



Terms and Conditions of AGEMA.Work

The following Terms and Conditions of use ("Terms"), together with all other policies and documents referenced herein, constitute a binding legal agreement between AGEMA Hospitality Services, Inc. (also referred to as "AGEMA Work" and "we"), whose registered address is 131 Cardinal Street, Barrie, Ontario Canada L4M 6G2 and you, governing your access to and use of our websites, emails and mobile applications, including any supplements thereto or updates thereof.

The terms of our Privacy Policy and Cookie Policy are incorporated into these Terms by reference and apply to your use of AGEMA. We may change these Terms (or our Privacy Policy and Cookie Policy) from time to time.

In this document we refer to users of AGEMA who are seeking to obtain any services or need any Work done (including both individuals and businesses) as "Help Seekers" and those users who are willing to perform such Work as "Job Seekers". Elsewhere on AGEMA you may find pieces of Work or Job Seekers being referred to as "AGEMAS", "GEMS" or "an AGEMA".

These Terms apply to both unregistered users and to users registering accounts through AGEMA (regardless of whether they register as Help Seekers or Job Seekers).

THERE ARE SOME VERY IMPORTANT PARTS OF THESE TERMS OF USE THAT WE WOULD LIKE TO DRAW YOUR ATTENTION TO:

AGEMA Work provides an online platform where Help Seekers and Job Seekers can connect with each other. Help Seekers and Job Seekers together are referred to in these Terms of Use as "users".

If there is any dispute between a Help Seeker and a Job Seeker (for example in relation to the quality of the Job Seeker's work) or if a Job Seeker causes any loss or damage to any Help Seeker, Help Seekers and Job Seekers acknowledge and agree that the AGEMA Hospitality Services Inc. (AGEMA Work) shall not be a party to, have any liability for or provide any assistance in relation to any dispute which may arise between you and any other user for any reason. Users agree to release the AGEMA Work from all liability for claims, liabilities and losses arising from any contract between them and any other user.

Whilst we perform background checking in respect of Job Seekers in certain circumstances, no warranty or undertaking is given that we will perform such checks. As such, Help Seekers agree that Job Seekers will have sole responsibility for any information which they may

provide or upload to the AGEMA App and that, in the event that any such information is false or misleading, your sole remedy shall be against the relevant Job Seeker.

Whilst we may occasionally perform background checking in respect of Help Seekers in certain circumstances, no warranty or undertaking is given that we will perform such checks. As such, Job Seekers agree that Help Seekers will have sole responsibility for any information which they may provide or upload to the AGEMA App and that, in the event that any such information is false or misleading, your sole remedy shall be against the relevant Help Seeker.

1. Some important words, definitions and interpretation

"Content" means any work of authorship or information, including Help Seeker and Job Seeker profile information, Work Posts and Work Ads, Help Seeker or Job Seeker communications, reviews, ratings, photos, advertisements, comments, opinions, postings, CVs, messages, text, files, images, e-mails, data or other materials you find on AGEMA;

"Intellectual Property Rights" means any patents (including supplementary protection certificates), trademarks, service marks, domain names, registered designs, utility models, design rights, moral rights, topography rights, rights in databases, copyrights, inventions, trade secrets and other confidential information, the sui generis rights of extraction relating to databases, know how, business or trade names, get up, and all other intellectual property and neighbouring rights and rights of a similar or corresponding character in any part of the world (whether or not registered or capable of registration) and all applications and rights to apply for or for the protection of any of the foregoing;

"AGEMA" means the AGEMA websites, emails and the AGEMA App, including any supplements thereto or updates thereof;

"AGEMA App" means the mobile application branded 'AGEMA', including any supplements thereto or updates thereof;

"AGEMA Hospitality Services Inc." means: (i) AGEMA Hospitality Services Inc. and its affiliates (AGEMA Work) and subsidiaries and their respective officers, directors, board members, board advisors, employees, partners, agents successors and assigns; and (ii) any of the persons or entities mentioned in (i) individually;



"Job Seeker" means an individual that has registered on AGEMA as willing to perform Work for a Help Seeker (irrespective of whether they are actively seeking Work);

"Help Seeker" means a business or individual that has registered on AGEMA as looking to engage Job Seekers to perform Work (irrespective of whether they are actively looking for Job Seekers);

"Work" means a piece of work or work assignment posted by a Help Seeker on AGEMA;

"Work Acceptance" refers to the point at which a Help Seeker engages a Job Seeker to perform Work (and enters into a binding agreement with the Job Seeker in respect of the same) pursuant to the processes set out in clauses 7 and 8;

"Work Post" means a post by a Help Seeker on the AGEMA App setting out the details of a piece of Work in accordance with clause 7;

"we" means AGEMA Hospitality Services, Inc.;

"you" means the user and any company or legal entity on whose behalf the user is accessing AGEMA.

2. Eligibility to Use AGEMA and Compliance with these Terms

To access or use AGEMA, (1) you must be 15 years of age or older; (2) you must have the power and authority to enter into these Terms; and (3) you must have a device which is compatible with the AGEMA App. You may not use AGEMA if we have terminated your account or banned you.

By accessing and using AGEMA, you agree to comply with the Terms. You may not use AGEMA if you do not agree to the version of the Terms posted on AGEMA at the time you access AGEMA.

From time to time, updates to the AGEMA App may be issued through an Appstore (any site or platform through which the AGEMA App is made available to users). Depending on the nature of the update, you may not be able to use the AGEMA App until you have downloaded the latest version of the AGEMA App and accepted any changes to the Terms.

You will be deemed to have obtained permission from the owners of any mobile telephone or handheld devices that are controlled, but not owned, by you and which you may use to access or use AGEMA. You and they may be charged by your and their service providers for internet access on such devices. You accept responsibility for the use of AGEMA on any such device, whether or not it is owned by you.

By using AGEMA, you acknowledge and agree that internet transmissions are never completely private or secure, and that any message or information you send using AGEMA may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

3. Licence of AGEMA App

In consideration for your agreement to abide by these Terms, we grant you a non-transferable, non-exclusive licence to use the AGEMA App on your devices subject to these Terms. We reserve all other rights.

4. Your AGEMA Account

In order for you to create an AGEMA account, we require that you provide a valid email address, phone number and set up a password. The email you use must be one where we can reach you. In the event we cannot correspond with you via this email address, your submitted content may be rejected and your account may be disabled. Other registration requirements may also apply. You are entirely responsible for maintaining the confidentiality of your password. You agree to notify us immediately if you suspect any unauthorised use of your account or access to your password. You are solely responsible for any and all use of your account. All AGEMA accounts are subject to cancellation or suspension by AGEMA at any time.

You may be able to register an account and subsequently access AGEMA through a social networking site, such as Facebook ("Social Networking Site"). If you access AGEMA through a Social Networking Site you agree that we may access, make available through AGEMA, and store (if applicable) any information, data, text, messages, tags, and/or other materials that you have provided to and stored and made accessible in your Social Networking Site account so that it is available on and through AGEMA via your account and your profile page. Subject to the privacy settings that you have set with the Social Networking Site account you use to access AGEMA, personally identifiable information that you post to that Social Networking Site may be displayed on AGEMA. You acknowledge and agree that your relationship with your Social Networking Sites is governed solely by your agreements with those Social Networking Sites and we disclaim any liability for personally identifiable information that may be provided to us by a Social Networking Site in violation of the privacy settings that you have set with that Social Networking Site account.

5. Using AGEMA

You represent and warrant that you will use AGEMA



solely for lawful purposes in a manner consistent with these Terms and any and all applicable laws, regulations, or other legally enforceable obligations (including contractual obligations) you may have towards us and any third parties.

You agree that you will not:

- a) impersonate another person, or use his or her email address;
- b) create user accounts under false or fraudulent pretences; create or use an account for anyone other than yourself; or create multiple active user accounts;
- c) post Content that you do not own or in respect of which you do not have the right to post;
- d) violate these Terms, the terms of any other agreements between you and us, the explicit restrictions set forth in our Community Guidelines, or any applicable law, rule or regulation;
- e) post Content that is defamatory, libelous, or fraudulent; that you know to be false or misleading; or that does not reflect your honest opinion and experience;
- f) act in a manner that is threatening, racist or bigoted, or is otherwise objectionable (as determined by AGEMA);
- g) promote, endorse or further illegal activities;
- h) disclose information in violation of any legally enforceable confidentiality, non-disclosure or other contractual restrictions or rights of any third party;
- i) violate the privacy, publicity, copyright, patent, trademark, trade secret, or other Intellectual Property Rights or proprietary rights of any third-party;
- j) post anything pornographic or sexually explicit in nature, promote any services of a sexual nature, or engage in the exploitation of persons in a sexual or violent manner;
- k) solicit personally identifying information from minors;
- l) except as expressly approved by us, use AGEMA for commercial activities and/or promotions such as contests, sweepstakes, barter, pyramid schemes, advertising, affiliate links, and other forms of solicitation;
- m) imply an AGEMA endorsement or partnership of any kind without our express written permission;

n) introduce software or automated agents to AGEMA, or access AGEMA so as to produce multiple accounts, generate automated messages, or to scrape, strip or mine data from AGEMA without our express written permission; “frame” or “mirror” or otherwise incorporate part of AGEMA into any website, or “deep-link” to any portion of AGEMA without our express written permission;

- o) copy, modify or create derivative works of AGEMA (including AGEMA Content) without our express written permission;
- p) copy or use the information, content, or data on AGEMA in connection with a competitive service (as determined by AGEMA);
- q) sell, resell, rent, lease, loan, trade or otherwise monetise access to AGEMA or any AGEMA Content without our express written permission;
- r) interfere with, disrupt, modify, reverse engineer, or decompile any data or functionality of AGEMA;
- s) interfere with, disrupt, or create an undue burden on AGEMA or the networks or services connected to AGEMA;
- t) introduce any viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or similar software to AGEMA;
- u) attempt to circumvent any security feature of AGEMA; or
- v) expose us or our users to any harm or liability.

AGEMA may contain links to third-party websites placed by us as a service to those interested in this information or posted by other users. Your use of all such links to third-party websites is at your own risk. We do not monitor or have any control over and make no claim or representation regarding third-party websites. To the extent such links are provided by us, they are provided only as a convenience, and a link to a third-party website does not imply our endorsement, adoption or sponsorship of, or affiliation with, such third-party website. When you leave AGEMA, our terms and policies do not govern your use of third-party websites.

6. User reviews/ratings

You may not offer incentives in exchange for reviews or ratings. You may not trade reviews or ratings with other users. We will remove any review or rating where we have evidence that a user has been compensated to leave such review or rating.

You may not coerce other users to leave reviews or ratings. Coercion includes a Help Seeker asking a



Job Seeker to provide proof that they wrote a review or rated the Help Seeker whether or not that proof includes the content of the review or rating itself.

7. Special Provisions Applicable to Help Seekers

When you post a piece of Work on the AGEMA App you will be asked to input information about the type, nature, location and payment for that Work. Once you provide this, and any other information requested, the AGEMA App will automatically contact Job Seekers that may be able to accept and perform that Work.

You may not post any Work Post that:

- a) does not comply with the applicable laws or regulations of the county or state and country where the Work is to be performed, including laws relating to labour and employment, equal employment opportunity and employment eligibility requirements, data privacy, data access and use and intellectual property;
- b) contains false information or solicits Job Seekers by intentional misrepresentation, such as, misrepresentation of the nature and terms of the Work, the hiring entity, or the identity of the poster;
- c) requires an application fee or up-front or periodic payments; requires recruitment of others; resembles a multi-level marketing scheme, franchise, pyramid scheme, "club membership", distributorship or sales representative agency arrangement; or only pays commissions (except where the listing makes clear that the available Work pays commission only and clearly describes the product or service that the Job Seeker would be selling);
- d) involves any screening requirement where such screening requirement is not an actual and legal requirement of the advertised Work;
- e) contains any logo or brands, or link to website, other than your own or those of any entity for which you are authorised to submit Work Posts;
- f) contains multiple Works in a single Work Post (unless you have purchased a service that permits this);
- g) and/or discriminates against applicants on the basis of gender, race, religion, sexual orientation, age, disability, or any other ground(s) prohibited by applicable law, in each case as determined in AGEMA's reasonable discretion.

If one or more Job Seekers applies to be considered for engagement by you in respect of the performance of a piece of Work, you will be provided with a shortlist of potential Job Seekers to select from via the AGEMA App.

By selecting one or more of the shortlisted Job Seekers you will be entering into a binding agreement with them, whereby they are undertaking to perform and you are undertaking to compensate them for performing, the relevant Work.

Posting Fee for Help Seekers. Upon posting a piece of Work you agree to pay, and we will automatically charge you (using the payment information provided by you), a posting fee (the "Work Posting Fee") which is currently \$10.00. From time to time we may offer reductions to the Work Posting Fee as part of a promotion – these reductions may be subject to additional terms and conditions.

When a Job Seeker clicks the 'Apply' button to submit an application for Work that you have posted on the AGEMA App, we send their application to the contact information we have on file for you. Since Help Seeker contact information and systems are not controlled by us, we cannot guarantee that any Job Seeker application will be properly received and logged by you upon transmission.

By accepting (within the Prescribed Time Limit for Acceptances as defined below) a Job Seeker's application to perform a piece of Work, you will be entering into a binding legal agreement with such Job Seeker, whereby they are undertaking to perform and you are undertaking to compensate them for performing the relevant Work.

8. Special Provisions Applicable to Job Seekers

From time to time you may be offered the opportunity to accept Work posted by Help Seekers through the AGEMA App. Where this occurs it means that a Help Seeker has posted Work in your local area of a type or types in respect of which you have registered an interest. Using the AGEMA App's functionality, you may apply to be considered for engagement by a Help Seeker in respect of performance of such Work. The following steps apply:

(i) By applying to be considered for engagement by a Help Seeker in respect of particular Work pursuant to the above, you are making an offer to enter into a binding contract to perform that Work on the relevant date and time for the payment offered.

(ii) When you click the 'Apply' button to submit an application for Work on the AGEMA App, we send your application to the contact information we have on file for the relevant Help Seeker. Since Help Seeker contact information and systems are not controlled by us, we cannot guarantee that your application will be properly received and logged by the Help Seeker upon transmission. Until acceptance, rejection or expiry of the Prescribed Time Limit for Acceptances (as defined below), this application for Work is deemed a pending application ("Pending Application").



(iii) If, after considering all applications received from Job Seekers, the relevant Help Seeker accepts (within the Prescribed Time Limit for Acceptances as defined below) your offer to enter into a contract with them for performance of a piece of Work, then you will be notified and will have entered into a binding legal agreement with such Help Seeker, whereby you are undertaking to perform and they are undertaking to compensate you for performing the relevant Work.

(iv) After clicking the 'Apply' button to submit a specific application for Work, you may not simultaneously apply for additional Work which overlaps in terms of time and date in full or in part with a Pending Application, either for a period of 180 seconds (the "Prescribed Time Limit for Acceptances") or until the relevant Help Seeker that has posted the Work has rejected your application, whichever comes first.

(v) The provisions of the above clause (iv) do not prevent you from submitting applications for other Work which does not overlap in terms of time and date in full or in part with a Pending Application

You may be liable to pay tax on any payments that you receive for the performance of Work. This is your personal responsibility and you agree that the AGEMA Hospitality Services Inc. shall have no responsibility or liability to you in respect of such tax. We reserve the right to disclose details of any and all Work performed by you, and of any fees in respect of such Work which we believe may have been paid to you, to the relevant tax collection authorities on their request.

9. Special Provisions Applicable to Advertisers

This provision applies to all advertisers, including Help Seekers who purchase display ads. Unless we agree otherwise, you may not use or otherwise process data collected or derived from ads ("Ad Data") for any purpose (including retargeting, building or augmenting user profiles, allowing piggybacking or redirecting with tags, or combining with data across multiple advertisers' campaigns) other than to assess the performance and effectiveness of your campaigns on an aggregate and anonymous basis. You may not, and you may not permit a third-party to, transfer or sell any Ad Data to, or use Ad Data in connection with, any ad network, ad exchange, data broker, or other party not acting on behalf of you and your campaigns. You may use information provided directly to you from users if you provide clear notice to and obtain consent from those users and comply with all applicable laws and industry guidelines, including those applicable to data protection.

10. Content

Content from other users, advertisers, and other third

parties is made available to you through AGEMA. Because we do not control such Content, you understand and agree that: (1) we are not responsible for, and do not endorse, any such Content, including advertising and information about third-party products and services, Help Seekers or Job Seekers, or information contained in Work Posts and Ad Data; (2) we make no guarantees about the accuracy, currency, suitability, reliability or quality of the information in such Content; and (3) we assume no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful Content made available by users, advertisers, and third parties.

We generally cannot be held liable for claims arising from the Content provided by third parties on AGEMA.

While AGEMA has no obligation to do so, AGEMA reserves the right to review and delete (or modify) any Content that we believe, in our sole discretion, violates these Terms or other applicable policies posted on AGEMA (including our Community Guidelines), or that we deem, in our sole discretion, inappropriate. If you see any Content on AGEMA that you believe violates our policies, you may report that Content by clicking on an applicable link adjacent to that Content (e.g. links titled: "Inappropriate" or "Flag Review") or by contacting us directly. Once notified, we will review the Content and consider whether to remove or modify it. Our interpretation of our policies and the decision whether or not to edit or remove Content is within our sole discretion. You understand and agree that if we choose not to remove or edit Content that you find objectionable, that decision will not constitute a violation of these Terms or any other agreement we have with you.

11. Your Content

You are solely responsible for any and all Content that is posted through your account on AGEMA ("Your Content"). You agree that by submitting Your Content to AGEMA, you have reviewed and understood our Community Guidelines. You understand that you may expose yourself to liability if Your Content or other use of AGEMA violates applicable law or any third-party right.

We do not claim ownership in any Content that you submit to AGEMA, but to be able to legally provide AGEMA to our users, we have to have certain rights to use such Content in connection with AGEMA, as set forth below.

By submitting any Content to AGEMA, you hereby grant to us an unrestricted, irrevocable, perpetual, non-exclusive, fully-paid and royalty-free licence (with the right to sublicense through unlimited levels of sub-licences) to use, copy, perform, display, create derivative



works of, adapt and distribute such Content in any and all media (now known or later developed) throughout the world. To the greatest extent permitted by applicable law, you hereby expressly waive any and all of your moral rights applicable to AGEMA's exercise of the foregoing licence. No compensation will be paid with respect to the Content that you post through AGEMA. You should only submit Content to AGEMA that you are comfortable sharing with others under the terms and conditions of these Terms.

You warrant that you have all necessary rights to upload and use any material which you may enter into or upload to AGEMA (or the servers which underpin its use) and to grant us all necessary rights to use the same for such purposes as we may see fit in accordance with these Terms. You further warrant and undertake to indemnify and hold the AGEMA Hospitality Services Inc. harmless from any breach by you of this clause.

12. AGEMA Content

AGEMA contains Content provided by us and our licensors. We and our licensors (including other users) own and retain all proprietary rights (including all Intellectual Property Rights) in the Content we each provide. If you are a user, we hereby grant you a limited, revocable, non-sublicensable licence under the Intellectual Property Rights licensable by us to download, view, copy and print Content from AGEMA solely for your personal use in connection with your use of AGEMA. Except as provided in the foregoing, you agree not to: (1) reproduce, modify, publish, transmit, distribute, publicly perform or display, sell, adapt or create derivative works based on AGEMA or the Content (excluding Your Content); or (2) rent, lease, loan, or sell access to AGEMA. AGEMA® is a pending registered trademark of AGEMA Limited. The trademarks, logos and service marks ("Marks") displayed on AGEMA are our property or the property of third parties. You are not permitted to use these Marks without our prior written consent or the consent of the third party that owns the Mark.

13. Referrals and Promotional Codes

We may, in our sole discretion, create referral and/or promotional codes ("Promo Codes") that may be redeemed for discounts against Work Posting Fees, or for other features or benefits provided through the AGEMA App, subject to any additional terms that we may (in our sole discretion) establish in respect of such Promo Codes. You acknowledge and agree that Promo Codes:

- a) must be used for the intended audience and purpose, and in a lawful manner;
- b) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public forum or

otherwise), unless expressly permitted by us; may be disabled by us at any time for any reason without liability to us;

- c) may only be used pursuant to the specific terms that we may (in our sole discretion) establish for such Promo Code;
- d) are not valid for cash; and
- e) may expire prior to your use.

We reserve the right to withhold or deduct credits or other features or benefits obtained through the use of the referral system or Promo Codes by you or any other user in the event that we determine or believe that the use of the referral system or use or redemption of the Promo Code was in error, fraudulent, illegal or otherwise in violation of these Terms.

14. Enforcement by AGEMA

While we have no obligation to do so, we reserve the right to investigate and take appropriate action in our sole discretion against you if you violate these Terms, including without limitation: removing Content from AGEMA (or modifying it); suspending your rights to use AGEMA; terminating your membership and account; reporting you to law enforcement, regulatory authorities, or administrative bodies; and taking legal action against you.

While we have no obligation to do so, we reserve the right, to the fullest extent permitted by applicable law, to take appropriate action to protect the anonymity of our users against the enforcement of subpoenas or other information requests that seek a user's electronic address or identifying information.

15. Intellectual Property

You acknowledge that all Intellectual Property Rights in AGEMA (excluding any user-generated Content) belong to us or our licensors, that rights in the AGEMA App are licensed (not sold) to you, and that you have no rights in, or to, AGEMA other than the right to use AGEMA in accordance with these Terms.

You acknowledge that you have no right to have access to the AGEMA App in source-code form.

16. Data

By using AGEMA you consent to us (and our affiliates and licensees) collecting, transmitting, retaining, maintaining, processing and using data related to your use of AGEMA (including technical information about your devices and



related software, hardware and peripherals) so as to enable and improve our products and provide any services to you.

17. Indemnity

You agree to defend, indemnify, and hold the AGEMA Hospitality Services Inc. harmless from any loss, liability, claim, or demand, including reasonable legal fees, made by any third party due to or otherwise arising from:

- a) your use of AGEMA, including due to or arising from your breach of any provision of these Terms;
- b) any Content which you may upload to AGEMA or any interaction you may have with any other user of AGEMA;
- c) any tax implication for which the AGEMA Hospitality Services Inc. may become liable as a result of your use of AGEMA; and
- d) any classification of you as an employee of the AGEMA Hospitality Services Inc. (or similar) by any tax authority or employment tribunal.

18. Disclaimers and Limitation on Liability

Nothing in these terms shall exclude or limit any liability which any party may have to an individual (or to the estate of a deceased individual) for the death of, or personal injury sustained by, such individual to the extent such death or personal injury was caused by that party's negligence, or the negligence of that party's officers, employees or agents.

Any exclusions or limitations of liability contained in these Terms shall not apply in respect of fraud or fraudulent misrepresentation.

The disclaimers and limitations on liability in this section apply to the maximum extent allowable under applicable law. Nothing in this section is intended to limit any rights you have which may not be lawfully limited.

We are not responsible for and accept no liability in respect of:

- a) any loss or damage resulting from use of AGEMA or from any Content posted on AGEMA or transmitted to users;
- b) any interactions between users (including advertisers) of AGEMA, whether online or offline; you hereby release the AGEMA Hospitality Services Inc. from any and all claims, demands, losses, damages, rights and actions of any kind that are either directly or indirectly related to or arise from any interactions with other users of AGEMA;
- c) the activities, omissions, or other conduct, whether online or offline, of any

user (including advertisers) of AGEMA;

d) any incorrect, inaccurate, or unlawful Content (including any information in profiles) posted on AGEMA, whether caused by users or by any of the equipment or programming associated with or utilised in AGEMA;

e) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction or unauthorised access to, or alteration of, any communication with advertisers or other users; or

f) any problems or technical malfunction of any hardware or software due to technical problems on the Internet or on AGEMA or any combination thereof, including any injury or damage to users or to any person's computer related to or resulting from use of, or download of materials in connection with, AGEMA.

AGEMA is provided "as-is" and as available. We expressly disclaim any warranties and conditions of any kind, whether express or implied, including the warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement. We make no warranty that:

(1) AGEMA will meet your requirements; (2) AGEMA will be available on an uninterrupted, timely, secure, or error-free basis; or (3) any search results that may be obtained through the use of AGEMA will be accurate or reliable.

In no event shall the AGEMA Hospitality Services Inc. be liable to you or any third party for:

- a) loss of profit;
- b) loss of revenue, loss of goodwill, loss of opportunity, or loss of business;
- c) increased costs or expenses;
- d) wasted expenditure including pre-contract expenditure;
- e) loss of data; or
- f) indirect, special, consequential, exemplary, incidental, or punitive loss of any type.

For the avoidance of doubt, the loss referred to in sub-clauses (a) to (e) above includes both direct and indirect loss.

Notwithstanding anything to the contrary contained herein, where permitted by applicable law, you agree



that the AGEMA Hospitality Services Inc.'s liability to you for any damages arising from or related to your use of AGEMA (for any cause whatsoever and regardless of the form of the action), will at all times be limited to one hundred dollars USD (\$100).

19. Termination

These Terms remain in effect while you use AGEMA and, for registered users, as long as your account remains open. You may delete your account at any time. We may suspend or terminate your account or your access to parts of AGEMA, without notice to you, if we believe that you have violated these Terms or have otherwise acted to bring the reputation of the AGEMA Hospitality Services Inc. into disrepute. All provisions of these Terms shall survive termination or expiration of these Terms except those granting access to or use of AGEMA. We will have no liability whatsoever to you for any termination of your account or related deletion of your information.

20. Changes to Terms

We may revise these Terms from time to time. In the event of any proposed change, we will endeavour to notify you of the change via email thirty (30) days in advance of such change coming into effect.

Where such notification is not practically possible, we will notify you via an in-app notification which you will be required to click through in order to continue using the AGEMA App. Your continued use of AGEMA upon the expiry of such thirty (30) day period (or upon clicking through the in-app notification, as applicable) shall be deemed to be an acceptance of, and shall be subject to, the revised Terms.

21. Dispute Resolution

These Terms and any and all claims, disputes, or other legal proceedings by or between you or us, including but not limited to any such claims or disputes that are in any way related to or arising under these Terms or your access to or use of AGEMA, shall be governed by and construed in accordance with the laws of England. Each party irrevocably agrees that the Courts of England shall have exclusive jurisdiction in relation to any dispute or claim arising out of or in connection with these Terms or their subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims).

22. Other

Except as specifically stated in any other agreement we have with you, these Terms (together with any documents and policies referred to therein) constitute the entire agreement between you and us regarding the use of AGEMA and these Terms supersede all prior proposals, negotiations, agreements, and understandings

concerning the subject matter of these Terms. You represent and warrant that no person has made any promise, representation, or warranty, whether express or implied, not contained herein to induce you to enter into this agreement. Our failure or delay to exercise or enforce any right or remedy under these Terms shall not operate as a waiver of such right or remedy, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

If any provision of the Terms is found to be unenforceable or invalid, then only that provision shall be either modified or deleted to the minimum extent necessary to make it enforceable and valid whilst still reflecting the parties' intentions as closely as possible and so that the Terms shall otherwise remain in full force and effect.

The Terms, and any rights or obligations hereunder, are not assignable, transferable or sublicensable by you except with AGEMA's prior written consent but may be assigned or transferred by us without restriction. Any purported assignment by you shall violate these Terms and shall be void.

If you have any questions regarding these Terms please contact us at info@agema.work