

TERMS OF USE
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WELCOME TO PEOPLEPARTNERSLLC.COM. THE SITE IS OWNED AND OPERATED BY PEOPLE PARTNERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (HEREINAFTER “PEOPLE PARTNERS”). PLEASE READ THESE TERMS OF USE (THIS “AGREEMENT”) CAREFULLY BEFORE USING PEOPLEPARTNERSLLC.COM, ITS MOBILE APPLICATIONS AND SOCIAL MEDIA PAGES (INCLUDING FACEBOOK, INSTAGRAM AND TWITTER PAGES) AND ANY SERVICES OFFERED THROUGH PEOPLEPARTNERSLLC.COM, ITS MOBILE APPLICATIONS AND AFFILIATED SOCIAL MEDIA OR ANY THIRD-PARTY WEB PAGES OR PREMIUM CUSTOM SITES OPERATED BY AUTHORIZED THIRD PARTIES UTILIZING THE PEOPLE PARTNERS PLATFORM (COLLECTIVELY REFERRED TO HEREINAFTER AS THE “SITE”). THIS AGREEMENT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SITE.

The website located at www.peoplepartnersllc.com (the “Site”) is a copyrighted work belonging to People Partners[®], LLC (“**People Partners**”, “**us**”, “**our**”, and “**we**”). Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

By using the Site in any manner, including, but not limited to, visiting or navigating any part of Peoplepartnersllc.com, all users of the Site (including, without limitation, Customers as defined below) agree to be bound by this Agreement, including those additional terms and conditions and policies referenced and/or available by hyperlink herein. This Agreement applies to all users of the Site, including, without limitation, users who are vendors, customers, merchants and contributors of content, information and other materials or services on the Site or in connection with People Partners[®], LLC (collectively, the “Customers”). Different sections of this Agreement may affect users differently depending upon their use of the Site, so please make sure to review this Agreement carefully.

If you have any questions, please contact People Partners, LLC at contactus@peoplepartnersllc.com.

Read our Privacy Policy

For information about our data privacy practices, please see our Privacy Policy [insert a link to Privacy Policy]. By accessing or using the Site, you agree that we can collect and use your information in accordance with the [Privacy Policy](#).

Privacy

Any Personal Information you submit to the Site or People Partners is governed by our Privacy Policy. This Privacy Policy encompasses any and all information you may provide to the Site or to People Partners either for purposes of registering for an account on the Site, submitting

feedback about the Site or any content or other users of the Site, or to receive further information, updates and promotions about or related to the Site or People Partners. Except as disclosed in our [Privacy Policy](#), we will not sell or disclose your personal information (as defined in the [Privacy Policy](#)) to third parties without your explicit consent.

Right to Refuse Service: We reserve the right to refuse service to anyone, for any reason, at any time.

Compliance: You agree to comply with all applicable federal, state and local laws, rules and regulations regarding online conduct and acceptable content. In addition, you must abide by our policies as stated or referenced in this Agreement and the policy documents listed below (if applicable to your activities on or use of the Site) as well as all other operating rules, policies and procedures that may be published from time to time on the Site by People Partners, each of which is incorporated herein by reference and each of which may be updated by People Partners from time to time without notice to you.

New or Changed Services or Products: People Partners reserves the right, at our sole discretion, to change or discontinue some or all of People Partners services or products at any time. In the event we introduce a new service or product, the fees or prices for that service or product are effective at the launch of such service or product. Unless otherwise stated, all fees and prices are quoted in U.S. Dollars.

1. ACCESS TO THE SITE

1.1 License. Subject to these Terms, People Partners grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Site solely for your own personal, noncommercial use.

1.2 Certain Restrictions. The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site, whether in whole or in part, or any content displayed on the Site; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) you shall not access the Site in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these Terms. All copyright and other proprietary notices on the Site (or on any content displayed on the Site) must be retained on all copies thereof.

1.3 Modification. People Partners reserves the right, at any time, to modify, suspend, or discontinue the Site (in whole or in part) with or without notice to you. You agree that People Partners will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Site or any part thereof.

1.4 **No Support or Maintenance.** You acknowledge and agree that People Partners will have no obligation to provide you with any support or maintenance in connection with the Site.

1.5 **Ownership.** You acknowledge that all the intellectual property rights, including copyrights, patents, trade marks, and trade secrets, in the Site and its content are owned by People Partners or People Partners' suppliers. Neither these Terms (nor your access to the Site) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 1.1. People Partners and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

1.6 **Feedback.** If you provide People Partners with any feedback or suggestions regarding the Site ("**Feedback**"), you hereby assign to People Partners all rights in such Feedback and agree that People Partners shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. People Partners will treat any Feedback you provide to People Partners as non-confidential and non-proprietary. You agree that you will not submit to People Partners any information or ideas that you consider to be confidential or proprietary.

2. **INDEMNIFICATION.** You agree to indemnify and hold People Partners and our affiliates harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Site, (b) your violation of these Terms or (c) your violation of applicable laws or regulations. People Partners reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of People Partners. People Partners will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

3. **RELEASE**

3.1 **Release.** You hereby release and forever discharge the People Partners (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

4. **DISCLAIMERS**

PEOPLE PARTNERS AND ITS AFFILIATES PROVIDE THE SITE "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK AND THAT PEOPLE PARTNERS AND ITS AFFILIATES DO NOT REPRESENT OR WARRANT TO YOU THAT: (i) YOUR USE OF THE SITE WILL MEET YOUR REQUIREMENTS; (ii) YOUR USE OF THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR; (iii) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SITE WILL BE ACCURATE OR RELIABLE; AND (iv) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS A PART OF THE SITE WILL BE CORRECTED. PEOPLE PARTNERS AND ITS AFFILIATES SPECIFICALLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM PEOPLE PARTNERS OR ITS AFFILIATES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

4.1 Access and Data Integrity. We do not guarantee continuous, uninterrupted access to the Site. Although we attempt to maintain the integrity and accuracy of the information on the Site, we make no guarantees as to its correctness, completeness or accuracy. The Site may contain typographical errors, inaccuracies or other errors or omissions. Also, unauthorized additions, deletions, or alterations could be made to the Site by other users or third parties without our knowledge. If you believe that information found on the Site is inaccurate or unauthorized, please us by emailing contactus@peoplepartnersllc.com.

5. LIMITATION ON LIABILITY

PEOPLE PARTNERS AND OUR AFFILIATES SHALL NOT BE LIABLE TO YOU FOR: (i) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; AND (ii) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING, BUT NOT LIMITED TO, LOSS OR DAMAGE AS A RESULT OF (a) ANY CHANGES WHICH WE MAY MAKE TO THE SITE, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN PROVIDING THE SITE (OR ANY GOODS OR SERVICES OFFERED THROUGH OR FEATURES WITHIN THE SITE), (b) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SITE, (c) YOUR FAILURE TO PROVIDE PEOPLE PARTNERS WITH ACCURATE ACCOUNT INFORMATION, (d) YOUR FAILURE TO KEEP YOUR

PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL, (e) YOUR USE OR MISUSE OF THE SITE, (f) ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, AND/OR (g) HYPERLINKS TO WEBSITES OR CONTENT OR RESOURCES PROVIDED BY COMPANIES OR PERSONS OTHER THAN PEOPLE PARTNERS. THESE FOREGOING LIMITATIONS ON OUR LIABILITY SHALL APPLY WHETHER OR NOT WE HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

People Partners does not warrant that the results that may be obtained from the use of the Site will be accurate or reliable.

People Partners does not warrant that the quality of any products, services, information or other material purchased or obtained by you through the Site will meet your expectations, or that any errors in the Site will be corrected.

5.1 Other Resources. People Partners is not responsible for the availability or accuracy of any third-party websites or resources linked to or referenced on the Site. We do not endorse and are not responsible or liable for any content, advertising, goods, services or other materials on or available from such websites or resources. Users agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, services or other materials available on or through any such websites or resources.

6. **TERM AND TERMINATION.** Subject to this Section, these Terms will remain in full force and effect while you use the Site. We may suspend or terminate your rights to use the Site at any time for any reason at our sole discretion, including for any use of the Site in violation of these Terms. Upon termination of your rights under these Terms, your right to access and use the Site will terminate immediately. People Partners will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 1.2 through 1.6 and Sections 2 through 7.

6.1 Restricted Activities

All users of the Site agree not to:

- (a.) Use or access the Site for any purpose that is unlawful or prohibited by this Agreement;
- (b.) Frame or utilize framing techniques to enclose any trademark, service mark, logo, symbols or other proprietary information (including images, text, page layout, or form) of People Partners without the express written consent by People Partners;

- (c.) Make any commercial or non-fair use of the copyrights, trademarks, service marks, logos, symbols, or any other mark, device, or commercial identifier of People Partners without the express written consent by People Partners;
- (d.) Sublicense any license granted in or to materials on the Site (whether or not any of such acts are for commercial gain or advantage);
- (e.) Use the Site to infringe upon any third party's copyright, patent, trademark or other proprietary or intellectual property rights or rights of publicity or privacy;
- (f.) Violate this Agreement, any Site policy, or any applicable laws, rules or regulations (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising) through any use of the Site;
- (g.) Be defamatory, discriminatory, trade libelous, unlawfully threatening or unlawfully harassing on the Site, or use the Site to impersonate or intimidate any person (including our staff or other users) or falsely state or otherwise misrepresent your affiliation with any person through, for example, the use of similar email addresses or nicknames, the creation of false account(s) or the use any other method or device;
- (h.) Transmit on or through the Site any code of a destructive nature that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- (i.) Modify, adapt or hack the Site or modify another website or mobile application so as to falsely imply that it is associated with People Partners;
- (j.) Directly or indirectly link to or reference on or through the Site any goods or services that are prohibited under this Agreement, other agreements hyperlinked herein, or other policy documents as posted on the Site;
- (k.) Use the Site to collect orders for any other business to fulfill;
- (l.) Reproduce, duplicate, copy, sell, trade or resell any of the services or content within the Site for any purpose; and
- (m.) Engage in any activity that interferes with or disrupt the Site (or the servers and networks which are connected to the Site).

7. GENERAL

7.1 **Changes.** These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our Site. You are

responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Continued use of our Site following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

7.2 Dispute Resolution. *Please read this Section 7.2 (sometimes referred to herein as this “Arbitration Agreement”) carefully. It is part of your contract with People Partners and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.*

(a) **Applicability of Arbitration Agreement.** All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with these Terms or the use of any product or service provided by the People Partners that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and the People Partners, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under these Terms.

(b) **Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“**Notice**”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the People Partners should be sent to: Attn: Leslie Doherty, 41880 Kalmia Street, Suite 115, Murrieta, CA 92562. After the Notice is received, you and the People Partners may attempt to resolve the claim or dispute informally. If you and the People Partners do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(c) **Arbitration Rules.** The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims, counterclaims, or request for relief under \$250,000, not inclusive of attorneys’ fees and interest, shall be subject to JAMS’s most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other disputes shall be subject to JAMS’s most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS’s rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. Each party shall bear its own costs (including attorney’s fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

(d) **Authority of Arbitrator.** The arbitrator shall have exclusive authority to (i) determine the scope and enforceability of this Arbitration Agreement and (ii) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any assertion that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and People Partners. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and these Terms (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

(e) **Waiver of Jury Trial.** YOU AND PEOPLE PARTNERS HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and People Partners are instead electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 8.2(a) (Applicability of Arbitration Agreement) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

(f) **Waiver of Class or Other Non-Individualized Relief.** ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this section's limitations as to a given dispute, claim, or request for relief, then such aspect must be severed from the arbitration and brought into the State or Federal Courts located in the State of California. All other disputes, claims, or requests for relief shall be arbitrated.

(g) **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: Attn: Leslie Doherty, 41880 Kalmia Street, Suite 115, Murrieta, CA 92562, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of these Terms will

continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

(h) **Choice of Law.** This Agreement shall in all respects be interpreted and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions.

(i) **Severability.** Except as provided in Section 7.2(f) (Waiver of Class or Other Non-Individualized Relief), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

(j) **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with People Partners.

(k) **Modification.** Notwithstanding any provision in these Terms to the contrary, we agree that if People Partners makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing People Partners at the following address: Attn: Leslie Doherty, 41880 Kalmia Street, Suite 115, Murrieta, CA 92562.

7.3 **Export.** The Site may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from People Partners, or any products utilizing such data, in violation of the United States export laws or regulations.

7.4 **Disclosures.** People Partners is located at 1201 North Catalina Avenue, Suite 3071, Redondo Beach, California 90277. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (800) 952-5210.

7.5 **Electronic Communications.** The communications between you and People Partners use electronic means, whether you use the Site or send us emails, or whether People Partners posts notices on the Site or communicates with you via email. For contractual purposes, you (a) consent to receive communications from People Partners in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that People Partners provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

7.6 **Entire Terms.** These Terms constitute the entire agreement between you and us regarding the use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid

or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to People Partners is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without People Partners's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. People Partners may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

7.7 Content, Material & Licenses. Copyright © 2022 People Partners, LLC All rights reserved. All trademarks, logos and service marks (“**Marks**”) displayed on the Site are our property. You are not permitted to use these Marks without our prior written consent. We own all legal rights, title and interest in and to the Site, including any intellectual property rights which subsist in the Site, whether those rights happen to be registered or not, and wherever those rights may exist.

7.8 Access and Interference. The Site may contain robot exclusion headers which contain internal rules for software usage. Much of the information on the Site is updated on a real-time basis and is proprietary to People Partners or is licensed to People Partners by third parties. You agree that you will not use any robot, spider, scraper or other automated means to access the Site for any purpose whatsoever, except to the extent expressly permitted by, and in compliance with, this Agreement or except with our prior express written permission. Additionally, you agree that you will not:

- i. Take any action that imposes, or may impose, as determined in our sole discretion, an unreasonable or disproportionately large load on People Partners's infrastructure;
- ii. Copy, reproduce, modify, create derivative works from, distribute or publicly display any user content (except for your content or other allowed uses as set out in this Agreement) from the Site, except to the extent expressly permitted by, and in compliance with, this Agreement or except with the prior express written permission of People Partners and the appropriate third party, as applicable;
- iii. Interfere, or attempt to interfere, with the proper working of the Site or any activities conducted thereon;
- iv. Bypass the Site's robot exclusion headers or other measures we may use to prevent or restrict access to the Site;
- v. Use or access the Site in a manner that could damage, disable, overburden or impair any People Partners server or the networks connected to any People Partners server;
- vi. Interfere with any third party's use and enjoyment of the Site; or
- vii. Attempt to gain unauthorized access to the Site, accounts, computer systems,

or networks connected to any People Partners server through hacking, password mining or any other means.

7.7 **Contact Us**

If you have any questions about this Agreement, please contact us at contactus@peoplepartnersllc.com