

## IT WEBSITE TERMS OF USE

This policy is for employment with CoWorx Staffing Services LLC, and its affiliated companies including but not limited to Access Staffing Services LLC (collectively, "CoWorx").

These Terms of Use are a legally binding contract between you and CoWorx Staffing LLC ("CoWorx," "we," or "us") regarding your use of CoWorx' suite of online services and software applications (the "Service").

PLEASE READ THE FOLLOWING TERMS CAREFULLY. BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE CoWorx PRIVACY POLICY (TOGETHER, THE "TERMS"). If you are not eligible, or do not agree to the Terms, then you do not have our permission to use the Service.

These Terms provide that all disputes between you and CoWorx with respect to your use of the Service will be resolved by BINDING ARBITRATION, to the fullest extent permitted under applicable law. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract, except for matters that may be taken to small claims court, to the fullest extent permitted under applicable law. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury, and your claims cannot be brought as a class action, to the fullest extent permitted under applicable law. Please review Section 22 ("Dispute Resolution and Arbitration") for the details regarding your agreement to arbitrate any disputes with CoWorx.

1. **The Service Overview.** The Service is intended only to provide employee and employment services to jobseekers and employers. You may not access or use the Service for any other purpose. You are solely responsible for any information, images, videos, or other content or materials you upload to or transmit through the Service ("Communications Data").
2. **Eligibility.** You must be at least 18 years old to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are an individual who is at least 18 years old; (b) you have not previously been suspended or removed from the Service; (c) your registration and your use of the Service is in compliance with all applicable laws and regulations; and (d) you have read and agree to our CoWorx Privacy Policy as further described in Section 10 below. To request a copy of our Privacy Policy, you may email us at [policies@CoWorxstaffing.com](mailto:policies@CoWorxstaffing.com). If you are under the age of 18 and not an emancipated minor or its equivalent under applicable law, then you represent and warrant that you have obtained the consent of your parent or legal guardian to use the CoWorx services. If you use or open an account on the Service on behalf of a company, entity, or organization (each of which is an "Organization"), then you represent and warrant that you: (i) are an authorized representative of that Organization with the authority to bind the Organization to these Terms of Use, (ii) are bound by these Terms of Use on behalf of the Organization, and (iii) are binding the Organization to these Terms of Use. In these Terms of Use, "you" shall mean the person using the Service and the Organization on whose behalf the person is using the App.
3. **Licenses**
  - a. **Limited License.** Subject to your ongoing compliance with these Terms, CoWorx grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service for your personal, non-commercial use for lawful purposes.

- b. **License Restrictions.** Except and solely to the extent permitted by applicable law notwithstanding these restrictions, you may not at any time, directly or indirectly, and may not permit any other person to: (i) reproduce, distribute, publicly display, or publicly perform the Service or any part thereof; (ii) reverse engineer, decompile, or make modifications to the Service or any part thereof; or (iii) interfere with or circumvent any feature of the Service or any part thereof, including any security or access control mechanism. If you are prohibited under applicable law from using the Service, you may not use it.
  - c. **Reservation of Rights.** CoWorx reserves all rights not expressly granted to you in these Terms. Except for the limited rights and licenses expressly granted under these Terms, nothing in these Terms grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to the CoWorx intellectual property.
  - d. **Open Source Software.** The Service may include or incorporate third-party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute such components (“Open Source Components”). Although the Service is provided to you subject to these Terms, nothing in these Terms will be deemed to prevent, restrict, or otherwise prevent or restrict you from obtaining such Open Source Components under the applicable third-party licenses or to limit your use of such Open Source Components thereunder.
4. **Consent to Communications and Monitoring/Recording of Voice Calls and Text Messages Made Through the Service.** By providing us with your contact information and using the Service, you agree to receive communications, including via e-mail and phone calls (including text messages and calls made using an autodialer or prerecorded voice message) from or on behalf of CoWorx using the Service at the email address or telephone number you provided even if that number is on a National or State Do Not Call List. These calls and messages may be for informational purposes, such as to provide you with the information you requested. Standard text messaging and telephone minute charges applied by your cell phone carrier will apply.

CoWorx may, without further notice or warning and in our discretion, monitor and/or record video and voice calls and text message-based communications for our business purposes, such as quality assurance and training purposes and to protect our rights and the rights of others, and you hereby consent to such monitoring and recording.

IF YOU WISH TO OPT OUT OF MARKETING EMAILS FROM US, YOU CAN UNSUBSCRIBE BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE MARKETING EMAIL ITSELF. IF YOU WISH TO OPT OUT OF SMS and MMS TEXTS FROM US, YOU MAY REPLY “STOP” FROM THE MOBILE DEVICE RECEIVING THE MESSAGES. You understand and agree that you may continue to receive communications while CoWorx processes your opt-out request, and you may also receive a communication confirming the receipt of your opt-out request.

## 5. User Content

- a. **User Content Generally.** Certain features of the Service may permit you or other users to upload content to the Service, including Communications Data and other messages, data, text, and other types of information (“User Content”). You retain any copyrights, moral rights, and any other proprietary rights that you may hold in the User Content that you post to the Service.
- b. **Limited License Grant to CoWorx.** By submitting User Content, you grant CoWorx a worldwide, non-exclusive, royalty-free, fully paid, unrestricted right and license (with the right to sublicense) to use, host, store, transfer, reproduce, modify, and distribute your User Content, in whole or in part, in accordance with our Privacy Policy, in any media formats and through any media channels now known or hereafter developed. To request a copy of our Privacy Policy, you may email us at [policies@CoWorxstaffing.com](mailto:policies@CoWorxstaffing.com).

- c. **User Content Representations and Warranties.** You are solely responsible for your User Content and the consequences of posting or publishing User Content. By posting or publishing User Content, you affirm, represent, and warrant that:
- i. you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize CoWorx and users of the Service to use and distribute your User Content as necessary to exercise the licenses granted by you in this section, in the manner contemplated by the Service, CoWorx, and these Terms; and
  - ii. your User Content, and the use of the Service as contemplated by these Terms, does not and will not: (x) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (y) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (z) cause CoWorx to violate any law or regulation, including laws related to the privacy of personal or health information.
- d. **User Content Disclaimer.** We are under no obligation to monitor, edit, or control User Content that you or other users submit, and will not be in any way responsible or liable for User Content or any failure to review or act upon User Content. CoWorx may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms or is otherwise objectionable. To the fullest extent allowed under applicable law, you agree to waive, and do waive, any legal or equitable right or remedy you have or may have against CoWorx with respect to User Content. We expressly disclaim any and all liability in connection with User Content, to the fullest extent allowed under applicable law. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice.

## 6. Procedure for Unlawful User Content

- a. **General.** If you believe that any User Content does not conform to these Terms, please notify us at [policies@CoWorxstaffing.com](mailto:policies@CoWorxstaffing.com).
- b. **DMCA Notification.** We comply with the provisions of the Digital Millennium Copyright Act (the “DMCA”) applicable to our operations (17 U.S.C. §512, as amended). If you have an intellectual property rights-related complaint about material posted on the Service, you may contact our designated agent at the following address:

CoWorx Staffing LLC  
ATTN: IT Department (Copyright Notification)  
412 Mt. Kemble Ave, Ste 200C  
Morristown, NJ 07960  
800-754-7000  
Email: [policies@CoWorxstaffing.com](mailto:policies@CoWorxstaffing.com)

Please note that under applicable law, if you knowingly give false, misleading or inaccurate information that User Content is infringing, you may be subject to civil or criminal penalty. Any notice under the Digital Millennium Copyright Act (the “DMCA”) alleging that materials hosted by or distributed through the Service infringe intellectual property rights must include all of the information required by the DMCA for such notices.

- c. **Repeat Infringers.** CoWorx will take steps to promptly terminate without notice the accounts of users that are determined by CoWorx to be “Repeat Infringers.” A Repeat Infringer is a user who has been notified of infringing activity or has had User Content removed from the Service at least three times.
7. **Prohibited Conduct.** BY USING THE SERVICE YOU AGREE NOT TO, DIRECTLY OR INDIRECTLY, AND MAY NOT PERMIT ANY AUTHORIZED USERS OR ANY OTHER PERSON TO:
- a. use or access the Service (i) from a jurisdiction where such use or access is not authorized, (ii) for any illegal purpose, or (iii) in violation of any local, state, national, or international law;
  - b. conduct activities that may be harmful to others or that could damage CoWorx’ reputation;
  - c. violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right, or violating any third party privacy right;
  - d. post, upload, or distribute marketing or advertising links or content, or any User Content or other content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;
  - e. use scrapers, robots, or other data gathering devices not provided by CoWorx on or through the Service;
  - f. interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; or (ii) reverse engineering, decompiling, or otherwise attempting to discover the source code of any portion of the Service, including the app(s), except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction;
  - g. interfere with the operation of the Service or any user’s enjoyment of the Service, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Service; (iii) attempting to collect personal information, Communications Data, or other information about another user or third party without their consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service, or violating any regulation, policy, or procedure of any such network, equipment, or server;
  - h. perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation or accreditation, accessing any other Service account without permission, or falsifying your account registration information;
  - i. modify, translate, or create derivative works, adaptations or compilations of, or based on, the Service or part thereof, or use, copy or reproduce the Service or any part thereof other than as expressly permitted in these Terms;
  - j. assign, sublicense, lease, sell, grant a security interest in, or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 12) or any right or ability to view, access, or use any Material; or
  - k. attempt to do any of the acts described in this Section 7, or assist or permit any person in engaging in any of the acts described in this Section 7.

8. **Third-Party Services and Linked Websites.** Websites and services provided by third parties are not under our control, and we are not responsible for any third party services. The Service may also contain links to third-party websites. Linked websites are not under our control, and we are not responsible for them or their content.
9. **Termination of Use; Discontinuation and Modification of the Service.** If you violate any provision of these Terms, your permission from us to use the Service will terminate automatically. In addition, CoWorx may in its sole discretion suspend or terminate your access to the Service at any time if you violate any provision of these Terms, if we no longer provide any part of the Service, or for any reason or no reason, with or without notice. We also reserve the right to modify or discontinue the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. To the fullest extent permitted under applicable law, we will have no liability whatsoever on account of any change to the Service or any suspension or termination of your access to or use of the Service. Upon the termination of any aspect of the Service, or this agreement for any reason, CoWorx may at its option delete any data you submitted through the Service.
10. **Privacy Policy; Additional Terms**
- a. **Privacy Policy.** Please read the CoWorx IT Data & Privacy Policy carefully for information relating to our collection, use, storage and disclosure of your personal information. You may email us at [policies@CoWorxstaffing.com](mailto:policies@CoWorxstaffing.com) to request a copy. The CoWorx Privacy Policy is incorporated by this reference into, and made a part of, these Terms. You explicitly consent to the collection, hosting, use, disclosure and other processing or handling of your personal information (including sharing data with third party providers) as described in the CoWorx policies.
  - b. **Additional Terms.** Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the “Additional Terms”), such as end-user license agreements for any downloadable software applications, our informed consent forms, if applicable, or rules that are applicable to a particular feature or content on the Service, subject to Section 12. All Additional Terms are incorporated by this reference into, and made a part of, these Terms.
11. **Modification of these Terms.** We reserve the right, at our discretion, to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights or obligations, we will notify you of the modified Terms by email to the address you provided in your user profile and/or in a notification in the Service or on our website. Material modifications will be effective upon your acceptance of such modified Terms or upon your continued use of the Service after we send or post our notification of the changes, whichever is earlier. Immaterial modifications are effective upon publication. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.
12. **Ownership; Proprietary Rights.** The Service is owned and operated by CoWorx. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service (“Materials”) provided by CoWorx are protected by intellectual property and other laws. All Materials included in the Service are the property of CoWorx or our third-party licensors. Except as expressly authorized by CoWorx, you may not make use of the Materials. CoWorx reserves all rights to the Materials not granted expressly in these Terms.
13. **Subcontractors.** You hereby consent to CoWorx’ engagement of third parties (including CoWorx’ affiliates) to perform, provide, or support the performance or provision of, all or any portion of the Service or the CoWorx website.

14. **Feedback.** If you choose to provide input or suggestions regarding your experience with the Services (“Feedback”), then you hereby grant CoWorx an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit such Feedback in any manner and for any purpose, including to improve the Service and create other products and services.
15. **Liability.** To the fullest extent permitted under applicable law, you are responsible and liable for all use of the Services by you and Authorized Users, directly or indirectly, whether such access or use is permitted by or in violation of these Terms. You are responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of these Terms will be deemed a breach of these Terms by you. You shall use reasonable efforts to make all Authorized Users aware of the provisions of these Terms as applicable to such Authorized User’s use of the Services, and shall cause Authorized Users to comply with such provisions.
16. **Indemnity.** To the fullest extent permitted under applicable law, you are responsible for your use of the Service, and you will defend and indemnify CoWorx and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the “CoWorx Entities”) from and against every claim, liability, damage, loss, and expense, including reasonable attorneys’ fees and costs, arising out of or in any way connected with: (a) your access to, use of, or alleged use of, the Service; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; (d) any dispute or issue between you and any third party; and (e) fraud, intentional misconduct, criminal acts, gross negligence, or negligence committed by you. To the fullest extent permitted under applicable law, we reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of that claim.

**17. Disclaimers; No Warranties**

The service and all materials, products, and content available through the service are provided “as is” and on an “as available” basis, without warranty or condition of any kind, either express or implied. The CoWorx entities disclaim, and you hereby expressly waive, all warranties of any kind, whether express, implied, or statutory, relating to the service and all materials, products, and content available through the service, including: (a) any implied warranty of merchantability, fitness for a particular purpose, title, quiet enjoyment, or non-infringement; (b) any warranty arising out of course of dealing, usage, or trade; and (c) any warranty as to whether the communications data or other information available through or transmitted by the service is true, complete or accurate. The CoWorx entities do not warrant that the service or any portion of the service, or any materials or content offered through the service, will be uninterrupted, secure, or free of errors, viruses, or other harmful components, and do not warrant that any of those issues will be corrected.

No advice or information, whether oral or written, obtained by you from CoWorx or any materials or content available through the service will create any warranty regarding any of the CoWorx entities or the service that is not expressly stated in these terms. You assume all risk for any harm or damage that may result to you from your use of or access to the service, your dealing with any other service user, and any materials or content available through the service. You understand and agree that you use the service, and use, access, download, or otherwise obtain materials or content through the service and any associated sites or services, at your own discretion and risk, and that you are solely responsible for any damage to your property (including your computer system or mobile device used in connection with the service), or the loss of data that results from the use of the service or the download or use of that material or content.

The above paragraphs apply to the fullest extent permitted under applicable law. Some jurisdictions may prohibit a disclaimer of warranties, in particular a disclaimer of warranties provided or implied by law, and you may have other rights that vary from jurisdiction to jurisdiction.

## 18. Limitation of Liability

In no event will the CoWorx entities be liable to you for any indirect, incidental, special, consequential or punitive damages (including damages for increased costs, diminution in value or lost business, production, revenues, or profits, goodwill, reputation, or any other intangible loss) arising out of or relating to these terms or your access to or use of, or your inability to access or use, the service or any materials, products, or content available on or through the service, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, and whether or not any CoWorx entity has been informed of the possibility of damage. The aggregate liability of the CoWorx entities to you for all claims arising out of or relating to this agreement or your use of or any inability to use any portion of the service, products sold through the service, or otherwise under these terms, whether in contract, tort, or otherwise, is limited to \$100, to the fullest extent permitted under applicable law.

Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. Accordingly, the above limitation may not apply to you. Furthermore, nothing in these terms limits or excludes any liability that cannot be limited or excluded by law.

Each provision of these terms that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended to and does allocate the risks between the parties under these terms. This allocation is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of these terms. The limitations in this section 18 will apply even if any limited remedy fails of its essential purpose.

19. **Force Majeure.** To the fullest extent permitted under applicable law, CoWorx will be excused from performance under these Terms for any period that it is prevented from or delayed in performing any obligations pursuant to these Terms, in whole or in part, as a result of a Force Majeure Event. For purposes of this section, "Force Majeure Event" means an event or series of events caused by or resulting from any of the following: (a) weather conditions or other elements of nature or acts of God; (b) acts of war, acts of terrorism, insurrection, riots, civil disorders or rebellion; (c) quarantines or embargoes, (d) labor strikes; (e) telecommunications, network, computer, server or Internet disruption or downtime; (f) unauthorized access to CoWorx' information technology systems by third parties; or (g) other causes beyond the reasonable control of CoWorx.

## 20. Governing Law and Venue.

These Terms and your use of the Service are governed by the laws of the State of New Jersey without regard to conflict of laws principles. If a lawsuit or court proceeding is permitted under these Terms, then you and CoWorx agree to submit to the exclusive jurisdiction of the state courts and federal courts located within Somerset County, New Jersey for the purpose of litigating any dispute, and you hereby consent to the personal jurisdiction and venue thereof. We operate the Service from our offices in the United States, and we make no representation that Materials included in the Service are appropriate or available for use in other locations.

## 21. General.

These Terms, together with the CoWorx Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and CoWorx regarding your use of the Service. Except as expressly permitted above, these Terms may be amended only by a written agreement signed by authorized representatives of all parties to these Terms. You may not assign or transfer

these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. Upon termination of these Terms, Sections 3 and 5 through 25, along with the CoWorx Privacy Policy and any other accompanying agreements, will survive.

## 22. Dispute Resolution and Arbitration

- a. **Generally** In the interest of resolving disputes between you and CoWorx in the most expedient and cost effective manner, you and CoWorx agree that every dispute arising in connection with these Terms will be resolved by binding arbitration, to the fullest extent permitted under applicable law. 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 relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND COWORX ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.
- b. **Exceptions** Despite the provisions of Section 22(a), nothing in these Terms 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** To the fullest extent permitted under applicable law, any arbitration between you and CoWorx will be settled under 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 these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting the Access Human Resources Department.
- d. **Notice; Process** A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if such other party has not provided a current physical address, then by electronic mail ("Notice"). CoWorx' address for Notice is:  
CoWorx Staffing LLC  
ATTN: HR  
412 Mt. Kemble Ave, Ste 200C  
Morristown, NJ 07960  
800-754-7000  
Email: [policies@CoWorxstaffing.com](mailto:policies@CoWorxstaffing.com)

The Notice must: (i) describe the nature and basis of the claim or dispute; and (ii) 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 CoWorx may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or CoWorx must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.

- e. **No Class Actions** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, YOU AND ACCESS 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 CoWorx 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.
- f. **Modifications to this Arbitration Provision** If CoWorx makes any future change to this arbitration provision, other than a change to CoWorx address for Notice, you may reject the change by sending us written notice within 30 days of the change to CoWorx address for Notice, in which case your account with CoWorx will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected, will survive.
- g. **Opt-Out Procedure** You can choose to reject this Arbitration Agreement by mailing us a written opt-out notice ("**Opt-Out Notice**") in accordance with the terms of this Section. For new users, the Opt-Out Notice must be postmarked no later than 30 days after the date you use the Service for the first time. You must mail the Opt-Out Notice to CoWorx Staffing LLC, Attention: Human Resources Department, 412 Mt. Kemble Avenue, Ste 200C, Morristown, NJ 07960. The Opt-Out Notice must state that you do not agree to the arbitration agreement and must include your name, address, phone number, and the email address(es) used to log in to the Service(s) to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the arbitration agreement. If you opt out of the arbitration agreement, CoWorx will likewise not be bound by these arbitration provisions. All other terms of these Terms will continue to apply. Opting out of the arbitration agreement has no effect on any previous, other, or future arbitration agreements that you may have with us. CoWorx users who accepted a previous version of these Terms that included an arbitration agreement, and who did not timely opt out of that arbitration agreement, remain bound by the last arbitration agreement that they accepted. Upon receipt of a valid Opt-Out Notice, CoWorx will provide the opting out user with a copy of the arbitration agreement from the last version of the Terms that the user accepted, if any exists.
- h. **Enforceability** If Section 22(f) is found to be unenforceable or if the entirety of this Section 22 is found to be unenforceable, then the entirety of this Section 22 (except this Section 22(i)) will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 20 will govern any action arising out of or related to these Terms.

23. **Claims.** To the fullest extent permitted under applicable law, no action arising out of, in connection with, or relating to these Terms shall be brought by you more than one (1) year after the accrual of the cause of action. This period shall not be extended for any reason, except by the written consent of both parties. All statutes or provisions of law which would toll or otherwise affect the running of the period of limitation are hereby waived, and no such statute or provision of law shall operate to extend the period limited in this paragraph, to the fullest extent permitted under applicable law.

24. **Consent to Electronic Communications.** By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about 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 those communications be in writing. By providing your mobile number to us, you consent to receiving text messages at that number for account verification, notifications, and other purposes related to the Service. In addition to any fees CoWorx may charge for use of text or multimedia messaging with the Service, your carrier may charge standard messaging, data, and other fees, and you are responsible for those charges. We may send and receive text messages through cellular telephone operators or other networks, and the level of reliability may vary. We are not responsible for the timeliness or final delivery of text messages, as that is outside our control and is the responsibility of the cellular telephone operator or other networks. Notwithstanding the foregoing, we will use your mobile number in accordance with our Privacy Policy.
25. **Export.** You may not use the Service if you are the subject of U.S. sanctions or of sanctions consistent with U.S. law imposed by the governments of the country where you are using the Services. You must comply with all U.S. or other export and re-export restrictions that may apply to goods, software, technology, and services.
26. **Contact Information.** The Service is offered by CoWorx Staffing LLC. You may contact us by emailing us at [policies@CoWorxstaffing.com](mailto:policies@CoWorxstaffing.com) or writing to us at 412 Mt. Kemble Avenue, Ste 200C, Morristown, NJ 07960.
27. **Consumer Protection Notice.** Please note that, if you are a consumer, the limitations in these Terms are intended to be only as broad and inclusive as is permitted by the laws of your state of residence.
- a. **California.** If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.
28. **Notice Regarding Apple.** This Section 28 only applies to the extent you are using our mobile application(s) on an iOS device. You acknowledge that these Terms are between you and CoWorx only, not with Apple Inc. (“Apple”), and Apple is not responsible for the Service and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Service. In the event of any failure of the Service to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (a) product liability claims; (b) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection, privacy, or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Service and/or your possession and use of the Service infringe third party’s intellectual property rights. You agree to comply with any applicable third party terms when using the Service. Apple and Apple’s subsidiaries are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary of these Terms. You hereby represent and warrant that (x) 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 (y) you are not listed on any U.S. Government list of prohibited or restricted parties.