

USER AGREEMENT

INTRODUCTION

This User Agreement or Terms of Service, the User Privacy Policy, and all policies posted on our site www.leapout.com (“**LeapOut**” “**Website**” or the “**Site**”) set out the terms on which we offer you access to and use of our site, services, applications and tools.

Whether you reside in the United States or elsewhere in the world the entity you are contracting with is LeapOut Inc, Suite 203, 2880 Zanker Road, San Jose, California, 95134 (hereinafter referred to as the “**Company**”). The terms “**we**”, “**us**” or “**our**”, refer to LeapOut or the Company, used interchangeably. This document is in effect from **November 2nd, 2016** and remains in effect until further notified (“**Effective Date**”).

Please be advised that this User Agreement contains provisions that govern how claims you and we have against each other are resolved (see Disclaimer and Limitation of Liability provisions below). Your access to and use of the Site is subject to the under mentioned terms and conditions. By accessing, browsing and using the Site, including availing services mentioned therein, you accept to terms of this User Agreement.

Subject to the conditions set forth herein, LeapOut may, in its sole discretion, amend this User Agreement at any time by posting a revised version on the Site and will provide reasonable advance notice of any amendment. Any revisions to the User Agreement will take effect on the noted date (“**Noted Date**”). Your continued use of the Site or the Site Services after the Effective Date of a revised version of this User Agreement constitutes your acceptance of and agreement to be bound by the terms as revised.

IN ADDITION, YOU UNDERSTAND THAT BY USING THE SITE OR SITE SERVICES AFTER THE EFFECTIVE OR NOTED DATE, YOU AGREE TO BE BOUND BY THE TERMS OF SERVICE. IF YOU DO NOT ACCEPT THE TERMS OF SERVICE IN ITS ENTIRETY, YOU MUST NOT ACCESS OR USE THE SITE OR THE SITE SERVICES AFTER THE EFFECTIVE OR NOTED DATE, WHICHEVER IS LATER. IF YOU AGREE TO THE TERMS OF SERVICE ON BEHALF OF AN ENTITY, OR IN CONNECTION WITH PROVIDING OR RECEIVING SERVICES ON BEHALF OF AN ENTITY OR AGENCY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY OR AGENCY TO THE TERMS OF SERVICE.

IN THAT EVENT, “YOU” AND “YOUR” WILL REFER AND APPLY TO THAT ENTITY OR AGENCY.

1. ABOUT US

1.1 LeapOut Inc owns and controls the site www.leapout.com, which essentially is a collaboration marketplace for workforce in general. In other words LeapOut connects people looking to engage and hire, whether directly, through an intermediary or on contract basis (hereinafter referred to as “**Employer**”) individuals who are willing to work for the Employer for a particular duration of time or / and for the duration of a particular project (hereinafter referred to as “**Candidate**”) in exchange for monetary benefit.

1.2 Through the Site, Employers and Candidates can either connect directly or through an intermediary (hereinafter referred to as “**Supplier**”) who is willing to introduce or / and supply suitable Candidates to the Employer as understood and agreed from time to time.

1.3 In addition to the above, LeapOut may engage job boards (hereinafter referred to as “**Job Board**” or **Job Portal**”) who have a network of Employers to enable Suppliers submit suitable Candidates, and Candidates to submit their profiles. In such a scenario:

- LeapOut agrees to provide Candidates / Suppliers to the Job Portal free of cost.
- A Supplier or Candidate registered at LeapOut who wants to access a job that has been posted on LeapOut via a Job Portal, will have to first click the submit button. The submit button will take him / her to the respective Job Portal, showing the job.
- In order to get access to job, irrespective of whether the Candidate has registered with LeapOut or not, the Candidate or Supplier will have to again register at the respective Job Portal’s site.
- LeapOut reserves the right to display, at its sole discretion, relevant jobs on its Site that may be selected from relevant Job Portal’s website.

1.3.1 Through the Website the Company facilitates Suppliers, Candidates and Employers to connect with each other. This is done through a formal process beginning with creation of an account. Employers are then required to post their job listing thereby inviting LeapOut verified Suppliers to suggest Candidates for the job opening. Employers are then required to review resumes, interview and hire candidates (hereinafter collectively referred to as “**Services**”).

1.3.2 Employers expressly acknowledge, agree, and understand that: (a) the Site is merely a venue where Employers may connect with and / or engage Candidates and/or Suppliers; (b)

LeapOut is not a party to any contract between Employer, Supplier and / or Candidate; (c) LeapOut is not an employee of Employer(s), nor does LeapOut in any way, supervise, direct, or control the Candidate or Supplier's services; (d) LeapOut will not have any liability or obligations under or related to contract for any acts or omissions by Employer, Supplier or Candidate; (e) LeapOut has no control over Supplier's or Candidate's services offered or rendered; and (f) LeapOut makes no representations as to the reliability, capability, or qualifications of any Supplier / Candidate or the quality, security, or legality of any services, and LeapOut disclaims any and all liability relating thereto.

1.4 For purpose of this User Agreement, a Job Portal from a Candidate's perspective means a place to look for a job. From an employer's perspective, it's an advertising and publicity vehicle whose core conversion process involves matching traffic with hiring requirements.

1.5 Respective Job Portal understands and agrees that LeapOut is only an intermediary and therefore not a party to any contract between a Candidate or Supplier. LeapOut in any way, does not supervise, direct, or control the Candidate or Suppliers nor does LeapOut make any representations as to the reliability, capability, or qualifications of any Supplier / Candidate or the quality, security, or legality of their credentials, and LeapOut disclaims any and all liability relating thereto.

2. ACCESS

2.1 The Site grants you a non-transferable right to access. However, you are responsible for providing all hardware, software, telephone or other communications equipment and/or service to connect to the Internet and accessing the Site and are responsible for all Internet access charges, telephone charges or other fees or charges incurred in connecting to the Internet. The Site or the Company shall not be responsible for any of these things.

2.2 IN CONNECTION WITH USING OR ACCESSING THE SERVICES YOU WILL NOT:

2.2.1 Breach or circumvent any laws, third party rights or our systems, policies, or determinations of your account status;

2.2.2 Use our Services only if you are able to form legally binding contracts (for example if you are not under 18), or are not temporarily or indefinitely suspended from using our Site, Services, applications or tools. Should you be under the age of 18 and yet use our Site, we shall assume that your parents or legal guardians have done so on your behalf;

2.2.3 Transfer your LeapOut account and user ID to another party without our consent;

- 2.2.4 Distribute viruses or any other technologies that may harm us, or the interests or property of users;
- 2.2.5 Reproduce, perform, display, distribute, reverse engineer, or prepare derivative works from content that belongs to or is licensed to us, or that comes from the services and belongs to another LeapOut user or to a third party including works covered by any copyrights, trademark, patent, or other intellectual property right, except with prior express permission of the Company and/or any other party holding the right to license such use;
- 2.2.6 Commercialize any of our application or any information or software associated with such application;
- 2.2.7 Harvest or otherwise collect information about users without their consent; or
- 2.2.8 Circumvent any technical measures we use to provide the Services.
- 2.3 If we believe you are abusing LeapOut in any way, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your user account(s) and access to our services, delay or remove hosted content, remove any special status associated with your account(s), remove and demote listings, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using our services.
- 2.4 We may cancel unconfirmed accounts or accounts that have been inactive for a long time or modify or discontinue our services. Additionally, we reserve the right to refuse or terminate our services to anyone for any reason at our discretion.

3. DIGITAL SIGNATURE

- 3.1 Pursuant to the U.S. Electronic Signatures in Global and National Commerce Act (the E-Sign Act), by registering for a LeapOut account on the Site (an “**Account**”), or by clicking to accept the User Agreement or Terms of Service when prompted on the Site, you are deemed to have executed this Agreement electronically, effective on the date you register your Account or click to accept the User Agreement / Terms of Service. Your Account registration constitutes an acknowledgement that you are able to electronically receive, download and print this Agreement, and any amendments.
- 3.2 By accepting and agreeing to this Agreement electronically, you represent that (a) you have read and understand the above consent to receive records and notices electronically; (b) you satisfy the minimum hardware and software requirements specified above; and (c) your consent will remain in effect until you withdraw your consent.

4. INTERMEDIARY BUYING AND SELLING TRANSLATION

- 4.1 LeapOut is only an intermediary service provider (herein after referred to as “**Intermediary**”), and not a distributor or supplier of Candidates. Accordingly, LeapOut does not have much control over Candidates supplied to Employers. Employer discretion in selection is recommended. Additionally, LeapOut does not guarantee the accuracy, completeness, or usefulness of neither the Candidate / Supplier nor authenticity of the information provided by and between each party. In other words, the Site is only a marketplace where Employers, Candidates and Suppliers can identify each other and advertise, buy, communicate and engage each other online.
- 4.2 On registration, each party agrees to make their profile searchable to other parties, namely, Candidates, Employers and Suppliers. Also, in order to improve our Services, we may send or share your profile information with the above mentioned parties.
- 4.3 In connection with the Services being offered, you permit LeapOut to send you introductory emails. These emails could be sent either on behalf of other parties or otherwise, on behalf of the Company. These emails may include an introductory facilitation of other party who wishes to engage you regarding professional services. Should you not respond to such emails, LeapOut may, over the next two to four weeks, send reminder emails, up-to a maximum of 2 per user reminding you about an offer available for you.
- 4.4 If you do not wish to avail the above service or / and wish not to be contacted, please contact us at info@leapout.com.

5. NO FEE FOR INTRODUCING OR FOR FINDING ENGAGEMENTS

- 5.1 LeapOut does not introduce Employers to Candidates or Suppliers and does not help Candidates secure engagements. LeapOut merely makes the Site services available to enable Employers, Suppliers and Candidates to do so themselves. Therefore, LeapOut does not charge a fee when an Employer finds a suitable Candidate or Supplier. LeapOut however reserves the right to change its pricing structure and the same would be intimated to the user accordingly.

6. AUTHORIZED USE OF SITE

- 6.1 You represent that you are not: (x) a citizen or resident of a geographic area in which access to or use of the Site or Site services is prohibited by applicable law, decree, regulation, treaty, or administrative act; (y) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes; or (z) an individual, or an individual employed by or associated with an entity, identified on

the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State's Debarred Parties List or otherwise ineligible to receive items subject to U.S. export control laws and regulations or other economic sanction rules of any sovereign nation. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Site and Site Services.

7. SOFTWARE

- 7.1 Any program accessible from the Site or any software available for download from the Site is owned by LeapOut or other third party provider, and all copyrights therein are reserved. You agree that you will not download, copy or install such software unless you first agree to the terms and conditions of any license agreement that accompanies or is included with, or in any way applies to the software.

8. CONTENT

- 8.1 You agree to access and use the Site only for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, statutes, rules and regulations pertaining to your use of the Site, including any interactive area. By accessing the Site you agree that you will not: (i) post or use the Site to commit a criminal offense or to encourage conduct that would constitute a criminal offense or give rise to a civil liability, or otherwise violate any local, state, Federal or international law or regulation, including, but not limited to, export control laws and regulations; (ii) post or transmit any unlawful, infringing, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane, or otherwise objectionable content; (iii) alter, damage or delete any content or other communications that are not your own content or to otherwise interfere with the ability of others to access the Site; (iv) disrupt the normal flow of communication in any interactive area; (v) claim a relationship with or to speak for any business, association, institution or other organization for which you are not authorized to claim such a relationship; (vi) post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation to other users; (vii) infringe any third party's rights, including, without limitation, intellectual property rights such as trademark, service mark, copyright, and patent rights, as well as any publicity rights or privacy rights; (viii) be false, inaccurate or misleading; or (ix) otherwise create any liability on the Company's behalf.

Notwithstanding any other provision of this Agreement, you agree that you will indemnify the Company for any knowing or unknowing breach of this User Agreement.

9. TERMINATION

- 9.1 Should you be dissatisfied with any service, policies, guidelines, or practices of the Company in operating the Site or any content, you must discontinue accessing the Site in entirety. The Company may terminate or temporarily suspend your access to all or any part of the Site, without notice, for conduct that the Company believes is a violation of this Agreement or any policies or guidelines posted by the Company, or for other conduct which the Company, believes is harmful to other users. The Company may discontinue operating the Site and terminate this Agreement without notice at any time for any reason in its sole discretion.
- 9.2 LeapOut has the right to suspend or revoke your access to the Site and Site Services if we believe that you have violated or acted inconsistently with the letter or spirit of this Agreement or violated our rights or those of another party. Without limiting LeapOut's other rights or remedies, we may suspend or close your Account, use self-help in connection with our rights to reclaim funds, if du and refuse to provide any further access to the Site or the Services to you if (a) you breach any terms and conditions of this User Agreement; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause legal liability for you, other users, or LeapOut.

10. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

- 10.1 This section applies in all states and jurisdictions in which such terms are valid and enforceable. The Company is not responsible for any information or content contained within the Site and makes no representations about the suitability of the information contained for any purpose or about its legitimacy, legality, validity, accuracy, correctness, reliability, quality, stability, completeness or correctness.
- 10.2 All content and functionality on the Site is provided without warranty of any kind, either express or implied, including, without limitation, implied warranties of merchantability and fitness for a particular purpose. The Company and its third-party content providers make no warranties, express or implied, as to the ownership, accuracy, or adequacy of the Site content. The Company shall have no liability or responsibility for any information published on the Website. The Company shall not be liable for any indirect, incidental, consequential, or punitive damages or for lost revenues or profits, whether or not

advised of the possibility of such damages or losses and regardless of the theory of liability.

- 10.3 The user agrees that his/her use of the Site, including any interactive area, is at your own risk. Neither the Company, its officers, directors, employees, affiliates or agents warrant that the Site will be uninterrupted or error-free; nor do they make any warranty as to the results that may be obtained from the use of the Site or as to the accuracy, reliability, or content of the Site.
- 10.4 The information is provided on an “as is”, “as available” basis without representations or warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. You agree to use our services at your own discretion. This means that we do not represent or warrant to you that:
- 10.4.1 no warranty, guarantee, or conditions of any kind is created or offered on information or advice or suggestion, whether expressed and/or implied, in oral and/or in written via any communication medium, obtained by you from our Site or through any services and /or resources and / or information that the Company provides, except for those expressly outlined in this User Agreement;
 - 10.4.2 the content that you or others download or otherwise obtain through the use of our services or resources and / or information is done at your own discretion and risk, and that you are solely responsible for any damage to your computer or other devices for any loss of data or information that may result from the download of such content;
 - 10.4.3 the use of our services and / or resources and / or information will meet your needs or requirements;
 - 10.4.4 the information obtained by using our Services and / or resources and / or information will be accurate;
 - 10.4.5 the use of our Services or information will be uninterrupted, timely, secure or free from errors;
 - 10.4.6 any complains, problems, defects in the operations or functionality of any Services or information that we provide will be repaired or corrected;
 - 10.4.7 in no event will the Company or its directors, officers, employees, affiliates or agents be liable to you or any third party for any incidental, indirect, special or consequential damages, including monetary or financial (even if the Company has been advised of the possibility of such damages), arising out of your use of or inability to use the Site, including without limitation, loss of revenue or anticipated profits, loss of goodwill, lost business, lost data, computer failure or malfunction, or any and all other damages or

losses that result from mistakes, omissions, interruptions, deletions of files, errors, defects, viruses, delays in operation or transmission, or any failure of performance, whether or not limited to acts of god, communications failure, theft, destruction or unauthorized access to the Site's records, programs, or services;

10.4.8 the Company is an independent operating company and reference to other companies does not imply any partnership, joint venture, or other legal connection. The Company shall not be responsible for the actions of the respective owners of these other sites;

10.4.9 in addition to the above and to the extent permitted by applicable law, we are not liable, and you agree not to hold us responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from use of our Service.

11. LIMITATION OF LIABILITY

In addition to the above, LeapOut is not liable, and you agree not to hold us responsible, for any damages or losses arising out of or in connection with this User Agreement, including, but not limited to:

- a) viruses or other malicious software obtained by accessing, or linking to, our Site or Site Services;
- b) glitches, bugs, errors, or inaccuracies of any kind in our Site or Site Services;
- c) damage to your hardware device from the use of the Site or Site Services;
- d) the content, actions, or inactions of third parties' use of the Site or Site Services;
- e) a suspension or other action taken with respect to your account;
- f) your reliance on the quality, accuracy, or reliability of job postings, profiles, recommendations, and feedback (including their content, order, and display), or metrics found on, used on, or made available through the Site; and
- g) your need to modify practices, content, or behaviour or your loss of or inability to do business, as a result of changes to the Terms of Service.

12. INDEMNITY

12.1 Employers, Candidates and Suppliers hereby agree to indemnify, defend, and hold harmless LeapOut, our affiliates, and our respective directors, officers, employees, representatives, and agents (each an "**Indemnified Party**") from any and all claims, monetary or otherwise, damages, liabilities, costs, losses, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) arising from or

relating to any claim, suit, proceeding, demand, or action brought by a user of Site or a third party or other user against an Indemnified Party relating to: (a) use of the Site and the Site Services by you or your agents, including any payment obligations incurred through use of the Site Services; (b) any contract entered into by you or your agents, including, but not limited to, the classification of a Supplier or Candidate as an independent contractor; the classification of LeapOut as an employer or joint employer of Candidate; (c) any employment-related claims, such as those relating to employment termination, employment discrimination, harassment, or retaliation; and any claims for unpaid wages or other compensation, overtime pay, sick leave, holiday or vacation pay, retirement benefits, worker's compensation benefits, unemployment benefits, or any other employee benefits; (d) failure to comply with the User Agreement by you or your agents; (e) failure to comply with applicable law by you or your agents; (f) negligence, wilful misconduct, or fraud by you or your agents; and (g) defamation, libel, violation of privacy rights, unfair competition, or infringement of any intellectual property rights or allegations thereof to the extent caused by you or your agents.

- 12.2 Your participation, correspondence or business dealings with any third party found on or through the Site, regarding the payment and delivery of services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You agree that LeapOut shall not be responsible or liable for any loss, damage or other matters of any sort incurred as the result of any such dealings.

13. NO AGENCY OR PARTNERSHIP

- 13.1 No agency, partnership, joint venture, or employment is created as a result of this Agreement. Neither party has any authority of any kind to bind the Company in any respect whatsoever. The parties are independent contractors. Neither party may direct or control the day-to-day activities of the other; neither party may create or assume any obligation on behalf of the other.

14. THIRD-PARTY WEBSITES

- 14.1 We may provide links to third-party websites, and some of the content appearing to be on this Site is in fact supplied by third parties. The Company has no responsibility for these third-party websites, which are governed by the terms of use and privacy policies, if any, of the applicable third-party content providers.

14.2 Non - Solicitation

LeapOut agrees that during the term of this Agreement and following the termination of this Agreement, whether the termination shall be voluntary or involuntary, or with or without cause, it will not, in any manner or at any time, solicit, entice or encourage any client, Employer, firm, corporation or other business entity who is listed on the Job Board, to terminate its listing on the said Job Board and encourage or entice them to list on the website of LeapOut.

14.3 Indemnification

The Job Board undertakes to indemnify LeapOut from any and all liability, loss, or damage the Job Board may suffer as a result of any of any client, employer, firm, corporation or other business entity which may cease to remain listed on the Job Board and voluntarily register with LeapOut. LeapOut shall not be liable for any lost profits, lost revenues or opportunities, or any consequential damages or costs incurred to the Job Board resulting from the above mentioned.

15. PAYMENT SECURITY

15.1 LeapOut is only an intermediary service provider and therefore does not ensure that transactions you conduct online are safe and secure. To achieve this, please read the terms of use, privacy policy and any other policy or agreement outlined on each respective third party website whose service the user may decide to use at a given point in time.

16. MEMBER ACCOUNT, PASSWORD, AND SECURITY

16.1 If any of the Services requires user to open an account, user must complete the registration process by providing LeapOut with current, complete and accurate information as prompted by the applicable registration form. User also will choose a password and a user name. User is entirely responsible for maintaining the confidentiality of user's password and account. Furthermore, user is entirely responsible for any and all activities that occur under user's account. User agrees to notify LeapOut immediately of any unauthorized use of user's account or any other breach of security. LeapOut will not be liable for any loss that user may incur as a result of someone else using user's password or account, either with or without user's knowledge. However, user could be held liable for losses incurred by LeapOut or another party due to someone else using user's account or password. User may not use anyone else's account at any time, without the permission of the account holder.

17. RELATIONSHIP WITH LEAPOUT

- 17.1 LeapOut is not a party to the dealings between Employer, Candidate and Supplier including contracting, and performance of Candidate / Supplier services. LeapOut does not introduce Candidates or Suppliers to Employers or help Candidates find engagements. LeapOut merely makes the Site Services available to enable Employers to identify and determine the suitability of Suppliers / Candidates for themselves and vice-versa. LeapOut does not, in any way, supervise, direct, or control Candidate's work. LeapOut will not provide Candidate or Supplier with training or any equipment, labor, or materials needed for a particular Service. In addition, LeapOut shall not be party to any dispute between Employer, Candidate and / or Supplier should one arise.
- 17.2 LeapOut does not deduct any amount for withholding, unemployment, social security, or other taxes for Employer, Candidate or Supplier, each of which is solely responsible for all tax returns and payments required to be filed with or made to any federal, state, or local tax authority in any state.
- 17.3 You hereby acknowledge and agree that LeapOut may provide information on the Site about a Candidate, Supplier or Employer, such as feedback, composite feedback, including geographical location, or verification of identity or credentials. However, such information is based solely on data that users of the Site voluntarily submit to LeapOut and does not constitute and will not be construed as an introduction, endorsement, or recommendation by LeapOut; LeapOut provides such information solely for the convenience of users.

18. GENERAL

- 18.1 By visiting the Site and accessing the resources, services, registering, purchasing services, resources, services, products, apps and online tools that are provided directly or indirectly, you agree to use any of these only for the purposes intended as permitted by the terms of this User Agreement, and applicable laws and rules laid by the government and related authorities; and generally accepted online practices and procedures. Your access to and use of the Services is conditioned on your compliance with these terms. Either as an unregistered user or as a registered user and accessing or using the Services, the Site, or any portion of the services or the Site, you agree to be bound by these terms and all applicable laws and regulations governing the Services. If you do not agree with these terms, you are not authorized to access the Website or use the services for any purpose.

- 18.2 In the User Agreement, you agree and understand that attempting to copy, reproduce, sell or resell or trade, duplication of our resources or written material is strictly prohibited and doing so may lead to legal action.
- 18.3. To register and become member at www.leapout.com you may have to provide some information about yourself, such as email, identification, contact details, etc. as part of the registration process or payment process, or as part of your ability to use certain resources and Services. By reading this, you agree that any information you provide correct, and you are yourself responsible for any false information (this applies for payment methods and mechanism as well).
- 18.5 You are liable for maintaining the confidentiality of any login information associated with any account you use to access www.leapout.com services or resources, and thus you are also responsible for all activities that occur under your account.
- 18.6 Accessing or trying to access any of our Services or information or tools or resources by any means other than through the means provided on www.leapout.com is strictly prohibited. You specifically agree not to access or try to access any of our Services or information or tools or resources through any automated, unethical or unconventional means.
- 18.7 Engaging in any activity that disrupts or interferes (including hacking) with our services or resources, including the servers and/or networks to which our services, resources, databases, information, payments are located or connected, is strictly prohibited; and doing so will lead to strict legal action against you.

19. SEVERABILITY

- 19.1 In the event that any provisions of this Agreement are held to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement constitutes the entire understanding between the parties pertaining to the subject matter hereof, and any prior written or oral agreements between the parties are expressly cancelled. The Company may modify the terms of this Agreement by posting notice of such modifications on this page before the modification takes effect. You are bound by such revisions and should periodically visit this page to review the current user agreement.

20. RELEASE

- 20.1 In addition to the recognition that LeapOut is not a party to any contract between Employers, Candidates and / or Suppliers, you hereby release LeapOut, our Affiliates,

and our respective officers, directors, agents, subsidiaries, joint ventures, and employees from claims, demands, disputes and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute you have with another user, whether it be at law or in equity. This release includes, for example and without limitation, any disputes regarding the performance, functions, and quality of the Candidate or Supplier Services provided to Employer and requests for refunds based upon disputes.

20.2 This contains the entire agreement between you and LeapOut concerning your use of the Site. If you have questions regarding the Agreement, please email: info@leapout.com.

21. WORKER CLASSIFICATION

21.1 Employer is responsible and assumes all liability for determining whether Candidates are independent contractors or employees and engage them accordingly; LeapOut disclaims any liability for such determination or the related engagement. Candidate or/and Supplier does not have authority to enter into written or oral (whether implied or express) contracts on behalf of LeapOut. For service contracts classified as independent contractor relationships, Candidate may not require an exclusive relationship. A Candidate classified as an independent contractor is free at all times to provide Services.

22. JUDICIAL FORUM FOR LEGAL DISPUTES AND CHOICE OF LAW

22.1 You agree that any claim or dispute that has arisen or may arise between you and the Company must be resolved exclusively by a state or federal court located in the state of San Jose, California, USA without regard to the principal of conflict of laws.

23. INFORMAL DISPUTE RESOLUTION

23.1 Before serving a notice to an appropriate court of law of a claim or dispute, you agree to first notify LeapOut of the claim or dispute at Attn: Legal, Suite 203, 2880 Zanker Road, San Jose, California, 95134 or by email to info@leapout.com, and LeapOut agrees to provide to you a notice at your email address on file (in each case, a “**Notice**”) and seek informal resolution of the claim or dispute. Any Notice from you must include your name, pertinent account information, a brief description of the Claim, and your contact information, so that we may evaluate the claim and attempt to informally resolve the claim. Any Notice from LeapOut must include pertinent account information, a brief description of the claim / dispute, and LeapOut’s contact information, so that you may evaluate the dispute and attempt to informally resolve the dispute. Both you and

LeapOut will have 60 (sixty) days from the date of the receipt of the Notice to informally resolve claim of dispute, which, if successful, will avoid the need for further action.

24. CONTACT US

LeapOut Inc. welcomes your questions or comments regarding the Terms:

LeapOut Inc.

Suite 203, 2880 Zanker Road, San Jose, California, 95134

Telephone number:

+1-862-234-5394 (9 am to 5 pm EST)

Fax number:

+1-800-825-9093

Email Address:

info@leapout.com

Effective as of November 2nd, 2016
