

randrr
TERMS OF SERVICE: EMPLOYERS

Last updated May 1, 2018

PLEASE READ THESE TERMS OF SERVICE (“AGREEMENT”) CAREFULLY. BY ACCESSING OR USING OUR SITES AND OUR SERVICES, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT ACCESS OR USE OUR SITES OR OUR SERVICES.

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION IN SECTION 15 THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

PLEASE NOTE THAT INDEPENDENT RECRUITERS, RECRUITING AGENCIES AND STAFFING AGENCIES ARE NOT CURRENTLY PERMITTED TO OPEN ANTHOLOGY ACCOUNTS. BY OPENING AN ANTHOLOGY ACCOUNT, YOU REPRESENT AND WARRANT THAT YOU ARE PERMITTED TO DO SO ACCORDING TO THE TERMS OF THIS AGREEMENT.

This Agreement is a legal agreement that governs our relationship with employers (“Employer,” “you,” or “your”) that interact with randrr, Inc. and our subsidiaries and affiliates (“randrr,” “we,” or “us”) in connection with the use of randrr websites (including www.anthology.co and any other websites where these terms are posted) (the “Sites”) and our Services (as defined below). In this Agreement, Employers, job candidates and all other users of the Services are collectively referred to as “users”. randrr currently makes services, products and features available through our Sites, applications, which may include Mobile Software (as defined in Section 12) (the Sites, the applications and all products, services and features provided by randrr in connection therewith are referred to collectively as, the “Services”). randrr may offer additional services or products or modify or revise any of the Services at our discretion, and this Agreement will apply to all additional services or products and all modified or revised Services unless otherwise indicated. randrr also reserves the right to cease offering any of the Services. You agree that randrr will not be liable to you or any third party for any modification, revision, suspension or discontinuance of any of the Services.

This Agreement and any policy or guideline of the Services may be modified by randrr in its sole discretion at any time, with or without notice. When we change the Agreement, we will update the “last revised” date at the top of this page. Unless otherwise indicated, any changes or modifications will be effective immediately upon posting the revisions to the Sites or Services, and your use of the Services after such posting will constitute acceptance by you of the revised Agreement. As a result, you should frequently review this Agreement and all applicable terms and policies to understand the terms that apply to your use of the Services. If you do not agree to the amended terms, you must stop using the Services.

1. EMPLOYER ACCOUNTS

When you set up an account to use the Services (“Anthology Account”), you will be provided, or be required to choose, a password and user ID, and will be required to provide other registration information (collectively, “Registration Information”). You agree and represent that all Registration Information provided by you is accurate and up-to-date. If any of your Registration Information changes, you must update it in your Anthology Account. If randrr believes that the Registration Information you provide is not correct, current, or complete, or that you have created more than one Anthology Account, randrr reserves the right to refuse you access to the Services, and to terminate or suspend your Anthology Account at any time. However, randrr has no obligation to verify the accuracy, currency, completeness, or usefulness of any Registration Information that you have provided.

You understand that you are responsible for maintaining the confidentiality of the username and password of your Anthology Account, and you are fully responsible for all activities that occur under your Anthology Account, including the purchase of any of our Services. You agree (a) to immediately notify randrr if you suspect any unauthorized use of your Anthology Account (including username or password) or any other breach of security, (b) to ensure that you exit from your Anthology Account at the end of each session, (c) not to use the account, profile, username or password of any other user, and (d) to use particular caution when accessing your Anthology Account from a public or shared computer so that others are not able to view or record your password or other personal information. You acknowledge that randrr is not responsible for any loss or damage arising from the theft or misappropriation of your username or password. randrr recommends that you use a strong password for your Anthology Account, never use the same password on multiple sites or services and change your password frequently.

2. ELECTRONIC RECORDS

Because the Services are provided electronically, you must consent to randrr's providing important information electronically if you wish to use the Services. You consent to being provided with this Agreement, notices, disclosures, information, policies and other materials in electronic form (collectively "Electronic Records"), rather than in paper form. Your consent to receive Electronic Records applies to all notices, disclosures, documents, records or other materials of any kind that randrr may be required to provide to you. Electronic Records will be provided on our Services or sent to the email address associated with your Anthology Account or posted in your Anthology Account.

You may withdraw your consent to receive Electronic Records by contacting us in writing to 12740 Gran Bay Parkway, Suite 2400, Jacksonville, FL 32258. However, the Services provided by randrr are only available if you agree to receive Electronic Records, and you understand that withdrawing such consent will result in your Anthology Account being deactivated.

3. ELIGIBILITY

By accessing or using the Services, you represent and warrant that: (a) you are at least 18 years old; (b) you have not previously been suspended or removed from the Services; (c) you have the right, authority and capacity to enter into this Agreement on behalf of the company for which you work, and to abide by all of the terms and conditions of this Agreement; (d) you are not a competitor of randrr and are not using the Services for reasons that are in competition with randrr or other than for their intended purpose; and (e) you are not located in, under the control of, or a national or resident of any country which the United States has (i) embargoed, (ii) identified as a "Specially Designated National" or (iii) placed on the Commerce Department's Table of Deny Orders.

4. USE OF THE SERVICES

1. **Exclusive Use.** You will only use the Services for purposes of posting jobs and contacting job candidates and not in connection with any other commercial endeavors. You will not authorize others to use the Services or otherwise attempt to transfer your right to use the Services to any other person or entity.
2. **No Commercial Solicitation or Advertising.** You will not engage in any advertising or solicitation to buy or sell any products or services through the use of the Services and you will not transmit any chain letters, junk or spam email to other users, including job candidates. Additionally, you will not use any information obtained from the Services in order to contact, advertise to, solicit or sell to any user (other than a job candidate about a posted job).
3. **User Conduct.** You agree not to do any of the following in connection with the Services or the users thereof:
 - a. use the Service in any unlawful manner or in a manner that is harmful to or violates the rights of others;

- b. engage in any unlawful, harassing, obscene, intimidating or threatening conduct;
 - c. use the Services in any manner that could disrupt, damage, disable, overburden, impair or affect the performance of the Services or interfere with or attempt to interfere with any other user's use of the Services;
 - d. impersonate any person or entity, or misrepresent your affiliation, connection or association with, any person or entity;
 - e. defraud, swindle or deceive other users of the Services;
 - f. disseminate another person's personal information without his or her permission, or collect or solicit another person's personal information for commercial or unlawful purposes;
 - g. use any scripts, bots or other automated technology to scrape or access the Services;
 - h. use the Service for any phishing, trolling or similar activities;
 - i. attempt to access any Services or area of the Sites that you are not authorized to access;
 - j. permit or allow other people or third parties to access and use the Services via your Anthology Account;
 - k. use any information about users for any purpose other than facilitating a potential employment relationship with Employer; or
 - l. post a job for any of the following:
 - 1. adult-oriented businesses (strip clubs, brothels, porn sites, internet models or any related advertising);
 - 2. business opportunity or work from home advertising (anything requiring an upfront investment or purchase);
 - 3. jobs that involve illegal activities; or
 - 4. any position which randrr, in its sole discretion, determines to be inappropriate for the Services.
4. **Violations.** You understand and agree that if randrr believes in its sole discretion that you have violated the terms of this Agreement, misused the Services or behaved in a way that could be regarded as inappropriate, unlawful, or illegal, randrr may, among other things, investigate, take legal action against you and/or terminate your Anthology Account.
5. **Reporting Violations.** If you wish to report any violation of this Agreement by others, you may do so by contacting us at legal@anthology.co.

5. USER CONTENT

- 1. **Responsibility for User Content.** You are solely responsible for the content and information that you provide, publish, transmit, display or otherwise communicate to randrr through the Services or to other users (collectively referred to as "post"), including without limitation job postings, messages, data, text, photos, video, music, graphics, links or other materials (your submissions and those of other users, collectively, are "User Content"). randrr does not control, take responsibility for or assume liability for any User Content posted by you or any third party, or for any loss or damage thereto or arising therefrom.
- 2. **Accuracy of Information.** You will not provide any inaccurate, misleading, incomplete or false information or User Content to randrr or to any other user.
- 3. **No Duty to Review User Content.** Although you understand and acknowledge that randrr has no duty to prescreen, review, control, monitor or edit the User Content posted by users and is not liable for User Content that is provided by others, you agree that randrr may, at its sole discretion, review, edit, refuse to accept or delete User Content at any time and for any reason or no reason without notice, and you are solely responsible for creating backup copies and replacing any User Content you post or store on the Services at your sole cost and expense.
- 4. **License of User Content to randrr.** randrr claims no ownership or control over your User Content, except as otherwise specifically provided herein, on the Services or in a separate written agreement. By submitting or posting User Content, you automatically grant, and you represent and warrant that you have the right to grant, to randrr, its affiliates, licensees and successors a

limited, irrevocable, perpetual, non-exclusive, fully paid, worldwide right and license to use, copy, publicly perform, publicly display, reproduce, adapt, modify and distribute such User Content furnished by you and to prepare derivative works of, or incorporate into other works, such information and User Content, and to grant and authorize sublicenses of the foregoing in any medium, solely for purposes of randrr performing its obligations and exercising its rights under this Agreement. You represent and warrant that the User Content and the public posting and use of your User Content by randrr will not infringe or violate any third-party rights, including without limitation any intellectual property rights or rights of privacy or publicity, or cause any harm to any third party or violate the terms of this Agreement. You further represent and warrant that you have the written consent of each and every identifiable natural person in your User Content to use such person's name or likeness in the manner contemplated by the Service and this Agreement, and each such person has released you from any liability that may arise in relation to such use. By posting User Content, you hereby release randrr and its agents and employees from any claims that such use, as authorized above, violates any of your rights and you understand that you will not be entitled to any additional compensation for any use of your User Content.

5. **Use of Proprietary Information of Others.** You will not post, copy, transfer, create any derivative works from, distribute, reproduce or show in any manner any copyrighted or trademarked or other proprietary information or materials, including any User Content posted by other users, without the prior consent of the owner of such proprietary rights. You acknowledge that information or materials available through the Services may have copyright protection whether or not it is identified as being copyrighted.
6. **Prohibited Content.** You will not post, transmit or deliver to any other user, either directly or indirectly, any User Content that violates any third-party rights or any applicable law, rule or regulation or is prohibited under this Agreement or any other randrr policy governing your use of the Services ("Prohibited Content"). Prohibited Content includes without limitation User Content that:
 - a. is obscene, pornographic, profane, defamatory, abusive, offensive, indecent, sexually oriented, threatening, harassing, inflammatory, inaccurate, misrepresentative, fraudulent or illegal;
 - b. promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - c. is intended to, or does, harass, or intimidate any other user or third party;
 - d. may infringe or violate any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party, including User Content that contains others' copyrighted content (e.g., photos, images, music, movies, videos, etc.) without obtaining proper permission first;
 - e. promotes or enables illegal or unlawful activities;
 - f. violates someone's right of privacy or publicity;
 - g. contains viruses, time bombs, trojan horses, cancelbots, worms or other harmful, or disruptive codes, components or devices;
 - h. contains any advertising, fundraising or promotional content; or
 - i. is, in the sole judgment of randrr, objectionable or restricts or inhibits any person from using or enjoying the Services or exposes randrr or its users to harm or liability of any type.

6. CONFIDENTIALITY

1. **Mutual Confidentiality.** Both parties may have access to the other's business, technical or financial information during the course of this Agreement ("Confidential Information"). Each party agrees not to use or disclose the other's Confidential Information except in connection with fulfilling such party's obligations or exercising its rights under this Agreement, or as otherwise expressly authorized in this Agreement. Each party will use reasonable care to protect the other party's Confidential Information.

2. **Permitted Disclosures.** Either party may disclose the other's Confidential Information to those of its and its affiliates' directors, officers, employees, contractors, subcontractors and agents who have a need to know the information in connection with fulfilling such party's obligations or exercising its rights under this Agreement and who are informed of the confidential nature of the information. We may also disclose to job candidate's information that you provide in those sections of a job posting that are designated for public disclosure.
3. **Exclusions.** Confidential Information does not include any information that: (a) is, at the time of disclosure, publicly available without breach of any obligations owed to the disclosing party; (b) became known to the recipient from a source other than the disclosing party other than by the breach of an obligation of confidentiality; or (c) can be demonstrated to have been independently developed by the recipient.
4. **Exceptions.** Either party may disclose Confidential Information as required by applicable law or regulation or as may be required to comply with a court order compelling such disclosure (provided that the party compelled to disclose the Confidential Information seeks to limit disclosure to that purpose and ensure the maximum application of all appropriate judicial safeguards).
5. **Aggregate Data.** You understand and agree that randrr may use and disclose data derived or collected from your use of our Services, including for the purposes of operating, managing, maintaining and improving randrr's products and services, and for developing and distributing benchmarks and similar reports and databases; provided that any related disclosure does not include data identifiable as originating with or associated with Subscriber Group or any individual person.
6. **Name.** We may identify you – by name and logo – as a customer in our published customer lists, website and marketing materials, unless you request otherwise.
7. **Privacy Policy.** Notwithstanding the foregoing, you agree that our Privacy Policy will govern how randrr collects, uses, stores and discloses personally identifiable information about you and your users. You understand that by using the Services you consent to the collection, use and disclosure of your and your users' personally identifiable information and aggregate data as set forth in our Privacy Policy, and to have your and your users' personally identifiable information collected, used, transferred to and processed in the United States.

7. INTELLECTUAL PROPERTY RIGHTS AND LIMITED LICENSE

1. **Site Content.** Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, designs, illustrations, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, information, data, other files and the arrangement thereof and User Content belonging to other users (the "Site Content"), and all intellectual property rights related thereto, are the exclusive property of randrr and its licensors (including other users who post User Content to the Service). Site Content includes all data and metrics derived or gathered from users' use of the Services. Except as explicitly provided herein, nothing in this Agreement will be deemed to create a license in or under any such intellectual property rights of randrr.
2. **Limited License.** You are granted a limited, non-sublicensable license to access and use the Services, subject to the terms and conditions of this Agreement. You agree that you will not (a) copy, modify, publish, adapt, sublicense, translate, sell, distribute, transmit, perform, display, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Site Content or the Services or cause others to do so; (b) "frame" or "mirror" any part of the Services, without our prior written authorization; (c) use meta tags or code or other devices containing any reference to randrr or the Services in order to direct any person to any other website for any purpose; (d) resell or make any commercial use of the Services; (e) use any data mining, robots, or similar data gathering or extraction methods or otherwise collect any pictures, descriptions, data or other content from the Services; (f) forge headers or otherwise manipulate identifiers in order to

disguise the origin of any information transmitted through the Services; (g) use any automated methods or processes to create user accounts or access the Services or (h) use the Site Content or the Services other than for their intended purpose. Any use of the Services or Site Content other than as expressly authorized herein, without the prior written consent of randrr, is strictly prohibited and will violate and terminate the license granted herein. Such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in this Agreement will be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. randrr reserves all rights not expressly granted herein in the Services and the Site Content. This license is revocable at any time.

3. **Feedback.** randrr welcomes and encourages feedback, comments, and suggestions for improvements to the Services (“Feedback”). You may submit Feedback by using the feedback tools that may be built into the Mobile Software or other Services, or by emailing us at legal@anthology.co. By submitting Feedback, you agree all Feedback becomes our exclusive property. Additionally, you irrevocably assign to us your complete rights, titles, and interests in and to Feedback, including any and all intellectual property rights contained therein. Moreover, at randrr’s request and expense, you agree to execute documents and take such further action as we may reasonably request to assist us in acquiring, perfecting, or maintaining subject intellectual property rights.

8. TRADEMARKS

“Anthology”, randrr’s logos and any other trade name or slogan contained in the Services are trademarks or service marks of randrr, its partners or its licensors and may not be copied, imitated or used, in whole or in part, without the prior written permission of randrr or the applicable trademark holder. In addition, the look and feel of the Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of randrr and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Services are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

9. THIRD PARTY SITES AND CONTENT

randrr may provide third party content on the Services and may provide links to web pages and content of third parties (collectively the “Third Party Content”) as a service to those interested in this information. randrr does not control, endorse or adopt any Third-Party Content and makes no representations or warranties of any kind regarding the Third-Party Content, including without limitation regarding its accuracy or completeness. You acknowledge and agree that randrr is not responsible or liable in any manner for any Third-Party Content and undertakes no responsibility to update or review any Third-Party Content. Users use such Third-Party Content contained therein at their own risk.

Additionally, if you follow a link or otherwise navigate away from the Services, please be aware that this Agreement will no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third-Party Content provider to which you navigate from the Services. You access and use Third-Party Content at your own risk.

10. FEES AND PAYMENT

1. **General.** The fees for our candidate introduction and other Services are set forth on our fees page (“Fees Page”), which is incorporated into and made a part of this Agreement, or in a separate written agreement between us. With regard to Success Fees, the fee that is in effect on the date you submit your job will be the fee that is due, even if the fee is subsequently changed. You

authorize randrr and our designated payment processors to store your payment information and other related information. You also agree to pay the applicable fees for the Services as they become due plus all related taxes (including without limitation sales and use taxes, duties or other governmental taxes or fees), and to reimburse us for all collection costs. For Services that are purchased on a monthly subscription basis, you hereby authorize us to charge your credit card, debit card or other applicable Payment Method (defined below) on a recurring basis each month until you cancel your subscription. We reserve the right to charge you interest at a rate of 1.5% per month on any overdue amounts. All fees and charges are nonrefundable and there are no refunds or credits for any partially used Services (including success fees) except (a) as expressly set forth in this Agreement, the Fees Page or a separate written agreement between us; (b) as otherwise required by applicable law; or (c) at randrr's sole and absolute discretion. Fees for the Services may be payable in advance, in arrears, per usage or as otherwise described on our Fees Page or in a separate written agreement between us. All prices for Services are subject to change without notice (except as otherwise described in this Section 10).

2. **Payment Method.** randrr may, from time to time, offer various payment methods, including without limitation payment by credit card, by debit card, by check, by certain mobile payment providers or by using PayPal. You authorize randrr to charge you for Services through any payment method(s) you select when purchasing the Services (the "Payment Method") and you agree to make payment using such Payment Method(s) (we may, from time to time, receive and use updated payment method information provided by you or that financial institutions or payment processors may provide to us to update information related to your Payment Method(s), such as updated expiration dates or account numbers). Certain Payment Methods, such as credit cards and debit cards, may involve agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Methods (the "Payment Method Provider"). If we do not receive payment from your Payment Method Provider, you agree to directly pay all amounts due upon demand from us. Your non-termination or continued use of the Services reaffirms that we are authorized to charge your Payment Method.
3. **Current Information Required.** You agree to provide current, complete and accurate billing information and agree to promptly update all such information (such as changes in billing address, credit card number or credit card expiration date) as necessary for the processing of all payments that are due to randrr. You agree to promptly notify randrr if your Payment Method is canceled (for example, due to loss or theft) or if you become aware of a potential breach of security related to your Payment Method. If you fail to provide any of the foregoing information, you acknowledge that your current Payment Method may continue to be charged for Services and you remain responsible for all such charges.

11. MOBILE SERVICES

You may access and use certain features of the Services using certain mobile devices (the "Mobile Services"). Your access and use of the Mobile Services is subject to the terms and conditions of this Agreement. Please note that by accessing or using the Mobile Services, your carrier's normal rates and fees, such as standard data rates, still apply and you are solely responsible for the payment of those fees.

12. MOBILE SOFTWARE

1. **Mobile Software.** We may make available software to access the Services via a mobile or tablet device ("Mobile Software"). Mobile Software also includes any updates, upgrades or other new features, functionality, improvements or enhancements to the Mobile Software and any on-line, read me, help files, or other related explanatory materials relating to the Mobile Software. To use the Mobile Software, you must have a device that is compatible with the Mobile Software. randrr does not warrant that the Mobile Software will be compatible with your device. randrr hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software for one Anthology Account on one device owned or leased solely by you, for

your personal use only. You may not: (a) modify, disassemble, decompile or reverse engineer the Mobile Software, except to the extent that such restriction is expressly prohibited by law; (b) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party; (c) make any copies of the Mobile Software; (d) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; (e) delete the copyright and other proprietary rights notices on the Mobile Software; (f) block, disable or otherwise affect any advertising, advertisement banner window, links to other sites and services, or other features that constitute an integral part of the Mobile Software; (g) use the Mobile Software on any device that you do not own or control; or (h) distribute or make the Mobile Software available over a network where it could be used by multiple devices at the same time. You agree to use your best efforts to prevent and protect the contents of the Mobile Software from unauthorized use or disclosure. You acknowledge that randrr may from time to time issue upgraded versions of the Mobile Software and may automatically electronically upgrade the version of the Mobile Software that you are using on your device. You consent to such automatic upgrading on your device and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party End User License Agreement, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and randrr or its third-party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. randrr reserves all rights not expressly granted under this Agreement. Additional terms to those contained in this Section 12 may be contained in an End User License Agreement associated with any Mobile Software. Please see the applicable End User License Agreement (if any) for more information.

2. **Mobile Software from iTunes or the App Store.** The following applies to any Mobile Software you acquire or download from the iTunes Store or the App Store provided by Apple (“iTunes-Sourced Software”): You acknowledge and agree that this Agreement is solely between you and randrr, not Apple, and that Apple has no responsibility for the iTunes-Sourced Software or content thereof. Your use of the iTunes-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iTunes-Sourced Software. In the event of any failure of the iTunes-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the iTunes-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iTunes-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to randrr as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the iTunes-Sourced Software or your possession and/or use of the iTunes-Sourced Software, including, but not limited to: (a) product liability claims; (b) any claim that the iTunes-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to randrr as provider of the software. You acknowledge that, in the event of any third-party claim that the iTunes-Sourced Software or your possession and use of that iTunes-Sourced Software infringes that third party’s intellectual property rights, randrr, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and randrr acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of this Agreement as relates to your license of the iTunes-Sourced Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the

iTunes-Sourced Software against you as a third-party beneficiary thereof. Without limiting any other terms of this Agreement, you must comply with all applicable third-party terms of agreement when using iTunes-Sourced Software.

3. **U.S. Government End Users.** The Mobile Software was developed by private financing and constitutes a “Commercial Item,” as that term is defined at 48 C.F.R. §2.101. The Mobile Software consists of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as such terms are used in 48 C.F.R. §12.212. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §227.7202-1 through 227.7202-4, all U.S. Government end users acquire only those rights in the Mobile Software that are expressly provided by this Agreement. Consistent with 48 C.F.R. §12.211, all U.S. Government end users acquire only technical data and the rights in that data as expressly provided in this Agreement. Any use, reproduction, release, performance, display or disclosure of the Mobile Software by the U.S. Government will be governed solely by this Agreement and is prohibited except to the extent expressly permitted by the terms of this Agreement.
4. **Export Controls.** The Mobile Software and the underlying information and technology may not be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) any country that is subject to a U.S. Government embargo or has been designated by the U.S. Government as a “terrorist supporting” country; or (b) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Table of Deny Orders. By downloading or using the Software and/or Documentation, you are agreeing to the foregoing and you represent and warrant that you (x) are not located in, under the control of, or a national or resident of any such country or on any such list, (y) are not listed on any U.S. Government list of prohibited or restricted parties, and (z) you agree to comply with all United States and foreign laws related to use of the Mobile Software and other randrr Services.
5. **Injunctive Relief.** You acknowledge and agree that your breach or threatened breach of this Section 12 will cause randrr irreparable damage for which recovery of money damages would be inadequate and that randrr therefore may seek timely injunctive relief to protect its rights under this Agreement in addition to any and all other remedies available at law or in equity.

13. DISCLAIMER OF WARRANTIES/LIMITATION OF LIABILITY

EXCEPT AS DESCRIBED ABOVE, THE SITE, SERVICES, SITE CONTENT AND THIRD-PARTY CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT REPRESENTATIONS, WARRANTIES, GUARANTEES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. RANDRR EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT OR NON-INFRINGEMENT OR THOSE ARISING OUT A COURSE OF DEALING OR USAGE OF TRADE. YOU ARE SOLELY RESPONSIBLE FOR ANY RESULTING DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY ARISE FROM YOUR USE OF THE SITE, SERVICES, SITE CONTENT AND THIRD-PARTY CONTENT.

RANDRR MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS REGARDING THE COMPLETENESS, ACCURACY, AVAILABILITY OR APPROPRIATENESS OF THE SITE, SERVICES, SITE CONTENT OR THIRD-PARTY CONTENT OR THEIR USEFULNESS FOR YOUR PURPOSES. FOR GREATER CLARITY, RANDRR DOES NOT REPRESENT OR WARRANT THAT (I) THE SITE, SERVICES, SITE CONTENT OR THIRD PARTY CONTENT WILL BE UNINTERRUPTED, RELIABLE, ACCURATE, COMPLETE, SUITABLE, VALID, TRUTHFUL, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS IN ANY WAY; (II) ANY DEFECTS IN THE SITE CONTENT OR THIRD PARTY CONTENT WILL BE CORRECTED, OR THAT THIS SITE, THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (III) THE USE OF THE SITE, SERVICES, SITE CONTENT AND THIRD PARTY CONTENT WILL BE TIMELY, SECURE, OR ERROR-FREE; (IV) THE RESULTS THAT MAY

BE OBTAINED FROM YOUR USE OF THE SITE, SERVICES, SITE CONTENT OR THIRD-PARTY CONTENT WILL BE ACCURATE, BENEFICIAL OR RELIABLE; OR (V) THE QUALITY OF THE SITE, SERVICES, SITE CONTENT OR THIRD-PARTY CONTENT WILL MEET YOUR EXPECTATIONS. THE SITE CONTENT AND THIRD-PARTY CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND RANDRR MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME.

IN NO EVENT WILL RANDRR, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, THIRD PARTY PROVIDERS, AGENTS OR ADVISORS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF INCOME, LOSS OF ANTICIPATED SALES, LOSS OF OPPORTUNITIES, BUSINESS INTERRUPTION, DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES, LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES OR OTHER ECONOMIC LOSS ARISING FROM: (I) YOUR USE OR INABILITY TO USE THE SITE, SERVICES, SITE CONTENT OR THIRD PARTY CONTENT OR ANY SITE TO WHICH YOU HYPERLINK FROM THE SITE; (II) ANY THIRD PARTY CLAIMS THAT THE USE BY YOU OF THE SITE, SERVICES, SITE CONTENT OR THIRD PARTY CONTENT VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT OR PRIVACY RIGHT; (III) ANY FAILURE OF PERFORMANCE OF THE SITE, SERVICES, SITE CONTENT OR THIRD PARTY CONTENT, WHETHER RELATED TO ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES OR LINE FAILURE; (IV) ANY DAMAGES ARISING FROM COMMUNICATIONS OR TRANSACTIONS WITH OTHER USERS OF THE SITE, OR PERSONS THAT YOU MEET THROUGH THE SITE OR (V) ANY OTHER MATTERS RELATING TO THE SITE, SERVICES, SITE CONTENT, USER CONTENT OR THIRD PARTY CONTENT, BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, FUNDAMENTAL BREACH, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, WHETHER OR NOT SUCH RANDRR HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT YOU MIGHT INCUR SUCH DAMAGES.

YOU FURTHER UNDERSTAND AND AGREE THAT RANDRR (I) DOES NOT WARRANT THAT YOU WILL BE CONNECTED WITH ANY JOB CANDIDATES THROUGH THE SERVICES OR THAT ANY JOB CANDIDATES WILL MEET YOUR REQUIREMENTS OR ACCEPT EMPLOYMENT WITH YOU; AND (II) WILL NOT BE RESPONSIBLE FOR ANY HIRING DECISIONS.

RANDRR EXPRESSLY DISCLAIMS ANY AND ALL SUCH ABOVE REPRESENTATIONS, WARRANTIES AND CONDITIONS TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR CONDITIONS OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS AND, IN SUCH EVENT, RANDRR'S AGGREGATE LIABILITY TO YOU FOR ANY DAMAGES WILL NOT EXCEED THE AMOUNTS YOU PAID TO RANDRR DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE EVENT GIVING RISE TO THE CLAIM.

14. INDEMNIFICATION

You agree to defend, indemnify and hold randrr, its subsidiaries and affiliates, and each of their directors, officers, managers, agents, contractors, partners and employees harmless from any losses, liabilities, damages, costs, debts, expenses or demand, including reasonable attorney's fees, arising out of or resulting from a third party claim relating to (i) your use of or access to the Services, including any data or content transmitted or received by you, or your inability to use the Services; (ii) any of your User Content or any User Content that is submitted via your Anthology Account; (iii) your conduct in connection with the Services or our users; (iv) your violation of any of the terms of this Agreement, including without limitation your breach of any of the representations and warranties above; (v) your violation of any rights

of a third party, including without limitation any right of privacy or intellectual property rights; (vi) any other party's access and use of the Services with your unique username, password or other appropriate security code; or (viii) your violation of any applicable laws, rules or regulations.

15. GOVERNING LAW AND ARBITRATION; WAIVER; INDEMNIFICATION

Our goal is to resolve any disputes amicably and quickly and we encourage you to contact us and explain your complaint as soon as it arises.

1. **Governing Law.** This Agreement will be governed by the internal substantive laws of the State of Washington, without respect to its conflict of laws principles. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree that any claim or dispute you may have against randrr must be resolved in a federal or state court located in Jacksonville, FL, USA or as described in the Arbitration provision below. Both you and randrr retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below including any provisional relief required to prevent irreparable harm. You agree that Jacksonville, FL, USA is the proper forum for any appeals of an arbitration award or in the event that the Arbitration provision below is for any reason held to be unenforceable.
2. **Arbitration.** READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM RANDRR. For any dispute with randrr, you agree to first contact us within 30 days of when the dispute arises at legal@anthology.co and attempt to resolve the dispute with us informally. In the unlikely event that randrr has not been able to informally resolve a dispute it has with you within 60 days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief described in Section 15(1)) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by the Judicial Mediation and Arbitration Services ("JAMS") under the JAMS Optional Expedited Procedures then in effect, except as provided herein. JAMS may be contacted at www.jamsadr.com. You will have the right to participate in the selection of the arbitrator, who may be selected by mutual agreement of the parties or by the procedures provided by JAMS if the parties are unable to agree on an arbitrator. Unless the parties agree otherwise, the arbitrator will be an attorney licensed to practice in the location where the arbitration proceedings will be conducted or a retired federal or state judicial officer who presided in the jurisdiction where the arbitration will be conducted. The arbitration will be conducted in Jacksonville, FL, USA, unless you request a hearing in your hometown area or you and randrr agree otherwise. The language to be used in the arbitral proceedings will be English, unless otherwise agreed by the parties. You will be responsible for paying any JAMS filing fees in accordance with JAMS rules. The award rendered by the arbitrator may include your costs of arbitration, your reasonable attorneys' fees and your reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section will prevent either party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of that party's data security, intellectual property rights, or other proprietary rights. You may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that you and randrr submit to the arbitrator and, if requested by either party or the arbitrator, a telephonic hearing.

3. **CLASS ACTION AND JURY TRIAL WAIVER.** YOU AND RANDRR AGREE THAT ANY AND ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND RANDRR ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING.

16. TERMINATION OF YOUR ANTHOLOGY ACCOUNT

1. **Termination by randrr.** Notwithstanding anything to the contrary in this Agreement, randrr may suspend, deactivate or terminate your Anthology Account and your right to use the Services and may block or prevent your access to and use of the Services at any time in its sole discretion, for any reason or no reason, without explanation and without notice. We also reserve the right to remove or block access to your Anthology Account information, User Content or data from our Services and any other records at any time at our sole discretion. In the event that we determine that your access to any of the Services is terminated or suspended for cause, such as due to any breach of this Agreement, flagged conduct or content, or third-party complaints, you agree that all fees then paid to randrr by you will be nonrefundable, except as otherwise provided by law, and all outstanding or pending payments will immediately be due and payable. All decisions as to the refundability of the fees are in randrr's sole discretion; however, you may dispute any refunds of fees pursuant to Section 15 of this Agreement.
2. **Termination by You.** You may deactivate or terminate your Anthology Account at any time, for any or no reason, by accessing the "settings" page of your account or by contacting us as described in this Agreement. Upon your termination of this Agreement, you agree that all fees then paid to randrr by you will be nonrefundable, except as otherwise provided by law, and all outstanding or pending payments will immediately be due and payable. All decisions as to the refundability of the fees are in randrr's sole discretion; however, you may dispute any refunds of fees pursuant to Section 15 of this Agreement.
3. **Survival.** After your Anthology Account is suspended, deactivated or terminated, all terms that by their nature may survive termination of this Agreement will be deemed to survive such termination, including without limitation Sections 5, 13, 14, 15, 16 and 17.

17. MISCELLANEOUS

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without our prior written consent, except that you may assign this Agreement to an affiliate or successor corporation upon written notice to randrr. randrr may assign this Agreement without restriction. Any attempted transfer or assignment in violation hereof will be null and void. You agree that this Agreement, the Fees Page, Privacy Policy and any End User License Agreement for Mobile Software, contains the entire agreement between you and randrr regarding the use of the Services and supersedes all prior agreements and understandings (including without limitation any prior versions of this Agreement), except to the extent that the parties have entered into a separate written agreement applicable to the Services that expressly governs over this Agreement. If any provision, or any portion thereof, of this Agreement is held illegal, void, invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the remaining provisions will continue in full force and effect, except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration agreement will be unenforceable. The failure of randrr to exercise or enforce any right or provision in this Agreement will not operate as a waiver of such

right or provision. There are no third-party beneficiaries to this Agreement and no third party who is not a party to this Agreement will have any right to enforce any term of this Agreement.

18. QUESTIONS & CONTACT INFORMATION

If you have any questions or concerns about the Services or this Agreement, you may contact us at legal@anthology.co.