

TERMS OF SERVICE
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THE TERMS CONTAIN A DISPUTE-RESOLUTION CLAUSE. PLEASE SEE SECTION 7 BELOW. ANY BUSINESS RELATIONSHIP WITH CALWORKSAFETY & HR IS ALSO SUBJECT TO THE TERMS OF CALWORKSAFETY & HR’S SPECIFIC CONTRACTS AND RELATED TERMS, COPIES OF WHICH ARE AVAILABLE UPON REQUEST AND ALSO PROVIDED AT EXECUTION, OR PERIODICALLY THEREAFTER.

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3. Warranty Disclaimer.

THIS WEBSITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY WEBSITE-RELATED SERVICE, IS PROVIDED “AS IS,” WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. YOU ASSUME TOTAL

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CALWORKSAFETY & HR, ITS AFFILIATES AND ITS SPONSORS ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE WEBSITE, WEBSITE-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE WEBSITE, AND/OR ANY HYPERLINKED WEBSITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE, WEBSITE-RELATED SERVICES, AND/OR HYPERLINKED WEBSITES IS TO STOP USING THE WEBSITE AND/OR THOSE SERVICES.

Without limiting the breadth of the foregoing disclaimers, we shall not be liable for any service interruptions or failures caused by force majeure events, including but not limited to natural disasters, acts of war, terrorism, significant internet infrastructure failures, governmental actions, or other events outside our reasonable control. In such events, our service level commitments will be suspended for the duration of the force majeure event. Additionally, while CalWorkSafety & HR attempts to monitor the integrity and accurateness of the Website, it makes no representation or guarantee whatsoever as to the correctness or accuracy of the Website. It is possible that the Website could include inaccuracies or errors, and that unauthorized additions, deletions and alterations could be made to the Website by third parties. In the event that an inaccuracy arises, please inform CalWorkSafety & HR so that it can be corrected. Information contained on the Website may be changed or updated without notice. Finally, we reserve the right to perform emergency maintenance or updates on the website or services without prior notice when necessary to ensure the security, stability, or proper functioning of the system. Such emergency maintenance may result in interruptions of service.

4. Confidential and Proprietary Information.

CalWorkSafety & HR does not want to receive confidential or proprietary information from you through the Website. Please note that any information or material sent to Us through the Website will be deemed NOT to be confidential. By sending Us any information or material, you grant CalWorkSafety & HR a non-exclusive, perpetual, irrevocable, world-wide, royalty free license to use, reproduce, display, perform, modify, transmit, and distribute those materials or information, and you also agree that CalWorkSafety & HR is free to use any ideas, concepts, know-how, or techniques that you send us for any purpose.

5. Links or Pointers to Other Sites.

CalWorkSafety & HR makes no representations whatsoever about any other website that you may access through this Website. When you access a non- CalWorkSafety & HR website, please understand that it is independent from Us, and that CalWorkSafety & HR has no control over the content on that website. In addition, a hyperlink to a non- CalWorkSafety & HR website does not mean that CalWorkSafety & HR endorses or accepts any responsibility for the content, or the use, of the linked site. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, trojan horses, and other items of a destructive nature.

6. Choice of Law and Venue.

These Terms and Conditions are entered into in the State of California and shall be governed by and construed in accordance with the laws of the State of California, exclusive of its choice of law rules. Each party to these Terms submits to binding arbitration, as set forth in Section 7 below, in the County of Orange in the State of California, and waives any jurisdictional, venue, or

inconvenient forum objections to such arbitration, or for an action to compel arbitration and provisional remedies in aid of arbitration, filed in state and Federal Courts in Orange County, California. In any action to enforce these Terms and Conditions, the prevailing party will be entitled to costs and attorney's fees. In the event that any of the Terms and Conditions are held by a court or other tribunal of competent jurisdiction to be unenforceable, those provisions shall be limited or eliminated to the minimum extent necessary so that these Terms and Conditions shall otherwise remain in full force and effect.

7. Arbitration.

We are ready and willing to assist you and address any concerns or problems you may have with our Website. If we are unable to resolve your issues, problems or concerns, by using this Website, you are unconditionally agreeing that any and all disputes, claims or controversies, arising out of, or relating to your access or use of our Website, or these Terms, or the Privacy Policy, will be resolved entirely through binding arbitration, before a single retired judge, in Orange County, California. In an arbitration, there is no judge or jury, no class actions, and a court's ability to review of an arbitration award is limited. An arbitrator can award the same damages, on an individual basis, as you could obtain in court, including injunctive and declaratory relief or statutory damages.

The binding arbitration shall be administered by JAMS. With respect to procedure, the arbitrator shall be required to apply and follow the Federal Arbitration Act ("FAA"), and, where not in conflict with the FAA, the arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures not in conflict with the JAMS Consumer Arbitration Minimum Standards, and consistent with the Choice of Law clause in Section 6 above. The parties shall maintain the confidential nature of the arbitration proceeding and the award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. You may also assert individual claims in small claims court if your claims otherwise qualify.

To begin an arbitration proceeding, you may send a letter requesting arbitration and describing your claim to us at 56 Tesla, Irvine, CA 92618, with a copy to our registered agent of record with the Secretary of State for the State of California. You agree that the arbitration will be conducted by JAMS. You can contact JAMS, jamsadr.com, 1.800.352.5267 to find out more information on how to begin an arbitration proceeding.

We each agree to bring any dispute in arbitration on an individual basis only, and not on a class, consolidated, representative or collective action basis. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial or to participate in a class action against the other. In addition, we both agree that we each may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

IN USING THIS WEBSITE, YOU ARE AGREEING THAT YOUR RIGHTS, INCLUDING THE RIGHT TO MAINTAIN AN ACTION IN COURT, THE RIGHT TO A JURY TRIAL, AND THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM OR ACTION HAVE BEEN MODIFIED AS SET FORTH ABOVE, CONSISTENT WITH THE FEDERAL ARBITRATION ACT. YOU ARE ALSO AGREEING THAT YOUR RIGHT TO ENGAGE IN DISCOVERY MAY BE LIMITED AS PROVIDED BY THE JAMS RULES AND THE FEDERAL ARBITRATION ACT. THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF MAY BE LIMITED. OTHER RIGHTS THAT YOU OR CALWORKSAFETY & HR WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

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8. Entire Agreement

These Terms and Conditions and the Privacy Policy constitute the entire agreement between CalWorkSafety & HR and you pertaining to the subject matter relating to your use and access to our Website. In its sole discretion, CalWorkSafety & HR may modify these Terms and Conditions by posting the revised version on this Website and you agree that each visit by you to this Website is a new transaction governed by the terms of use linked on this Website at that time.

9. No Unlawful or Prohibited Purpose

As a condition of your use of this Website, you warrant to CalWorkSafety & HR that you will not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions.

10. Personal Information.

We collect the personal data provided by you as described in our Privacy Policy. Please visit our Privacy Policy for more information. This Website is not intended for children under eighteen (18) years old.

11. Visitor Comments, Feedback, and Other Submissions.

We welcome your comments, feedback, and other information you submit on the Website as long as the content complies with these Terms and our Privacy Policy. All comments, reviews, feedback, suggestions, ideas, images, photographs, video and audio clips, graphics, tags, material, information and other submissions to Us shall be and remain the property of CalWorkSafety & HR. By submitting any such materials, comments, photographs, etc., you are assigning all worldwide rights, titles and interests in all copyrights and other intellectual properties to those submissions and CalWorkSafety & HR will exclusively own all rights, titles and interests in the submissions and will be able to use it, without restriction.

By submitting any comments, posts, hashtags, reviews, feedback, suggestions, ideas, images, photographs, video and audio clips, graphics, tags, material, information and other submissions, you are waiving any claim of confidentiality, any right of payment or compensation, and any right of credit or ownership. CalWorkSafety & HR reserves the right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display user-generated content throughout the world in any media, with or without attribution, and without compensation to you. This includes the right to commercially exploit user-generated content in CalWorkSafety & HR's products, services, and marketing materials.

You welcome to post, hashtag, or tag our items in your photographs subject to the provisions of these Terms and Privacy Policy (and so long as they do not copy or otherwise infringe on our copyrighted photographs). In doing so, you are providing us with permission and authorizing us to repost those photographs and use them, without charge, and without restriction and are waiving any claim of confidentiality, any right of payment and any right of credit or ownership.

CalWorkSafety & HR does not want to receive any proprietary, confidential or trade secret information. Any information you provide to Us will be deemed to be non-confidential. You agree and warrant that all comments, reviews, feedback, suggestions, ideas, images, photographs, video and audio clips, graphics, tags, material, information and other submissions by you to the Website will not violate any rights of any third party, including copyright, trademark, privacy, proprietary, trade secret or other personal or proprietary right(s). You further agree and warrant that any and all comments, reviews, feedback, suggestions, ideas, images, photographs, video and audio clips, graphics, tags, material, information and other submissions by you will not be and will not contain libelous or otherwise unlawful, abusive, obscene, discriminatory, harassing, retaliatory or otherwise objectionable material and that you are and shall remain solely responsible for any and all submissions to the Website. Finally, you agree that CalWorkSafety & HR may use and/or disclose information about your demographics and use of the Website in any manner that does not reveal your identity. In the event of any claims, damages, expenses, or liabilities, including reasonable attorneys' fees, arising out of or relating to your user-generated content or any violation of these terms, you agree to indemnify, defend, and hold CalWorkSafety & HR harmless. In the event of a claimed copyright violation, DMCA takedown requests may be sent to info@calworksafety.com, or to our mailing address at 56 Tesla, Irvine, CA 92618, Attn: DMCA Agent, and must include all information required under 17 U.S.C. § 512(c)(3).

12. User Account Security.

Users are responsible for maintaining the security of their accounts. This includes: (1) using strong, unique passwords; (2) not sharing account credentials with others; (3) logging out of the account after each session, especially on shared devices; (4) promptly reporting any suspicious activity or unauthorized access to Us; and (5) keeping account information, including email addresses, up to date. Failure to maintain account security may result in unauthorized access, for which CalWorkSafety & HR cannot be held responsible.

13. International Access.

This Website may be accessed from countries other than the United States, but may contain references to products that are not available outside of the United States. There is no implied or express promise or representation that such products will be made available outside the United States. If you access and use this Website outside the United States you are responsible for complying with your local laws and regulations. By using the Website you consent to all the use, collection, transfer and processing of your personally identifiable information in the United States.

14. Indemnification.

You agree to defend, indemnify, and hold harmless CalWorkSafety & HR and our respective directors, officers, employees, shareholders, agents, owners, licensors, licensees, subsidiaries, assigns and affiliated companies against all claims, damages, losses, costs and expenses, including reasonable attorneys' fees, arising out of a breach of these Terms, and the Privacy Policy, by you and/or your activities in connection with this Website or any services related to this Website. CalWorkSafety & HR may participate in the defense of any claim in its sole discretion.

15. No Waiver.

No waiver or, or delay in enforcing, any provision or any breach of these Terms, or the Privacy Policy, by CalWorkSafety & HR and shall be deemed a waiver of any other provision or breach of the same or any other provision. No action designed to minimize or prevent liability to CalWorkSafety & HR shall be deemed a waiver of any provision or breach of these terms and conditions.

16. Severability.

If any provision in these Terms, or the Privacy Policy, are held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

17. Complete Agreement.

These Terms and Privacy Policy contain the entire agreement between you and CalWorkSafety & HR with respect to this Website and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to this Website.