

Terms of Use

Last Updated: June 2024

These Terms of Use (“Terms of Use”) apply to <http://www.entegee.com> (the “Website”) and all related websites, operated by Entegeee, Inc., 4800 Deerwood Campus Parkway, Building 800, Jacksonville, Florida 32246 (hereinafter referred to as “Company”, “we”, “our” or “us”), that link to these Terms of Use. For clarity, these Terms of Use also apply to any content, features, or computer applications offered from time to time by the Company in connection with the Website or that otherwise reference these Terms of Use (collectively, the “Services”).

Please read these Terms of Use carefully. Your access to and use of the Website is subject to these Terms of Use and all applicable laws and regulations. These Terms of Use are a legal agreement between you and us. By accessing, browsing, or otherwise using the Website, you agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, PLEASE REFRAIN FROM USING THE WEBSITE.

The Website does not constitute or purport to constitute a source of advice nor does your use of the Website constitute or guarantee a job or employment relationship between you and us or otherwise.

We reserve the right to withdraw or amend the content we provide on the Website without notice. From time to time, we may restrict access to some parts of the Website, or the entire Website.

THESE TERMS OF USE MAY CHANGE

We reserve the right to modify these Terms of Use in our sole discretion at any time and without prior notice to you. Any changes will become effective when we post the revised Terms of Use on our Website. Therefore, your use of this Website is subject to the current Terms of Use as of the date of your use of the Website. Please check these Terms of Use regularly to ensure you agree to them. If you object to any changes, you may discontinue use of our Website. The date on which these Terms of Use were last updated is shown in the “Last Updated” legend above.

PRIVACY POLICY

We respect your privacy and are committed to its protection. Our General Privacy Policy (available at <https://www.entegee.com/privacy>) constitutes a part of these Terms of Use and explains how we collect, use, and disclose information about you. By accessing or using the Website, you are also agreeing to our General Privacy Policy.

ARTIFICIAL INTELLIGENCE

You acknowledge that the Website may utilize artificial intelligence (“AI”) technologies to improve user experience, provide personalized content, and enhance the functionality of the Website or our Services. By using the Website, you consent to the collection and processing of data by AI technologies for the purposes outlined in our General Privacy Policy (available at <https://www.entegee.com/privacy>).

USE OF THE WEBSITE

You acknowledge and voluntarily and expressly accept that your use of the Website is made under your sole and exclusive responsibility and at your sole risk.

You are responsible for making all arrangements necessary for you to have access to the Website. You also are responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use, and that they comply with them.

USER ACCOUNTS, SECURITY AND PASSWORDS

Many portions of the Website are available for public viewing and use. However, some of the Services we offer are only available if you register through the creation of an account. When our Services require you to register with us or otherwise provide user information, you may be required to complete the registration process by providing us with complete and accurate information. You grant us and our affiliates the right to use, store, monitor, retrieve and transmit your account and user information in connection with the operations of the Website and performance of our Services. You can review our information collection and use policies with respect to the privacy of your information in our General Privacy Policy (available at <https://www.entegee.com/privacy>) and our Candidate Privacy Statement (available at <https://www.entegee.com/candidate-privacy/>), which are incorporated in these Terms of Use by references for all purposes.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. You are solely responsible for maintaining the confidentiality of your personal and account information as well as for any and all activities that occur under your account and to maintain the completeness and accuracy of your user information, and any loss caused by your failure to do so is your responsibility. You must notify us immediately of any suspected or actual unauthorized use of your account or user information, and any and all other security breaches.

We implement reasonable security measures to safeguard our Website. Nevertheless, you must be aware that existing security measures for computer systems on the internet are not entirely trustworthy and that, therefore, we cannot guarantee the non-existence of viruses or any other elements that may cause alterations to your computer systems (hardware and software) or to your data and files contained in your systems.

NO OFFER OR SOLICITATION

The information provided on the Website does not constitute an offer of or solicitation for the purchase or disposal of, trading or any transaction in any Company securities. Investors must not rely on this information for investment decisions.

ELECTRONIC COMMUNICATIONS

General. We may use your information to send you electronic messaging (e.g. email, text messaging, etc.) or other wireless devices multimedia messaging services (“MMS”) or short message services (“SMS”) communications to perform our services or to inform you of news, events and other information relevant to us (“Mobile Services”). Messages and data rates may apply for any SMS, MMS, and other electronic communication. For example, you may be charged a fee by your wireless carrier to send and receive messages based on the terms of your wireless device service plan. We are not responsible for any wireless e-mail or text messaging charges incurred by you or by a person that has access to your wireless device, telephone number or e-mail address. Check with your wireless device service provider if you have questions about your service plan.

Text Messaging. You may opt into our text messaging programs. Signing up to receive text messages is not a condition of obtaining Company’s services. When text messages are utilized, they will typically occur on an on-going basis.

Stop Receiving Promotional Text Messages

To stop receiving promotional text messages from Company, just reply **STOP** to the applicable text message that you receive. Your phone number will then be removed as a recipient of such text messages.

How to Receive Help

For help, reply **HELP** to the applicable text message or contact us at privacy@entegee.com.

This service is free from Enteege, but carrier message and data rates may apply.

Carriers Supported

Message content is not available on all carriers. Carriers supported: AT&T, Sprint, T-Mobile®, Verizon Wireless, Boost, Cricket, MetroPCS, Nextel, U.S. Cellular, Virgin Mobile, ACS Wireless, Appalachian Wireless, Bluegrass Cellular, Carolina West Wireless, Cellcom, C-Spire Wireless (formerly Cellsouth), Cellular One of East Central Illinois, Cincinnati Bell Wireless, Cross (dba Sprocket), Duet IP, Element Mobile, EpicTouch, GCI Communications, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri Cellular), Illinois Valley Cellular, Immix (Keystone Wireless / PC Management), Inland Cellular, iWireless, Mobi PCS (Coral Wireless LLC), Mosaic, MTPCS / Cellular One (Cellone Nation), Nex-Tech Wireless, nTelos, Panhandle Telecommunications, Peoples Wireless, Pioneer, Plateau, Revol Wireless, Rina – Custer, Rina – All West, Rina – Cambridge Telecom Coop, Rina – Eagle Valley Comm, Rina – Farmers Mutual Telephone Co, Rina – Nucla Nutria Telephone Co, Rina – Silver Star, Rina – South Central Comm, Rina – Syringa, Rina – UBET, Rina – Manti, South Canaan / CellularOne of NEPA, Thumb Cellular, Union Wireless, United, Viaero Wireless, West Central Wireless, Leaco, Nemont/Sagebrush.

T-Mobile is not liable for delayed or undelivered messages.

INTELLECTUAL PROPERTY RIGHTS

Ownership. Unless indicated otherwise, all content on the Website is either owned by us or is licensed for use by us. The content of the Website (including, but not limited to, all information, software, text, images, photographs, illustrations, texts, video clips and other materials, and the arrangement thereof) is protected worldwide by copyright, design, trademark and other intellectual property laws. You must at all times respect all intellectual property rights in the Website and the content thereon, whether owned by us, any of our affiliates or a third party. You must not obtain or attempt to obtain any of the Website's content by means or procedures other than those which have been made available to you by the Website.

Intellectual Property. In no event will these Terms of Use or your use of the Website grant you any intellectual property rights in the Website or the content thereon other than those set out expressly herein. You are therefore expressly prohibited to carry out any reproduction, transformation, distribution or public communication of, or to make available, extract, reuse, resend or in any other way use, by any means or procedure, any parts of the Website or the content thereon, except as allowed by these Terms of Use, or when you are allowed to do so by applicable law, or when explicit authorization has been provided by the holder of the relevant rights.

Trade and Service Mark. The trademarks used in connection with our business and/or displayed on the Website are owned by us and are protected by U.S. federal trademark laws and various international laws. These trademarks may include, among others, our logos and designs, marks, and slogans. You may not use or register or otherwise claim rights in any Company trademark, including as or as part of any trademark, service mark, company name, trade name, username or domain registration. The contents of this Website, including the text, photographs, videos, and other audiovisual materials are also protected under U.S. copyright laws and various international laws and treaties. We are proud of our strong brands and the value of the goodwill we have built in our trademarks. As such, we actively enforce our intellectual property rights, and any unauthorized use of our intellectual property is strictly prohibited. Our trademarks and copyrights, and those of our affiliates may only be used with our express written permission and may be revoked at any time. Other trademarks, product names, company names and logos appearing on the Website are the property of their respective owners, and you must obtain their permission prior to copying or using their trademarks, company names or logos.

PERMITTED USES

These Terms of Use permit you to access, browse, and use the Website and its content only for your personal use. You must not copy, reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except:

- As expressly authorized by us in writing;
- To temporarily store files that are automatically cached by your web browser for display enhancement purposes;
- To print or download one copy of a reasonable number of pages of the Website for your own personal use and not for further reproduction, publication, or distribution;
- To submit to job postings and job applications and otherwise sign up for and receive our services as reasonably intended; and/or
- To use any website or email link or other account access to navigate the Website and to interact with us and other users on our Website in accordance with these Terms of Use.

If you wish to make any use of the materials on the Website other than as set forth in this Section, please address your request to: privacy@entegee.com, or by mail to:

Entegee, Inc., ATTN: Legal, 4800 Deerwood Campus Parkway, Building 800, Jacksonville, Florida 32246.

YOUR CONTENT

Except for the personal or business information that we require you to provide in connection with your account or our Services, please note that any communication, content or other material (“Your Content”) that you transmit to us through the Website (i.e., through blogs, forums or other groups), are transmitted on a non-confidential basis. We do not request, nor do we wish to receive any confidential, secret or proprietary information from you through the Website, by e-mail, or in any other format. By providing Your Content to us, you:

- Represent and warrant that Your Content is original to you, that you own or otherwise control all rights in Your Content, or that you have the rights necessary to grant to use the license to Your Content, and that Your Content does not violate any rights, including the rights of privacy, of any party and does not otherwise violate the law; and
- Grant to us and our affiliates a world-wide, non-exclusive, fully paid-up, royalty-free, unrestricted, perpetual, irrevocable, fully transferable, assignable and fully sub-licensable right and license, to copy, reproduce, edit, modify, distribute, transmit, translate, display, perform, publish, sell, adapt, create derivative works from, and otherwise use Your Content, for any purpose that we may choose, in our sole discretion, and through any means or media, whether now existing or subsequently developed, and without any compensation to you or any third party (it being understood that the foregoing shall include the right to exploit any and all intellectual property or proprietary rights in Your Content including, without limitation, rights protected under applicable copyright, trademark, trade secret, patent and other laws throughout the world). IF YOU DO NOT WISH TO GRANT THE RIGHTS GRANTED IN THIS PARAGRAPH, DO NOT SHARE, SUBMIT OR POST YOUR CONTENT ON OR THROUGH OUR WEBSITE.

RESTRICTIONS ON USE

While accessing our Website, you warrant and agree that you will not:

- Use it in any way that violates any federal, state, local, or international law or regulation.
- Make unsolicited offers or proposals to other users.
- Engage in harassing or discriminatory behavior or defame or defraud other users.
- Impersonate or attempt to impersonate the Company, a Company employee, or any other person or entity affiliated with the Company, such as by using e-mail addresses from our Website.

- Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or that, as determined by us, may harm the Company or our users, or expose them to liability.
- Disrupt, interfere with, disable, impair, overburden, violate the security of, or attempt to gain unauthorized access to, the Website, its services, the server on which the Website is stored, or any server, computing device, or computer network connected to the Website.
- Upload, transmit, distribute, or run any computer virus, worm, trojan horse, malware, spyware, time bomb, logic bomb, or any computer code that could damage or alter a computing device, computer network, communication network, data, the Services, or any other system, device, or property.
- Access, use, or modify any data, information, or other materials not intentionally made available or accessible to you by the Company.
- License, sublicense, assign, convey, or transfer any rights granted hereunder.
- Perform any acts that may damage our image, interests or rights or those of any of our affiliated companies ("The Adecco Group Companies").
- Access or use the Website for any purpose other than as expressly permitted under these Terms of Use.
- Encourage or enable any other individual to do any of the foregoing.

CONSEQUENCES OF IMPERMISSIBLE USE

We reserve the right to terminate your account or to refuse Services to you, without prior notice to you, at any time and for any or no reason. Without limiting the above, we will, in appropriate circumstances, permanently terminate your account and remove information from the Website. You have the right to cancel your account at any time. We do not assume any responsibility for conduct that does not conform to these Terms of Use, any agreement pursuant to which you use our Services or applicable law.

LINKS AND LINKING

Links to Other Websites. Links to other websites operated by third parties not affiliated to us may be indicated on the Website. The inclusion of any link to such third party sites does not imply endorsement by us of those sites, and we do not accept any responsibility for any third party website linked to or from this Website. We have not reviewed all of the sites linked to the Website and we are not responsible for the content or accuracy of any off-site pages or any other sites linked to the Website. Following any link to any other off-site page or third party site is at your own, sole risk. These Terms of Use do not address the policies or practices of any third-party sites, and you should review the terms of service and privacy policies

governing such sites before using them, as you are solely responsible for complying with such terms and conditions.

Linking to Our Website. Any linking to the Website from a third-party website requires our prior written authorization. You may not frame the content of our Website or use metatags or any other “hidden text” that incorporates our trademarks or our name without our express written consent.

DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) TAKE-DOWN PROCEDURES

Compliance with the DMCA. If you believe that any materials on our Website violate your copyright, please follow the instructions below to send us a notice of copyright infringement. The Company may remove or disable access to material on our Website that is claimed to be infringing, in which case we will make a good-faith attempt to contact the person who submitted the affected material so that they may make a counter notification, also in accordance with the DMCA.

Filing a Notice of Infringing Material Under the DMCA. If you believe that materials accessible on or from this Website infringe your copyright, you may request removal of those materials by submitting written notification to our copyright agent as designated below. As set forth by Section 512(c)(3) of the DMCA, your notice must include the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online Website are covered by a single notification, a representative list of such works at that Website;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an e-mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please be aware that Section 512(f) of the Digital Millennium Copyright Act may impose liability for damages on any person who knowingly sends meritless notices of infringement. Please do not make false claims.

Our designated copyright agent to receive DMCA Notices is:

Copyright Agent, c/o Entegeer, Inc., 4800 Deerwood Campus Parkway, Building 800,
Jacksonville, Florida 32246

NO WARRANTIES

Site Materials Disclaimer. We are not under any duty to check the accuracy of the Website or the content thereon, and we do not guarantee the usefulness, preciseness, completeness, accuracy, or relevance of the Website or the content thereon and/or that such content is up to date. To the extent permitted by applicable law, we also do not warrant or represent that the Website and/or the content thereon is error-free or reliable or that use of the Website and/or the Website's content will not infringe rights of third parties. Nor do we warrant or represent that the functional aspects of the Website and/or the content will be error free or that the servers that make it available are free of viruses or other harmful components. Use of the Website and the content is at your risk, and is provided "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. To the extent permitted by applicable law, we will not be liable for any loss arising out of or in connection with the use of the Website or the content thereon, whether direct or indirect, incidental, consequential or otherwise. We expressly disclaim any and all liability for loss of use, interruption of business, lost profits or lost data, regardless of the form of action. We expressly exclude any and all liability for errors or omissions with respect to the Website and the Website's content, save to the extent that such liability arises from our fraud or fraudulent misrepresentation or from any death or personal injury that arises due to our willful misconduct.

Site Services Disclaimer. The inclusion of content on the Website does not in any way constitute that we agree to provide you staffing services, employment or any other kind of services. We expressly exclude any and all kind of liability for decisions made by you based on the Website or the Website's content.

Site Availability Disclaimer. We are not under any duty to make the Website available, and we will not be liable if for any reason the Website is unavailable, totally or partially, at any time or for any period.

Site Security Disclaimer. You acknowledge that the Website is connected to the Internet and that your use shall be wholly at your own risk. While we aim to keep your information secure, we do not represent or guarantee that the Website will be free from loss, disruptions,

corruption, cyber-attack, viruses, interference, hacking, malware, or other security intrusion or adverse incident. To the extent permitted by applicable law, we will not be liable for any loss arising out of or in connection with the use of the Website or the content thereon, whether direct or indirect, incidental, consequential or otherwise. We expressly disclaim any and all liability for loss of use, interruption of business, lost profits or lost data, regardless of the form of action.

LIMITATIONS OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS REPRESENTATIVES OR CONTRIBUTORS TO THIS WEBSITE BE LIABLE FOR ANY LOSS OR INJURY, OR ANY DAMAGES, WHETHER DIRECT, SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR OTHERWISE, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, RESULTING FROM YOUR ACCESS TO OR USE OF THE WEBSITE OR ARISING FROM OR RELATING TO THESE TERMS OF USE. TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS AGAINST THE COMPANY AND ITS REPRESENTATIVES. You agree that the limitations set forth above are fundamental elements of these Terms of Use, and that the Website and its materials would not be provided to you absent such limitations.

If, notwithstanding the other provisions of these Terms of Use, the Company is found liable to you, whether in contract, tort or otherwise, for any damages or losses arising out of your use of, access to, or inability to use the Website or any materials provided or supplied by us, our aggregate liability will not exceed one hundred U.S. dollars (U.S. \$100).

Please note that some jurisdictions do not allow such limitations of liability or may place limitations on our ability to limit liability to you. Therefore, the foregoing limitations may not be applicable to you in such case.

INDEMNIFICATION

You agree to indemnify and hold harmless the Company, including our officers, directors and employees, from and against any and all claims, actions and damages (including reasonable attorney's fees and costs) that are related or result from your violation of these Terms of Use and use of the Website.

You agree to cooperate as fully as reasonably required in the defense of any such claim or action. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

DISPUTE RESOLUTION

PLEASE REVIEW THIS SECTION CAREFULLY. AS DESCRIBED BELOW, IT (i) LIMITS YOUR ABILITY TO LITIGATE CERTAIN CLAIMS IN COURT; (ii) LIMITS YOUR ABILITY TO COMBINE CLAIMS AND TO BRING CLAIMS THROUGH CLASS ACTIONS AND (iii) LIMITS YOUR ACCESS TO A JURY TRIAL.

Arbitration. To the extent permitted by applicable law, you agree that any claim, dispute or controversy of any kind, regardless of the type of claim or legal theory or remedy (“Claim”) by either you or us against the other arising from, relating to or in any way concerning your use of the Website, these Terms of Use, our General Privacy Policy (available at <https://www.entegee.com/privacy>) and all matters relating to your access to, and/or use of, the Website, at the demand of either party, be resolved by confidential binding arbitration. Arbitration includes but is not limited to:

- Claims relating to the enforceability or interpretation of any of these arbitration provisions;
- Claims by you, and also Claims made on your behalf or connected with you, such as an employee, representative, agent, predecessor, successor, heir, assignee, or trustee in bankruptcy;
- Claims that relate directly to us, and/or to our parent, subsidiaries, affiliates, successors, assignees, employees, and agents; or
- Claims asserted as part of a class action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class and non-representative) basis and the arbitrator may award relief only on an individual (non-class and non-representative) basis.

YOU AND WE AGREE THAT NO CLASS ACTION, CONSOLIDATED ACTION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE CLAIMS MAY BE PURSUED IN ARBITRATION, NOR MAY SUCH ACTIONS BE PURSUED IN COURT. BY ACCEPTING THIS ARBITRATION PROVISION, YOU AGREE TO WAIVE THE RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION, REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR CONSOLIDATED ARBITRATION IN ANY MATTER ENCOMPASSED BY THIS ARBITRATION PROVISION.

NOTICE. The party seeking relief under these Terms of Use must first notify the other party of the Claim in writing at least 60 days in advance of initiating any action. Notices to the Company must be sent to Entegeee, Inc., Attention: General Counsel; 4800 Deerwood Campus Parkway, Building 800, Jacksonville, Florida 32246.

The notice must include your name, address, and contact information, the facts giving rise to the Claim, and the relief requested. We may direct any Notices to you at the mailing address or e-mail address that you most recently provided to us. You and we will use reasonable efforts to resolve any Claim through informal negotiation within 60 days from the date the notice of Claim is sent.

Administration of Arbitration. If any dispute is not resolved by informal negotiation, any claim, dispute, or controversy will be, at the demand of either party, conducted exclusively by binding arbitration governed by the Federal Arbitration Act (“FAA”), and not state law. YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY. Instead, all disputes will be resolved on an individual basis before a single, neutral arbitrator and the proceeding will be confidential. The arbitrator will be either a lawyer admitted to practice law in his or her jurisdiction and with at least ten years’ experience or a retired or former judge selected in accordance with the rules of the AAA, except in the event of a dispute between an applicant or an employee and us, the AAA Employment Arbitration Rules would apply. The arbitrator is bound by the terms of this provision, and the arbitration will be governed by the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes of the AAA. For more information, see adr.org or call 1-800-778-7879. All arbitration proceedings will be conducted in English, and the United States FAA will govern the interpretation, enforcement, and proceedings pursuant to this binding arbitration provision. The arbitration shall be conducted in the county or parish in which you reside. The award will be confidential and only disclosed as is necessary to obtain judgment or as otherwise required by law. You and we further agree that a judgment may be entered upon the award by any court having jurisdiction. The arbitration award will determine the rights and obligations between the named parties only, and only in respect to the claims in arbitration, and will not have any bearing on the rights and obligations of any other dispute. In the event of a conflict between the Arbitration Rules and this provision, this arbitration provision will govern.

Costs. Company will bear the expense and fees for the arbitrator and other incidental costs (including any filing fees or administration fees) that would not be incurred in a court proceeding. Each party shall otherwise bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

Severability. If any term or section of this provision is found to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or section of this arbitration provision and will be eliminated to the minimum extent necessary. If any portion of this arbitration provision is deemed invalid or unenforceable, it will not invalidate the other provisions of these Terms of Use; provided,

however, that (i) if the prohibition on class-wide arbitration is deemed invalid, then this entire arbitration provision will be null and void; and (ii) if the prohibition on arbitration of representative claims brought in a private attorney general capacity is deemed invalid, then the arbitration provision will be null and void as to such claims only. This arbitration agreement will survive the termination or cancellation of these Terms of Use. In the event of a conflict between this arbitration agreement and any other applicable arbitration provision, this arbitration agreement will control.

CLASS ACTION WAIVER. Each of us expressly agree that any dispute or controversy arising out of or relating to these Terms of Use, your use of or inability to use the Website, the Website's content or Services must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). Each of us expressly agree to waive any ability to maintain any Class Action in any forum raising a Claim covered by this Section. Notwithstanding any other provision of these Terms of Use to the contrary, any Claim, dispute, or controversy alleging that all or part of the Class Action waiver contained in this Section is invalid, illegal, unenforceable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

WAIVER OF JURY TRIAL. UNLESS APPLICABLE STATE LAW REQUIRES THE APPLICATION OF THE LAW OF THAT OR SOME OTHER STATE, IF FOR ANY REASON A CLAIM PROCEEDS IN COURT, YOU AND WE AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU AND WE UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THESE TERMS OF USE OR FROM SERVICES YOU RECEIVE FROM US (OR FROM ANY ADVERTISING FOR ANY SUCH SERVICES). IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL GOVERNED BY THE LAWS SET FORTH IN THE "GOVERNING LAW AND JURISDICTION" SECTION BELOW, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICT OF LAWS.

GOVERNING LAW AND JURISDICTION

The enforceability and interpretation of the "Dispute Resolution" section will be subject to and governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as amended (the "Federal Arbitration Act"), including its procedural provisions. Unless applicable state law requires the application of the law of that or some other state, these Terms of Use will be governed by and construed in accordance with the laws of the United States and the state of State of Florida without giving effect to any choice or conflict of law provision or rule that would cause laws of another jurisdiction to apply.

FOR USERS IN THE UNITED STATES ONLY

This Website is intended for users in the United States. This Website is hosted in the United States and your information, including personal information, collected through our Website is stored and processed in the United States, among other countries. If you access the Website from outside of the United States, you do so on your own initiative and are responsible for compliance with applicable laws.

Please note that the data protection and privacy laws of the United States may not be as protective as the laws in your country. In particular, it should be noted that our Website places cookies and local shared objects on your computer or device as described in our General Privacy Policy and Cookie Policy, and our practices may not comply with your country's cookie laws.

AGE RESTRICTIONS

The Website is intended for use by persons who are 18 years of age or older.

MISCELLANEOUS

Entire Agreement. These Terms of Use, which incorporate our General Privacy Policy and Candidate Privacy Policy, constitute the entire agreement between you and the Company with respect to the Website. These Terms of Use supersede all prior or contemporaneous communications and proposals regarding the Website, including prior versions of these Terms of Use.

No Waiver. The Company's failure to enforce, or our delay in enforcing, any provision of these Terms of Use will not constitute a waiver of such right. Any waiver must be in writing and signed by both parties in order to be legally binding.

Severability. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the terms shall remain in full force and effect. Headings in these Terms of Use are for reference only and do not define, limit, construe, or describe the scope or extent of such section. Capitalized words shall have the meaning provided in these Terms of Use, General Privacy Policy or other policies applicable to the Services and the Website.

Assignment. You may not assign or transfer your rights or obligations under these Terms of Use without our prior written consent, and any assignment or transfer in violation of this provision shall be null and void.

Third-Party Beneficiaries. These Terms of Use are for the benefit of you and the Company only, and only you and the Company may enforce it. You and the Company do not intend for these Terms of Use to confer any right or benefit on any third party.

CONTACT

Questions, comments and requests regarding these Terms of Use are welcomed and should be addressed to privacy@entegee.com or via mail to Entegeee, Inc., Attention: General Counsel; 4800 Deerwood Campus Parkway, Building 800, Jacksonville, Florida 32246.