

## **WORKRECORDS WEB SITE AND SYSTEM TERMS OF USE**

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEB SITE AND THE WORKRECORDS SYSTEM. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE WEB SITE.**

This WorkRecords Web Site and System Terms of Use (the “**Terms**”) apply to any person (a “**User**”) who accesses the Web Site or the WorkRecords System (defined below). “**You**” means the individual User who is assenting to these Terms. In these Terms, “WorkRecords” and “we” (and corresponding pronouns), refer to WorkRecords, Inc. and its affiliates.

### **THE WORKRECORDS SYSTEM**

The “**WorkRecords System**” is a database system that is accessible through an internet-connected device (such as a computer, smartphone, or workplace kiosk) and allows Users to input, store and retrieve data relating to labor resource allocation. Such data includes, but is not limited to, time cards, time card approvals, personal contact information, data related to work engagements (including job duties and location), and invoice and payment records. The data that is input into the WorkRecords System is “**WR Data.**” Further information about the WorkRecords System, including our Privacy Policy, may be found at [www.WorkRecords.com](http://www.WorkRecords.com) (the “**Web Site**”).

There are three categories of users of the WorkRecords System:

- (a) A “**Workplace Buyer**” means a person who uses the WorkRecords System to track the working hours of a Worker and to manage WR Data.
- (b) A “**People Supplier**” means a person who uses the WorkRecords System to track the Workers it is supplying to a Workplace Buyer, the hours of such Worker, and to manage WR Data.
- (c) A “**Worker**” means an employee, a person working for a People Supplier, an independent contractor, other individual, or other resource whose time or function is being allocated to a Workplace Buyer.

For purposes of this Agreement, the term “**person**” includes an individual, corporation, partnership or other legal entity, “**Client**” refers to a Workplace Buyer or a People Supplier and “**Clients**” refers to collectively to Workplace Buyers and People Suppliers.

### **ACCESS TO AND USE OF THE WORKRECORDS SYSTEM**

WorkRecords grants you as a Worker, as a representative of a Workplace Buyer, or as a representative of a People Supplier, access to the WorkRecords System under a license provided to a Workplace Buyer or People Supplier. You agree that you are accessing the WorkRecords System as part of a business function on behalf of a Client, and that nothing in your access relates to personal, family or household use.

You may use the WorkRecords System only to submit WR Data that is permitted to be input in

the WorkRecords System or to administer the use of the WorkRecords System on behalf of a Client. Each time you access the WorkRecords System, you (a) represent you are authorized to access the WorkRecords System, and (b) agree to these Terms. We may update these Terms from time to time.

We may provide you with additional information on the Web Site relating to the WorkRecords System (such as training on the use of the WorkRecords System) on the Web Site. Nothing in the Web Site will serve to add to, modify, amend, or supplant these Terms.

You may not use the WorkRecords System:

- For your personal use, other than to access Worker Services (defined below);
- To access WR Data (including information about WorkRecords, any Client, or another User) outside the scope of your authorized use of the WorkRecords System;
- For permanent record keeping;
- To attempt to copy the logic, design, screen shots, user interface, functionality, or any other aspect of the WorkRecords System; or
- To sell, lease, sublicense, or otherwise attempt to use the WorkRecords System to provide a service to others.

If you are an administrator, you are permitted to access certain information about other Users provided such access is permitted under the license granted to the Client for whom you act as administrator.

## **PASSWORDS AND ACCESS CONTROL**

Access to the WorkRecords System is controlled through personal identification designations and passwords (each a “**System ID**”). You may use your System ID only to access the WorkRecords System for authorized purposes that are described in these Terms or by our User training documents. You may not share your System ID with any third party or use a group System ID.

In addition to the System ID, we may employ other security devices and may monitor all of your access and input to the Web Site and WorkRecords System. You consent to such monitoring and agree to comply with all security measures we may require for access to and use of the WorkRecords System.

In our sole discretion, your access to the WorkRecords System may be restricted at the request of a Client or to protect the security or integrity of the WorkRecords System, and you consent to the use of the WR Data (including your personal data) for that purpose.

## **INFORMATION YOU PROVIDE THROUGH THE WORKRECORDS SYSTEM**

You may be asked to provide information to the WorkRecords System. The first type is personal information that will identify you as an authorized User, such as your name, social security number, address, telephone number, personal social media sites, and similar information

**“Identifying Information”**). The second type of information that you enter into the WorkRecords System relates to your work for a Client, such as the number of hours worked, the location, the type of work you perform, the role you perform for a Client, and similar data (**“Time Card Information”**). You may also input data to take advantage of services we may offer to Workers through the WorkRecords System, such as advance payment services (**“Worker Services”**). We will use such information only for the purpose of (a) allowing you to view the information, (b) providing services to Clients, (c) offering or providing Worker Services; and (d) incorporating such information into aggregated and statistical data, in which case individual Identifying Information and Time Card Information will not be disclosed.

If for any reason you include or input into the WorkRecords System information other than the permitted uses described above, then we have no obligation or duty with respect to such information, and we may use it for any purpose.

WorkRecords will share your Identifying Information and Time Card Information with its Clients as WorkRecords is instructed by the Clients, though their administrators or otherwise. **YOU AGREE THAT WORKRECORDS WILL BE ABLE TO RELY UPON THE INSTRUCTIONS OF CLIENTS WITH RESPECT TO THE DISCLOSURE OF YOUR IDENTIFYING INFORMATION AND TIME CARD INFORMATION, AND YOU WAIVE ANY CLAIM AGAINST WORKRECORDS FOR ACTING BASED UPON SUCH RELIANCE.**

## **WORKER SERVICES**

We may offer Workers Services (such as advance pay) utilizing the WorkRecords System and WR Data. Certain Worker Services are offered only with the permission of the Client under terms that are set by the Client. You are responsible for your use of the Worker Services. Additional terms may apply to Worker Services.

**UNDER NO CONDITION IS WORKRECORDS RESPONSIBLE FOR THE CALCULATION, WITHHOLDING, OR PAYMENT OF ANY FEDERAL, STATE OR LOCAL TAXES THAT IS ATTRIBUTABLE TO THE WORKER OR AN EMPLOYER OF A WORKER. YOU AGREE THAT ALL RESPONSIBILITY FOR USE OF SUCH SERVICES ARE WITH YOU AND YOUR EMPLOYER, AND THAT YOU REMAIN RESPONSIBLE FOR ANY TAX LIABILITY ARISING FROM THE USE OF WORKER SERVICES.**

## **WEB SITE AND WORKRECORDS SYSTEM CONTENT**

This Web Site, the WorkRecords System, and all the information, communications, software, scripting, text, video, graphics, sounds, images and other materials and services found on any of them (collectively, the **“Content”**), is intended for the lawful use of WorkRecords and authorized Users in the United States. The Web Site is controlled and operated in whole or in part by WorkRecords from its offices within the United States. Access to the Web Site or WorkRecords System from outside of the United States is not authorized.

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in part, at any time without notice. You agree that WorkRecords shall not be liable to you or to any third party for any modification, suspension, withdrawal or discontinuance of the Content.

## **ACCEPTANCE OF TERMS**

You acknowledge you have read and agree to be bound by these Terms and to comply with all applicable laws and regulations relating to your use of the WorkRecords System. You further agree to comply with all local laws, regulations and rules regarding online conduct and acceptable Content. You represent you have the legal authority to accept these Terms on behalf of yourself or any party you represent. **IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE WEB SITE OR THE WORKRECORDS SYSTEM.**

## **OWNERSHIP OF CONTENT**

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## **DISCLAIMERS OF WARRANTY AND OTHER MATTERS**

**OTHER THAN AS STATED IN A WRITTEN CONTRACT SIGNED BY YOU (OR THE PARTY ON BEHALF OF WHOM YOU ARE ACTING) AND WORKRECORDS RELATING TO THE USE OF THE WORKRECORDS SYSTEM, THE WORKRECORDS SYSTEM AND ITS CONTENT, WORKRECORDS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE AVAILABILITY, USE, TIMELINESS, SECURITY, VALIDITY, ACCURACY, OR RELIABILITY OF, OR THE RESULTS OF THE**

USE OF, OR OTHERWISE RESPECTING, THE CONTENT OF THE WORKRECORDS SYSTEM, THE CONTENT, THE WEB SITE, OR ANY OTHER WEB SITES LINKED TO OR FROM THE WEB SITE OR WORKRECORDS SYSTEM. ANY CONTENT YOU DOWNLOAD OR OTHERWISE OBTAIN THROUGH THE USE OF THE WORKRECORDS SYSTEM IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH USE. THE WORKRECORDS SYSTEM, THE WEB SITE AND THE CONTENT ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, WORKRECORDS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT OR OTHER VIOLATION OF RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WORKRECORDS SHALL BE DEEMED TO ALTER THIS DISCLAIMER OF WARRANTY, OR TO CREATE ANY WARRANTY.

USE OF THE WORKRECORDS SYSTEM DOES NOT ESTABLISH AN EMPLOYMENT RELATIONSHIP BETWEEN YOU AND WORKRECORDS OR BETWEEN YOU AND ANY OTHER PERSON, AND WE HAVE NO RESPONSIBILITY TO YOU FOR ANY WAGES OR BENEFITS.

WORKRECORDS IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY WR DATA, REPORTS DERIVED FROM THE WR DATA, OR ANY ACTIONS TAKEN BY THIRD PARTIES RELYING UPON THE WR DATA.

#### **LIMITATION OF LIABILITY**

OTHER THAN AS STATED IN A WRITTEN CONTRACT SIGNED BY YOU AND WORKRECORDS RELATING TO THE USE OF THE WORKRECORDS SYSTEM OR ITS CONTENT, WE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THIS SITE, THE WORKRECORDS SYSTEM OR THE CONTENT, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE FAILURE. YOU EXPRESSLY WAIVE ALL DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF WORKRECORDS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, WORKRECORDS' TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, AND CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO THOSE BASED ON CONTRACT, TORT OR OTHERWISE, ARISING OUT OF YOUR USE OF THE WEB SITE, THE WORKRECORDS SYSTEM OR THE CONTENT SHALL NOT EXCEED THE AMOUNT YOU PAID TO ACCESS THIS WEB SITE OR ONE HUNDRED DOLLARS (\$100), WHICHEVER IS LESS.

#### **TERMINATION**

We may terminate or restrict your use or access to this Web Site (or any part thereof) and/or the

WorkRecords System if we reasonably believe you have violated or acted inconsistently with the letter or spirit of these Terms, the terms of an agreement between a Client and WorkRecords relating to the use of the Web Site and the WorkRecords System, or any specific directions given to you by WorkRecords regarding your use of the WorkRecords System or its Content.

## **GENERAL INFORMATION**

If any provision of these Terms is held to be invalid by any law, rule, order or regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision of the Terms. The failure of WorkRecords to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. By accessing the Web Site or the WorkRecords System, you agree that your use will be governed by the laws of the State of Texas any litigation shall be subject to the exclusive jurisdiction of the state or federal courts in Texas, USA. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Web Site, the WorkRecords System, or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these Terms are for convenience only and have no legal or contractual effect.

## **ARBITRATION**

You agree that if you, in your capacity as a User of the Web Site or the WorkRecords System, assert a claim against WorkRecords, such claim will be the subject of mandatory arbitration in accordance with the commercial rules of the American Arbitration Association. You further agree that such arbitration shall take place in Dallas, Texas, before a single arbitrator, who will enforce these Terms as part of the arbitration proceeding.

## **VIOLATIONS**

Please report any violations of these Terms of Use to WorkRecords at [admin@workrecords.com](mailto:admin@workrecords.com).