business, PeopleGuru's business reputation, or PeopleGuru's online reputation. PeopleGuru agrees to instruct its employees, officers, and directors not to disparage User in any manner likely to be harmful to User's personal reputation or User's online reputation. Notwithstanding the foregoing, nothing in this User Terms shall prevent User or PeopleGuru from responding accurately and fully to any question, inquiry, or request for information when such response is required by a legitimate legal process.

## **27. Entire User Terms.**

These User Terms, together with the definitions referenced withing the Order Form, constitutes the entire agreement between PeopleGuru and User regarding the Platform, Service, and Content and replaces all prior understandings, communications, and User Terms, oral or written, regarding this subject matter. If any part of these User Terms is deemed to be unenforceable or invalid, that section will be removed without affecting the remainder of the User Terms. The remaining terms will be valid and enforceable. User may not assign these User Terms, by operation of law or otherwise, without PeopleGuru's prior written consent. Any attempt by User to assign or transfer these User Terms, without such consent, will be null. PeopleGuru may freely assign or transfer these User Terms without restriction. The provisions of these User Terms shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.

Any notices or other communications provided by PeopleGuru under these User Terms, including those regarding modifications to these User Terms, will be given to User by posting notice on the Platform's login page, the date of such posting will be deemed the date that notice is given. PeopleGuru's failure to enforce any right or provision of these User 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 PeopleGuru. Except as expressly set forth in these User Terms, the exercise by either party of any of its remedies under these User Terms will be without prejudice to its other remedies under these User Terms or otherwise.

## **28. Electronic Transmission**

These User Terms and any amendments hereto, by whatever means accepted, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effect as if it were an original signed version thereof, delivered in person. Neither party hereto shall argue that a contract was not legally formed hereunder based on the use of an Electronic Click Wrap method to indicate acceptance of these User Terms and each party forever waives any related defense.

## **29. Contact Information**

If User has any questions about these User Terms, the Platform, or Website may contact PeopleGuru at [hello@PeopleGuru.com](mailto:hello@PeopleGuru.com) or 813-805-8030. PeopleGuru is located at PeopleGuru, Inc. 101 S Hoover Blvd, Suite 100, Tampa, FL 33609.