

HireVibes Token Holder Terms And Conditions

These Terms And Conditions (the “T&C”) Apply To Each Holder Of The HireVibes Utility Token(S) (hereinafter “HVT”). When Holder has Staked HVT Tokens, Holder becomes a Member of HireVibes DAC (decentralised Autonomous Community). Please Read These Terms Carefully Before Receiving HVT And or Participating In The Membership Of The HireVibes DAC. The T&C Affects The Legal Rights And Obligations Of Holders Of HVT And Membership Of The HireVibes DAC Including, But Not Limited To, Waivers Of Rights And Limitation Of Liability. If Any Person Or Entity Does Not Agree To The Terms And Conditions Hereof, Such Person Or Entity Must Not Accept or Claim HVT.

By Claiming and holding HVT, holder thereof agrees as a holder of HVT, from time to time and inter se, to be bound by the T&C, and shall be bound by the terms and conditions thereof, along with such further or other terms and conditions incorporated by reference in the T&C including but not limited to the HireVibes DAC Members Constitution. The acceptance and holding of HVT is made expressly subject to this T&C.

NOW THEREFORE in consideration of the mutual promises contained in this T&C it is hereby agreed as follows:

The Binding Agreement

1. The following terms and conditions constitute the agreement (“Agreement”) by and between any person or entity receiving and holding HVT (or any fractional part thereof) (“Holder”), and each other person or entity Claiming or holding HVT (or any fractional part thereof), inter se. By claiming and holding HVT, or any fractional part thereof, the Holder hereof agrees to be bound by the T&C as amended from time to time.
2. Holders who have their HVT Tokens Staked shall be constituted, without more, as a Member of the HireVibes DAC (decentralised autonomous community “HireVibes DAC”) and shall be bound by the T&C and Constitution. HireVibes DAC may change the T&C at any time and in any manner, in accordance with the constitution governing the organisation, rights and liabilities of the HireVibes DAC and the Members thereof (“Constitution”).
3. By receiving HVT, a Holder confirms that it is the holder of the HVT, a Holder has read, understands and agrees to the T&C.
4. If any User does not agree with these T&C in general or any part of thereof, such Users should refrain from the use of the HireVibes Platform and the HVT in any form.
 - (a) In the case of any initial recipient of HVT (or assignee/transferee thereof), pursuant to the Token Distribution (as defined hereinafter).
 - (b) In any other case, by receiving the transfer or assignment of HVT from a holder of HVT and/or activating the HVT through the HireVibes software.
 - (c) In either case, and in any event, any Staking of HVT including but not limited to exercise of voting rights or receipt of distributions of Surplus HVT/rewards.
5. HireVibes Development LLC has prepared a website, available at www.HireVibes.io (“Website”), describing the proposed activities and development of HireVibes DAC Community and the HireVibes Dapp and the mechanisms through which such activities shall be conducted. By receiving and holding HVT, Holder confirms that it has read and understands the Website.

The HireVibes DAC

6. HireVibes DAC is a decentralised autonomous community governed by the Constitution and administered through the medium of blockchain technology. The use of a blockchain technology enables HireVibes DAC to be decentralised and self governing, in accordance with its Constitution, on an automated basis. The terms and conditions of the Constitution are incorporated by reference into the T&C and shall be binding on each Member of the HireVibes DAC, inter se. By receiving, holding and Staking HVT, Member also confirms that it has read, understands and agrees to the terms and conditions, the Constitution and the rules of governance of the HireVibes DAC.

The HireVibes Tokens (“HVT”)

7. HireVibes Development LLC shall distribute (“Token Distribution”) a fixed supply of 350, 000, 000 (Three Hundred and Fifty Million) HVT to EOSS Account Holders, inviting such persons or entities, to claim and hold such HVT, gratis, and if HVT Tokens are Staked, to become a Member of the HireVibes DAC.
8. Tokens are not redeemable by Holder.
9. Token Distribution. A Snapshot to be taken on 4th November 2018. Tokens shall be distributed on 5th November 2018, subject to terms and conditions of HireVibes Airdrop (See; <https://www.HireVibes.io> WebSite).
10. Each Staked HVT shall constitute the holder thereof as a Holder and a Member of the HireVibes DAC, entitled to all the benefits and subject to all the obligations set out in the HireVibes DAC Constitution.
11. By Claiming and Staking of HVT shall constitute the holder thereof as a Member of the HireVibes DAC in proportion to the number of HVT Staked by such holder.
12. Membership and automated governance of the HireVibes DAC shall be in accordance with its Constitution, HVT does not maintain, represent or enable any rights, uses, purpose, attributes, functionalities or features, express or implied. Immediately upon unstaking or transfer of HVT, Member shall cease to be a Member of the HireVibes DAC to the extent of the HVT unstaked or transferred.
13. HVT does not grant the holder thereof the right to any part of the share capital of HireVibes Development LLC, to any vote at any shareholders meeting of HireVibes Development LLC or to any voting rights with respect the appointment of directors or managers of HireVibes Development LLC. HVT are not being distributed by HireVibes Development LLC in exchange for or in expectation of any monetary or other consideration. HVT shall be non-refundable and non-redeemable. HVT are not, and are not intended to be an investment, security, commodity or any other financial instrument or investment.
14. Holder expressly acknowledges and represents that it has carefully reviewed the T&C and fully understands the risks and benefits associated with the acceptance and holding and or Staking of the HVT.

Restrictions on Token Distribution

15. Each HVT Holder shall be subject to and bound by the local laws and regulations of their country. HVT are not being and/or are not intended to be distributed to any U.S. Person, citizen, resident or entity (“Excluded Person”) pursuant to the Open Token Distribution. If any Excluded Person accepts or purports to accept any HVT pursuant to the Open Token Distribution by HireVibes Development LLC, such person would have taken such action in an inapplicable, unauthorised and/or unlawful manner and the HVT shall not be deemed as accepted by such Excluded Person. Any Excluded Person who accepts HVT pursuant to the Open Token Distribution shall be solely liable for any legal, regulatory, judicial or contractual consequences there from and shall indemnify, defend and hold harmless HireVibes Development LLC, HireVibes DAC and any employee, officer, director, consultant, advisor, parents, subsidiaries, affiliates, servants or agents, past, present or future, thereof (collectively “Indemnified EP”) from any penalties, damages, losses, liability, costs or expenses, whether direct or indirect, consequential, compensatory, punitive, actual, exemplary, incidental or special and including without limitation any loss of business, revenues, profits, data, use, goodwill or other intangible losses (collectively, “EP Damages”) arising out of or related to such Excluded Person's acceptance or purported acceptance of HVT pursuant to the Open Token Distribution.

Recommendations

16. It is recommended and advised to Examine the matters set out in this T&C, to evaluate and render an informed decision as to the risks and merits of the acceptance of HVT and further acknowledges and agrees that it is able to bear such risks including risk of loss of HVT and/or any risks or rewards accrued by reason of holding and staking such HVT and Membership of the HireVibes DAC. Holder expressly acknowledges that it has obtained or procured sufficient information in order to make an informed decision as to whether or not to claim and hold HVT.

17. Neither HireVibes Development LLC, HireVibes DAC, shall be responsible for any loss of HVT held by Holder, or any situation rendering it impossible for Holder to access HVT, which may result from, by or through any actions or omissions of Holder.
18. It shall be the sole responsibility of Holder to implement and appropriate measures to secure access to; (a) any device associated with Holder in connection with the acceptance, holding and use of HVT; (b) private keys to Holder's blockchain wallet or account; and (c) any other username, password or other login or identifying credentials. In the event that Holder loses possession or control of Holder's private keys or any device associated with Holder's blockchain related account or is not able to otherwise provide Holder's login or identifying credentials, Holder may lose all of Holder's HVT and/or access to Holder's blockchain related account. Neither HireVibes Development LLC, nor HireVibes DAC shall be under any obligation to recover or replace any HVT rendered inaccessible and/or disabled thereby, or to provide any other compensation or reimbursement to Holder thereof.
19. Holder acknowledges, understands and agrees that (a) the acceptance and holding of HVT may have tax and regulatory consequences for Holder; (b) Holder is solely responsible for Holder's compliance with any such or any tax or regulatory consequences of Holder linked to the acceptance and holding of HVT and/or Membership of the HireVibes DAC; (c) Holder shall have consulted with and taken advice from Holder's own tax and regulatory professional prior to receiving and holding the HVT; and (d) neither HireVibes Development LLC, HireVibes DAC bears any responsibility or liability to Holder with respect to any tax or regulatory consequences linked to Holder's acceptance and holding of HVT and Membership of the HireVibes DAC.

Holder's Representation and Warranties

20. By receiving any HVT, Holder agrees to be bound by the T&C and in particular, Holder represents and warrants that: (a) the Holder is authorised and has full power and authority to accept and hold the HVT according to the laws that apply in Holder's jurisdiction of domicile or other applicable jurisdiction; (b) the Holder is authorised and has full power to execute, deliver and be bound by the T&C and to carry out and perform its obligations thereunder; (c) If an individual, is at least 18 years old and of sufficient legal age and capacity to accept and hold HVT and, if a legal person, it is validly constituted and in good standing under the laws of its domicile and each jurisdiction in which it operates or conducts business; (d) That the execution, delivery and performance of and by Holder under the T&C requires no approval, authorisation or other action from any governmental or regulatory authority or any other person, entity or bureau, whatsoever, other than Holder; (e) That the execution delivery and performance of and by Holder under the T&C shall not, and will not in the future, result in any violation of, be in conflict with or constitute a material default under (i) any provision of HireVibes DAC constitutional documents, (ii) any provision of any judgement, order or decree to which Holder is a party, by which Holder is bound or to which Holder's material assets are subject, (iii) any material agreement, obligation, duty or commitment to which Holder is a party or is bound, or (iv) any laws, regulations, rules or contracts applicable to Holder. (f) the Holder is not receiving and holding the HVT for the purpose of any speculative investment; (g) the Holder will not use any HVT for any illegal activity, including but not limited to money laundering and the financing of terrorism; (h) the Holder shall be responsible for determining whether the acceptance and holding of HVT is appropriate for the Holder; (i) If HVT is Staked, the Member shall accept and hold HVT exclusively for usage in accordance with the T&C and Constitution of the HireVibes DAC; (j) the Holder understands the risks associated with acceptance and holding of HVT (including but not limited to the risks related to the non-development of the HireVibes Dapp, HireVibes DAC and its operations).
21. By receiving and holding any HVT, Holder represents and warrants that, to the extent required by any applicable law, Holder complies with all anti-money laundering and prevention of terrorism rules, regulations and procedures and neither Holder nor any person for whom Holder is acting as agent or nominee in relation to HVT is subject to any sanctions administered or enforced by any government or regulatory body, or is organised or resident in any country or territory that is subject to any country or territory wide sanctions by any government or regulatory body, or is a politically exposed person.

Risks

22. Holder acknowledges, understands and agrees that acceptance and holding of HVT and storage thereof involves various risks and Holder accepts the HVT, and if Staked Membership of the HireVibes DAC subject to such risks, as set out in the T&C, Constitution and otherwise, without any claim, right or remedy that Holder may otherwise have at law, equity or otherwise, including but not limited to any claims for compensation, damages, refunds or redemptions, against HireVibes Development LLC, HireVibes DAC, or any Member, employee, officer, director, consultant, advisor, parents, subsidiary, affiliate, servant or agent, past, present or future, thereof.
23. Holder acknowledges, understands and agrees to the risk that HireVibes DAC may not be able to launch its network, develop its operations and/or provide any benefits to Members and, accordingly, prior to acceptance of HVT, Holder confirms that it has considered the risks, costs, and benefits of acceptance of HVT, the Token Distribution, the T&C and Membership of the HireVibes DAC, and, if necessary, shall have obtained any and all independent and professional advice in this regard.
24. Holder acknowledges, understands and agrees that HVT and Membership of the HireVibes DAC shall, beyond such benefits set out in the Constitution, have no rights, uses, purpose, attributes, functionalities or features express or implied.
25. Holder acknowledges, understands and agrees that all matters set out in the T&C and Website. As a Member, the Member understands and agrees that all matters set out in the T&C, the Constitution and Website.
26. This technology is new and untested and that the HireVibes Dapp and HireVibes DAC and related technology may not be capable of completion, implementation or adoption and, even if the HireVibes Dapp and or HireVibes DAC and related technology is completed, implemented and adopted, it may not function as intended and/or many not have the functionality that is necessary or desirable and/or may become outdated and/or may be subject to technical errors and delays.
27. Holder acknowledges, understands and agrees that the software associated with the HireVibes DAC & HireVibes Dapp is under development, may undergo significant modifications over time and new related or replacement software may be developed from time to time and such development and modifications may result in added or reduced features to those set forth in this T&C, the Website and the Constitution.
28. Holder acknowledges, understands and agrees that the development of the HireVibes Dapp, the HireVibes DAC and related software may be abandoned for a number of reasons including but not limited to lack of interest from Holders or potential Holders, lack of funding, lack of prospects or the departure of valuable personnel and technicians related to or utilised by the HireVibes DAC, HireVibes Dapp.
29. Holder acknowledges, understands and agrees that HVT may be or become non-transferable following Holder's acceptance of HVT pursuant to the Token Distribution or thereafter, whether by reason of technical error or inability, and/or may not be exchangeable.
30. Holder acknowledges, understands and agrees that the following further risks relate to the governance and/or operations of the HVT and HireVibes DAC: (a) Insufficient capacity to effectively implement activity and decisions of the HireVibes DAC; (b) Crypto market crash and/or insufficient funds to cover operating costs of HireVibes DAC; (c) Governance of HireVibes DAC being subject to the control by small self interested groups; (d) DDoS or "flood attacks"; (e) Regulatory and Legal threats; (f) Inappropriate content on HireVibes platform; (g) Governance paralysis or other inability to reach quorum or effect governance decisions; (h) Difficulties arising from available funds to pay for infrastructure.(i) Delays in implementation of HireVibes Dapp or HireVibes DAC software.
31. Holder acknowledges, understands and agrees that the regulatory status of decentralised autonomous communities, cryptographic tokens, digital assets, blockchain technology and distributed ledger technology is unsettled and/or unclear in many jurisdictions, and it is difficult to predict how or whether international, governmental, regulatory and judicial authorities will regulate such technologies and organisations and how or whether such international, governmental, regulatory and judicial authorities may interpret or modify existing laws, regulations or rules that affect such matters. Holder acknowledges, understands and agrees that such interpretation or modification may

have adverse consequences to the HVT, and their holders and usage thereof, and the HireVibes DAC; such interpretations and modifications including but not limited to characterising the HVT as regulated financial instruments or characterising the HireVibes DAC as a regulated investment vehicle. Holder acknowledges, understands and agrees the HireVibes DAC may cease operations in any jurisdiction, and discontinue Membership of any persons residing or affected by any jurisdiction, in the event that the laws or regulations in such jurisdictions render it unlawful or commercially undesirable to maintain any link with such jurisdictions.

32. Holder acknowledges, understands and agrees that the embryonic nature of decentralised autonomous communities, cryptographic tokens, digital assets, blockchain technology and distributed ledger technology may result in increased and/or disproportionate oversight and scrutiny from international, governmental, regulatory and judicial authorities with respect the Tokens (or persons or entities related to or interacting therewith) and that there can be no assurance that such authorities will not examine same.

Important Disclaimers

33. The T&C, Website, Token Distribution and Membership of the HireVibes DAC are not intended to, and shall not, be considered as an invitation to any person enter into an Investment and are not intended to, and do not, constitute or relate in any way as an offering of securities in any jurisdiction. Neither the T&C nor the Website includes or contains any information that may or should be considered a recommendation or that may be used as a basis for any investment decision.
34. Any information in the T&C or Website is given for general information purpose only and neither HireVibes Development LLC, HireVibes DAC or any Member, employee, officer, director, consultant, advisor, parent, subsidiary affiliate, servant or agent, past, present or future, thereof, shall be construed as providing any representation or warranty as to the accuracy and completeness of such information.
35. The Tokens are not, and are not intended to be, shares or securities of any type and do not entitle the holder thereof to any ownership or other interest in HireVibes Development LLC or any person or entity related thereto, and are merely the representation of the holder's staked HVT, entitlement to Membership of the HireVibes DAC and the means by which the governance of the HireVibes DAC is effect.
36. Neither the T&C nor the Website contains, or should be considered to, contain any representations, warranties, promises or guarantees, express, implied or statutory, arising or related to HVT, the HireVibes Dapp, HireVibes DAC and same are expressly disclaimed, including but not limited to any representations, warranties, promises or guarantees, express, implied or statutory, relating to title, non infringement, merchantability, usage, suitability or fitness for any particular purpose, or as to workmanship or technology (including technical coding), or the absence of any defects, whether latent or patent.
37. By receiving HVT, Holder accepts the T&C, including but not limited to the waiver by Holder of any claim, right or remedy that Holder may otherwise have at law, equity or otherwise, against HireVibes Development LLC, HireVibes DAC and any employee, officer, director, consultant, advisor, parent, subsidiary affiliate, servant or agent, past, present or future, thereof, arising out of or related to the usage of the HVT or Membership of the HireVibes DAC, save and except with respect to the benefits and obligations expressly set out in the Constitution.
38. HireVibes Development LLC shall use best endeavours and make provisions for the development, launching and servicing to the decentralised autonomous community, the software and blockchain tokens to enable Membership of the decentralised autonomous community, effect automated governance thereof and the operations of the decentralised autonomous community, all as described in the Constitution and the Website. There is, however, no guarantee (and any such guarantee is expressly disclaimed by the T&C) that such decentralised autonomous community, software and blockchain token and/or operations shall be successfully delivered or realised as described in this T&C, the Constitution or the Website, or at all. Holder acknowledges, understands and agrees to said risks, and further, to the fullest extent permitted by law, and in relation to same, expressly waives, relinquishes and releases, as against HireVibes Development LLC, or HireVibes DAC and any Member, employee, officer, director, consultant, advisor, parent, subsidiary affiliate, servant or agent,

- past, present or future, thereof (collectively “Disclaimed Parties”), any claim, right or remedy that Holder may otherwise have at law, equity or otherwise.
39. To the fullest extent permitted by law, and except as otherwise expressly stated in this T&C, the Disclaimed Parties disclaim any representations, warranties, promises or guarantees arising out of or related to HireVibes Development LLC, the Token Distribution, the Website, the HVT and Membership of the HireVibes DAC, and further, to the fullest extent permitted by law, and in relation to same, Holder expressly waives, relinquishes and releases, as against the Disclaimed Parties, any claim, right or remedy that Holder/Member may otherwise have at law, equity or otherwise.
 40. Holder expressly acknowledges, understands and agrees that it is receiving and holding the HVT and or maintaining Membership of the HireVibes DAC, at Holder's sole risk and that same are provided to, and used and acquired by, Holder on an “AS IS” and “AS AVAILABLE” basis without any representations, warranties, promises or guarantees whatsoever by the Disclaimed Parties and Holder shall have relied on its own examinations and investigations thereof and further, to the fullest extent permitted by law, and in relation to same, Holder expressly waives, relinquishes and releases, as against the Disclaimed Parties, any claim, right or remedy that Holder may otherwise have at law, equity or otherwise.
 41. Holder expressly acknowledges, understands and agrees that HireVibes DAC may be considered an unincorporated association and, notwithstanding any provisions of the T&C or Constitution, any liabilities incurred by or attributed to the HireVibes DAC may be considered as the unlimited liabilities of each Holder and Member of the HireVibes DAC, jointly or severally.

Limitation of Liability

42. To the fullest extent permitted by applicable law, neither HireVibes Development LLC, HireVibes DAC, nor any, employee, officer, director, consultant, advisor, parent, subsidiary affiliate, servant or agent, past, present or future, thereof (“Released Parties”), assumes any liability or responsibility for any loss arising or related to the Token Distribution or any transfer or assignment of HVT, or any technical, interruption or malfunction of thereof.
43. To the fullest extent permitted by applicable law, Holder disclaims any right or cause of action against the Released Parties, of any kind and in any jurisdiction, that would give rise to any damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues, profits, data, use, goodwill or other intangible losses (collectively, “Damages”) whatsoever, on the part of any of the Released Parties. Each of the Released Parties shall not be liable to Holder for any type of Damages, even if and notwithstanding the extent any of the Released Parties has been advised of the possibility of such Damages. Holder agrees not to seek any compensation or reimbursement from any of the Released Parties, regardless of the reason, and regardless of whether the reason is identified in the T&C.
44. Without prejudice to the foregoing, in no circumstances shall the aggregate liability of the Released Parties exceed the amount of monetary value received by HireVibes Development LLC or HireVibes DAC (if any), whether in contract, warrant, tort or other theory, for Damages to Holder under this T&C in exchange for the Member's acceptance and holding of the Tokens pursuant to the Token Distribution. .
45. Holder acknowledges, understands and agrees that none of the Released Parties shall be liable, and such Released Parties disclaim all liability to Holder, in connection with any force majeure event, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related technology.
46. To the fullest extent permitted by applicable law, Holder releases the Released Parties from any and all responsibility, liability, claims, demands, and/or Damages of every kind and nature, known and unknown (including, but not limited to, claims of negligence), including but not limited to claims

arising out of or related to disputes between Holders/Members and the acts or omissions of third parties, save and except with respect to the benefits and obligations expressly set out in the Constitution.

Transfer of Tokens

47. Member acknowledges, understands and agrees that Membership of the HireVibes DAC is dependant on the holder having HVT Staked and is forfeited upon Unstaking or transfer or assignment of holders HVT.
48. As at the date of Unstaking or transfer of the HVT, as determined in accordance with the Constitution, the transferee thereof who Stakes their HVT shall be entitled and subject to all unrealised benefits and obligations accruing to or with respect to the Staked Tokens and in the Membership of the HireVibes DAC at such date and all benefits and obligations thereafter, and the transferor shall, as at said date of Unstaking or transfer and thereafter, cease to be entitled or subject to any benefits or obligations with respect to the Unstaked or transferred HVT, or in the Membership of the HireVibes DAC.
49. As at the date of transfer of HVT, the transferee thereof shall, upon acceptance and holding of such HVT, be bound by the terms and conditions of the T&C and upon Staking HVT, Membership of HireVibes DAC and be bound by the terms and conditions of the T&C and the Constitution.

Agreement and Severability

50. This T&C, including any exhibits attached hereto and the materials incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between such parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by any of HireVibes Development LLC, HireVibes DAC or any employee, officer, director, consultant, advisor, parent, subsidiary affiliate, servant or agent, past, present or future, thereof.
51. If any of the provisions of this T&C are deemed to be invalid, void or unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

Electronic Communications

52. Holder agrees and acknowledges that all agreements, notices, disclosures and other communications provided to Holder pursuant to the T&C or in relation to Holder's acceptance and holding of HVT, including but not limited Holder's acceptance and holding of HVT pursuant to the Token Distribution, may be provided to Holder in electronic form.

Applicable Law

53. The governing law for the purposes only of the interpretation and construction of the provisions of the T&C, and the contractual relations created thereby, shall be the laws of Anguilla.

Dispute Resolution

54. Informal Dispute Resolution: HireVibes Customer Service will make every effort to resolve any dispute, controversy or claim. Before serving a demand for arbitration of a Claim, you agree to first Notify HireVibes Customer Service of the Dispute by email to Support@HireVibes.io, and HireVibes Customer Service agrees to provide to you at your email address; acknowledgment of the Dispute on file (in each case, a "Notice") and seek informal resolution of the Claim. Any Notice from you must include your name, pertinent information, a brief description of the Claim, and your contact information, so that HireVibes Customer Service may evaluate and attempt to informally resolve the Claim. HireVibes Customer Service will have 90 days from the date of the receipt of the Notice to informally resolve the party's Claim, which, if successful, will avoid the need for further action. Holder agrees to cooperate in good faith with HireVibes customer service to resolve any dispute, controversy or claim arising out of, relating to or in connection with HireVibes DAC, HVT and or T&C, If the parties to any Dispute are unable to resolve a Dispute within ninety (90) days of

notice of such Dispute being received by all parties thereof, such Dispute shall be finally settled by Binding Arbitration, as defined hereinafter.

55. Binding Arbitration: Any Dispute not resolved by HireVibes Customer Service within 90 days as set forth herein before shall be referred to and finally resolved by arbitration under the London Court of international Arbitration (LCIA) rules in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the parties to such arbitration. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be three.

The seat, or legal place, of arbitration shall be the place of the selected Arbitrator.

The language to be used in the arbitral proceedings shall be English.

The governing law of the contract shall be the substantive law of Anguilla.

Each party to arbitration shall pay their respective fees and expenses.

56. No Class Arbitrations, Class Actions or Representative Actions: Any dispute arising out of or related to the T&C shall be personal to the parties to the arbitration and shall not be brought as a class arbitration, class action or any other type of representative proceeding. There shall be no class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, and to the furthest extent permitted by applicable law, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.