

## Terms of Service (Employers)

### Introduction

All use of our website [creatoreconomyjobs.co](https://creatoreconomyjobs.co), including all services, media and data available on it, ("**Website**") is governed by these Terms of Conditions ("**Terms**") and our [Privacy Policy](#) which sets out the terms on which we process any personal data we collect from you or that you or others provide to us. By using our Website, you consent to such processing and you warrant that all data provided by you is accurate. You also warrant that you have obtained the consent of all persons whose personal data you provide to us, for us to use that data to provide you and such other person with the requested product, service or information.

These Terms were most recently updated on: October 1, 2023

To make it easier for you to navigate these Terms, we have set them out in four sections:

PART A: INTRODUCTION

PART B: PROVISIONS SPECIFIC FOR EMPLOYERS

PART C: GENERAL

### PART A: INTRODUCTION

Registered company name: Quartermast, LLC, doing business as Creator Economy Jobs (hereinafter, "Creator Economy Jobs", "we", "us" or "our").

You can contact us anytime by emailing [info@creatoreconomyjobs.co](mailto:info@creatoreconomyjobs.co) (or such other contact details as we may notify you from time to time).

What is our site?

We provide an online platform that provides individual users who are seeking employment opportunities ("**Candidate(s)**") with a job search product and connects Candidates with Employers (as defined in clause 3 below).

When the product is used as intended, interactions on the Website occur between Candidates and Employers. You acknowledge that Creator Economy Jobs is not directly involved in or otherwise an agent or party to any transaction that may take place between a Candidate and an Employer.

### Acceptance of Terms & Conditions

By you visiting this Website as a user who is seeking employment opportunities ("**Candidate**," "**you**" or "**your**") or from a company that is interested in hiring Candidates ("**Employer**"), and whether or not you become a registered user of the Website or not, you accept these Terms and

you agree to comply with the Terms. If you do not agree with these Terms, then you must immediately stop using the Website.

We reserve the right to change the Terms by posting the new version to this page and, where appropriate by notifying you of such change via email. Every time you wish to use our Website, please check these terms to ensure you understand the terms that apply at that time. You can review the current version of the Terms which apply to your use of the Website at any time on this page.

### **Accessing our Website**

In consideration of you agreeing to abide by the Terms, we hereby grant to you a non-exclusive, non-transferable, license to use the Website. We may update and change our Website from time to time to reflect changes to our products, our users' needs and our business priorities. We do not guarantee that our Website or any content on the Website, will always be available, uninterrupted or error free, and we reserve the right to withdraw, suspend or amend the services or functionality that we provide on the Website without notice for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal. We will not be liable if for any reason the Website is unavailable at any time or for any period.

Our Website is currently made available to Candidates free of charge but this is subject to change in accordance with clause 3 above.

If you choose, or you are provided with, a 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 third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [info@creatoreconomyjobs.co](mailto:info@creatoreconomyjobs.co).

We do not guarantee that our Website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Website. You should use your own virus protection software. You must not misuse the Website by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack. If you do so, you may be committing a criminal offense. We may report any such breach to the relevant law enforcement authorities, and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, we reserve the right to immediately cease your right to use the Website.

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our Website in any website that is not owned by you.

Our Website must not be framed on any other site, nor may you create a link to any part of our Website other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

If you wish to link to or make any use of content on our Website other than that set out above, please contact [info@creatoreconomyjobs.co](mailto:info@creatoreconomyjobs.co).

## **PART B: PROVISIONS SPECIFIC FOR EMPLOYERS**

### Registration: Creating an Account and a Profile

In order to use the Website as an Employer, you must register and create an account on the Website ("Account") and you may sign up to receive specific Creator Economy Jobs products at that time. To be eligible for an Account you must be at least 16 years old. You may not use this Website if you previously had an Account terminated or suspended. We reserve the right, in our sole discretion, to accept or reject your registration for an Account. If your registration is accepted by us, you will be allocated an Account.

In registering for an Account on the Website, you agree: (1) to provide true, accurate, current, and complete information about yourself; and (2) to maintain and promptly update the information to keep it true, accurate, current and complete. You are responsible for all activities that occur under your Account. You are permitted to manage/edit your Employer profile and update or edit job listings.

If you provide any Content on the Website (via your Account or via any of your interactions within the Website) that is untrue, inaccurate, not current, or incomplete, or Creator Economy Jobs has reasonable grounds to suspect that any such Content is untrue, inaccurate, not current or incomplete, Creator Economy Jobs has the right to remove such Content, suspend or terminate your Account and refuse any and all current or future use of the Website without notice to you.

You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You undertake that your login may only be used by you and a

login shared by multiple people is not permitted. You agree not to create an Account or use the Website if you have been previously removed by Creator Economy Jobs, or if you have been previously banned from the Website. Creator Economy Jobs has the right to verify each email address linked to each Employer Account. Accounts will only be activated following Creator Economy Jobs's email verification procedure.

Creator Economy Jobs has the right to suspend or terminate your Account and refuse any and all current or future use of the Website at any time and for any reason or for no reason. If you sign up to receive Creator Economy Jobs products (the "**Products**") we will notify you of the terms relating to those Products, including the price, term and any usage restrictions relating to those Products at the time of sign up. If you wish to upgrade your Products at any time, including by upgrading a monthly subscription to an annual subscription, we will confirm the terms relating to that upgrade in writing at the time of upgrade.

### **Obligations and rights of Employers**

As an Employer, you can find and message Candidates through the Website.

When you view, send, store or receive information (including CVs and messages) through or using the Website, Creator Economy Jobs may, for example, use such information for its internal business purposes including but not limited to data analysis, quality control, or to refine the Website or any other product or service (including to provide better search results and other listings for Candidates and Employers), whether via automated means or otherwise.

You may receive messages, emails or email notifications corresponding with your activity on or use of the Website. In all cases, such messages or notifications are provided solely as a courtesy. Creator Economy Jobs disclaims all warranties with regards to the transmission or storage of such courtesy notices, does not guarantee their delivery or receipt, and does not guarantee the date or time at which they may be sent.

You shall indemnify, keep indemnified, defend and hold harmless Creator Economy Jobs, its agents, affiliates, and licensors from any and all losses, damages, costs, expenses (including but not limited to reasonable legal fees), third-party claims or any other liabilities arising out of any Account created by you, any job advert posted directly by you, any message sent by you or any other Content or material that is uploaded to, or access via, the Website.

### **Confidentiality and Data Protection**

As an Employer, you agree to keep confidential all information gained from Candidates through use of our Website (including but not limited to names, identities or personal information of any Candidates), together with all other information which is of a private, proprietary or confidential nature ("**Confidential Information**"). You agree to: (1) not disclose the Confidential Information to any person other than your employees who have reasonable need to know the information in connection with the potential recruitment of the Candidate (and provided always that you ensure that such employees are bound by obligations of confidentiality no less strict than this Clause 7 and you remain responsible with their compliance with this Clause 7) and not to anyone outside

of your organization; (2) take appropriate physical, technical and administrative measures to protect the Confidential Information from loss, misuse, unauthorized access, disclosure, alteration or destruction. If requested by us, you shall immediately return or destroy (as directed by us) all Confidential Information.

You agree that for the purposes of applicable data protection legislation including but not limited to the General Data Protection Regulation 2016/679 or similar laws based on your applicable jurisdiction ("**Data Protection Legislation**") you are a data controller of any and all personal data that you collect from Candidates on the Website and that you will process any such personal data submitted by Candidates in accordance with the Data Protection Legislation.

### **Subscription Products**

If you choose to upgrade your Account to include a paid subscription, we will provide you with the services described on the Website. Access as a paid subscriber is subject to ongoing payment of relevant fees.

Paid subscriptions are, unless otherwise agreed, for an initial 12 month term, and will automatically renew at the end of the initial term (subject to any agreed pricing changes) for subsequent periods of 12 months, unless you or we provide 30 days' advance written notice not to renew the subscription at the end of the initial term or any subsequent term. We will notify you of any increase in pricing at least 45 days prior to the end of the current term. We may, at our discretion, refuse to renew a paid subscription at the end of the current term.

We are so confident in the value of a paid subscription that we guarantee you will be able to make a specified number of hires through the Website. If you have not done so at the end of the subscription term, we will at our sole and absolute discretion, either extend the subscription term by an agreed period or refund an agreed amount (the "**Guarantee**"). To benefit from the Guarantee, you must:

- (i) ensure that all your live vacancies are posted on the Website;
- (ii) commit to posting a minimum number of roles on the Website during the initial term and each subsequent term, as confirmed with us at the time you upgrade to a paid subscription;
- (iii) ensure that there is no continuous period of more than three months when you don't have any live roles on the Website;
- (iv) when technically possible, integrate your applicant tracking system with the Website;
- (v) engage proactively with us throughout the term of the paid subscription, including completing your onboarding and review sessions, responding to our messages promptly, regularly engaging with the Website and implementing our reasonable suggestions;

For the purpose of the Guarantee, "making a hire through the Website" means that you identified the relevant candidate on Creator Economy Jobs at any time in the six months prior to hiring the candidate, or we have evidence that suggests they found or applied to a role at your company through Creator Economy Jobs. This can be evidenced by various actions, including but not limited to, shortlisting or messaging a candidate on Creator Economy Jobs and/or hiring a candidate that saved or applied to a role from your company on Creator Economy Jobs. If you

circumvent, or attempt to circumvent, the Website in order to communicate with potential hires, then we reserve the right to terminate your Account and paid subscription immediately. Any refunds will be paid to you three months after the end of the subscription term.

## **PART C: GENERAL**

### Intellectual Property and Acceptable Use

We are the owner or the licensee of all patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world ("**Intellectual Property Rights**") in our Website, and in the material published on it, including but not limited to text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software, job postings, company profiles, blog posts and any other form of information capable of being stored in a computer that appears on or forms part of this Website, together with any such Content uploaded by users of the Website ("**Content**"). Except as expressly set out in these Terms, all rights are reserved, and nothing on this Website shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo, or service mark displayed on the Website, or any other Intellectual Property Rights, without the owner's prior written permission.

You may print off one copy, and may download extracts, of any page(s) from our Website for your records.

You must not modify the paper or digital copies of any Content you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of Content on our Website must always be acknowledged.

You must not use any part of the Content on our Website for commercial purposes without obtaining a license to do so from us or our licensors.

If you print off, copy or download any part of our Website in breach of these Terms, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

This Website may include information and materials uploaded by other users of the Website, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our Website do not represent our views or values.

The Content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the Content on our Website.

Although we make reasonable efforts to update the information and Content on our Website, we make no representations, warranties or guarantees, whether express or implied, that the Content on our Website is accurate, complete or up to date.

### **User Content**

Whenever you make use of a feature that allows you to upload Content to our Website, or to make contact with other users of our Website, you must comply with the content standards set out in our Acceptable Use Policy.

You warrant that any such contribution does comply with those standards, and you will be liable to us and you shall indemnify, keep indemnified, defend, and hold harmless Creator Economy Jobs, its affiliates, and its and their directors, officers, employees, agents, licensors, successors, and assigns from any and all losses, damages, costs, expenses (including but not limited to reasonable legal fees), third-party claims or any other liabilities arising out or in connection with any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any Content you upload to our Website will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your Content, but you are required to grant us and other users of our site a limited, perpetual, irrevocable, royalty-free, fully paid up, transferable, worldwide license to use, store and copy that Content, to distribute and make it available to third parties, and to create derivative works as necessary for the operation of the Website. We also have the right to disclose your identity to any third party who is claiming that any Content posted or uploaded by you to our site constitutes a violation of their Intellectual Property Rights or of their right to privacy.

We have the right to remove any posting you make on the Website if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy.

You are solely responsible for securing and backing up your Content.

We do not store terrorist content.

You represent that neither you nor any of your subsidiaries nor any director, officer, manager, or employee of yours or any of your subsidiaries is a person who (a) is the target of any laws

administered by the United States Department of the Treasury's Office of Foreign Assets Control ("**OFAC**") or any other governmental entity imposing economic sanctions or trade embargoes ("**Economic Sanctions Laws**"), or (b) is located, organized, or resident in a country or territory that is, or whose government is, the target of sanctions imposed by OFAC or any other governmental entity. You shall promptly notify us if you or any of your subsidiaries, or any of your or your subsidiaries' directors, officers, managers, employees, or agents becomes the target of any Economic Sanctions Laws, or the country or territory where any of them is located, organized, or resident becomes the target of sanctions imposed by OFAC or any other governmental entity.

We appreciate thoughts and comments from our users. If you choose to provide input and suggestions regarding existing functionalities, problems with or proposed modifications or improvements to the Website ('**Feedback**'), then you hereby grant Creator Economy Jobs an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right and license to exploit the Feedback in any manner and for any purpose, including to improve the Website and create other products and services. We will have no obligation to provide you with attribution for any Feedback you provide to us.

#### **Prohibited use**

You may not use the Website for any of the following purposes: (i) in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website; (ii) making, transmitting or storing electronic copies of Content protected by Intellectual Property Rights laws without the permission of the owner; (iii) in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order. You shall indemnify, keep indemnified, defend and hold harmless Creator Economy Jobs, its affiliates, and its and their directors, officers, employees, agents, licensors, successors, and assigns from any and all losses, damages, costs, expenses (including but not limited to reasonable legal fees), third-party claims or any other liabilities arising out or in connection with any breach of this Clause 11.

#### **Links to other websites**

Where our Website contains links to other sites and resources provided by third parties, these links are provided for information only. Such links should not be interpreted as approval by Creator Economy Jobs of those linked websites or information you may obtain from them. Unless expressly stated, these sites are not under the control of Creator Economy Jobs or that of our affiliates. You acknowledge and agree that in setting up an Account, Creator Economy Jobs may link to your website and other third party websites to direct Candidates to the relevant application portal.

We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.

The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.



**Limitation of liability**

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

SUBJECT TO THE CLAUSE ABOVE:

WE EXCLUDE ALL IMPLIED CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS THAT MAY APPLY TO OUR WEBSITE OR ANY CONTENT ON IT;  
OUR LIABILITY TO YOU SHALL NOT EXCEED ONE THOUSAND US Dollars (\$1,000);  
WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, EVEN IF FORESEEABLE, ARISING UNDER OR IN CONNECTION WITH:  
USE OF, OR INABILITY TO USE, OUR WEBSITE OR ANY CONTENT; OR  
USE OF OR RELIANCE ON ANY CONTENT DISPLAYED ON OUR WEBSITE;  
WE WILL NOT BE LIABLE FOR:  
LOSS OF PROFITS, SALES, BUSINESS, OR REVENUE;  
BUSINESS INTERRUPTION;  
LOSS OR CORRUPTION OF DATA;  
LOSS OF ANTICIPATED SAVINGS;  
LOSS OF BUSINESS OPPORTUNITY, GOODWILL OR REPUTATION; OR  
ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THESE LIMITATIONS WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**Term and Termination**

These Terms are effective beginning when you accept the Terms or first download, install, access, or use the Website, and ending when terminated as described below.

If you violate any provision of these Terms, then your authorization to access the Website and these Terms automatically terminate. In addition, Creator Economy Jobs may, at its sole discretion, terminate these Terms or your Account on the Website, or suspend or terminate your access to the Website, at any time for any reason or no reason, with or without notice, and without any liability to you arising from such termination. You may terminate your Account and these Terms at any time by contacting customer service at [info@creatoreconomyjobs.co](mailto:info@creatoreconomyjobs.co).

Upon termination of these Terms: (a) your license rights will terminate, and you must immediately cease all use of the Website; (b) you will no longer be authorized to access your Account or the Website; (c) you must pay Creator Economy Jobs any unpaid amount that was due prior to termination; and (d) all payment obligations accrued prior to termination and Clauses 9, 10, 13, 14 and 15, will survive. You are solely responsible for retaining copies of any Content you upload to the Website since upon termination of your Account, you may lose access rights to any Content you uploaded to the Website. If your Account has been terminated for a breach of these Terms, then you are prohibited from creating a new Account on the Website using a different name, email address or other forms of account verification.

### **General**

Except as expressly provided in these Terms the rights and remedies provided under these are in addition to, and not exclusive of, any rights or remedies provided by law.

Neither party shall be in breach of the Terms nor liable for delay in performing, or failure to perform, any of its obligations under the Terms if such delay or failure result from events, circumstances or causes beyond its reasonable control.

All amounts due under Terms from you to us shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). You agree to bear all taxes, including withholding, sales, use, and other similar taxes imposed by any jurisdiction outside of the United States. All amounts due under these Terms from you to us shall be paid in full without any set-off, counterclaim, deduction, or withholding (other than any deduction or withholding of tax as required by law). If any such taxes are required to be withheld from, or are imposed on, any amounts that you are required to pay us under this agreement, you agree to pay us such additional amounts as are required such that, after the withholding or payment of all such taxes, we receive the same net amount as if such taxes had not been required to be withheld or paid. If any amounts due under these Terms are subject to any sales, use, or similar tax in any jurisdiction and you have not remitted the applicable tax, you will be responsible for the payment of such tax and any related penalties or interest to the relevant tax authority.

You shall allow Creator Economy Jobs (or Creator Economy Jobs's authorized representatives or agents) to have access to your Account at all times in order to audit your use of the Website.

You may not transfer any of your rights under these Terms to any other person without our prior written consent. We may transfer our rights under these Terms without your consent.

These Terms together with the Privacy Policy and Acceptable Use Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the Terms.

If any court or competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent

required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms will not be affected.

Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

Please note that these Terms, their subject matter and their formation, are governed by the laws of the United States of America. You and we both agree that the courts of Los Angeles, California will have exclusive jurisdiction.

### **ARBITRATION NOTICE**

Except for certain kinds of disputes described in Clause 6, you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND Creator Economy Jobs ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING.

### **Information about us**

Registered company name: Quartermast, LLC dba Creator Economy Jobs, a California limited liability company (hereinafter, "Creator Economy Jobs", "we", "us" or "our"). You can contact us anytime by emailing [info@creatoreconomyjobs.co](mailto:info@creatoreconomyjobs.co) (or such other contact details as we may notify you from time to time).

### **Protection of Intellectual Property Rights**

Respect of Third-Party Rights. Creator Economy Jobs respects the Intellectual Property Rights of others, takes the protection of Intellectual Property Rights very seriously, and asks users of the Website to do the same. Infringing activity will not be tolerated on or through the Website.

### **DMCA Notification**

We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. § 512, as amended). If you have an Intellectual Property Rights-related complaint about any material on the Website, you may contact us at [info@creatoreconomyjobs.co](mailto:info@creatoreconomyjobs.co).

### **Procedure for Reporting Claimed Infringement.**

If you believe that any Content made available on or through the Website has been used or exploited in a manner that infringes an Intellectual Property Right you own or control, then please promptly email a written "Notification of Claimed Infringement" to us containing the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- a description of the copyrighted work or other Intellectual Property Right that you claim has been infringed;
- a description of the material that you claim is infringing and where it is located on the Website;

your address, telephone number, and email address;  
a statement by you that you have a good faith belief that the use of the materials on the Website of which you are complaining is not authorized by the copyright or other Intellectual Property Right owner, its agent, or the law; and  
a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or other Intellectual Property Right owner or authorized to act on the copyright or Intellectual Property Right owner's behalf.

Your Notification of Claimed Infringement may be shared by Creator Economy Jobs with the user alleged to have infringed a right you own or control as well as with the operators of publicly available databases that track notifications of claimed infringement, and you consent to Creator Economy Jobs making such disclosures. You should consult with your own lawyer to confirm your obligations to provide a valid notice of claimed infringement.

### **Repeat Infringers**

Our policy is to: (a) remove or disable access to material that Creator Economy Jobs believes in good faith, upon notice from an Intellectual Property Rights owner or authorized agent, is infringing the Intellectual Property Rights of a third party by being made available through the Website; and (b) in appropriate circumstances, to terminate the Accounts of and block access to the Website by any user who repeatedly or egregiously infringes other people's copyright or other Intellectual Property Rights. We will terminate the Accounts of users that we determine to be repeat infringers. We reserve the right, however, to suspend or terminate Accounts of users in our sole discretion.

### **Counter Notification**

If you receive a notification from Creator Economy Jobs that material made available by you on or through the Website has been the subject of a Notification of Claimed Infringement, then you will have the right to provide us with what is called a "Counter Notification". To be effective, a Counter Notification must be in writing, provided to us through one of the methods identified above in the "DMCA Notification" paragraph, and include substantially the following information:

your physical or electronic signature;  
identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;  
a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and  
your name, address, and telephone number.

A party submitting a Counter Notification should consult a lawyer to confirm the party's obligations to provide a valid counter notification under the Copyright Act.

### **Reposting of Content Subject to a Counter Notification**

If you submit a Counter Notification to Creator Economy Jobs in response to a Notification of Claimed Infringement, then we will promptly provide the person who provided the Notification of Claimed Infringement with a copy of your Counter Notification and inform that person that we will replace the removed Content or cease disabling access to it in 10 business days, and we will replace the removed Content and cease disabling access to it not less than 10, nor more than 14, business days following receipt of the Counter Notification, unless we receive notice from the party that submitted the Notification of Claimed Infringement that such person has filed an action seeking a court order to restrain the user from engaging in infringing activity relating to the material on our system or network.

### **False Notifications of Claimed Infringement or Counter Notifications**

The Copyright Act provides at 17 U.S.C. § 512(f) that: "[a]ny person who knowingly materially misrepresents under [Section 512 of the Copyright Act (17 U.S.C. § 512)] (1) that material or activity is infringing, or (2) that material or activity was removed or disabled by mistake or misidentification, will be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by a service provider, who is injured by such misrepresentation, as the result of Creator Economy Jobs relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing, or in replacing the removed material or ceasing to disable access to it." Creator Economy Jobs reserves the right to seek damages from any party that submits a Notification of Claimed Infringement or Counter Notification in violation of the law.

### **Communications from Us**

We may send you emails concerning our products and services, as well as those of third parties. You may opt out of any promotional emails by following the unsubscribe instructions in the promotional email itself.

### **Indemnity**

In addition to the indemnification obligations in the Terms, to the fullest extent permitted by law, you are responsible for your use of the Website, and you will indemnify, defend, and hold harmless us, our affiliates and our and their respective shareholders, directors, managers, members, officers, employees, consultants, and agents from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including attorneys' fees and costs, arising out of or connected with: (1) your unauthorized use of, or misuse of, the Website; (2) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (3) your violation of any third-party right, including any Intellectual Property Right or publicity, confidentiality, other property, or privacy right; or (4) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

### **DISCLAIMERS; NO WARRANTIES BY US**

Notwithstanding anything to the contrary in these Terms:

THE WEBSITE AND ALL CONTENT AVAILABLE THROUGH THE WEBSITE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE WEBSITE AND ALL CONTENT AVAILABLE THROUGH THE WEBSITE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. WE DO NOT WARRANT THAT THE WEBSITE OR ANY PORTION OF THE WEBSITE, OR ANY CONTENT OFFERED THROUGH THE WEBSITE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND WE DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE WEBSITE OR FROM US OR CONTENT AVAILABLE THROUGH THE WEBSITE WILL CREATE ANY WARRANTY REGARDING US OR THE WEBSITE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE WEBSITE AND YOUR DEALING WITH ANY OTHER WEBSITE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE WEBSITE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE WEBSITE) OR ANY LOSS OF DATA, INCLUDING USER CONTENT.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS CLAUSE APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. We do not disclaim any warranty or other right that we are prohibited from disclaiming under applicable law.

### **Dispute Resolution and Arbitration**

Generally. Except as described in the paragraphs below labeled "Exceptions" and "Opt-Out" and notwithstanding Clause 15 of the Terms, you and Creator Economy Jobs agree that every dispute arising in connection with these Terms, the Website, or communications from us will be resolved through binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury, is less formal than a court proceeding, may allow for more limited discovery than in court, and is subject to very limited review by courts. This agreement to arbitrate disputes includes all claims whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. Any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement will be resolved by the arbitrator.

YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND CREATOR ECONOMY JOBS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

### **Exceptions**

Although we are agreeing to arbitrate most disputes between us, nothing in this Clause 6 will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.

### **Opt-Out**

If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Clause 6 within 30 days after the date that you agree to these Terms by sending an e-mail with the subject "ARBITRATION OPT-OUT" to [info@creatoreconomyjobs.co](mailto:info@creatoreconomyjobs.co) that specifies: your full legal name, the e-mail address you provided when you placed your Order, and a statement that you wish to opt out of arbitration ("Opt-Out Notice"). Once Creator Economy Jobs receives your Opt-Out Notice, this Clause 6 will be void and any action arising out of these Terms will be resolved as set forth in Clause 15 of the Terms. The remaining provisions of these Terms will not be affected by your Opt-Out Notice.

### **Arbitrator**

This arbitration agreement, and any arbitration between us, is subject to the Federal Arbitration Act and will be administered by the JAMS under the rules applicable to consumer disputes (collectively, "**JAMS Rules**") as modified by these Terms. The JAMS Rules and filing forms are available online at [www.jamsadr.org](http://www.jamsadr.org), by calling JAMS at +1-800-352-5267 or by contacting Creator Economy Jobs.

### **Commencing Arbitration**

Before initiating arbitration, a party must first send a written notice of the dispute to the other party by certified mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by email ("**Notice of Arbitration**"). Creator Economy Jobs's email address for Notice of Arbitration is: [info@creatoreconomyjobs.co](mailto:info@creatoreconomyjobs.co). The Notice of Arbitration must: (a) identify the name or account number of the party making the claim; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought ("**Demand**"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or Creator Economy Jobs may commence an arbitration proceeding. If the arbitrator finds that either the substance of the claim or the relief sought in the Demand is frivolous or brought for an improper purpose, then the payment of all fees will be governed by the JAMS Rules and the other party may seek reimbursement for any fees paid to JAMS.

### **Arbitration Proceedings**

Any arbitration hearing will take place in Los Angeles, CA unless we agree otherwise or, if the claim is for \$10,000 or less (and does not seek injunctive relief), you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b)

through a telephonic or video hearing; or (c) by an in-person hearing as established by the JAMS Rules in Los Angeles, CA. During the arbitration, the amount of any settlement offer made by you or Creator Economy Jobs must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.

### **Confidentiality**

The arbitrator will honor all evidentiary privileges recognized at law and will enter orders as appropriate in order to protect each parties' trade secrets or confidential information. Each party agrees to maintain either party's trade secrets or proprietary business information as confidential and to protect the confidentiality of any other information (such as private customer information) that is legally protected from disclosure. However, we may each disclose these matters, in confidence, to our respective accountants, auditors, and insurance providers.

### **Arbitration Relief**

Except as provided in the paragraph below titled "No Class Actions," the arbitrator can award any relief that would be available if the claims had been brought in a court of competent jurisdiction. The arbitrator's award shall be final and binding on all parties, except (1) for judicial review expressly permitted by law or (2) if the arbitrator's award includes an award of injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator's application or conclusions of law. Judgment on the award may be entered in any court having jurisdiction.

### **No Class Actions**

YOU AND CREATOR ECONOMY JOBS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Creator Economy Jobs agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

### **Modifications to this Arbitration Provision**

If Creator Economy Jobs makes any substantive change to this arbitration provision, you may reject the change by sending us written notice within 30 days of the change to Creator Economy Jobs's email address for Notice of Arbitration, in which case your account with Creator Economy Jobs may be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

### **Enforceability**

Notwithstanding Clause 15 of the Terms, disputes related to the enforceability of this Clause 6 are governed by the laws of the United States and the State of California, United States without



regard to conflict of law principles. If this Clause 5 is found to be unenforceable in whole or in part, or if Creator Economy Jobs receives an Opt-Out Notice from you, then the entirety of this Clause 6 will be null and void and, in that case, the exclusive jurisdiction and venue described in Clause 15 of the Terms will govern any action arising out of or related to these Terms.

**Effect of Termination**

In addition to those clauses listed in Clause 14 of the Terms, Clauses 1, 3, 4, 5, 6, 7 of this Part D will survive termination of the Terms.