

## **ProCrewz® Mobile Application - Summary**

We are pleased to have partnered with ProCrewz to provide our employees and clients with the latest technology in providing crewing services. ProCrewz takes data security very seriously and incorporates industry standard precautions to ensure all information is safe. The following summary explains what data is used by the ProCrewz Mobile Application and how that data is used.

### **Login User Name and Password**

As with other mobile applications, in order to take advantage of the ProCrewz features, you must log in with your user name and unique password. ProCrewz uses an authentication platform called OAuth 2.0 to securely verify your credentials and log you into the App. You must remember your password, as ProCrewz does not store or save your password.

### **Your Information**

In order to create your private ProCrewz account and verify your identity, you will be asked to provide your full name, phone number, email address, profile picture and physical address. This information is stored on a secure server and is used only by ProCrewz; it is not shared outside of the application.

### **Your Location**

ProCrewz allows you to sign in and out of a job without going to the traditional sign-in / sign-out sheet at your job site. To use the sign in / sign out function, you will first be asked for permission to access your device's location to confirm that you are on-site. At no time does the application keep track of your location, but instead only confirms if you are on-site at the job while signing in or signing out.

### **Camera and Photos**

ProCrewz also allows you to submit expense receipts and upload a profile picture. This is done through your phone's camera function. In order to submit expense receipts, or upload a profile picture, the ProCrewz App requests access to your phone's camera and the specific photos you select. This access allows you to upload a photo of your expense receipt or profile picture. The ProCrewz App cannot view, store, save or send any photo except what you choose to upload through the App.

### **Calendar**

With ProCrewz, you will also have the ability to create, edit and delete calendar events. ProCrewz will be able to send your event information to the ProCrewz calendar and, if you wish, you can add other information to the calendar. However, any calendar information you add and mark as private is only visible to you. If at any time you want to remove an event that you created on the calendar, you can delete the event from the App by tapping on it to show its details, then tapping "delete."

### **Notifications**

ProCrewz can also send you notifications containing announcements and information regarding jobs that you are assigned to. When you log into the App, you will be asked to allow ProCrewz to send you push notifications. You must grant permission to ProCrewz in order to access this information from ProCrewz.

### **Crash Reporting**

If the ProCrewz application experiences a technical problem, or crashes, ProCrewz uses Crashlytics to recover crash logs of the problem. Crashlytics looks at information such as the type of phone or device being used, the operating system and version, and other technical data. However, none of the crash data that is analyzed is personally identifiable to you.

### **Analytics**

In order to improve ProCrewz and implement future features, ProCrewz uses Firebase Analytics to collect information, such as which screens our users most often access, how and through what source the application was installed and other analytic information. This information is for analytic purposes only and is always kept secure and confidential.

**ProCrewz® Mobile Application  
Terms of Service and Privacy Policy  
Effective - Updated December 18, 2018**

These terms and policies (“**Terms**”) explain how you may use the ProCrewz® mobile services, website and software provided in connection with Your employment (collectively the “**ProCrewz App**,” “**App**,” or “**Service**”). By using the Service, you agree that you have read, understood, and agree to be bound by the Terms and any applicable local laws, and to ProCrewz’ and your employer’s (“Employer”) use of your information as permitted by these Terms. If you do not agree with any of the Terms, you must immediately stop using the Service and notify ProCrewz and your Employer in writing using the “Notice” procedure below.

**1. Use of the Service**

**A. Eligibility.** The Service is made available only to individual authorized employees (“**You**,” “**Your**” or “**User**”) and may not be used by any other person, including co-workers, friends or family. Each User scheduled for an assignment by their Employer will receive a push notification via the ProCrewz App and a request for permission from You for ProCrewz to access Your mobile device. This permission will remain valid until You withdraw permission by written notice to ProCrewz and your Employer as described below.

**B. Rules of Use.** You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium; (ii) using any automated system to access the Service for any non-ProCrewz or non-Employer purpose; (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the ProCrewz servers running the Service; (v) uploading invalid data, viruses, worms, or other software agents through the Service; (vi) collecting or harvesting any personally identifiable information, including account names, from the Service; (vii) using the Service for any commercial solicitation purposes; (viii) impersonating another person or otherwise misrepresenting Your identity or attempting to hide Your identity; (ix) interfering with the proper function of the Service; (x) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or (xi) bypassing the measures ProCrewz or your Employer may use to prevent or restrict access to the Service, including without limitation, features that prevent or restrict use or copying of any content or that enforce limitations on the use of the Service or the content therein.

**C. License to Use the Service.** Subject to the Terms, You are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Service while employed by your Employer as permitted by the features of the Service. ProCrewz reserves any and all rights not expressly granted herein in the Service and the ProCrewz Content (as defined below). ProCrewz retains the right to terminate this license at any time for any reason or no reason.

**D. Accounts.** Accounts that You establish with the Service give You access to the features and functionality that ProCrewz may establish and maintain from time to time in ProCrewz’s and your Employer’s sole discretion. When creating Your account, You must provide accurate and complete information (“**User Profile**”). You are solely responsible for the activity that occurs on Your account and may not permit any other person to have access to Your account. You must keep Your account password secure and ProCrewz therefore encourages You to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with Your account. You must notify ProCrewz and your Employer immediately of any breach of security or unauthorized use of Your account. ProCrewz will not be liable for any losses caused by any unauthorized use of Your account. You may control Your User Profile and how You interact with the Service by changing settings that are made available to You.

**E. Notice to ProCrewz.** If You do not agree to the Terms, including any amended Terms, wish to withdraw Your permission for ProCrewz to access your mobile device, or for any reason want to terminate Your use of the Service, You must immediately stop using the Service and notify ProCrewz and your Employer of Your decision via email to [support@procrewz.com](mailto:support@procrewz.com) and your Employer via the email or other method designated by Your Employer. In Your notice to ProCrewz and your Employer,

You must include Your name, the email address You registered with ProCrewz, and a phone number where You can be reached. In general, Your account will be cancelled within seven (7) business days of Your cancellation request.

## 2. Service Availability and ProCrewz Right to Terminate

ProCrewz may, with or without prior notice, change the Service; stop providing the Service and/or change the features of the Service, to You or to Users generally; or create usage limits for the Service. ProCrewz may permanently or temporarily terminate or suspend Your access to the Service for any reason, including for violations of any provisions of these Terms, or for no reason at all. Upon termination for any reason or no reason, You remain bound by all applicable provisions of these Terms. You are responsible for all of the mobile data usage resulting from Your use of the Service and should consult your mobile device provider concerning Your plan, data rate charges and limits.

## 3. User Content

Some aspects of the Service allow Users to post content, such as profile information, comments, questions, and other content or information (such as communications to a Crew Coordinator, contact information and calendar entries) ("**User Content**"). ProCrewz claims no ownership rights over User Content created by You. The User Content that You create remains Yours; however, by sharing User Content through the Service, You agree to the User Content license grant below, and to allow others at ProCrewz and Your Employer to view, edit, and/or share Your User Content in accordance with Your settings and these Terms. ProCrewz has the right (but not the obligation) in its sole discretion to remove any User Content that is shared via the Service.

You agree not to post or transmit User Content that is unrelated to Your employment or that is improper, offensive, or illegal in any way (including but not limited to those laws grounded in contract, tort and/or intellectual property) or has the potential to create a risk of harm (whether financial, physical or mental) to others. ProCrewz reserves the right to reject and/or remove any User Content that ProCrewz or Your Employer believe, in their sole discretion, violates these Terms or any laws or regulations.

Further, You affirm, represent and warrant that Your User Content, and ProCrewz's or Your Employer's use thereof as contemplated by these Terms, will not violate any law or infringe any rights of any third party, including but not limited to any person's or entity's intellectual property or privacy rights. ProCrewz takes no responsibility and assumes no liability for any User Content that You post or send over the Service. You are solely responsible for Your User Content and the consequences of posting or publishing it, and You agree that ProCrewz is only acting as a passive conduit for Your online distribution and publication of Your User Content.

## 4. License Grant

By posting any User Content on the Service, You expressly grant, represent and warrant that You have all rights necessary to grant to ProCrewz a royalty-free, sub licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content and Your name, voice, and/or likeness as contained in Your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service.

## 5. Mobile Software

As part of the Service, ProCrewz will make available software and/or applications designed for mobile devices ("**Mobile Software**"). To use the Mobile Software, You must have a mobile device that is compatible with the Mobile Software. ProCrewz does not warrant that the Mobile Software will be compatible with Your mobile device. ProCrewz hereby grants You a non-exclusive, non-transferable, revocable license to use the Mobile Software in connection with Your employment. You may not: (i)

modify, disassemble, decompile or reverse engineer the Mobile Software, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Software; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (v) delete the copyright and other proprietary rights notices on the Mobile Software.

You acknowledge that ProCrewz may from time to time issue updated versions of the Mobile Software, and may automatically electronically update the version of the Mobile Software that You are using on Your mobile device. You consent to such automatic updating on Your mobile device, and agree that the terms and conditions contained herein will apply to all such updates. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source, third-party or end user license, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and ProCrewz or its third party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by You to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in these Terms, is void. ProCrewz reserves all rights not expressly granted herein.

## **6. ProCrewz' Communications With You**

By providing ProCrewz with Your email address, You consent to ProCrewz and Your Employer using the email address to send You Service and/or job related notices, including any notices required by law, in lieu of communications by U.S. Mail. ProCrewz may also use Your email address to send You other messages, such as changes to features of the Service.

## **7. ProCrewz' Proprietary Rights**

Except for Your User Content, the Service and all materials and information therein (the "**ProCrewz Content**"), and all intellectual property rights related thereto, are the exclusive property of ProCrewz or Your Employer, as applicable. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such intellectual property rights, and You agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any ProCrewz Content. Use of the ProCrewz Content for any purpose not expressly permitted by these Terms is strictly prohibited.

## **8. Features of the Service**

The following identifies some of the types of features that are part of the Service and that may be available for You to use.

1. Access to view today's jobs.
2. Access to view upcoming jobs.
3. Calendar view that will display jobs booked by Your Employer and that will have the ability for You to enter Your own additional assignments on the calendar. If You enter Your own assignments onto this calendar, You will be permitting Your Employer to check Your availability for other jobs.
4. Receive Your Employer's announcements that are sent to all employees.
5. Upload a profile photograph that is usable as part of Your credentials.
6. Update Your Contact Information and/or User Profile.
7. Clock in and out on a job while within a predetermined, limited area of the venue (geofenced). This feature uses the mobile device's location to determine whether You are within the allowable geofenced area for sign in, and permits You to clock in and out. NOTE that You must have Your mobile device's location services turned "on." The Point of Contact ("POC") on the job will be able to view all who have signed in, signed out, and those still pending. If You sign in or out at

the wrong time, the POC can enter the actual time in manually, but the record of any sign in by You still remains as a record. The POC also can sign an employee in or out if necessary if the employee does not have a mobile device or declines to use the Service.

8. Access maps to display the venue and to get directions to the venue using the map application on Your mobile device.
9. Submit expenses however, all expenses must be approved by Your Employer (and Your Employer's client as applicable) in order to be paid.
10. Click to contact Crew Coordinator directly.
11. Click to contact Point of Contact directly.
12. Send Notes about a job back to the Crew Coordinator.
13. View Message Board posts about the individual job.
14. View a summary of estimated and actual pay, benefits and hours for the job.

## 9. Additional Information About the Service and Service Features

**A. Geographic Coverage.** The Service is designed for residents of the contiguous United States, Alaska and Hawaii, and may include Canada. However, some features of the Service may not work in areas outside the wireless service coverage area for the mobile device on which the Mobile Software is installed.

**B. Battery Usage.** Use of the Service and Mobile Software may cause a power drain on the battery of Your mobile device. You may therefore want to limit Your use of the Service when not needed (such as when You are not working a job for Your Employer) and/or where possible, keeping Your mobile device connected to a power source.

## 10. Privacy and Security

**A. Registration.** When You create an account, we ask you to provide information, such as Your username, first and last name, email address, mobile phone number and a photo (if You choose to have a photo associated with Your account). Your data is stored on a secure server and we do not share your information with anyone outside of ProCrewz.

**B. Data collected through use of the Service.** After You set up Your account, ProCrewz may ask for other profile and demographic information, such as emergency medical instructions and information, and nickname.

**C. Geolocation.** When you sign in and sign out, ProCrewz will confirm that you are "on-site." The only time your location is confirmed is when you sign in or sign out. ProCrewz does not have access to your location while you are using the other features of the App or when you are not using the application.

**D. Messages and User Content.** ProCrewz and your Employer will collect information when You message ProCrewz, the Crew Coordinator or POC through use of the Service. ProCrewz and Your Employer may also retain any messages You send. ProCrewz and Your Employer will use this information to operate, maintain, and provide to You the features and functionality of the Service and to communicate directly with You concerning various aspects of Your employment, such as notice about a job, ProCrewz and/or Employer announcements, and the like.

**E. Information Automatically Collected.** When the Service is used, ProCrewz may collect certain information about Your use of the App through technology which is essential for the efficient use of the App, such as Firebase Analytics, which includes cookies and web beacons (cookies and web beacons serve to remember your ProCrewz identification and save site sign in information for you). Cookies and web beacons operating within Firebase Analytics collect information, such as your browsing behavior within ProCrewz (for example, which screens, links, functions within the App that are used most often and which version of the App you are operating. Firebase Analytics only operates within the environment of the ProCrewz App. Other technology used includes Crashlytics (reporting technology for fatal operating failures) and log files (a file of recorded events that occur within the operating system of ProCrewz, such as messages of error within the operating system or software). Other information collected may include mobile device type, mobile device IDs, IP address, User ID or other persistent identifiers, and location data collected from Your mobile device for the purpose of verifying proper

versions of the App for your use as well as to diagnose or fix technology problems. Some or all of this data may be combined with other information described above solely pursuant to the Terms of this policy.

**F. Security.** ProCrewz cares about the integrity and security of Your information. However, ProCrewz cannot guarantee that unauthorized third parties will never be able to defeat ProCrewz' security measures or use Your information for improper purposes. You acknowledge that You provide information at Your own risk.

## 11. Indemnity

You agree to defend, indemnify and hold harmless ProCrewz and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) Your use of and access to the Service, including any data or content transmitted or received by You; (ii) Your violation of the Terms contained herein; (iii) Your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (iv) Your violation of any applicable law, rule or regulation; (v) any claim or damages that arise as a result of any User Content or other information that is submitted via Your account; or (vi) any other party's access and use of the Service with Your unique username, password or other appropriate security code.

## 12. No Warranty/Limitation of Liability

**THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PRIVACY, SECURITY, ACCURACY, TIMELINESS, QUALITY, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PROCREWZ, YOUR EMPLOYER, OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, PROCREWZ, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT: (I) THE SERVICE OR RESULTS THAT ARE OBTAINED FROM USE OF THE SERVICE (E.G., DATA, INFORMATION, LOCATION); (II) THE SERVICE OR RESULTS THAT ARE OBTAINED FROM USE OF THE SERVICE WILL MEET YOUR REQUIREMENTS; (III) THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, TIMELY, UNINTERRUPTED OR SECURE; (IV) ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR (V) THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PROCREWZ, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL PROCREWZ BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROCREWZ ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY: (I) ERRORS, OMISSIONS, MISTAKES, OR INACCURACIES FROM THE SERVICE OR RESULTS THAT ARE OBTAINED FROM USE OF THE SERVICE (E.G., DATA, INFORMATION,**

LOCATION); (II) PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY; AND/OR (VIII) ANY ACTION OR INACTION OF THIRD PARTIES. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF PROCREWZ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

**NOTE: SOME STATES DO NOT ALLOW FOR THE DISCLAIMER OR EXCLUSION OF SOME WARRANTIES, INCLUDING THE IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE DISCLAIMERS, LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT 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 THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.**

### 13. Governing Law and Arbitration

**A. Governing Law.** You agree that: (i) the Service shall be deemed solely based in Illinois; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over ProCrewz, either specific or general, in jurisdictions other than Illinois. The Terms shall be governed by the internal substantive laws of the State of Illinois, without respect to its conflict of laws principles. You acknowledge that the Terms evidence a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). You further agree to submit to the personal jurisdiction of the federal and state courts located in DuPage County, Illinois for any actions for which ProCrewz retains 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 ProCrewz' copyright, trademark, trade secret, patent, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below.

**B. 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 PROCREWZ.** In the unlikely event that ProCrewz has not been able to resolve a dispute it has with You, unless prohibited by law, You agree to resolve any claim, dispute, or controversy (excluding any ProCrewz claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof (collectively, "**Claims**"), by final and binding arbitration by the American Arbitration Association ("AAA") under the relevant commercial arbitration rules then in effect. The arbitration will be conducted in DuPage County, Illinois, unless You and ProCrewz agree otherwise. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and 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 to prevent ProCrewz from seeking injunctive or other equitable relief from the courts as necessary to protect any of ProCrewz' proprietary interests. **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 USER'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND PROCREWZ 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.**

#### **14. General**

**A. Assignment.** The Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by ProCrewz without restriction. Any attempted transfer or assignment by You in violation hereof shall be null and void.

**B. Notifications from ProCrewz.** ProCrewz may provide notifications, whether such notifications are required by law or are for other business related purposes, to You via email notice, written or hard copy notice, or through posting of such notice on ProCrewz' website or mobile application, as determined by ProCrewz and Your Employer in their sole discretion. ProCrewz reserves the right to determine the form and means of providing notifications to its Users about the App, provided that You may opt out of certain means of notification as described in these Terms. ProCrewz is not responsible for any automatic filtering You or Your network provider may apply to email notifications ProCrewz sends to the email address You provide. ProCrewz may, in its sole discretion, modify or update these Terms from time to time, and You should review these Terms periodically. Your continued use of the Service after any such change constitutes Your acceptance of the new Terms. If You do not agree to any of these Terms or any future Terms, You must follow the "Notice to ProCrewz" procedure above.

**C. Entire Agreement/Severability.** These Terms, together with any amendments and any additional agreements you may enter into with ProCrewz in connection with the Service, shall constitute the entire agreement between You and ProCrewz concerning the Service. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

**D. No Waiver.** No waiver of any provision contained here shall be deemed a further or continuing waiver of such provision or any other provision, and ProCrewz' failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

**E. Contact.** If you have any questions about these terms of use and privacy policy, please contact [support@procrewz.com](mailto:support@procrewz.com).