

END USER LICENSE AND TERMS OF SERVICE

Effective Date: June 1, 2017

Last Updated Date: October 9, 2017

1. **Acceptance of the Terms and Conditions.**

a. Binding Agreement; Description. Hyr Inc. ("**Hyr**," "**we**," "**us**" or "**our**") provides and makes available its marketing tools, scheduling tools, website located at www.hyr.work (the "**Site**"), and its Hyr mobile application (the "**App**") (collectively, the "**Service**"). All uses of the Service are subject to the terms and conditions in this End User License and Terms of Service (this "**EULA**"). Please read this EULA carefully. By accessing, browsing or otherwise using the Service, you acknowledge that you have read, understood, and agree to be bound by this EULA. If you do not accept this EULA's terms and conditions, you may not access, browse or use the Service.

AS FURTHER DESCRIBED BELOW, THIS EULA REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

b. Changes to this EULA. You understand and agree that Hyr may change this EULA at any time without prior notice; provided that Hyr will endeavor to provide you with prior notice of any material changes. You may read a current, effective copy of this EULA at any time by selecting the appropriate link on the Service. The revised terms and conditions will become effective at the time of posting. Any use of the Service after such date will constitute your acceptance of such revised terms and conditions. If any change to this EULA is not acceptable to you, then your sole remedy is to stop accessing, browsing and otherwise using the Service. The terms of this EULA will govern any updates Hyr provides to you that replace and/or supplement any portion of the Service, unless the upgrade is accompanied by a separate license or revised EULA, in which case the terms of that license or revised EULA will govern. Notwithstanding the preceding sentences of this Section 1.b, no revisions to this EULA will apply to any dispute between you and Hyr that arose prior to the effective date of such revision.

c. Privacy Policy. Your access to and use of the Service is subject to Hyr's Privacy Policy ("**Privacy Policy**"), which is incorporated herein by reference.

d. Eligibility. THE SERVICE IS NOT FOR PERSONS UNDER THE AGE OF 13 OR FOR ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE SERVICE BY HYR. IF YOU ARE UNDER 13 YEARS OF AGE, YOU MUST NOT USE OR ACCESS THE SERVICE AT ANY TIME OR IN ANY MANNER. By using the Service, you affirm that you are at least the age of majority in your province of residence.

2. **The Service.**

a. Hyr is Solely a Venue for Communications. Hyr is a communications platform for enabling the connection between individuals seeking to obtain services ("**Requesters**") and independent professionals seeking to provide services ("**Professionals**"). Hyr does not itself provide professional services. The provision of all professional services is up to the Professionals, which may be scheduled through use of the App. Hyr offers tools, information, and a method for Requesters to obtain professional services, but does not, nor does it intend to, provide such professional services.

b. Mobile Services. The App may offer the Service via a mobile phone, tablet or other wireless device (collectively, "**Mobile Services**"). Your mobile carrier's normal messaging, data, and other rates and fees will apply to your use of the Mobile Services. In addition,

downloading, installing, or using certain Mobile Services may be prohibited or restricted by your mobile carrier, and not all Mobile Services may work with all carriers or devices. Therefore, you are solely responsible for checking with your mobile carrier to determine if the Mobile Services are available for your mobile device(s), what restrictions, if any, may be applicable to your use of the Mobile Services, and how much they will cost you. Nevertheless, all use of the App and the related Mobile Services must be in accordance with this EULA. For improved accuracy with payments, check ins and check outs, customer support, and safety, Hyr may collect and store your location information if you enable your mobile device to send it to us. Collection of your location may improve the provision of the Service. The App uses location-based APIs as an essential part of its functionality, and certain features of the App will not function correctly if location services are disabled in the App.

3. **Registration.** In order for Professionals and Requesters to engage Hyr for its Service, each must create accounts on the Service pursuant to the Agreement Between Independent Professional & Hyr For Use Of Hyr Service or the Agreement Between Requester & Hyr For Use Of Hyr Service, as applicable.

4. **Intellectual Property Rights**

a. **License.** The Service is licensed, not sold, to you for use only under the terms of this EULA. Hyr reserves all rights not expressly granted to you. Subject to your complete and ongoing compliance with this EULA, Hyr hereby grants you a personal, limited, revocable, non-transferable license to access and use the Service.

b. **Content.** Except for User Content, the content made available on or through the Service, including without limitation, any text, graphics, photos, software, and interactive features, may be protected by copyright or other intellectual property rights and owned by Hyr or Hyr's third party licensors (the "**Hyr Content**"). You may not copy, reproduce, upload, republish, transmit, post or distribute any materials from the Service in any way without prior express written permission of the copyright owner of such material or as otherwise specified in this EULA or permitted by the Service's functionalities. You may not modify or use any materials obtained from or available through the Service unless you have obtained the applicable copyright owner's prior express written authorization. Hyr solely owns all design rights, databases and compilation and other intellectual property rights in and to the Service, in each case whether registered or unregistered, and related goodwill.

c. **Marks.** The Hyr trademarks, service marks, and logos (the "**Hyr Trademarks**") used and displayed on the Service are Hyr's registered and unregistered trademarks or service marks. Other product and service names located on the Service may be trademarks or service marks owned by third parties (the "**Third-Party Trademarks**," and, with the Hyr Trademarks, the "**Trademarks**"). Nothing on the Service or in this EULA should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on this Service without Hyr's prior express written consent for each individual use. You may not use the Trademarks to disparage Hyr or the applicable third-party, Hyr's or a third-party's products or services, or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks. You may not use any Trademarks as part of a link to or from any Service without Hyr's prior express written consent. All goodwill generated from the use of any Hyr Trademark will inure solely to Hyr's benefit.

d. **Restrictions.** You may not sell, transfer, assign, license, sublicense, or modify the Hyr Content or App, and you may not reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Hyr Content in any way for any public purpose. The use or posting of any of the Hyr Content on any other website or in a networked computer environment for any purpose is expressly prohibited. In addition, you also may not attempt to

derive the source code of, modify, or create derivative works of the App, any updates, or any part thereof (except as and only to the extent any of the foregoing restrictions are prohibited by applicable law). If you violate any part of this EULA, then your right to access and/or use the Hyr Content and Service will automatically terminate and you must immediately destroy any copies you have made of the Hyr Content.

5. **User Content.**

a. **Definition.** “**User Content**” means any content that users upload, post or transmit (collectively, “**Post**”) to or through the Service including, without limitation, literary works, photographs, audiovisual works, artwork and any other work subject to protection under the laws of the United States or any other jurisdiction, including, but not limited to, patent, trademark, trade secret, and copyright laws.

b. **Screening User Content.** Hyr offers users the ability to submit User Content to the Service. Hyr does not pre-screen any User Content, but reserves the right to refuse or delete any User Content in its sole discretion. In addition, Hyr has the right, but not the obligation, in its sole discretion to refuse or delete any User Content that it reasonably considers to violate this EULA or be otherwise illegal or inappropriate Hyr does not guarantee the accuracy, integrity or quality of any User Content, and under no circumstances will Hyr be liable in any way for any User Content, including liability for any errors or omissions in any User Content or for any loss or damage of any kind incurred as a result of the use of any User Content uploaded, posted, emailed or otherwise transmitted via the Service.

c. **Intellectual Property Rights.** YOU RETAIN OWNERSHIP OF ANY RIGHTS YOU MAY HAVE IN YOUR USER CONTENT AND SUBMITTING YOUR USER CONTENT TO THE SERVICE DOES NOT TRANSFER OWNERSHIP OF YOUR RIGHTS.

d. **Licenses to User Content.** You hereby grant Hyr an unrestricted, assignable, sublicensable, revocable, royalty-free license throughout the universe to reproduce, distribute, publicly display, communicate to the public, publicly perform (including by means of digital audio transmissions and on a through-to-the-audience basis), make available, create derivative works from, retransmit from External Sites (as defined below), and otherwise exploit and use (“**Use**”) all User Content you Post to or through the Service by any means, through any media and formats now known or hereafter developed, for the purpose of providing the Service as authorized by this EULA. You further grant Hyr a royalty-free license to use your user name, image, and likeness to identify you as the source of any of your User Content. You must not post any User Content on or through the Service or transmit to Hyr any User Content that you consider to be confidential or proprietary.

e. **You Must Have Rights to the Content You Post.** You must not Post any User Content to the Service if you are not fully authorized to grant rights in all of the elements of the User Content you intend to Post to the Service. You represent and warrant that: (a) you own the User Content Posted by you on or through the Service or otherwise have the right to grant the license set forth in this EULA; (b) the Posting and Use of your User Content on or through the Service does not violate privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, moral rights, or any other third party’s rights; (c) the Posting of your User Content will not require us to obtain any further licenses from or pay any royalties, fees, compensation or other amounts or provide any attribution to any third parties; and (d) the Posting of your User Content on the Service does not result in a breach of contract between you and a third party.

f. **Waiver of Rights to User Content.** By Posting User Content to or through the Service, you waive any rights to prior inspection or approval of any marketing or promotional

materials related to such User Content. You also waive any and all rights of privacy, publicity, or any other rights of a similar nature in connection with your User Content. To the extent any moral rights are not transferable or assignable, you hereby waive and agree never to assert any and all moral rights, or to support, maintain or permit any action based on any moral rights that you may have in or with respect to any User Content you Post to or through the Service.

g. No Liability. For the avoidance of doubt, Hyr will not be liable for any unauthorized use of User Content by any other user or third party.

6. **Restrictions on Use of the Service.**

- a. In using the Service, you agree not to:
 - i. take any action that imposes an unreasonable load on the Service's infrastructure;
 - ii. use any device, software or routine to interfere or attempt to interfere with the proper working of the Service, or any activity conducted on the Service;
 - iii. attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or making up the Service;
 - iv. alter, deface, mutilate, or otherwise bypass any approved software through which the Service is made available;
 - v. use any trademarks, service marks, design marks, logos, photographs, or other content belonging to Hyr;
 - vi. access, tamper with, or use non-public areas of the Service, Hyr's (and its hosting company's) computer systems and infrastructure, or the technical delivery systems of Hyr's providers;
 - vii. harass, abuse, harm, or advocate or incite harassment, abuse, or harm of another person or group, including Hyr employees;
 - viii. provide any false personal information to Hyr;
 - ix. create a false identity or impersonate another person or entity in any way;
 - x. restrict, discourage, or inhibit any person from using the Service, disclose personal information about a third person on the Service or obtained from the Service without the consent of that person, or collect information about users of the Service;
 - xi. gain unauthorized access to the Service, to other users' accounts, names, or personally identifiable information, or to other computers or websites connected or linked to the Service;
 - xii. post, transmit or otherwise make available any virus, worm, spyware, or any other computer code, file, or program that may or is intended to disable, overburden, impair, damage, or hijack the operation of any hardware, software, or telecommunications equipment, or any other aspect of the Service or communications equipment and computers connected to the Service;
 - xiii. interfere with or disrupt the Service, networks, or servers connected to the Service or violate the regulations, policies or procedures of those networks or servers;
 - xiv. violate any applicable federal, provincial, or local laws or regulations or the terms of this EULA; or

xv. assist or permit any persons in engaging in any of the activities described above.

7. **External Sites.** The Service may contain links to third party websites (“**External Sites**”). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. Hyr is not responsible for the content of any linked External Sites and makes no representations regarding the content or accuracy of any materials on such External Sites. If you decide to access any External Sites, you do so at your own risk.

8. **Feedback.** We pride ourselves on paying close attention to the interests, feedback, comments, and suggestions we receive from our users. If you choose to contribute by sending Hyr or our employees any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings (such as audio, visual, games, or other types of content), promotions, strategies, or product/feature names, or any related documentation, artwork, computer code, diagrams, or other materials (collectively “**Feedback**”), then regardless of what your accompanying communication may say, the following terms will apply, so that future misunderstandings can be avoided. By sending Feedback to Hyr, you agree that:

a. Hyr has no obligation to review, consider, or implement your Feedback, or to return to you all or part of any Feedback for any reason;

b. Feedback is provided on a non-confidential basis, and Hyr has no obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way; and

c. You irrevocably grant Hyr perpetual and unlimited permission to reproduce, distribute, create derivative works of, modify, publicly perform (including on a through-to-the-audience basis), communicate to the public, make available, publicly display, and otherwise use and exploit the Feedback and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services that incorporate or embody Feedback, whether in whole or in part, and whether as provided or as modified.

9. **Notice and Procedure for Making Claims of Copyright or Other Intellectual Property Infringements.** Hyr respects the intellectual property of others.

a. **Repeat Infringer Policy.** Hyr’s intellectual property policy is to (i) remove or disable access to material that Hyr believes in good faith, upon notice from an intellectual property owner or its agent, is infringing the intellectual property of a third party by being made available through the Service, and (ii) remove any User Content uploaded to the Service by “repeat infringers.” Hyr considers a “repeat infringer” to be any user that has uploaded User Content or Feedback to or through the Service and for whom Hyr has received more than two takedown notices compliant with 17 U.S.C. § 512 with respect to such User Content or Feedback. Hyr has discretion, however, to terminate the account of any user after receipt of a single notification of claimed infringement or upon Hyr’s own determination.

b. **Procedure for Reporting Claimed Infringement.** If you believe that content on or the Service has been used or exploited in a manner that infringes an intellectual property right you own or control, then please promptly send a “**Notification of Claimed Infringement**” containing the following information to the Designated Agent identified below. Your Notification of Claimed Infringement may be shared by Hyr with the user alleged to have infringed a right you own or control. Your communication must include substantially the following:

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of the work(s) that has/have been allegedly infringed;
- ii. Identification of works or materials being infringed, or, if multiple works are covered by a single notification, a representative list of such works;
- iii. Identification of the specific material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Hyr to locate the material;
- iv. Information reasonably sufficient to permit Hyr to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- v. A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You should consult with your own lawyer and/or see 17 U.S.C. § 512 to confirm your obligations to provide a valid notice of claimed infringement.

c. Designated Agent Contact Information. Hyr’s designated agent for receipt of Notifications of Claimed Infringement (the “**Designated Agent**”) can be contacted at:

Via e-mail: copyright@hyr.work

Via mail: Hyr Inc.

307 W 38th Street, Suite 1301

New York, NY 10018

d. Counter Notification. If you receive a notification from Hyr that material made available by you on or through the Service has been the subject of a Notification of Claimed Infringement, then you will have the right to provide Hyr with what is called a “**Counter Notification.**” A Counter Notification must be in writing, provided to Hyr’s Designated Agent and include substantially the following information:

- i. A physical or electronic signature of the subscriber;
- ii. 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;
- iii. A statement under penalty of perjury that the subscriber has 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;
- iv. The subscriber’s name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber’s address is outside of the United States, for any judicial district in which Hyr may be found, and that the subscriber will accept service of process from the person who provided notification under Section 9.a above or an agent of such person; and

v. A party submitting a Counter Notification should consult a lawyer or see 17 U.S.C. § 512 to confirm the party's obligations to provide a valid counter notification under the Copyright Act.

e. Reposting of Content Subject to a Counter Notification. If you submit a Counter Notification to Hyr in response to a Notification of Claimed Infringement, Hyr will promptly provide the person who provided the Notification of Claimed Infringement with a copy of your Counter Notification and inform that person that Hyr will replace the removed User Content or Feedback or cease disabling access to it in 10 business days, and Hyr will replace the removed User Content or Feedback and cease disabling access to it not less than 10, nor more than 14, business days following receipt of the Counter Notification, unless Hyr's Designated Agent receives 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 Hyr's system or network.

f. False Notifications of Claimed Infringement or Counter Notifications. The Copyright Act provides 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 [Hyr] 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.

17 U.S.C. § 512(f).

Hyr reserves the right to seek damages from any party that submits a Notification of Claimed Infringement or Counter Notification in violation of the law.

10. **Dispute Resolution.**

a. **Generally.** In the interest of resolving disputes between you and the Hyr in the most expedient and cost effective manner, you and the Hyr agree that any dispute arising out of or in any way related to this EULA or your use of the Service will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or in any way related to this EULA or your use of the Service, 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 this EULA. **YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS EULA, YOU AND THE HYR ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**

b. **Exceptions.** Despite the provisions of the Section entitled "Generally" directly above, nothing in this EULA will be deemed to waive, preclude, or otherwise limit the right of either party to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (iii) seek injunctive relief in a court of law; or (iv) to file suit in a court of law to address an intellectual property infringement claim.

c. **Arbitrator.** Any arbitration between you and the Hyr will be governed by the Federal Arbitration Act, and governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this EULA, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting the Hyr. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

d. **Notice; Process.** A party who intends to seek arbitration must first send a written notice of the dispute to the other party by U.S. Mail or electronic mail (“Notice”). The Hyr’s address for Notice is: 307 W 38th Street, Suite 1301, New York, NY, 10018 or legal@hyr.work. The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) 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 is received, you or Hyr may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Hyr must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor, Hyr will pay you the highest of the following: (i) the amount awarded by the arbitrator, if any; (ii) the last written settlement amount offered by Hyr in settlement of the dispute prior to the arbitrator’s award; or (iii) \$1,000.

e. **Fees.** If you commence arbitration in accordance with this EULA, Hyr will reimburse you for your payment of the filing fee, unless your claim is for more than \$15,000 or as set forth below, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in New York, New York, but if the claim is for \$15,000 or less, you may choose whether the arbitration will be conducted: (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephone hearing; or (iii) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Hyr for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. 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. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator’s ruling on the merits.

f. **No Class Actions.** YOU AND HYR 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 Hyr 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.

g. **Modifications to this Arbitration Provision.** If Hyr makes any future change to this arbitration provision, other than a change to Hyr’s address for Notice, you may reject the change by sending us written notice within 30 days of the change to Hyr’s address for Notice, in which case this arbitration provision, as in effect immediately prior to the changes you rejected, will continue to govern any disputes between you and Hyr. If you do not send such written

notice, your continued use of the Service following any such change means that you have consented to such change.

h. **Enforceability.** If the Section entitled “No Class Actions” is found to be unenforceable or if the entirety of this Section 10 is found to be unenforceable, then the entirety of this Section 10 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described directly below will govern any action arising out of or related to this EULA or your use of the Service.

i. **Choice of Law; Venue.** If you are visiting the Service from the United States, then (A) this EULA will be governed and construed in accordance with the laws of the State of New York, excluding its conflicts of law rules, and (B) for any lawsuit or court proceeding permitted under this EULA, you and Hyr agree to submit to the personal and exclusive jurisdiction and venue of the courts located within New York, New York. If you are visiting the Service from any other jurisdiction, then (Y) this EULA will be governed and construed in accordance with the laws of the province of Ontario and the federal laws of Canada, as applicable and (B) for any lawsuit or court proceeding permitted under this EULA, you and Hyr agree to submit to the personal and exclusive jurisdiction and venue of the courts in Ontario, Canada.

11. **Limitation of Liability and Disclaimer of Warranties.**

a. TO THE FULLEST EXTENT PERMITTED BY LAW, HYR, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS (COLLECTIVELY, THE “**HYR PARTIES**”) MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE SERVICE AND ANY CONTENT AVAILABLE ON THE SERVICE, INCLUDING BUT NOT LIMITED, TO THE ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS OR RELIABILITY THEREOF. THE HYR PARTIES WILL NOT BE SUBJECT TO LIABILITY FOR THE TRUTH, ACCURACY OR COMPLETENESS OF ANY CONTENT OR ANY OTHER INFORMATION CONVEYED TO ANY USER, OR FOR ERRORS, MISTAKES OR OMISSIONS THEREIN, OR FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA, OR INFORMATION STREAM FROM WHATEVER CAUSE. TO THE FULLEST EXTENT PERMITTED BY LAW, AS A USER, YOU AGREE THAT YOU USE THE SERVICE AND ANY CONTENT AT YOUR OWN RISK.

b. TO THE FULLEST EXTENT PERMITTED BY LAW, THE HYR PARTIES DO NOT WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE, OR THAT THE SERVICE AND ANY CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE SERVICE OR ANY CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, NO HYR PARTY WILL BE RESPONSIBLE FOR THOSE COSTS.

c. TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE AND ALL CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, THE HYR PARTIES DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

d. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL ANY HYR PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM, OR IN CONNECTION

WITH, THE USE OR INABILITY TO USE THE SERVICE AND ANY CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF SUCH HYR PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HYR'S LIABILITY, AND THE LIABILITY OF ANY OTHER HYR PARTIES, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO \$100.

12. **Third Party Disputes.** HYR IS NOT AFFILIATED WITH ANY CARRIER, SERVICE PROVIDER, OR OTHER THIRD PARTY SERVICE, AND ANY DISPUTE YOU HAVE WITH ANY CARRIER, SERVICE PROVIDER, THIRD PARTY SERVICE OR OTHER THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY OTHER USER OF THE SERVICE, IS DIRECTLY BETWEEN YOU AND SUCH THIRD PARTY, AND, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU IRREVOCABLY RELEASE THE HYR PARTIES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

13. **Indemnification.** To the fullest extent permitted by law, you agree to defend, indemnify, and hold harmless the Hyr Parties from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this EULA, any determination that you are an employee of Hyr, or your access to, use or misuse of the Hyr Content or Service. Hyr will notify you of any such claim, suit, or proceeding. Hyr reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting Hyr's defense of such matter.

14. **Termination of the EULA.** Hyr reserves the right, in its sole discretion, to restrict, suspend, or terminate this EULA and your access to all or any part of the Service at any time and for any reason without prior notice or liability. Hyr reserves the right to change, suspend, or discontinue all or any part of the Service at any time without prior notice or liability. Sections 1, 4.b, 4.c, 4.d, 5.d, 5.e, 5.f, 5.g, 6, 8, 9, 10 - 17 survive the termination of this EULA indefinitely.

15. **Consent to Electronic Communications.** By using the Service, you consent to receiving certain electronic communications from us as further described in the Privacy Policy. Please read the Privacy Policy to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

16. **Miscellaneous.** You agree that no joint venture, partnership, employment, or agency relationship exists between you and Hyr as a result of this EULA or use of the Service. You further acknowledge that by submitting User Content, no confidential, fiduciary, contractually implied or other relationship is created between you and Hyr other than pursuant to this EULA. If any provision of this EULA is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this EULA, which will remain in full force and effect. Hyr's failure to act on or enforce any provision of this EULA will not be construed as a waiver of that provision or any other provision in this EULA. No waiver will be effective against Hyr unless made in writing, and no such waiver will be construed as a waiver in any other or subsequent instance. Except as expressly agreed by Hyr and you, this EULA constitutes the entire agreement between you and Hyr with respect to the subject matter hereof, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter herein. The section headings are provided merely for convenience and will not be given any legal import. This EULA will

inure to the benefit of our successors and assigns. You may not assign this EULA or any of the rights or licenses granted hereunder, directly or indirectly, including by sale, merger, change of control, operation of law or otherwise, without the prior express written consent of Hyr. This means that in the event you dispose of any device on which you have installed the App, such as by sale or gift, you are responsible for deleting the App from your mobile device prior to such disposition. Hyr may assign this EULA, including all its rights hereunder, without restriction.

17. **Contact Us.** If you would like to contact us in connection with your use of the Service, then please refer to the contact information below: 307 W 38th Street, Suite 1301, New York, NY, 10018.

NOTICE REGARDING APPLE. You acknowledge that this EULA is between you and Hyr only, not with Apple, and Apple is not responsible for the App or the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, then you may notify Apple and Apple will refund the purchase price for the relevant App to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the App. Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights. You agree to comply with any applicable third party terms, when using the App. Apple, and Apple's subsidiaries, are third party beneficiaries of this EULA, and upon your acceptance of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against you as a third party beneficiary of this EULA. You hereby represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. If Hyr provides a translation of the English language version of this EULA, the translation is provided solely for convenience, and the English version will prevail.