

TERMS OF USE

Last Modified: February 18, 2017



Acceptance of the Terms of Use

These terms of use are entered into by and between You and Humans Net, Inc., a Delaware corporation (“Humans”, “we” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “Terms of Use” or these “Terms”), govern your access to and use of <http://humans.net>, including any content, functionality and services offered on or through <http://humans.net> (the “Website”), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our [Privacy Policy](#), incorporated herein by reference. If you are a service provider or a customer, you also agree to be governed by the terms set forth below under the heading Payment Processor. If you do not want to agree to these Terms of Use or the [Privacy Policy](#), you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older and reside in the United States. By using this Website, you represent and warrant that you are of legal age to form a binding contract with Humans and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

The purpose of this Website is to serve as a passive conduit connecting Customers with Service Providers. Humans provides the Website solely to you for that purpose and for no other purpose, and expressly disclaims any employment, independent contractor or other agency relationship between Humans and its Service Providers with respect to the services offered for sale on the Website.

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS CONTAIN DISCLAIMERS, INDEMNIFICATION CLAUSES, A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Website.

Your continued use of the Website following the posting and notification of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time, including after notification from Humans that these Terms of Use have changed, so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security

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

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our [Privacy Policy](#).

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

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

You acknowledge that you do not own the account you use to access the Website, nor do you possess any rights of access or rights to data stored by or on behalf of Humans on our servers. You agree that Humans has the absolute right to manage, regulate, control, modify and/or eliminate any such data, including your profile, all data relating thereto and User Contributions, as it sees fit in its sole discretion, in any general or specific case, and that Humans will have no liability to you based on its exercise of such right. All data on Humans' servers are subject to deletion, alteration or transfer. NOTWITHSTANDING ANY VALUE ATTRIBUTED TO SUCH DATA BY YOU OR ANY THIRD PARTY, YOU UNDERSTAND AND AGREE THAT ANY DATA, ACCOUNT HISTORY AND ACCOUNT CONTENT RESIDING ON HUMANS' SERVERS, MAY BE DELETED, ALTERED, MOVED OR TRANSFERRED AT ANY TIME FOR ANY REASON IN HUMANS' SOLE DISCRETION, WITH OR WITHOUT NOTICE AND WITH NO LIABILITY OF ANY KIND. HUMANS DOES NOT PROVIDE OR GUARANTEE, AND EXPRESSLY DISCLAIMS, ANY VALUE, CASH OR OTHERWISE, ATTRIBUTED TO ANY DATA RESIDING ON HUMANS' SERVERS.

Intellectual Property Rights

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- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

- With respect to our social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: feedback@humans.net.

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Trademarks

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Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In connection with the following businesses, business activities or business practices (“Prohibited Transactions”): (1) embassies, foreign consulates or other foreign governments, (2) door-to-door sales, (3) offering substantial rebates or special incentives to the buyer subsequent to the original purchase, (4) negative response marketing, (5) engaging in deceptive marketing practices, (6) sharing buyer’s data with another merchant for payment

of up-sell or cross-sell product or service, (7) evading chargeback monitoring programs, (8) engaging in any form of licensed or unlicensed aggregation or factoring, (9) airlines, (10) age restricted products or services, (11) bail bonds, (12) bankruptcy lawyers, (13) bidding fee auctions, (14) collection agencies, (15) chain letters, (16) check cashing, wire transfers or money orders, (17) counterfeit goods (e.g. knock-offs, imitations, bootlegs) (18) currency exchanges or dealers, (19) firms selling business opportunities, investment opportunities, mortgage consulting or reduction, credit counselling, repair or protection or real estate purchases with no money down, (20) credit card and identity theft protection, (21) cruise lines, (22) essay mills, (23) flea markets (firms/individuals operating from a booth, on a part time basis with no lease or telephone availability; whether indoors or outdoors), (24) drug paraphernalia, (25) extended warranties, (26) fortune tellers, (27) “get rich quick” schemes; (28) gambling (including but not limited to lotteries, Internet gaming, contests, sweepstakes, or offering of prizes as an inducement to purchase goods or services), (29) sports forecasting or odds making, (30) illegal products or services, (31) mail-order brides, (32) marijuana dispensaries and related businesses, (33) money transmitters or money service businesses, (34) multi-level marketing or pyramid schemes, (35) online, mail, or telephone order pharmacies or pharmacy referral services, (36) prepaid phone cards, phone services or cell phones, (37) pseudo pharmaceuticals, (38) quasi-cash or stored value, (39) securities brokers, (40) sexually-oriented or pornographic products or services, (41) shipping or forwarding brokers, (42) substances designed to mimic illegal drugs, (43) telemarketing, (44) timeshares, (45) online, mail, or telephone order tobacco or e-cigarette sales, (46) weapons and munitions (47) virtual currency or credits that can be monetized, re-sold or converted to physical or digital goods or services or otherwise exit the virtual world, or (48) products/ services intended to inflict or promote revenge, harassment, and other forms of abuse, humiliation and intimidation.

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use below.
- To impersonate or attempt to impersonate Humans, a Humans employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm Humans or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

User Contributions

The Website contains message boards, chat rooms, personal web pages or profiles, forums, review postings, bulletin boards, and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material according to your account settings.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the

license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.

- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Humans, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Website.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for Humans.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS HUMANS AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we neither can nor undertake to review material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we

assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our [Privacy Policy](#).
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Infringement

If you believe that any User Contributions violate your copyright, please see our [Copyright Policy](#) for instructions on sending us a notice of copyright infringement. It is the policy of Humans to terminate the user accounts of repeat infringers.

Reliance on Information Posted

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

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Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our [Privacy Policy](#). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the [Privacy Policy](#), including, without limitation, sharing your information with contractors, service providers, and other third parties we use to support our business.

Online Purchases and Other Terms and Conditions

By buying or selling services on the Website, you hereby agree to comply with the terms of the agreement made between you and the other contracting party relating to such services. HUMANS IS A PASSIVE CONDUIT AND OUR EXPRESS AND SOLE PURPOSE IS TO FACILITATE THE RELATIONSHIP BETWEEN CUSTOMERS AND SERVICE PROVIDERS. WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY RELATING TO THE BUYING, SELLING OR PROVIDING OF SERVICES BY CUSTOMERS AND SERVICE PROVIDERS HEREUNDER. HUMANS FURTHER DISCLAIMS ANY EMPLOYMENT, INDEPENDENT CONTRACTOR OR OTHER AGENCY RELATIONSHIP BETWEEN HUMANS AND THE SERVICE PROVIDERS WITH RESPECT TO THE SERVICES OFFERED FOR SALE ON THE WEBSITE.

You understand and agree that you are solely responsible for determining your own tax reporting, collection, and payment requirements in consultation with your tax advisers, and that Humans is unable to, and will not, offer any tax advice to either customers or Service Providers. YOU HEREBY AGREE THAT YOU SHALL BE SOLELY LIABLE FOR, AND HUMANS EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT TO, ANY AND ALL TAXES (INCLUDING, WITHOUT LIMITATION, SALES AND/OR USE TAXES) COLLECTABLE AND/OR PAYABLE TO ANY GOVERNMENTAL OR REGULATORY AUTHORITY WITH RESPECT TO SERVICES OFFERED BY SERVICE PROVIDERS OR TO CUSTOMERS ON THE WEBSITE. YOU AGREE THAT YOU WILL COMPLY WITH THE REQUIREMENTS OF ALL U.S. STATE AND LOCAL TAX LAWS APPLICABLE TO THE SERVICES OFFERED ON THE WEBSITE. YOU SHOULD CONSULT YOUR TAX ADVISER REGARDING THE APPLICABILITY OF SUCH REQUIREMENTS TO YOU.

All purchases through our site or other transactions for the sale of services formed through the Website or as a result of visits made by you are subject to the procedures and policies outlined at <https://humans.net/howto>, which are hereby incorporated into these Terms of Use. When using the site as a Service Provider, you hereby agree to follow the escrow procedures and to pay the fees set forth on <https://humans.net/fees> applicable at the time of sale. You are expected to check this page from time to time so you are aware of any changes in the escrow procedures or fees applicable to your use of the Website, if any, when acting as a Service Provider.

Additional terms and conditions may also apply to specific portions, services or features of the Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

Payment Processor

Humans uses Assembly Payments (“Assembly”) as its third party service provider for Payment Processing services. By buying or selling services on the Website you agree to be bound by Assembly’s Privacy Policy which is located at <https://assemblypayments.com/privacy> and hereby consent and authorize Humans and Assembly to share any information and payments instructions you provide with one another and, to the extent required to complete your transactions, with any third party service provider(s). By listing or selling services on the Website you also agree to be bound by Assembly’s User Terms which are located at: <https://assemblypayments.com/company/policies/end-user-agreement/> (the “Assembly Agreement”). Capitalized terms used in this section but not otherwise defined herein have their respective meanings in the PromisePay Agreement.

In no event shall Assembly be liable to any Platform Buyer, Platform Seller or Subscriber for any actions, claims, demands, losses, liabilities, damages, recoveries, settlements and/or costs (including attorney, accountant, and expert witness fees and costs), known or unknown, contingent or otherwise (collectively, “Losses”), of any kind whatsoever, arising out or relating to their respective use of, or inability to use, the Payment Processing services, regardless of the legal theory under which such Losses are sought. IN THE EVENT THE FOREGOING IS NOT ENFORCEABLE FOR ANY REASON, THEN ASSEMBLY’S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATING TO ANY CLAIM (OR SERIES OF RELATED CLAIMS), BY ANY PLATFORM BUYER, PLATFORM SELLER, OR SUBSCRIBER ARISING FROM OR RELATING TO THE PAYMENT PROCESSING SERVICES

SHALL NOT EXCEED THE AGGREGATE PURCHASE PRICE PAID OR PAYABLE FOR THE GOODS, ASSETS OR SERVICES WHICH ARE THE SUBJECT OF THE TRANSACTION(S) GIVING RISE TO THE PAYMENT CLAIM.

SO THERE MAY BE NO DOUBT, IN THE EVENT OF ANY CONFLICT BETWEEN THE ASSEMBLY AGREEMENT AND THIS AGREEMENT, THE ASSEMBLY AGREEMENT SHALL PREVAIL.

Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send e-mails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites

You may use these features solely as they are provided by us, solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website or social media profile that is not owned by you.
- Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

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

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

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OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

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THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL HUMANS, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. IN NO EVENT SHALL HUMANS, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING US\$50.00.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

Indemnification

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS HUMANS, ITS AFFILIATES, LICENSORS AND SERVICE PROVIDERS, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, JUDGMENTS, AWARDS, LOSSES, COSTS, EXPENSES OR FEES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO YOUR VIOLATION OF THESE TERMS OF USE, ANY AND ALL TAXES (INCLUDING SALES AND/OR USE TAXES) COLLECTABLE AND/OR PAYABLE TO ANY GOVERNMENTAL OR REGULATORY AUTHORITY WITH RESPECT TO SERVICES OFFERED BY SERVICE PROVIDERS OR TO CUSTOMERS ON THE WEBSITE,

YOUR USE OF THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, YOUR USER CONTRIBUTIONS, ANY USE OF THE WEBSITE'S CONTENT, SERVICES AND PRODUCTS OTHER THAN AS EXPRESSLY AUTHORIZED IN THESE TERMS OF USE, YOUR USE OF ANY INFORMATION OBTAINED FROM THE WEBSITE, OR YOUR USE OF THE WEBSITE FOR BUYING AND/OR SELLING SERVICES.

Governing Law and Jurisdiction

You agree that: (I) the Website and services provided by the Website by Humans or its affiliates shall be deemed solely based in New York; and (II) the Website and the services provided by the Website by Humans or its affiliates shall be deemed passive that do not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than New York. These Terms shall be governed by the internal substantive laws of the State of New York, without respect to its conflict of laws principles. The parties acknowledge that these Terms of Use evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of these Terms shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in New York County, New York for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that New York County, New York is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

Arbitration

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM HUMANS. For any dispute with Humans, you agree to first contact us at feedback@humans.net and attempt to resolve the dispute with us informally. In the unlikely event that Humans has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by JAMS, Inc. ("JAMS"), under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in New York County, New York, unless you and Humans agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are an individual using the Service for non-commercial purposes: (I) JAMS may require you to pay a fee

for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (II) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (III) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Humans from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Class Action/Jury Trial Waiver

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE WEBSITE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND HUMANS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Humans without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

Waiver and Severability

No waiver of or by Humans of any term or condition set forth in these Terms of Use shall be

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

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

Entire Agreement

The Terms of Use, our [Privacy Policy](#), the [Copyright Policy](#), the [Assembly Agreement](#) and the Assembly Privacy Policy, collectively, constitute the sole and entire agreement between you and Humans with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

Your Comments and Concerns

This website is operated by Humans Net, Inc. located in New York, New York.

All notices of copyright infringement claims should be sent to the copyright agent designated in our [Copyright Policy](#) in the manner and by the means set forth therein.

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: feedback@humans.net.