

Bravado Jobs Terms Of Service

Last Updated: May 14, 2022

Agreement to Terms

By using our Bravado Jobs Service (as defined below), you represent and warrant that you agree to be bound by the Bravado Jobs Terms of Service (the “**Terms**”). If you don’t agree to be bound by these Terms, do not use the Bravado Jobs Service. If you are accessing and using the Bravado Jobs Service on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms. In that case, “**you**” and “**Client**” will refer to that company or other legal entity.

Changes to Terms or Service

We may modify these Terms at any time, in our sole discretion. If we do so, we’ll let you know either by posting the modified Terms on our website (currently located at: www.bravado.co) (the “Site”) or through other communications. It’s important that you review these Terms whenever we modify them because if you continue to use the Bravado Jobs Service after we have posted modified Terms on the Site, you are agreeing to be bound by the modified Terms. If you don’t agree to be bound by the modified Terms, then you may not use the Bravado Jobs Service anymore. Because the Bravado Jobs Service is evolving over time we may change or discontinue all or any part of the Bravado Jobs Service, at any time and without notice, at our sole discretion.

Description of Service

Bravado Network Inc. (“**Bravado**”) has a software platform (“**Bravado Jobs**”) which (1) takes job descriptions for needed employees (the “**Job Descriptions**”); (2) compares those Job Descriptions to members of the Bravado user community who have “opted-into” Bravado Jobs (“**Bravado Users**”); and (3) generates lists of Bravado Users who are likely to have the skills to perform the Job Descriptions (each a “**Bravado User List**”). These Terms govern the use of the services described in the foregoing, along with any additional services set forth in an applicable Order (as defined below) (the “**Bravado Jobs Service**”).

General Terms and Conditions

If you desire to use Bravado Jobs to assist you in filling a Client position (a “**Client Position**”): (a) you and Bravado must fully complete and execute an

order form (provided by Bravado), detailing the anticipated Client Position(s) for which you desire to use the Bravado Jobs Service (each an "**Order**"); and (b) these Terms and the applicable Orders shall set forth the exclusive terms on which you may utilize the Bravado Jobs Service to assist you in locating and retaining employees and other service providers for your Client Position(s). Upon the execution and delivery of the applicable Order: (i) the applicable information about Client and the Job Description for the Client Position shall be inputted into Bravado Jobs; (ii) Bravado Jobs will generate an applicable Bravado User List; and (iii) the Client shall be able to contact the Bravado Users appearing on the Bravado User List for a predetermined period of time through Bravado Jobs.

You and Bravado understand and agree that: (a) the relationship between parties under these terms and any Order is not exclusive; (b) Client may retain other persons and/or entities who provide services similar to those provided by the Bravado Jobs Platform; (c) Client will not provide any information to Bravado about Client other than the information contained in an Order and that information inputted into Bravado Jobs about Client and any Client Position; (d) the information inputted into Bravado Jobs about Client or any Client Position is not confidential or proprietary to Client; (e) Bravado plays no role in hiring, employing, engaging or terminating any employee, consultant, independent contractor or other service provider of Client; and (f) Bravado provides no service to Client other than providing the Bravado Jobs Service as described in these Terms and any applicable Orders.

Compensation

The Client agrees that if it: (a) contacts a Bravado User appearing on a Bravado User List through Bravado Jobs (an "**Applicable Bravado User**"); and (b) hires any Applicable Bravado User (or any entity owned by an Applicable Bravado User), whether as an employee, consultant, independent contractor or other service provider, for any position (including, but not limited to, the applicable Client Position) within 180 calendar days after receiving the applicable Bravado User List (the "**Tail Period**"), it shall: (i) inform Bravado in writing of such hiring of the Applicable Bravado User within 3 calendar days of such hiring; and (ii) pay to Bravado the "Compensation" described on the applicable Order (the "**Compensation**") in accordance with the payment terms set forth in an applicable Order. For purposes of clarification, Bravado and you agree that: (x) Client may elect, in its sole discretion, to not contact or interview any Bravado User appearing on a Bravado User List; (y) Client shall have sole responsibility and discretion to determine whether to hire or contract with any Bravado User appearing on a Bravado User List; and (z) Client shall pay Bravado the applicable Compensation if the conditions set forth in clauses (a) and (b) of the first sentence of this paragraph are satisfied

(even if Client knew of the Applicable Bravado User in question prior to receiving the Bravado User List).

Warranty Disclaimers

THE BRAVADO JOBS SERVICE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Bravado Jobs Service will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any information or content on the Bravado Jobs Service.

Indemnity

You will indemnify and hold Bravado and its officers, directors, employees and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Bravado Jobs Service, or your violation of these Terms, or (b) arising from, or related to, the hiring, employment, engagement or termination of employment or engagement of any employee, consultant, independent contractor or other service provider of Client and/or the process of hiring or terminating any employee, consultant, independent contractor or other service provider of Client.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER BRAVADO NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE BRAVADO JOBS SERVICE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE BRAVADO JOBS SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT BRAVADO OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED

REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL BRAVADO'S TOTAL LIABILITY TO YOU OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF THE BRAVADO JOBS SERVICE EXCEED THE FEES ACTUALLY PAID BY YOU TO BRAVADO IN THE SIX (6) MONTH PERIOD PRECEDING THE CLAIM OR ACTION GIVING RISE TO SUCH LIABILITY, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN BRAVADO AND YOU.

Our Relationship

The status of Bravado under this Agreement shall be that of an independent contractor, and not that of a partner, agent, or employee of Client. Client shall not withhold any Federal, State or local income tax, nor any other payroll tax of any kind, from Bravado. In accordance with these Terms and any applicable Orders, Bravado shall not be treated as an employee with respect to the services performed pursuant to these Terms and/or any Order for Federal or State purposes. Bravado understands that in connection with any Compensation it receives under these Terms and any Order, it is responsible to pay its income taxes in accordance with Federal, State and Local law.

Client agrees that Bravado shall not be deemed to employ or have retained any person who is an employee, contractor, independent contractor or other service provider of Client (whether such person was hired pursuant to these Terms and an Order or otherwise).

Entire Agreement

These Terms and each Order signed by you and Bravado constitutes the entire agreement between you and Bravado and supersedes all agreements or understandings between you and Bravado. You and Bravado acknowledge that no representations, inducements, promises or agreements, written or oral, have been made by you or Bravado, or anyone acting on behalf of you or Bravado, which are not contained in these Terms or in an Order, and that no other agreement, statement or promise not contained in these Terms or an Order shall be valid or binding. No amendment, change, modification or waiver of any term of an Order shall be valid unless it is in writing and signed

by authorized representatives of both you and Bravado. Bravado may change or modify these Terms as set forth in the "Changes to Terms of Service" section of these Terms set forth above. No delay or omission to exercise any right, power or remedy accruing to you or Bravado under these Terms or an Order, upon any breach or default of any other party under these Terms or an Order, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring. Any waiver of, or consent to any departure from, any provision of these Terms or an Order shall be effective only if in writing and in connection with the specific instance of, and for the specific purpose for, which it is given, and shall not be deemed to extend to similar situations or to the same situation at a subsequent time.

Term and Termination

The Order and the Terms will be effective of the date set forth in the applicable Order, and will continue until the date set forth in the Order, unless otherwise earlier terminated in accordance with this Terms. You and Bravado agree that either party may terminate an Order for any reason by delivering a written notice of termination to the other party not less than 30 days prior to such termination; provided however, that your and Bravado's respective rights and obligations detailed in these Terms and the Compensation Section of all Orders shall survive such termination. For purposes of clarification, if Client: (a) terminates an Order; and (b) later hires or engages an Applicable Bravado User within the applicable Tail Period, then Client shall owe Bravado the applicable Compensation pursuant to the "Compensation" section above and the applicable Order. All notices under this Agreement shall be in writing and delivered to a you or Bravado at their address set forth in an Order.

Governing Law

These Terms and any Orders shall be governed and construed under the laws of the State of California, without regard to the conflict of law principles thereof. You and Bravado hereby acknowledge and agree that any dispute, suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in the state or federal courts in the Northern District of California and each of the Parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum.