

Terms of Use Agreement

Effective Date: March 11th, 2020

Welcome to Hello Temp at www.hellotemp.com (the “**Platform**”). This platform is operated by Hello Temp, Inc. (“**we,**” “**us,**” “**our,**” or “**Hello Temp**”). The following terms and conditions (together with any documents referred to in them) (collectively, these “**Terms**”) apply to your use of our website and platform, including any content, functionality, and services offered on or through the website or platform or through any mobile application we develop utilizing the tools from the website, whether as a guest or a registered user (collectively, our “**System**”).

Your use of our System means that you accept and agree to these Terms of Use and our Privacy Policy. If you do not agree to these Terms or our Privacy Policy, do not use or access the System.

This System is offered and available to users who are 18 years of age or older and reside in the United States. By using this System, you represent and warrant that you are of legal age to form a binding contract with Hello Temp and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the System. Users may not be agents or parties for any other staffing firm.

We may revise and update these Terms of Use in our sole discretion, and will post any updates to the Terms of Use on the website. All changes are effective immediately when we post them, and apply to all access to and use of the website thereafter. Your continued use of our Site or System, or any other service provided through www.hellotemp.com, means that you accept and agree to the modified Terms of Use.

Hello Temp System

Hello Temp helps connect businesses (a “**Business**”) and job candidates (“**Candidates**”) through its System by enabling Candidates to create and post profiles viewable to Businesses with a subscription to the System. Businesses may create a job posting that generates a candidate search (a “**Job Posting**”), and eligible Candidates may view and respond to the job posting. Businesses and Candidates may coordinate an interview and Businesses may make an offer for a work assignment. **Job Postings are confidential and Candidates may not share any information about Job Postings with third parties such as staffing firms or other Candidates.**

Once a potential match between Business and a Candidate is made, a separate Staffing Agreement, Offer Letter, and Employment Agreement (the “**Work Agreements**”) will govern the relationship between the Candidate, the Business, and Hello Temp and the work performed thereunder. These Terms of Use govern how Candidates and Businesses use the System. Further, activities such as entering time or access to employment-related information will be done through separate third-party websites, which are governed by a separate Terms of Use. **OFFERS FOR WORK ASSIGNMENTS ARE CONDITIONAL AND MAY BE SUBJECT TO CANDIDATE’S SUCCESSFUL COMPLETION OF A BACKGROUND CHECK AT THE BUSINESS’S DISCRETION. BACKGROUND CHECKS WILL BE ASSESSED IN HELLO TEMP’S SOLE DISCRETION.**

Reviews

Reviews are an important part of the Hello Temp System, and by using the System, Candidates agree to be reviewed by Businesses. Candidates agree to hold harmless Hello Temp and Businesses from any and all claims related to a review; provided that nothing in these Terms shall prohibit any

individual from enforcing any right, or bringing any claim, before any government agency; provided further that in connection with any such activity or claim Candidates agree they have waived any and all rights to collect money damages or awards of any kind.. Businesses agree to provide only reviews that are based on accurate presentation of objective facts and to identify their subjective responses and opinions regarding such facts as such to the best of their abilities.

Obligations and Acknowledgements

Candidates and Businesses must provide accurate factual information and accurately represent all information associated with their profiles and postings, including but not limited to their job postings, skillset, and previous employment experience. **CANDIDATES AND BUSINESSES ARE SOLELY RESPONSIBLE FOR MAINTAINING THE ACCURACY AND COMPLETENESS OF ALL INFORMATION IN THEIR PROFILE, POSTINGS, AND COMMUNICATIONS. HELLO TEMP IS NOT RESPONSIBLE FOR INACCURATE OR OUT OF DATE INFORMATION IN A CANDIDATE'S OR BUSINESS' PROFILE, POSTINGS, OR COMMUNICATIONS.**

Candidates understand they are free to accept or reject interviews and work assignments. Nothing in these Terms guarantees Candidates any interviews or offers for work assignments or Businesses placements for their work assignments.

Accessing the Site

We reserve the right to withdraw or amend this System, and any service or material we provide on the System, in our sole discretion without notice. We will not be liable if for any reason all or any part of the System is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the System, or the entire System, to users, including registered users.

Account and Account Security

To access the System, you will be asked to provide certain registration details or other information. It is a condition of your use of the System that all the information you provide on the System is correct, current, and complete. You agree that all information you provide to register with this System or otherwise, including but not limited to, through the use of any interactive features on the System, is governed by our Privacy Policy <https://www.hellotemp.com/privacy-policy>, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this System or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Monthly Subscription

Businesses may not make Job Postings until the Business has fully paid the Hello Temp subscription fee (the “**Subscription Fee**”). A Business is responsible for updating Hello Temp with any change in payment information or when payment information is expired.

Businesses may choose from subscription options listed on the Platform. The Subscription Fee is not refundable for any termination of these Terms. A Business shall be automatically charged the subscription at renewal if no notice or cancellation is given in writing to info@hellotemp.com no later than 14-days prior to the renewal date. Unless such notice is received in writing no later than fourteen days prior to the renewal date, Hello Temp will renew the Business’s subscription level based on the current plan. Hello Temp will charge a Business using their payment information on file.

Background Checks

A Business may require Candidates to pass a background check administered by a third-party vendor, subject to Candidate's lawful consent (“**Background Check**”). Hello Temp may order these Background Checks after a conditional offer is made, at the Business’s discretion.

BY USING OUR PLATFORM, YOU AGREE TO PERMIT HELLO TEMP TO PERFORM BACKGROUND CHECKS AS DESCRIBED IN THIS SECTION. IF YOU DO NOT CONSENT TO BACKGROUND CHECKS, YOU MAY NOT USE OR ACCESS THE PLATFORM.

Businesses acknowledge that Hello Temp has no obligation to perform Background Checks on any Candidates and that such Background Checks are not guarantees of a Candidate’s eligibility or the accuracy of the information provided by a Candidate. Background Checks may be limited or out-of-date, and any reliance on the information provided in a Background Check or by a Candidate is at your own risk.

Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use the System. As a condition of your use of the System, you warrant that you will not use the System for any purpose that is unlawful or prohibited by these Terms. You may not use the System in any manner which could damage, disable, overburden, or impair the System, or interfere with any other party’s use and enjoyment of the System. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the System.

All content included as part of the System, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the System, is our property or the property of our suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends, or other restrictions contained in any such content, and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the System. Our content is not for resale. Your use of the System does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and

will make no other use of the content without our express written permission. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to our intellectual property or our licensors, except as expressly authorized by these Terms.

User Content on the System

To the extent portions of the Site allow you to comment or otherwise post regarding content on the Site (“**User Content**”), you may not post User Content that:

- Violates any copyright, trademark rights, patent rights, rights in know-how, privacy or publicity rights, trade secret rights, confidentiality rights, contract rights, or other rights of any individual or legal entity;
- Is harmful; hateful; threatening; abusive; discriminatory or harassing; defamatory or libelous; sexually explicit, vulgar, lewd, obscene, or pornographic; racially, ethnically, or otherwise objectionable or offensive; inappropriate; or inflammatory;
- You know (or reasonably should know) is false, deceptive, or misleading;
- Contains information that could be used for identity theft purposes, such as social security numbers, credit card, bank account, or other financial information, driver’s license numbers, security codes, or passwords;
- Links to materials or other content, directly or indirectly, to which you do not have a right to link or that violates these restrictions; or
- Violates or promotes the violation of any applicable local, state, national, or international law.

By posting User Content on the System, you are granting us a non-exclusive, worldwide, full paid-up and royalty-free, fully assignable, transferable, and sub-licensable license to use, copy, perform and display publicly, distribute, and prepare derivative works based on User Content, in whole or in part, throughout the universe in any form, format, or medium now or hereafter known. By posting User Content on the System, you represent and warrant that you own or control all rights in and to the User Content and have the right to grant the license granted above to us, and that the posting of your User Content does not violate these Terms of Use or applicable laws.

Hello Temp does not and shall not have any obligation to review User Content, and therefore we do not guarantee the accuracy, integrity, or quality of User Content and we cannot assure you that harmful, inaccurate, deceptive, offensive, threatening, defamatory, unlawful, or otherwise objectionable User Content will not appear on our System. We do, however, reserve the right to review any or all User Content in our sole discretion. In addition, we reserve the right to alter, edit, remove, or take any other action we deem necessary and appropriate with respect to any User Content, in whole or in part, at our sole discretion.

UNDER NO CIRCUMSTANCES SHALL HELLO TEMP OR ITS AFFILIATES BE LIABLE IN ANY WAY FOR ANY USER CONTENT POSTED ON OR MADE AVAILABLE THROUGH THE SYSTEM. We do not control, have no obligation to monitor, and are not responsible for what users post, and are not responsible for any offensive, inappropriate, obscene, unlawful, infringing, or otherwise objectionable or illegal User Content on the System.

Reliance on Information Posted

The information presented on or through the System is made available solely for general

information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the System, or by anyone who may be informed of any of its contents.

Links to Other Websites and Connecting through Social Media

The System may contain hyperlinks to websites operated by third parties. We do not control such websites and will not be responsible for their content, or for any breach of contract, or any intentional or negligent action on the part of such third parties, which results in any loss, damage, delay, or injury to you or your companions. Inclusion of any linked website on the System does not imply or constitute approval or endorsement of the linked website by us. If you decide to leave the System to access these third-party sites, you do so at your own risk. All rules, policies (including privacy policies), and operating procedures of websites operated by third parties will apply to you while on such sites. We are not responsible for information provided by you to third parties.

Indemnification

You agree to indemnify, defend, and hold harmless Hello Temp, its officers, directors, employees, agents, and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the System, any claim that your content violates the intellectual property rights of a third party, your violation of these Terms, or your violation of any rights of a third party or your violation of any applicable laws, rules, or regulations. We reserve the right, at our own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with us in asserting any available defenses.

Electronic Communications

Visiting the Site, using the System, or sending emails to us constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email, and on the System, satisfy any legal requirement that such communications be in writing. To opt out of receiving marketing emails from us, follow the "unsubscribe" link on the email to change your user preferences. There are certain system-generated and legal notices that you cannot opt out of without deactivating your account.

Warranty and Limitation of Liability

HELLO TEMP AND/OR ITS AFFILIATES OR SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS CONTAINED ON THE SYSTEM FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. HELLO TEMP AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SYSTEM AND RELATED INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HELLO TEMP AND/OR ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SYSTEM, WITH THE DELAY OR INABILITY TO USE THE SYSTEM, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS OBTAINED THROUGH THE SYSTEM, OR OTHERWISE ARISING OUT OF THE USE OF THE SYSTEM OR THE APPLICATION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF HELLO TEMP OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SYSTEM, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SYSTEM.

Geographic Restrictions

Hello Temp is based in the United States. We provide this System for use only by persons located in the United States. We make no claims that the System or any of its content is accessible or appropriate outside of the United States. Access to the system may not be legal by certain persons or in certain countries. If you access the System from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Governing Law, Venue and Jurisdiction

These Terms shall be treated as though they were executed and performed in Minnesota, and shall be governed by the laws of the State of Minnesota and the laws of the United States without regard to conflict of law principles. Any claim or dispute related to the System or under these Terms of Use, the Privacy Policy, and any legal notices on this System, must be instituted within one (1) year after the claim arose (if multiple claims, from the date the first claim arose), or be forever waived and barred. You agree that you will bring any claims in, and submit to the exclusive jurisdiction of, the state and federal courts located in the County of Hennepin, in the State of Minnesota.

Term and Termination

These Terms remain in force so long as users continue to access or use the System or until terminated by any party. Hello Temp may terminate this Agreement for any reason at any time and you may terminate by deleting your profile and discontinuing all of the Hello Temp's services. Hello Temp reserves the right, in its sole discretion, to suspend or terminate users' profiles and access to or use of the System at any time if Hello Temp believes users have acted in violation of these Terms, Hello Temp's Privacy Policy, or applicable law, or have attempted to interfere with the System, or have acted with intent to annoy, abuse, threaten, or harass any other person. Upon termination, users' access to the System will cease.

Waiver and Severability

No waiver by Hello Temp of any term or condition set out in these Terms of Use shall be deemed

a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Hello Temp to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use, and our Privacy Policy constitute the sole and entire agreement between you and Hello Temp regarding the System and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the System.

Contact Information

To contact us, email us at [**info@hellotemp.com**](mailto:info@hellotemp.com)