

MiPLOY, LLC

U.S. Privacy Policy

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IMPORTANT: PLEASE BE ADVISED THAT BY AGREEING TO THESE TERMS YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND WAIVING YOUR RIGHT TO HAVE A JURY TRIAL ON YOUR CLAIMS.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN PROVISIONS THAT GOVERN HOW YOU CAN BRING CLAIMS BETWEEN YOU AND MiPLOY, INCLUDING THE [ARBITRATION AGREEMENT](#) IN SECTION 2 BELOW. THE ARBITRATION AGREEMENT REQUIRES YOU TO RESOLVE ALL DISPUTES WITH MiPLOY ON AN INDIVIDUAL BASIS AND, WITH LIMITED EXCEPTIONS, THROUGH FINAL AND BINDING ARBITRATION. THESE TERMS OF SERVICE OUTLINE HOW SUCH CLAIMS ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE THE EFFECTIVE DATE OF THESE TERMS OF SERVICE. BY AGREEING TO THESE TERMS OF SERVICE, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THEM AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

These Terms of Service (“Terms of Service”) constitute a legally binding agreement between you and MiPLOY LLC, and its subsidiaries, representatives, affiliates, officers and directors (collectively, “MiPLOY”) governing your use of MiPLOY’s personalized, labor employment platform.

Notwithstanding the foregoing, if you choose, now or in the future, to provide day labor services (e.g. construction, hauling, moving or landscaping,), these Terms of Service do not supersede or otherwise impact the enforceability of any agreements you may have with MiPLOY or its subsidiaries regarding such Third-Party Services (e.g., the Platform Access Agreement, the Technology Services Agreement and/or any similar agreements). To the extent (but only to the extent) any agreement you may have with MiPLOY regarding Third-Party Services you provide conflicts with these Terms of Service, those agreements (and not these Terms of Service) will prevail with respect to any disputes arising from your provision of Third-Party Services; otherwise, any relevant provisions in these Terms of Service apply.

1. Contractual Relationship; Termination; and Modification

In addition to these Terms of Service, your access to, and use of the Services is also governed by the applicable terms found on our website. These include but are not limited to: the [Privacy Notice](#), which describes how we collect, use, and disclose your personal information; the [User Generated Content Terms](#); [Community Guidelines](#); [Referral Policies](#); the [ADT Mobile Security Monitoring Terms](#) and MiPLOY's other applicable MiPLOY standards and policies (including, without limitation, MiPLOY's safety standards).

Collectively, we refer to these Terms of Service and the Supplemental Terms as the "Terms." These Terms govern your access or use, from within the United States and its territories and possessions, of the Services made available in the United States and its territories and possessions (the "Territory"). If you use the Services in another country, you agree to be subject to MiPLOY's terms of service for that country. In these Terms, the words "including" and "include" mean "including, but not limited to."

By accessing or using the Services, you confirm your agreement to be bound by these Terms. If you do not agree to these Terms, do not access or use the Services.

Termination.

MiPLOY, in its sole discretion, may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Modification.

MiPLOY reserves the right to modify these Terms or its policies relating to the Services at any time, effective upon posting of an updated version of these Terms through the Services or MiPLOY's website. You should regularly review these Terms, as your continued use of the Services after any such changes constitutes your agreement to such changes.

2. Arbitration Agreement

By agreeing to these Terms, you agree that you are required to resolve any claim that you may have against MiPLOY on an individual basis in binding arbitration as set forth in this Arbitration Agreement, and not as a class, collective, coordinated, consolidated, mass and/or representative action. Binding arbitration is a procedure in which a dispute is submitted to one or more arbitrators who make a binding decision on the dispute. In choosing binding arbitration, you and MiPLOY are opting for a private dispute resolution procedure where you agree to accept the arbitrator's decision as final instead of going to court. You and MiPLOY are each waiving your right to a jury trial.

This Arbitration Agreement will preclude you from bringing any class, collective, coordinated, consolidated, mass, and/or representative action against MiPLOY, and also preclude you from participating in or recovering relief in any current or future class, collective, coordinated, consolidated, mass and/or representative action brought against MiPLOY by someone else—except as provided below in Section 2(a)(3)(c). Thus, the parties agree that the Arbitrator shall not conduct any form of class, collective, coordinated, consolidated, mass, and/or representative arbitration, nor join, coordinate, or consolidate claims of multiple individuals against MiPLOY in a single proceeding—except as provided below in Section 2(a)(3)(c). For the avoidance of doubt, except as provided below in Section 2(a)(3)(c), this Arbitration Agreement precludes you from bringing or participating in any kind of class, collective, coordinated, consolidated, mass, and/or representative or other kind of group, multi-plaintiff or joint action against MiPLOY, other than participating in a classwide, collective, coordinated, consolidated, mass, and/or representative settlement of claims.

(a) Agreement to Binding Arbitration Between You and MiPLOY.

(1) Covered Disputes: Except as expressly provided below in Section 2(b), you and MiPLOY agree that any dispute, claim, or controversy in any way arising out of or relating to (i) these Terms and prior versions of these Terms, or the existence, breach, termination, enforcement, interpretation, scope, waiver, or validity thereof; (ii) your

access to or use of the Services at any time; (iii) incidents or accidents resulting in personal injury or death to you or anyone else that you allege occurred in connection with your use of the Services (including, but not limited to, your use of the MiPLOY Marketplace Platform or the driver version of the MiPLOY App), regardless of whether the dispute, claim, or controversy occurred or accrued before or after the date you agreed to these Terms, and regardless of whether you allege that the personal injury or death was experienced by you or anyone else; and (iv) your relationship with MiPLOY, will be settled by binding individual arbitration between you and MiPLOY, and not in a court of law. This Arbitration Agreement survives after your relationship with MiPLOY ends.

(2) Class Action Waiver: Any and all disputes, claims, or controversies between the parties shall be resolved only in individual arbitration. The parties expressly waive the right to have any dispute, claim, or controversy brought, heard, administered, resolved, or arbitrated as a class, collective, coordinated, consolidated, and/or representative action, and neither an arbitrator nor an arbitration provider shall have any authority to hear, arbitrate, or administer any class, collective, coordinated, consolidated, and/or representative action, or to award relief to anyone but the individual in arbitration. The parties also expressly waive the right to seek, recover, or obtain any non-individual relief. Notwithstanding anything else in this agreement, this Class Action Waiver does not prevent you or MiPLOY from participating in a class wide, collective, and/or representative settlement of claims.

The parties further agree that if for any reason a claim does not proceed in arbitration, this Class Action Waiver shall remain in effect, and a court may not preside over any action joining, coordinating, or consolidating the claims of multiple individuals against MiPLOY in a single proceeding, except that this Class Action Waiver shall not prevent you or MiPLOY from participating in a class wide, collective, and/or representative settlement of claims. If there is a final judicial determination that any portion of this Class Action Waiver is unenforceable or unlawful for any reason, (i) any class, collective, coordinated, consolidated, and/or representative claims subject to the unenforceable or unlawful portion(s) shall proceed in a court of competent jurisdiction; (ii) the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration; (iii) the unenforceable or unlawful portion(s) shall be severed from this Arbitration Agreement; and (iv) severance of the unenforceable or unlawful portion(s) shall have no impact whatsoever on the enforceability, applicability, or validity of the Arbitration Agreement or the arbitrability of any remaining claims asserted by you or MiPLOY.

(3) Mass Actions:

a. Mass Action Waiver: Any and all disputes, claims, or controversies between the parties shall be resolved only in individual arbitration. The parties expressly waive the right to have any dispute, claim, or controversy brought, heard, administered, resolved, or arbitrated as a mass action, and neither an arbitrator nor an arbitration provider shall have any authority to hear, arbitrate, or administer any mass action or to award relief to anyone but the individual in arbitration—except as provided below in Section 2(a)(3)(c). The parties also expressly waive the right to seek, recover, or obtain any non-individual relief. The parties agree that the definition of a “Mass Action” includes, but is not limited to, instances in which you or MiPLOY are represented by a law firm or collection of law firms that has filed 50 or more arbitration demands of a substantially similar nature against the other party within 180 days of the arbitration demand filed on your or MiPLOY’s behalf, and the law firm or collection of law firms seeks to simultaneously or collectively administer and/or arbitrate all the arbitration demands in the aggregate. Notwithstanding anything else in this agreement, this Mass Action Waiver does not prevent you or MiPLOY from participating in a mass settlement of claims.

b. Dispute Procedure: Notwithstanding any provision to the contrary in the applicable arbitration provider’s rules, the arbitrator shall be empowered to determine whether the party bringing any claim has filed a Mass Action in violation of the Mass Action Waiver. Either party shall raise with the arbitrator or arbitration provider such a dispute within 15 days of its arising. If such a dispute arises before an arbitrator has been appointed, the parties agree that (i) a panel of three arbitrators shall be appointed to resolve only disputes concerning whether the party bringing any claim has filed a Mass Action in violation of the Mass Action Waiver. Each party shall select one arbitrator from the arbitration provider’s roster to serve as a neutral arbitrator, and these arbitrators shall appoint a third neutral arbitrator. If the parties’ arbitrators cannot agree on a third arbitrator, the arbitration provider will select the third arbitrator; (ii) MiPLOY shall pay any administrative fees or costs incidental to the appointment of Arbitrators under this provision, as well as any fees or costs that would not be incurred in a court proceeding, such as payment of the fees of the arbitrators, as well as room rental; (iii) the arbitrators shall issue a written decision with findings of fact and conclusions of law; and (iv) any further arbitration proceedings or assessment of arbitration-related fees shall be stayed pending the arbitrators’ resolution of the parties’ dispute. If the arbitrator or panel of arbitrators determines that you have violated the Mass Action Waiver, the parties shall have the opportunity to opt out of arbitration within 30 days of the arbitrator’s or panel of arbitrator’s decision. You may opt out of arbitration by providing written notice of

your intention to opt out to the arbitration provider and to MiPLOY Technologies, Inc., Attn: Levine & Blit, PLLC, 800 Westchester Avenue, Suite S-322, Rye Brook, NY 10573 via UPS, Fed Ex, or USPS Priority Mail or hand delivery. This written notice must be signed by you, and not any attorney, agent, or other representative of yours. MiPLOY may opt out of arbitration by sending written notice of its intention to opt out to the arbitration provider and to you or your attorney, agent, or representative if you are represented. For the avoidance of doubt, the ability to opt out of arbitration described in this Section 2(a)(3)(b) only applies if the arbitrator or panel of arbitrators determines that you have violated the Mass Action Waiver. If the parties proceed with arbitration, the parties agree that arbitrations will be batched as provided in Section 2(a)(3)(c) below.

c. Batching:

i. To increase efficiency of resolution in the event a Mass Action is filed and neither party exercises its right to opt out of arbitration pursuant to Section 2(a)(3)(b) above, the following procedure shall apply. At the request of either party, an arbitrator shall be selected according to the applicable arbitration provider's rules to act as a special master ("Special Master") to resolve threshold disputes regarding the propriety of some or all the arbitration demands submitted in the Mass Action ("Mass Arbitration Demands"). These threshold disputes may include, but are not limited to:

1. Any dispute regarding filing fees owed with respect to the Mass Arbitration Demands, including whether claimants have submitted valid fee waivers;
2. Any dispute regarding whether the applicable arbitration provider has complied with the Arbitration Agreement with respect to processing and administering the Mass Arbitration Demands;
3. Any dispute regarding whether the Mass Arbitration Demands meet the requirements set forth in Section 2(d) below;
4. Whether claimants are barred from proceeding with their claims based on a prior settlement agreement, violation of these Terms, or expiration of the statute of limitations;
5. Any dispute relating to representation of the same claimant by multiple law firms;
6. Any dispute regarding whether the Mass Arbitration Demands were filed with the correct arbitration provider;

7. Any dispute regarding discovery common to all claims; and
8. Any disputes regarding legal or factual issues common to all claims.

Any such request shall be made within 15 days following the expiration of the opt-out period described in Section 2(a)(3)(b), and may be made by providing written notice to the arbitration provider. Upon the request of either party to appoint a Special Master to resolve the foregoing issues, the applicable arbitration provider shall refrain from further processing any of the Mass Arbitration Demands to which a dispute has been raised. No further payment for filing fees, administrative costs, or arbitrator fees shall be deemed due with respect to any of the Mass Arbitration Demands as to which a dispute has been raised until after the dispute(s) has/have been resolved by the Special Master. MiPLOY shall be responsible for the applicable arbitration provider's and Special Master's fees and costs related to the proceedings before the Special Master.

A Special Master appointed pursuant to this procedure shall have no authority to consolidate cases.

ii. After proceedings before the Special Master have concluded, to the extent any of the Mass Arbitration Demands are permitted to proceed, the parties shall group the Mass Arbitration Demands into batches of no more than 100 demands per batch by state of residence, and then alphabetically by last name (plus, to the extent there are less than 100 arbitration demands left over after the batching described above, a final batch consisting of the remaining demands), and shall inform the arbitration provider of the batches and their compositions within 14 days of the conclusion of proceedings before the Special Master. The arbitration provider shall treat each batch of claims as one case, with each case having one demand for arbitration, one appointed arbitrator, and one set of administrative documents and administrative and filing fees per batch. The parties shall randomly assign sequential numbers to each batch, and only one batch shall proceed to arbitration at a time in the order of the random sequential numbers. A separate arbitrator will be appointed to, and administrative and filing fees assessed for, each batch as the batch proceeds to arbitration. You agree to cooperate in good faith with MiPLOY and the arbitration provider to implement such a batch approach to resolution and fees. Nothing in this provision shall be construed as limiting the right to object that the filing or presentation of multiple arbitration demands by or with the assistance of the same law firm or organization violates any term of this Agreement.

iii. If any Mass Arbitration Demands were originally processed as individual arbitration demands before this batching procedure was commenced, further proceedings, including the assessment of further arbitration filing or administration fees to either party shall be governed by the procedures set forth in this Section 2(a)(3).

(4) Delegation Clause: Only an arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, including without limitation any claim that all or any part of this Arbitration Agreement is void or voidable. An arbitrator shall also have exclusive authority to resolve all threshold arbitrability issues, including issues relating to whether these Terms are applicable, unconscionable, or illusory and any defense to arbitration, including without limitation waiver, delay, laches, or estoppel. However, only a court of competent jurisdiction, and not an arbitrator, shall have the exclusive authority to resolve any and all disputes arising out of or relating to the Class Action Waiver and Mass Action Waiver, including, but not limited to, any claim that all or part of the Class Action Waiver and/or Mass Action Waiver is unenforceable, unconscionable, illegal, void, or voidable—except that, as stated and pursuant to the procedures provided in Section 2(a)(3)(b), an arbitrator or panel of arbitrators shall have authority to determine whether the party bringing any claim has violated the Mass Action Waiver.

(5) Application to Third Parties: This Arbitration Agreement shall be binding upon, and shall include any claims brought by or against any third parties, including but not limited to your spouse, domestic partner, heirs, estate, third-party beneficiaries and assigns, where their underlying claims arise out of or relate to your use of the Services. To the extent that any third-party beneficiary to this agreement brings claims against the Parties, those claims shall also be subject to this Arbitration Agreement.

(b) Exceptions to Arbitration.

Notwithstanding the foregoing, this Arbitration Agreement shall not require arbitration of the following claims: (i) individual claims brought in small claims court so long as the matter remains in such court and advances only on an individual basis; (ii) individual claims of sexual assault or sexual harassment occurring in connection with your use of the Services; and/or (iii) injunctive or other equitable relief in Westchester County or the Southern District of New York to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

Such claims may be brought and litigated only in Westchester County, New York by you on an individual basis only. On an individual basis means that you cannot bring such claims as a class, collective, coordinated, consolidated, mass, and/or representative action against MiPLOY. For the avoidance of doubt, this precludes you from bringing claims as or participating in any kind of any class, collective, coordinated, consolidated, mass, and/or representative or other kind of group, multi-plaintiff, or joint action against MiPLOY and no action brought by you may be consolidated or joined in any fashion with any other proceeding. Where your claims are brought and litigated to completion on such an individual basis in a court of competent jurisdiction, MiPLOY agrees to honor your election.

The parties' agreement not to require arbitration in these limited instances does not waive the enforceability of this Arbitration Agreement as to any other provision (including, but not limited to, the waivers provided for in Section 2(a), which will continue to apply in court as well as in arbitration), or the enforceability of this Arbitration Agreement as to any other controversy, claim, or dispute.

(c) Rules and Governing Law.

For all disputes the parties agree that the arbitration will be administered by Scheinman Mediation and Arbitration Services. ("Scheinman") in accordance with their rules. The arbitration shall be heard by one arbitrator (the "Arbitrator") selected in accordance with the Scheinman Rules.

Notwithstanding any choice of law or other provision in these Terms, the parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* ("FAA"), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties to be bound by the provisions of the FAA for all purposes, including, but not limited to, interpretation, implementation, enforcement, and administration of this Arbitration Agreement, and that the FAA and the applicable arbitration provider's rules shall preempt all state laws to the fullest extent permitted by law. All statutes of limitations that would otherwise be applicable will apply to any arbitration proceeding. If the FAA and applicable arbitration provider's rules are found to not apply to any issue regarding the interpretation or enforcement of this Arbitration Agreement, then that issue shall be resolved under the laws of the state where you reside when you accept these Terms.

Any dispute, claim, or controversy arising out of or relating to incidents or accidents resulting in personal injury (including but not limited to sexual assault or harassment claims) or death that you allege occurred in connection with your use of the Services, whether before or after the date you agreed to the Terms, shall be governed by and construed in accordance with the laws of the state in which the incident or accident occurred.

(d) Process.

Pre-Arbitration Dispute Resolution and Notification. The parties agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost, and mutually beneficial outcome. The parties therefore agree that, before either party demands arbitration against the other, we will personally meet and confer, via telephone or videoconference, in a good-faith effort to resolve informally any claim covered by this Arbitration Agreement. Multiple individuals initiating claims cannot participate in the same informal telephonic dispute resolution conference. If you are represented by counsel, your counsel may participate in the conference, but you shall also fully participate in the conference. The party initiating the claim must give notice to the other party in writing of their intent to initiate an informal dispute resolution conference, which shall occur within 60 days after the other party receives such notice, unless an extension is mutually agreed upon by the parties. To notify MiPLOY that you intend to initiate an informal dispute resolution conference, write to MiPLOY. LLC., Attn: Legal Counsel, Levine & Blit, PLLC, 800 Westchester Avenue, Suite S-322, Rye Brooke, New York 10573, providing your name, the telephone number(s) associated with your MiPLOY account (if any), the email address(es) associated with your MiPLOY account, and a description of your claim. Engaging in an informal dispute resolution conference is a condition precedent that must be fulfilled before commencing arbitration, and the Arbitrator or court of law shall dismiss any arbitration demand or case filed before completion of an informal dispute resolution conference. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

Initiating Arbitration. In order to initiate arbitration following the conclusion of the informal dispute resolution process required by this Section, a party must provide the other party with a written demand for arbitration and file the demand with the applicable arbitration provider, as determined by Section 2(c). A party initiating an arbitration against MiPLOY must send the written demand for arbitration to MiPLOY ,

Inc., LLC, Attn: Levine & Blit, PLLC, 800 Westchester Avenue, Suite S-322, Rye Brooke, New York 10573.

By signing the demand for arbitration, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that (i) the demand for arbitration is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (ii) the claims and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (iii) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. The Arbitrator shall be authorized to afford any relief or impose any sanctions available under Federal Rule of Civil Procedure 11 or any applicable state law for either party's violation of this requirement.

(e) Location.

Arbitration will be conducted at Scheinman Mediation and Arbitration. All parties waive location challenges. Your right to a hearing will be determined by the applicable arbitration provider's rules. Subject to the applicable arbitration provider's rules, the Arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

(f) Offers of Judgment.

At least 10 days before the date set for the arbitration hearing, any party may serve an offer in writing upon the other party to allow judgment on specified terms. If the offer is accepted, the offer with proof of acceptance shall be submitted to the arbitrator, who shall enter judgment accordingly. If the offer is not accepted prior to the arbitration hearing or within 30 days after it is made, whichever occurs first, it shall be deemed withdrawn, and cannot be given in evidence upon the arbitration. If an offer made by one party is not accepted by the other party, and the other party fails to obtain a more favorable award, the other party shall not recover their post-offer costs and shall pay the offering party's costs from the time of the offer.

(g) Arbitrator's Decision.

The Arbitrator will render an award within the time frame specified in the applicable arbitration provider's rules. Judgment on the arbitration award may be entered in any court of competent jurisdiction. The Arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. An Arbitrator's decision shall be final and binding on all parties.

The Arbitrator is not bound by decisions reached in separate arbitrations, and the Arbitrator's decision shall be binding only upon the parties to the arbitration that are the subject of the decision.

The Arbitrator shall award reasonable costs incurred in the arbitration to the prevailing party.

(h) Fees.

All fees shall be governed by the AAA commercial claims provision.

If you have a gross monthly income of less than 300% of the federal poverty guidelines, you are entitled to a waiver of arbitration fees and costs, exclusive of arbitrator fees. If you believe that you meet the requirements to obtain a fee waiver, and your demand for arbitration arises outside of California, then you may request a fee waiver only by submitting to the arbitration provider AO 240, Application to Proceed in District Court Without Prepaying Fees or Costs ([found here](#)), or a declaration under oath containing all the information required by AO 240; if your demand for arbitration arises in California, then you must submit a declaration under oath providing your monthly income and the number of persons in your household.

Any and all disputes regarding a party's obligation to pay any arbitration fees or costs that arise after an arbitrator is appointed shall be determined solely by the arbitrator.

(i) Severability and Survival.

If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, (i) the unenforceable or unlawful provision shall be severed from these Terms; (ii) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of the Arbitration Agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement; and (iii) to the extent that any claims must therefore proceed on

a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

(i) In the event you or your counsel bi-pass the mediation or arbitration requirements and commence a proceeding in Court of Law contrary to the provisions set forth above, you agree to compensate MiPLOY for any legal fees and costs expended in dismissing said claim and forcing it back to either mediation and/or arbitration.

3. The Services

The Services enable you and other consumers to find, request, or receive (i) Third-Party Services from third party service providers, ("Third-Party Providers"); (ii) related personalized content, including features, recommendations and advertisements for products or services tailored to your needs and interests; and (iii) certain supporting services, including providing you the ability to express certain preferences about the Third-Party Services or Third-Party Providers, payment processing and customer support. Unless otherwise agreed by MiPLOY in a separate written agreement with you, these Services are made available solely for your personal, noncommercial use.

Once you make a request, MiPLOY notifies Third-Party Providers that an opportunity is available so that the Third-Party Provider may complete your request. It is up to the Third-Party Provider to decide whether or not to offer Third-Party Services to you or at all, and it is up to you to decide whether or not to accept such services from a Third-Party Provider. Please note that once your request for the Services has begun, you may no longer have the option to reschedule or cancel. If MiPLOY is able to reschedule or cancel your request, you may be charged a fee and/or may not be refunded for items that have been purchased on your behalf.

App Stores.

The availability of the Services may be dependent on the third-party from which you received the license to the MiPLOY App, e.g., the Apple iPhone or Android app stores ("App Store"). These Terms are between you and MiPLOY and not with the App Store and MiPLOY is responsible for the provision of Services as described in these Terms. However, if you downloaded the MiPLOY App from the Apple App Store, Apple and its subsidiaries are third-party beneficiaries of these Terms. Upon your acceptance of

these Terms, Apple shall have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof. These Terms incorporate by reference Apple's Licensed Application End User License Agreement, for purposes of which, you are the "end-user." In the event of a conflict in the terms of the Licensed Application End User License Agreement and these Terms, these Terms will control.

Ownership; License; and Restrictions.

The Services and all rights, title, and interest, including all related intellectual property rights therein are and shall remain MiPLOY's property or the property of MiPLOY's licensors. These Terms are not a sale and do not convey or grant to you any rights in or related to the Services, or any intellectual property rights owned by MiPLOY or its licensors, except for the limited license granted herein.

Subject to your compliance with these Terms, MiPLOY grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the MiPLOY App solely in connection with your use of the Services on your personal device; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by MiPLOY and MiPLOY's licensors. You agree that you will not use MiPLOY's copyrights, trademarks, service marks, or trade dress, aside from use incidental to your use of the Services, without express, written permission from MiPLOY. This prohibition includes use in domain names, websites, and social media accounts. You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by MiPLOY; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of, or which result in, unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

Accessing the Services

User Accounts.

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account (“Account”). Unless a specific Service provides otherwise: (i) you must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account, (ii) you may only possess one Account and (iii) you may not assign or otherwise transfer your Account to any other person or entity. MiPLOY maintains the right to delete or deactivate duplicate accounts. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account credentials at all times.

You cannot register for or maintain an Account if you have previously been banned from accessing or using the Services. Account registration may require you to submit to MiPLOY certain personal information, such as your name, address, still or live photo, mobile phone number and age, as well as at least one valid payment method that you are authorized to use and is supported by MiPLOY (“Account Information”). You are responsible for providing accurate Account Information and in certain instances, you may be asked to provide proof of age, identity or other method of identity verification to access or use the Services. You may be denied access to, or use of, the Services if you refuse to provide (or we are unable to verify) proof of age, identity, or other method of identity verification. Additionally, you authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to MiPLOY or its service providers for the duration of your business relationship, solely to help MiPLOY identify you or your wireless device and to prevent fraud.

MiPLOY also disable or delete your account if after registration your account is not confirmed (where applicable), your account is unused and remains inactive for an extended period of time, if we detect someone may have used it without your permission and we are unable to confirm your ownership of the account, or where we are required to do so under applicable law. To the maximum extent permitted by applicable law, MiPLOY and its affiliates assume no liability for such loss of access and use and will have no obligations related to such loss. If you discontinue your use of MiPLOY, or we disable your access to or use of the Services, these Supplemental Terms shall terminate as an agreement between you and us with respect to those Services, but certain sections will survive termination as provided herein.

For more information regarding MiPLOY’s use of your personal information, please see our [Privacy Notice](#).

Minors.

You may not authorize third-parties to use your Account, and you may not allow persons under the age of 18 to use the Services unless they are accompanied by you or an adult. However, we may offer parents and guardians the ability to create Accounts for their children. If you are a parent or legal guardian, and you allow your child to use the Services, then these Terms apply to you and you are responsible for your child's activity on the Services. If you are under the age to obtain an Account, you must have your parent or legal guardian's permission to use an Account and accept any additional terms required in connection with your access and use of the Services as a minor. Please have your parent or legal guardian read these additional terms with you. Please note: if there is an incident involving minors, in addition to any mandatory reporting obligations, MiPLOY may also proactively report incidents to the applicable authorities.

Network Access and Devices.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and any updates thereto. MiPLOY does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications. MiPLOY is not responsible for any resulting delays, delivery failures, or damage, loss, injury or death.

7. Payment

Prices & Charges.

Your use of the Services may result in charges to you for the services or goods you receive from MiPLOY and/or from Third-Party Providers ("Charges"). Prices displayed to you when purchasing goods through the Services may be inclusive of retail prices charged by the Third-Party Provider and fees paid to MiPLOY. MiPLOY will enable your payment of the applicable Charges for services or goods obtained through your use of the Services. Charges will include applicable taxes where required by law. Charges may include other applicable fees such as delivery fees, service fees, product return fees, cancellation fees, government-mandated fees (such as bag fees), estimated or actual tolls, and/or surcharges. Further, Charges applicable in certain geographical

areas may increase substantially during times of high demand or due to other marketplace factors.

With respect to Third-Party Providers, Charges you incur will be owed directly to Third-Party Providers, and MiPLOY will collect payment of those charges from you, on the Third-Party Provider's behalf as their limited payment collection agent, and payment of the Charges shall be considered the same as payment made directly by you to the Third-Party Provider. Payment to a Third-Party Provider of goods or services shall be considered to occur at the moment you submit payment through MiPLOY. You retain the right to request lower Charges from a Third-Party Provider for services or goods received by you from such Third-Party Provider at the time you receive such services or goods. A Third-Party Provider also retains the right to request higher Charges from you for services or goods provided. For example, a Third-Party Provider that is a merchant may collect lower or higher charges where the actual goods provided differ from the products originally requested, including in connection with differences in quantity, weight, or item type. Subject to requests from you to lower such Charges from a Third-Party Provider, you agree to pay such higher or lower Charges associated with such product differences. MiPLOY will consider in good faith any request from a Third-Party Provider to modify the Charges for a particular service or good. This payment structure is intended to fully compensate a Third-Party Provider, if applicable, for the services or goods obtained in connection with your use of the Services.

There also may be certain Charges you incur that will be owed and paid directly to MiPLOY or its affiliates. For the avoidance of doubt, MiPLOY does not charge a fee for you to access the MiPLOY App, but may charge you a fee or any other Charge for accessing Third-Party Services. Even if not indicated in the MiPLOY App, the prices for product or menu items displayed through the Services may differ from the prices offered or published by Third-Party Providers for the same product or menu items, including as may be offered or published at a physical location operated by a Third-Party Provider, and/or from prices available at other third-party websites/mobile applications. Prices for product or menu items displayed through the Services may not be the lowest prices at which the product or menu items are sold. The product or menu item prices displayed through the Services or fees charged by and paid to MiPLOY may vary based on whether you choose to pick up your order or have it delivered.

When you add a payment method to your account, you authorize us and our payment service providers to collect and store your payment method information. Any payment

method added by you will be automatically saved to your MiPLOY wallet. You can add multiple payment methods to your wallet, and you agree that MiPLOY may charge any of these payment methods for any future transactions or Charges. Your default payment method is identified in your profile page within the MiPLOY wallet. If your default payment method is expired, invalid or otherwise not able to be charged, you agree that MiPLOY may charge any other available payment method saved in your wallet. You can change your default payment method at any time.

If your payment method's account information changes (e.g., account number, routing number, expiration date) as a result of re-issuance, expiration or otherwise, we may automatically update your payment method on file, in accordance with applicable law, if we acquire that information from our financial services partners or your bank. We reserve the right to decline, refuse or limit the use of any payment methods that we believe may be unauthorized, fraudulent or illegal or may violate our policies or procedures or otherwise expose MiPLOY to an unacceptable level of risk.

When you pay for any Charges using your bank account as your selected payment method, you authorize us to debit your bank account for the total cost of all Charges, including any applicable taxes and fees. You also authorize us to further debit or credit your bank account to correct any erroneous debits, make adjustments to your payment, or issue a refund back to your bank account. Your bank account must be able to accept debits denominated in USD.

Certain payment methods may involve the use of third-party payment service providers not affiliated with MiPLOY. You may be subject to additional fees imposed by these payment service providers in connection with processing your payment. MiPLOY is not responsible for any of these fees and disclaims all liability for such fees. You should review the payment service provider's terms of use before using such payment method.

As between you and MiPLOY, MiPLOY reserves the right to establish or adjust Charges for any or all services or goods obtained through the use of the Services at any time. MiPLOY will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof.

Refunds.

Charges paid by you are final and non-refundable, unless otherwise determined by MiPLOY and the Third-Party Provider assessing the Charge. If you have any requests for cancellations, refunds, or returns, or if you think a correction should be made to any Charge you incurred, please visit the “Help” tab in your Account to initiate such requests within 30 days after the Charge took place or MiPLOY will have no further responsibility and you waive your right to later dispute the amounts charged.

Promotional Offers.

Certain users may, from time to time, receive promotional offers and discounts that result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. Promotional offers and discounts are subject to change or withdrawal at any time and without notice.

Gratuity.

Except for amounts provided by you through the Services as part of the “tip” feature, MiPLOY does not designate any portion of your payment as a tip or gratuity to a Third-Party Provider. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third-Party Provider who provides you with services or goods obtained through the Service, you are under no obligation to do so.

8. Disclaimers; Limitation of Liability; and Indemnity

Disclaimers.

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” MIPLOY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, MIPLOY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

MIPLOY DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD-PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT

OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED OR OBTAINED FROM THIRD-PARTY PROVIDERS IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

MIPLOY DOES NOT CONTROL, MANAGE OR DIRECT ANY THIRD-PARTY PROVIDERS. THIRD-PARTY PROVIDERS ARE NOT ACTUAL AGENTS, APPARENT AGENTS, OSTENSIBLE AGENTS, OR EMPLOYEES OF MIPLOY. IF A DISPUTE ARISES BETWEEN YOU AND OR ANY OTHER THIRD PARTY, YOU RELEASE MIPLOY FROM LOSSES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

MIPLOY DOES NOT CONTROL, ENDORSE OR TAKE RESPONSIBILITY FOR ANY USER CONTENT OR THIRD-PARTY CONTENT AVAILABLE ON OR LINKED TO BY THE SERVICES. MIPLOY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

MIPLOY'S USE OF ALGORITHMS IN AN ATTEMPT TO PROVIDE SERVICES OR IMPROVE THE EXPERIENCE OF USERS AND THE SECURITY AND SAFETY OF THE SERVICES DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED.

8. A Limitation of Liability.

MIPLOY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR DEATH, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF MIPLOY, EVEN IF MIPLOY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

MIPLOY SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD-PARTY PROVIDER, EVEN IF MIPLOY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MIPLOY

SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND MIPLOY'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD-PARTY PROVIDERS PROVIDING TRANSPORTATION SERVICES REQUESTED THROUGH SOME MIPLOY SERVICES MAY OFFER RIDESHARING OR PEER-TO-PEER TRANSPORTATION SERVICES AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. YOU ACKNOWLEDGE THAT THIRD-PARTY PROVIDERS ARE NOT OSTENSIBLE AGENTS, APPARENT AGENTS, ACTUAL AGENTS, OR EMPLOYEES OF MIPLOY.

THE SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS, OR LOGISTICS SERVICES WITH THIRD-PARTY PROVIDERS, BUT YOU AGREE THAT MIPLOY HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS OR LOGISTICS SERVICES PROVIDED TO OR NOT PROVIDED TO YOU BY THIRD-PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

MIPLOY SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF LACK OF OR IMPROPER INSTALLATION OR USE OF CHILD RESTRAINT SYSTEMS FOR GUESTS ON RIDES REQUESTED THROUGH THE SERVICES FOR WHOM A CHILD RESTRAINT SYSTEM IS LEGALLY REQUIRED.

THE LIMITATIONS AND DISCLAIMERS IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, MIPLOY'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON MIPLOY'S CHOICE OF LAW PROVISION SET FORTH BELOW.

8 B. FOR THOSE HIRING LABORERS:

YOU AGREE TO PAY LABORERS ACCORDING TO THE LAW. YOU AGREE TO PERFORM YOUR OWN LEGAL ANALYSIS PRIOR TO USING MIPLOY, YOU AGREE THAT YOU SOUGHT PROFESSIONAL ADVICE FROM AN ACCOUNTANT AND LEGAL COUNSEL PERTAINING TO THE USE OF LABOR ON THIS APP. YOU AGREE THAT IT SHALL BE AT YOUR SOLE EXPENSE. YOU CONFIRM THAT MIPLOY WILL NOT BE PROVIDED WITH ANY INFORMATION ON HOW THE LABORERS SHALL BE USED

AND DID NOT AND WILL NOT PROVIDE ANY LEGAL ADVICE ON HOW YOU MUST PAY THE LABORERS TO SATISFY THE CITY, STATE, AND/OR FEDERAL REQUIREMENTS. YOU AGREE TO PERFORM ALL DUE DILIGENCE AND ACT ALONE WITHOUT THE DIRECTION AND CONTROL OF MiPLOY. YOU AGREE TO DEFEND AND INDEMNIFY AND HOLD MiPLOY AND ITS AFFILIATES AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS, DAMAGES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), ARISING OUT OF OR IN CONNECTION WITH THE WAY YOU PAY THE LABORERS. DEFENSE AND INDEMNIFICATION INCLUDES BUT IS NOT LIMITED TO THE COST OF MiPLOY'S REASONABLE LEGAL COSTS AND ANY DAMAGES OR JUDGMENTS AWARDED AGAINST OR INCURRED BY MiPLOY IN CONNECTION WITH ANY CLAIMS BROUGHT AGAINST MiPLOY IN CONNECTION WITH THE PAYMENT OF LABOR THROUGH THE USE OF THIS APP.

8 C. FOR LABORERS SEEKING WORK:

YOU AGREE THAT MiPLOY IS NOT AN EMPLOYER OR JOINT EMPLOYER. YOU AGREE THAT MiPLOY IS ONLY PROVIDING YOU A PLATFORM TO FIND WORK. YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO MAKE SURE YOU ARE COMPENSATED APPROPRIATELY. YOU AGREE TO PERFORM YOUR OWN LEGAL ANALYSIS PRIOR TO USING MiPLOY, YOU AGREE THAT YOU SOUGHT PROFESSIONAL ADVICE FROM AN ACCOUNTANT AND LEGAL COUNSEL PERTAINING TO THE USE OF LABOR ON THIS APP. YOU AGREE THAT IT SHALL BE AT YOUR SOLE EXPENSE. YOU CONFIRM THAT MiPLOY WILL NOT BE PROVIDED WITH ANY INFORMATION REGARDING YOUR HIRING. YOU CONFIRM THAT MiPLOY WILL NOT ACT AS AN AGENT OF YOURS OR THE PARTY SEEKING LABOR. YOU WILL NOT LOOK TO MiPLOY FOR ADVICE ON THE WORK TO BE PERFORMED OR THE MANNER IN WHICH YOU SHOULD BE PAID TO PERFORM SUCH WORK. YOU AGREE TO PERFORM YOUR OWN RESEARCH AND NEGOTIATE THAT DIRECTLY WITH THE EMPLOYER.

YOU AGREE THAT IN THE EVENT THE PARTY THAT ENGAGES YOU THROUGH THE USE OF MiPLOY FAILS TO ISSUE PAYMENT PURSUANT TO THE CITY, STATE OR FEDERAL LABOR LAWS, YOU AGREE TO WAIVE ANY AND ALL ACTIONS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS, DAMAGES, AND EXPENSES (INCLUDING ATTORNEYS' FEES), ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF

THE SERVICES OR SERVICES OR GOODS OBTAINED THROUGH YOUR USE OF THE SERVICES AS MIPLOY. YOU AGREE THAT MIPLOY HAS NO AUTHORITY TO REPRESENT YOU OR THE PARTY RETAINING YOUR SERVICE AND THAT ALL DEALINGS PERTAINING TO YOUR COMPENSATION SHALL NOT, WILL NOT AND DID NOT INVOLVE MIPLOY.

YOU AGREE THAT MIPLOY HAS NIETHER IMPLIED OR CLAIMED TO HAVE ANY DIRECTION OR CONTROL OVER THE TERMS AND CONDITIONS OF YOUR EMPLOYMENT OR SERVICES PROVIDED TO THE PARTY ENGAGING YOU FOR YOUR SERVICES.

9. GENERAL INDEMNITY.

You agree to defend and indemnify and hold MiPLOY and its affiliates and their officers, directors, employees, and agents harmless from and against any and all actions, claims, demands, losses, liabilities, costs, damages, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) MiPLOY's use of your User Content; or (iv) your violation of the rights of any third party, including Third-Party Providers. MiPLOY reserves the right to retain its own counsel at your expense in the event of any action is commenced against MiPLOY in connection with your use.

10. Other Provisions

a. Claims of Copyright and Trademark Infringement.

Claims of copyright and trademark infringement should be sent to MiPLOY's designated agent. Please see MiPLOY's [Copyright Policy](#) or [Trademark Policy](#) for the designated address and additional information.

b. Notice

MiPLOY may give notice by means of a general notice on or through the Services, electronic mail to the email address associated with your Account, telephone or text message to any phone number provided in connection with your Account, or by written communication sent by first class mail or pre-paid post to any address connected with

your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or at the time of sending (if sent by email, telephone, or on or through the Services).

Notwithstanding the foregoing, notice of any modifications to these Terms shall be effective upon posting an updated version of these Terms on MiPLOY's website or through the Services. You may give notice to MiPLOY, with such notice deemed given when received by MiPLOY, at any time by first class mail or pre-paid post to our registered agent for service of process, c/o MiPLOY Technologies, Inc. The name and current contact information for the registered agent in each state are available online at <https://www.wolterskluwer.com/en/solutions/ct-corporation/sop-locations>. If another provision of these Terms addresses any specific notice (for example, notice of updates to these Terms, or notice of a dispute or arbitration demand), those specific notice provisions shall prevail to the extent there is any conflict or inconsistency between those provisions and this notice provision.

c. General.

You may not assign these Terms without MiPLOY's prior written approval. MiPLOY may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of MiPLOY's equity, business or assets; or (iii) a successor by merger. Any purported assignment by you in violation of this Section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, MiPLOY, any Third-Party Provider, or any Out-of-App Experience Provider as a result of these Terms or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. MiPLOY's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by MiPLOY in writing. This provision shall not affect the Severability and Survivability section of the Arbitration Agreement of these Terms.

d. Usage without execution

Use of this APP shall not be permitted without the express agreement to the terms set forth in this agreement. The use of this APP without execution of this agreement shall be a waiver of execution and by using the APP you are agreeing to the terms set forth above as if you fully executed this agreement.

e. Modification of the Agreement:

This Agreement may not be changed unless the changes are in writing and signed by a representative of MiPLOY with authority to do so.

f. Enforceability:

If any provision or subsection of this Agreement is held to be illegal, void, or unenforceable, such provision or subsection shall be first determined if modification would be applicable without frustration of the clause to effectuate the agreement of the parties however, if modification is impossible the subsection or section shall be stricken. However, the illegality or unenforceability of such provision or subsection shall have no effect upon, and shall not impair the legality or enforceability of, any other provision of this Agreement, provided, however, that upon any finding by a court of competent jurisdiction or an arbitrator that a release or waiver of claims or rights or a covenant set forth herein is illegal, void or unenforceable, the parties agrees to promptly execute a valid release, waiver and/or covenant that is legal and enforceable to be used for purposes as if it was executed at the conception.

g. Consultation of Counsel

MiPLOY advises you and you confirm that MiPLOY has advised you to seek the advice of counsel prior to executing this agreement. You agree that consultation with counsel shall be at your sole discretion and expense. Your failure to obtain counsel prior to executing this agreement shall be a waiver of any claim of your comprehension of this agreement. You agree that MiPLOY has advised you that this is a legally binding agreement and that by executing this agreement you are waiving many rights you might have otherwise.

h. Execution Confirms Understanding of the Entire Agreement

By executing this Agreement you confirm that you read the entire agreement and understand the contents in its entirety and that any portion that you did not understand you had the opportunity to consult with counsel prior to execution and are satisfied with your counsel's explanation or have waived the right to counsel and agree to everything contained above.

