

TERMS & CONDITIONS FOR FAIRDAY JOBS

Last Updated May 10, 2020.

These Terms & Conditions (this “Agreement”) apply to your access and/or use of the Fairday Jobs websites, mobile sites, and applications (collectively, the “Sites”) and the content, features, and services (collectively the “Services”). “We” and “Fairday Jobs” mean the Fairday Jobs company that is providing the Services to you. The terms “User” and “you” mean any user of the Services.

1. Access and Use

By accessing or using the Services or by clicking “accept” or “agree” to this Agreement, (1) you acknowledge that you have read, understand, and agree to be bound by this Agreement, and (2) you represent and warrant that you are of legal age and not prohibited by law from accessing or using the Services. Fairday Jobs may update or revise this Agreement from time to time. You agree that you will review this Agreement periodically. You are free to decide whether or not to accept a modified version of this Agreement, but accepting this Agreement, as modified, is required for you to continue using the Services. If you do not agree to the terms of this Agreement or any modified version of this Agreement, you must terminate your use of the Services, in which case you will no longer have access to your Account.

2. Account

Your account with Fairday Jobs, as created through the Fairday Jobs Sites (“Account”) in order to use the Services, is your account but this information is Personal Information for the purposes of providing Services to you. Please see Privacy Policy for information about how your Personal Information is used. When registering for an Account, you must provide true, accurate, current, and complete data about yourself on the Fairday Jobs account creation page. You also agree to promptly update your personal information for completeness and accuracy. You are solely responsible for maintaining the confidentiality of your Account and the information in your Account, and, except as otherwise required by applicable law, you are solely responsible for all use of your Account, whether or not authorized by you. You agree to immediately notify Fairday Jobs of any unauthorized use of your Account or any other breach of security related to your use of the Services.

We reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a long duration of time.

3. Communications

By using our Sites and Services, You agree that Fairday Jobs may communicate with you via electronic messages, including email, text message/SMS, or mobile push notifications in accordance with our privacy policy. You are responsible for all mobile carrier data or text message charges resulting from your use of the Services, including from any notifications provided by the Services. In order to use the text message based services, you must maintain an active account with a carrier of electronic communications through mobile devices and you may not use a prepaid cellular phone to access such text message services. Fairday Jobs does not guarantee that the Services will be compatible with all devices or will be supported by all mobile carriers.

4. Updates to Services

Fairday Jobs reserves the right to modify the Services from time to time and without notice, including, without limitation, by removing, adding, or modifying portions of the Fairday Jobs Sites, affiliate sites, and/or materials. If you object to any such changes, your sole recourse shall be to cease using the Services. Continued use of the Services following any such changes shall indicate your acknowledgment of such changes and satisfaction with all the Services.

5. Intellectual Property

The features, information, and materials provided through the Services are protected by copyright, trademark, patent, and other intellectual property laws. All text, graphical content, video, data, and other content made available through the Services (collectively, the “Fairday Jobs Content”) are provided to the User by Fairday Jobs or its partners or licensees solely to support User’s permitted use of the Services. The Fairday Jobs Content may be modified from time to time by Fairday Jobs in its sole discretion. Except as expressly set forth herein, no license is granted to User for any other purpose, and any other use of the Services or the Fairday Jobs Content by User shall constitute a material breach of this Agreement. Fairday Jobs and its partners or licensees retain all rights in the Services and Fairday Jobs Content and any associated patents, trademarks, copyrights, mask work rights, trade secrets, or other intellectual property rights. No license, right, or interest in any trademarks of Fairday Jobs or any third party is granted under this Agreement.

6. Restrictions & Termination

The Services and Fairday Jobs Content are offered solely for the User's personal use for the purposes described in this Agreement. Any and all other uses are prohibited. Fairday Jobs expressly reserves all its rights and remedies under applicable laws. Fairday Jobs reserves the right, in its sole discretion, to refuse service, terminate Accounts, remove or edit content, cancel contracts created, or deny access to the Services. Fairday Jobs may suspend your ability to use all or any element of the Services or may terminate this Agreement effective immediately, without notice or explanation. Without limiting the foregoing, Fairday Jobs may suspend your access to the Services if we believe you to be in violation of any part of this Agreement. After any suspension or termination, you may or may not be granted permission to use the Services or re-establish an Account, and, where applicable, you may lose access to and be unable to use any of the Services. You agree that Fairday Jobs shall not be liable to you for any termination of this Agreement or for any effects of any termination of this Agreement.

7. Content

During use of The Services you may submit, transmit, post or otherwise provide content, including, but not limited to, reviews, comments, ratings, photos, images, videos, sounds, text, data, links and location information; send emails and other communications; and submit suggestions, ideas, comments, questions, or other information ("User Content"). Any such User Content must not be illegal, threatening, obscene, racist, defamatory, libelous, pornographic, infringing of intellectual property rights, promoting of illegal activity or harm to groups and/or individuals, invasive of a third party's publicity or privacy rights, purposely false or otherwise injurious to third parties, or objectionable and must not consist of or contain software, computer viruses, commercial solicitation, political campaigning, chain letters, mass mailings, any form of "spam" or references to illegal activity, malpractice, purposeful overcharging, false advertising, or health code violations. Your User Content should be unbiased and objective. You may not submit reviews, comments or ratings for which you are being compensated in any manner, or for your own job services site or any job services site of your employer, friend, relative or a competitor. You may not use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of User Content. The name or handle you choose to provide to Fairday Jobs may be displayed publicly with such User Content. Fairday Jobs reserves the right (but has no obligation) to monitor, remove, or edit User Content in Fairday Jobs's sole discretion, including if User Content violates this Agreement (including any Fairday Jobs Policies), but you acknowledge that Fairday Jobs may not regularly review submitted User Content. If you do submit User Content, and unless we indicate otherwise, you grant Fairday Jobs a nonexclusive, perpetual, royalty-free, irrevocable, and fully sublicensable (through multiple tiers, including to partners and other third party websites and feeds) right to use,

modify, reproduce, adapt, translate, publish, create derivative works from, distribute, display, and otherwise exploit such User Content throughout the world in any media, and, where applicable, you hereby waive any privacy or publicity rights or any similar rights in an individual's name or likeness in addition to any moral or other rights you may have in the User Content you submit in favor of Fairday Jobs. You represent that you own, or have the necessary permissions to use and authorize the use of User Content as described herein. Fairday Jobs takes no responsibility and assumes no liability for any User Content submitted by you or any other User or third party, nor do we guarantee any confidentiality with respect to User Content.

8. Representations & Warranties

You represent and warrant that you own or otherwise control all of the rights to any User Content submitted by you; that all User Content submitted by you is accurate; and that exploitation of such User Content by Fairday Jobs and its other Users, partners, and licensees will not violate this Agreement, cause injury to any person or entity, or infringe any third-party rights (including, without limitation, intellectual property rights and rights of privacy or publicity). You will indemnify, hold harmless, and (at Fairday Jobs's request) defend Fairday Jobs, its affiliates, and its and their representatives, agents, directors, managers, officers, employees, and shareholders (collectively, the "Fairday Jobs Parties") from and against all claims resulting from (1) any User Content submitted by you, (2) your use of the Services, or (3) any breach or alleged breach by you of this Agreement.

9. Limitations on Liability

EXCEPT AS EXPRESSLY SPECIFIED HEREIN, IN NO EVENT SHALL FAIRDAY JOBS BE LIABLE FOR ANY INJURIES, LOSSES, CLAIMS, OR DIRECT DAMAGES OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE OUT OF OR ARE ANY WAY CONNECTED WITH (1) THIS AGREEMENT (INCLUDING ANY CHANGES THERETO), (2) ANY USE OF THE FAIRDAY JOBS SITES, SERVICES, THE FAIRDAY JOBS CONTENT, OR THE USER CONTENT, (3) ANY FAILURE OR DELAY (INCLUDING, BUT NOT LIMITED TO, THE USE OR INABILITY TO USE ANY COMPONENT OF ANY OF THE SERVICES), OR (4) YOUR VISIT TO ANY SITE OR THE PERFORMANCE, NON-PERFORMANCE, CONDUCT, OR POLICIES OF ANY SITE OR MERCHANT IN CONNECTION WITH THE SERVICES. IN ADDITION, YOU SPECIFICALLY UNDERSTAND AND AGREE THAT ANY THIRD PARTY DIRECTING YOU TO THE FAIRDAY JOBS SITE BY REFERRAL, LINK, OR ANY OTHER MEANS IS NOT LIABLE TO USER FOR ANY REASON WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES OR LOSS ASSOCIATED WITH THE USE OF THE SERVICES

OR THE FAIRDAY JOBS CONTENT. FAIRDAY JOBS IS NEITHER AN AGENT OF NOR OTHERWISE ASSOCIATED WITH ANY SITE FOR WHICH A USER HAS MADE A RESERVATION, CLAIMED AN OFFER OR PROMOTION, OR PAID A BILL USING THE PAYMENT SERVICES OR ANY MERCHANT THAT ISSUES A MERCHANT GIFT CARD. YOU UNDERSTAND THAT USE OF THE SERVICES IS AT YOUR OWN RISK AND FAIRDAY JOBS CANNOT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE SERVICES, ALL FAIRDAY JOBS CONTENT, AND ANY OTHER INFORMATION, PRODUCTS, AND MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SERVICES, ARE PROVIDED TO USER ON AN "AS IS" BASIS AND WITHOUT WARRANTY OF ANY KIND. FAIRDAY JOBS EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, OR INDEMNITIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. FAIRDAY JOBS DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT FAIRDAY JOBS WILL REVIEW THE INFORMATION OR MATERIALS MADE AVAILABLE THROUGH THE SERVICES FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN ANY SUCH INFORMATION OR MATERIALS WITHOUT LOSS. FAIRDAY JOBS SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF FAIRDAY JOBS.

IN NO EVENT WILL FAIRDAY JOBS, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

10. Third Parties

The Services may contain links to websites and applications operated by parties other than Fairday Jobs. Such links are provided for User's reference only, and Fairday Jobs does not control such websites and is not responsible for their content. Fairday Jobs's inclusion of any links to such websites or applications does not imply any endorsement of the material on such websites or applications or any association with their operators. Fairday Jobs assumes no liability whatsoever for any such third-party websites, applications or any content, features, products, or services made available through such third-party websites or applications. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited will be a third-party beneficiary to this contract if you access the Services using applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service, including any license transferability and other usage rules therein.

11. Severability

If any of the provisions, or portions thereof, of this Agreement are found to be invalid under any applicable statute or rule of law, then, that provision (or portion thereof) notwithstanding, this Agreement shall remain in full force and effect and such provision or portion thereof shall be deemed omitted.

12. Assignment

This Agreement and the rights granted and obligations undertaken hereunder may not be transferred, assigned, or delegated in any manner by User, but may be freely transferred, assigned, or delegated by Fairday Jobs.

13. Waiver

Any waiver of any provision of this Agreement, or a delay by any party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver nor create an expectation of non-enforcement of that or any other provision or right.

14. Arbitration

THIS IS AN ARBITRATION AGREEMENT AND JURY TRIAL WAIVER, CLASS ACTION WAIVER, AND FORUM SELECTION CLAUSE.

If you are a resident of the United States (including its possessions and territories) or Canada, you agree that any and all controversies, disputes, demands, counts, claims, or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, count, claim, or cause of action) between you and the Fairday Jobs Parties or their successors or assigns shall exclusively be settled through binding and confidential arbitration.

Arbitration shall be subject to the Federal Arbitration Act and not any state or provincial/territorial arbitration law. The arbitration shall be conducted before one commercial arbitrator with substantial experience in resolving commercial contract disputes from the American Arbitration Association (“AAA”). As modified by this Agreement, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA’s Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the “Rules and Procedures”).

In the case of arbitration and where permitted by law, you are thus agreeing to GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that you file in small claims court. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

15. Purchases

Purchasing any product or service made available by Fairday Jobs (“Purchase”), may require you to provide certain information relevant to your Purchase, including, but not limited to, credit card information, billing address, shipping address, name, and account information.

When purchasing from Fairday Jobs, You represent and warrant that: (1) You have the legal right to make a Purchase and/or enter into an Agreement with Fairday Jobs for services in connection with any Purchase; and (2) that the information You provide is accurate and complete.

Services of Fairday Jobs may employ the use of third party services for the purpose of facilitating payment and the completion of Services and or transactions. By submitting your information, You grant Us the right to provide the information to any third parties, subject to Our Privacy Policy.

We reserve the right to refuse and/or cancel your order at any time for reasons including, but not limited to: product or service availability, errors in the description or price of the product or service,

errors in the order, or for any other reasons. Additionally, we reserve the right to refuse and/or cancel your order if fraud or unauthorized or illegal transaction is suspected or the terms of this Agreement are violated in any way.

16. Payment Terms

We are frequently updating our products and service offerings. The products and services available may be mispriced, described inaccurately, or unavailable, and/or we may experience delays in updating information on the Services and/or in our advertising. You expressly agree that any such offer of a product and/or service does not constitute a legal offer capable of attracting legal consequences.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, products, specifications, availability, and/or services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

If We do not receive payment from your credit card provider or if your credit card expires or is rejected, you agree to pay all amounts due upon demand. Following any such non-payment, we may require you to provide a second valid credit card before continuing to use the Services. You authorize us to charge outstanding fees and other amounts due to Us against any credit card you have on file with us. We reserve the right to take all steps necessary to collect amounts due from you, including but not limited to legal action and/or using third party collection agencies.

If your account is more than 30 days past due, and is forwarded to a collection agency, you will additionally be liable for any recovery fees charged by the agency. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution, including, but not limited to, membership, overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 90 days after they first appear on your credit card statement. If you do not bring them to our attention within 90 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Services at any time. At our sole discretion, we may grandfather in the prices of certain members based on factors such as sign up date and good standing. We will notify members receiving such grandfathered rates prior to the implementation of any price change. If We modify any of the foregoing terms, you may cancel your membership, and such cancellation shall be your sole remedy. We may provide notice of any such changes by email, notice to you upon log-in, or by publishing them on Our website.

17. Subscriptions

Purchase Price and Monthly Subscription. By purchasing a Monthly Subscription (if applicable), you agree to an initial purchase price (if applicable) and recurring Monthly Subscription, and you accept responsibility for all recurring charges until you cancel your subscription. You may cancel your Monthly Subscription at any time, subject to the terms of our cancellation policy.

- Automatic Monthly Renewal Terms: Once you subscribe and are off the waitlist, we will process your Monthly Subscription fee in the next billing cycle. We will continue to automatically process your Monthly Subscription fee each month at the then-current Monthly Subscription rate, until you cancel your Monthly Subscription. You can cancel your subscription at any time through your accounts subscriptions page. Your payment is non-refundable. Your Service will continue until the end of the paid subscription term.
- If You change your payment information changes prior to Automatic Monthly Renewal and/or between monthly renewal dates, then your Services will terminate and/or suspend until you renew and/or update your payment information and are charged the Monthly Subscription. If You do not renew within 30 days of expiration, then You forfeit the original license of the Services purchase. Said another way, IF YOU DO NOT RENEW IN THE GRACE PERIOD THEN YOU WILL HAVE TO PURCHASE A NEW SUBSCRIPTION FOR THE PURCHASE PRICE (if applicable).

No Returns. You may not return any Services and/or products you receive from Us. If you have concerns about the Services, please email Us at the contact provided on Our website.

18. Promotions

Any contests, sweepstakes or other promotions (“Promotions”) made available through our Services may be governed by rules that are separate from the terms of this Agreement. If you participate in any Promotions, please review the applicable rules as well as the terms of this Agreement and the terms of our Privacy Policy. If the rules of Promotions conflict with the terms of this Agreement, then the rules of the Promotion apply. The terms of this Agreement are independent of the terms of any Promotions agreement.

19. Notice

All notices to you will be effective when we send it to the last email or physical address you gave us or posted on our Website. Any notice to us will be effective when delivered to us at:

Support@fairdayjobs.com

Fairday Jobs

Box 366 Rte 94

Blooming Grove, NY 10914

20. Copyright Infringement

If copyrighted content that belongs to you was posted on the Website without your permission, please notify us at:

Support@fairdayjobs.com
Fairday Jobs
Box 366 Rte 94
Blooming Grove, NY 10914

Please include in your notice:

- The name, address, telephone number, and email address of the copyright owner;
- Identification of the copyrighted work that is being infringed;
- Identification of where the infringing material is located on our Website (a URL works best);
- A statement that you have a good faith belief that the use isn't authorized by the copyright owner, its agent or the law;
- A statement that the information in your notice is accurate; and
- A statement that you're authorized to act on behalf of the owner, and an electronic or physical signature of the copyright owner or someone authorized to act on their behalf,.

This statement must be made under penalty of perjury, meaning if any part of the statement is false, you could be committing perjury—a serious offense that's sometimes even classified as a felony.

Liability of False Statement. If you knowingly make a false statement in your claim of copyright infringement, then you may be subject to liability for damages and heavy civil penalties. If you are not sure whether material on one of our Websites infringes your copyright, then you should speak with a lawyer before notifying us. We may forward your notice to the user that uploaded the content.