



StaffingNation Terms of Use

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Acceptance of the Terms of Use

These terms of use are entered into by and between you and WMBE Payrolling Inc. dba TCWGlobal and its affiliates (“TCWGlobal,” “StaffingNation,” “Company”, “we,” “our” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “Terms of Use”), govern your access to and use of StaffingNation, including any content, functionality and services offered on or through StaffingNation and any integrated third-party software that may be distributed therewith (collectively the “Software”).

Please read the Terms of Use carefully before you start to use the Software. **By using the Software, you accept and agree to be bound and abide by these Terms of Use, End User Licensing Agreement (“EULA”), and our Privacy Policy, found at <http://www.tcwprivacy.com>, incorporated herein by reference.** If you do not want to agree to these Terms of Use, EULA, or the Privacy Policy, you must not access or use the Software.

This Software is offered and available to users who are 16 years of age or older. By using this Software, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, please reach out to hello@tcwglobal.com so that proper verification of parental or guardian consent can be obtained. You must not access or use the Software without legal guardian/parental consent.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Software thereafter.

Your continued use of the Software following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Accessing the Software and Account Security

We reserve the right to withdraw or amend this Software, and any service or material we provide through the Software, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Software is unavailable at any time or



for any period. From time to time, we may restrict access to some parts of the Software, or the entire Software, to users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Software.
- Ensuring that all persons who access the Software through your internet connection are aware of these Terms of Use and comply with them.
- Providing all equipment and software necessary to make (and maintain) a connection to the Internet and ensure it is secure and stable
- Maintain and update all certificates and contracts as necessary to conduct business with StaffingNation and our end clients, as applicable.

To utilize and assess the Software, you may be asked to provide certain registration details or other personal information. It is a condition of your use of the Software that all the information you provide on the Software is correct, current and complete. You agree that all information you provide to register with and/or utilize the Software, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

You must prevent unauthorized use of your unique user name and password. You must treat such information as confidential, and you must not disclose it to any unnecessary person or entity. You also acknowledge that your account is personal to you and agree not to provide any unaffiliated person with access to this Software or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The Software and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the



design, selection and arrangement thereof), are owned by the Company, its licensors or other third-party providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Software only in a manner consistent with our EULA and Privacy Policy. The Software is licensed, not sold, to you for use pursuant to the terms of our EULA. All rights not expressly granted to you are reserved to StaffingNation, its licensors, and/or third-party providers. You acknowledge that StaffingNation and/or its licensors and/or third-party providers own all rights, title and interest, including without limitation all Intellectual Property Rights, in and to the Software, portions thereof, or any information or material provided through or in conjunction with the Software. Your rights to use the Software shall be limited to those expressly granted in the EULA. All rights not expressly granted to you are reserved by StaffingNation, its licensors and/or third-party providers. "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all other proprietary rights, and all applications, registrations, renewals, extensions, and restorations thereof, now or hereafter in force and effect worldwide.

If you wish to make any use of material on the Software other than that set out in the EULA, please address your request to: privacy@tcwglobal.com.

You may print or download a copy of your records within the Software for personal use and not for further reproduction, publication, distribution, or sale. If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Software in breach of the Terms of Use, your right to use the Software will cease immediately and you must, at our option, return or destroy any copies of the materials you have made in violation of the Terms of Use. No right, title or interest in or to the Software or any content on the Software is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Software not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

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Prohibited Uses

You may use the Software only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Software:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Software, or which, as determined by us, may harm the Company or users of the Software or expose them to liability.

Additionally, you agree not to:

- Use the Software in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Software, including their ability to engage in real time activities through the Software.
- Use any robot, spider or other automatic device, process or means to access the Software for any purpose, including monitoring or copying any of the material on the Software.



- Use any manual process to monitor or copy any of the material on the Software or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Software.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Software, the server on which the Software is stored, or any server, computer or database connected to the Software.
- Attack the Software via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Software.

User Contributions

The Software may contain profiles and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display or transmit to other users, vendors, clients or other entities (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Software.

All User Contributions must comply with the Content Standards set out in these Terms of Use. By providing any User Contribution on the Software, you grant us and our affiliates the ability to utilize the information as set forth in the Privacy Policy. Any User Contribution you post to the site will be considered non-confidential and non-proprietary.

We use the Information you share and data we collect about you primarily for the legitimate interest of administering our business; (i) for registration and to manage your profile and listings, including to facilitate your access to and use of StaffingNation; (ii) to enable us to publish your submitted content; (iii) to respond to your questions and requests regarding customization or use of StaffingNation; (iv) to improve our product and service; (v) to resolve disputes and troubleshoot problems; (vi) to prevent prohibited activities or breach of agreements; (vii) to enforce our policies; and as otherwise described to you at the point of collection or as part of our separate service agreements.



With respect to Workers and Candidates, as an onboarding platform, StaffingNation does contain some of their private information which we will respect, keep private, and secure. We may have social security number, date of birth, address, phone number, email, resume, etc. We may utilize this information to send emails, remind workers of deadlines, employee benefits, employment related laws, W2's. newsletters, etc. The only entities that may have your information are: TCWGlobal, a third-party staffing agency (if they found you an engagement), a third-party verification service and the client company with whom you have a working engagement with or you have consented to us sharing your information with by joining our talent pool. We also may use your data in order to send you job opportunities or to fill job engagements as requested by the client company.

You represent and warrant that:

- You own or control all rights in and to the User Contributions.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Software.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Software or the public or could create liability for the Company.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Software.

- Terminate or suspend your access to all or part of the Software for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Software. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, cannot review all material before it is posted on the Software and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our [Privacy Policy](#).

- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Infringement

Unauthorized copying, distribution, modification, public display, or public performance of copyrighted works is an infringement of the copyright holder's rights. You agree that you will not use our Site or Software to infringe anyone's intellectual property rights. If a claim of infringement arises due to your possession or your use of the Software, you will be responsible for the investigation, defense, settlement, and discharge of any such claim of intellectual property infringement. We will investigate copyright infringement claims if they are reported to us to: privacy@tcwglobal.com.

Reliance on Information Posted

We take steps to ensure that the Personal Information we process is reliable for its intended use, is accurate, up-to-date, and complete, and is limited to the Personal Information required to carry out the purposes of the processing, as described in the Privacy Policy. Generally, we collect your information to find engagements for you, manage your engagements, comply with applicable laws, and provide you with benefits. Where appropriate, we may ask you to ensure that your Personal Information that we hold is accurate and up-to-date.

We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Software

We may update the content on this Software from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Software may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Software

All information we collect on this Software is subject to our Privacy Policy. By using the Software, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

ASA Code of Ethics and Good Practices for VMS/Vendor Users

As a condition of membership in the American Staffing Association, each member pledges its support of, and adherence to, the principles and practices set forth below. ASA members acknowledge that such compliance is in the best interests of the staffing services industry, its clients, and its employees. ASA members agree to always strive:

- To comply with all laws and regulations applicable to their business, and to maintain high standards of ethical conduct in the operation of that business and in their dealings with employees, clients, and competitors.
- To treat all applicants and employees with dignity and respect, and to provide equal employment opportunities, based on bona fide job qualifications, without regard to race, color, religion, national origin, sex, age, disability, orientation, or any basis prohibited by applicable law.
- To maintain high standards of integrity in all advertising, and to assign the best-qualified employees to fill clients' needs.
- To determine the experience and qualifications of applicants and employees as the staffing firm deems appropriate to the circumstances, or as may be required by law.
- To explain to employees prior to assignment their wage rate, applicable benefits, hours of work, and other assignment conditions—and to promptly pay any wages and benefits due in accordance with the terms of their employment and applicable legal requirements.
- To satisfy all applicable employer obligations, including payment of the employer's share of Social Security, state and federal unemployment insurance taxes, and workers' compensation—and to explain to employees that the staffing firm is responsible for such obligations.
- To take prompt action to address employee questions, concerns, or complaints regarding unsafe work conditions, discrimination, or any other matter involving the terms and conditions of their employment.
- Determine the experience and qualifications of candidates as appropriate to the circumstances or as required by law and honestly communicate such experience and qualifications to clients.
- Inform candidates and clients of all information relevant to the hiring process, including whether to extend and accept an offer of employment.
- Give proper consideration of the following prevalent issues:

- Candidate Confidentiality: the extent to which candidate information shall remain confidential and the circumstances under which candidate information may be shared with clients.
- Client Confidentiality: maintaining confidentiality regarding clients' staffing needs, internal operations, business plans, and other client information.
- Placed Candidate Solicitation: whether and when it may be acceptable to solicit for employment opportunities for candidates previously placed by the search and placement firm with a client(s).
- Client Employee Solicitation: whether and when it may be acceptable to solicit clients' employees for employment opportunities.
- Define Services: so that there is no misunderstanding between the parties, informing clients clearly and conspicuously, through contracts or otherwise, regarding the specific services to be rendered by the search and placement firm, e.g., candidate screening methods, the extent to which reference and background checks will be conducted, etc.

Disclaimer of Warranties

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Limitation on Liability

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER BASED IN EQUITY, CONTRACT, NEGLIGENCE, OR OTHER TORT ACTION, STRICT LIABILITY, WARRANTY, OR OTHERWISE) SHALL STAFFINGNATION, OUR LICENSORS, OR OUR THIRD-PARTY SERVICE PROVIDERS BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND,



INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, LOSS OF REVENUE, LOSS OF ANTICIPATED PROFITS, GOODWILL, DIMINUTION OF VALUE, BUSINESS INTERRUPTION COSTS, OR EXEMPLARY AND/OR PUNITIVE DAMAGES ARISING OUT OF A USER'S ACCESS, USE, MISUSE, RELIANCE ON, PERFORMANCE OR MISPERFORMANCE, INTERRUPTION, SUSPENSION, TERMINATION OR INABILITY TO ACCESS THE SOFTWARE. SUCH LIMITATION SHALL APPLY REGARDLESS OF WHETHER OR NOT THE DAMAGES WERE FORESEABLE OR WHETHER OR NOT STAFFINGNATION WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUCH LIMITATION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

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SOME STATES OR OTHER JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. IN THESE JURISDICTIONS, STAFFINGNATION LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. NO CLAIM, SUIT, OR ACTION MAY BE BROUGHT AGAINST US AFTER ONE YEAR FROM THE UNDERLYING CAUSE OF ACTION.

Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Software, including, but not limited to, your User Contributions, any use of the Software's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Software. StaffingNation reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you but doing so shall not excuse your indemnity obligations.

Governing Law and Jurisdiction

All matters relating to the Software and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Software shall be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the City of San Diego and County of San Diego although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At Company's sole discretion, it may require You to submit any disputes arising from the use of these Terms of Use or the Software, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying California law.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SOFTWARE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use, our Privacy Policy, and EULA constitute the sole and entire agreement between you and WMBE Payrolling Inc. and its affiliates with respect to the Software and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Software.

Your Comments and Concerns

If you have any questions about our policies, our practices, or the security of the StaffingNation Software, please contact us at privacy@tcwglobal.com or by calling (858)810-3000.

Or:

WMBE Payrolling Inc dba TCWGlobal
Attn: Privacy Office
3545 Aero Court
San Diego, CA 92123

We will investigate any complaints received and do our best to resolve them with you as soon as possible. You can also submit a user access request which will be processed within 30 days.

All other feedback, comments, requests for technical support and other communications relating to the Software should be directed to: contactus@staffingnation.com