

TERMS OF SERVICE

Last updated: 09 Feb 2021

These Terms of Service (“Terms”) govern your access to and use of Staff Ninja LLC (“Staff Ninja”, “Company”, “we”, “our”) websites, services, and applications (collectively the “Site”). The Site includes, but is not limited to staffninja.com. Please read these Terms in their entirety before using the Site. Your access to and use of the Site is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Site.

You may use the Site only if you can form a binding contract with Staff Ninja LLC, and only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. The Site may change over time as we add more features and refine the Site, often and without prior notice to you. In addition, Staff Ninja LLC may temporarily or permanently stop providing the Site, or any features within the Site, to you or to users of the Site in general and without prior notice.

Site Visitors and Customers

To purchase Staff Ninja LLC.’s services you must be at least 18 years of age. By using the services provided by the Site, you represent and warrant that you are at least 18 years old and that all registration information you submit is accurate and truthful. Staff Ninja LLC. may, in its sole discretion, refuse to allow access to or use of the Site to any user. This provision is void where prohibited by law, and the right to access the Site is revoked in such jurisdictions. You agree to comply with all laws regarding online conduct. In addition, you must abide by Staff Ninja LLC.’s policies as stated in these Terms and other policy documents listed on the Site, as well as all other operating rules, policies and procedures that may be published from time to time on the Site by Staff Ninja LLC., each of which is incorporated herein by reference and each of which may be updated by Staff Ninja LLC. from time to time without prior notice to you.

Certain features on the Site may require registration and creation of a member account. You must keep account information up-to-date and accurate at all times, including a valid email address. Your Staff Ninja account is your account only and you may not share, transfer or sell your account or User ID to any other party. You must treat your account information as confidential and personal to you. Keep your password secure. Do not provide your username or password information to any other party. You agree that you are fully responsible for any and all activity, liability, and damage resulting from your failure to maintain password confidentiality. You also agree that Staff Ninja LLC. cannot and will not be liable for any loss or damage arising from your failure to keep your password secure.

You agree to notify Staff Ninja LLC. immediately in the event of any unauthorized use of your password or any breach of security. Staff Ninja LLC. reserves the right to refuse or suspend service to anyone, for any reason, at any time, including in the event of your actual or suspected unauthorized use of the services or non-compliance with these Terms of Use or

other Staff Ninja LLC. policies. Staff Ninja LLC. reserves the right, in its sole discretion, to cancel unconfirmed or inactive accounts.

Terms of Sale

Use of the services offered on the Site requires payment of a subscription fee (unless otherwise stated). All prices and fees are quoted in US Dollars (USD). If you elect to subscribe for our services, you shall pay all applicable fees, as described on the Site. All fees are exclusive of state and local sales or use taxes and any duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes. You agree to pay any such taxes that might be applicable to your use of the services and payments made to Staff Ninja LLC. Staff Ninja LLC. reserves the right to change its prices at any time, and any such changes or modifications shall be posted on the Site and effective immediately (notices to any user are at the discretion of Staff Ninja LLC.) Any such changes or modifications in prices and fees shall be effective when the services in question come up for renewal.

You authorize Staff Ninja LLC., directly or through third parties, to make any inquiries it considers necessary to validate your account and financial information you provide. All fees relating to usage of the services are charged automatically using the payment method (Credit card/PayPal) specified by you on file with Staff Ninja LLC. for your user account. Staff Ninja LLC. does not maintain payment information from users that purchase our services. For complete subscription plan details, view Staff Ninja LLC.'s Master Services Agreement.

Staff Ninja LLC. will not refund any subscription fees already paid to us. You shall not have any claims against Staff Ninja LLC. in relation to the discontinuation of the services. All prices and fees are non-refundable unless otherwise expressly noted (review the Staff Ninja LLC. Master Services Agreement for complete details), even if the services are suspended or terminated prior to the end of a payment term. If, at any time, you contact your bank or credit card company and decline or otherwise reject the charge of any payable fees, this act will be considered a breach of your obligations hereunder and your use of the services will be automatically terminated. If you have any questions concerning your order, please contact us using the contact information listed at the bottom of this document.

Idea Submissions

Staff Ninja LLC. considers any unsolicited suggestions, ideas, proposals or other material submitted to it by users ("Material") to be non-confidential and non-proprietary, and Staff Ninja LLC. shall not be liable for the disclosure or use of such Material. Any communication by you to Staff Ninja LLC. is subject to these Terms. You hereby grant and agree to grant Staff Ninja LLC. a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully-paid, sublicensable and transferable right and license to incorporate, use, publish, and exploit such Material for any purpose whatsoever, commercial or otherwise, including but not limited to incorporating it in the API, documentation, or any product or service, without compensation or accounting to you and without further recourse by you.

Third Party Advertising

The Site may contain links to third-party websites, advertisers, or services that are not owned or controlled by Staff Ninja LLC. We cannot control, and we assume no responsibility for, the

content, availability, privacy practices, or business practices of any third-party websites or resources linked to or referenced on the Site. Staff Ninja LLC. does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You agree that Staff Ninja LLC. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or resources. Your dealings with any such third-party websites are solely between you and those third parties. If you access a third-party website from the Service, you do so at your own risk, and you understand that these Terms of Use and other Staff Ninja LLC. policies do not apply to your use of such websites. We encourage you to be aware of when you leave the Service, and to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

Resolution of Disputes and Release

In the event a dispute arises between you and Staff Ninja LLC., please contact Staff Ninja LLC.. For all purposes of these Terms, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts or state courts located in Texas. You hereby waive any right to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph. Use of the Site is not authorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation, this section. You and Staff Ninja LLC. agree that any cause of action arising out of or related to the Site or these Terms must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. Should you have a dispute with one or more users, or an outside party, you release Staff Ninja LLC. (and Staff Ninja LLC.'s officers, directors, agents, subsidiaries, joint ventures, and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. Staff Ninja LLC. encourages users to report user-to-user disputes to your local law enforcement, postmaster general, or a certified mediation or arbitration entity, as applicable.

Intellectual Property

Unless otherwise noted, all of the text, information, data, graphics, photographs, images, illustrations, animations, software, audio, video, and all other content on the Site (collectively, the "Content") is subject to the copyright and other intellectual property rights of Staff Ninja LLC.. All Content on the Site is the sole property of Staff Ninja LLC. Staff Ninja LLC. reserves all rights not expressly granted in and to the Site and the Content. This limited license shall remain in effect until your subscription (unless otherwise stated) is terminated as provided in these Terms. You agree not to engage in any use of the Content other than as expressly permitted by Staff Ninja LLC. The software and other Staff Ninja LLC. Content may not be copied, distributed, modified, or reproduced in any medium or for any purpose without express written permission from Staff Ninja LLC. You agree not to circumvent, disable, or otherwise interfere with security-related features of the Site or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Site or any of the Content therein.

“Staff Ninja” and other trademarks, trade names, graphics, logos, domain names, designs, page headers, button icons, service names, and any other features of the Staff Ninja brand (collectively, the “Trademarks”) are the sole property of Staff Ninja LLC. These Terms do not grant you any license or right to use the Trademarks for any purpose, whether for commercial or non-commercial use. Staff Ninja LLC.’s Trademarks may not be used except as expressly permitted by Staff Ninja LLC.

DMCA Notice

Staff Ninja LLC. reserves the right in its sole discretion to remove any content from the Site for which it has been informed or has reason to believe may infringe a third party’s intellectual property right(s). If you believe your copyrighted work has been copied on the Site in a way that constitutes copyright infringement, please notify Staff Ninja LLC. at the notice address provided in these Terms of Use. You must provide the following information in writing: (i) An electronic or physical signature of a person authorized to act on behalf of the copyright owner; (ii) identification of the copyrighted work that you claim has been infringed; (iii) identification of the material that is claimed to be infringing and where it is located on the Site; (iv) information reasonably sufficient to permit Staff Ninja LLC. to contact you, such as your address, telephone number, and email address; (v) a statement that you have 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 (vi) a statement, made under the penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner. Please note that this procedure is exclusively for notifying Staff Ninja LLC. that your copyrighted material has been infringed, and the preceding requirements are intended to comply with the Digital Millennium Copyright Act of 1998 (the “DMCA”).

Access and Interference

Staff Ninja LLC. does not guarantee continuous, uninterrupted access to the Site, and operation of the Site may be interfered with by numerous factors outside Staff Ninja LLC.’s control. You agree that you will not: (i) Take any action that imposes, or may impose, in Staff Ninja LLC.’s sole discretion, an unreasonable or disproportionately large load on Staff Ninja LLC.’s infrastructure; (ii) copy, reproduce, modify, create derivative works from, distribute, or publicly display any user Content without the prior express written permission of Staff Ninja LLC. and the appropriate third party, as applicable; (iii) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; or (iv) bypass Staff Ninja LLC.’s robot exclusion headers or other measures Staff Ninja LLC. may use to prevent or restrict access to Staff Ninja LLC.

Breach

Without limiting any other remedies, Staff Ninja LLC. may, without notice, and without refunding any fees, issue a warning to a user, temporarily suspend a user, temporarily or indefinitely suspend a user’s account privileges, terminate a user’s account, prohibit access to the Site, and take technical and legal steps to keep a user off the Site and refuse to provide services to a user if Staff Ninja LLC. suspects (by information, investigation, conviction, settlement, insurance or escrow investigation, or otherwise) a user has breached these Terms

or other policy documents or guidelines listed on the Site; Staff Ninja LLC. is unable to verify or authenticate any of your personal information or Content; or Staff Ninja LLC. believes that a user is acting inconsistently with the letter or spirit of Staff Ninja LLC.'s policies, has engaged in improper or fraudulent activity in connection with Staff Ninja LLC. or the actions may cause legal liability or financial loss to Staff Ninja LLC.'s users or to Staff Ninja LLC..

Disclaimer of Warranties

Staff Ninja LLC. makes no representations or warranties as to your use of the Site and the services and assumes no liability or responsibility for the accuracy, or any error or omission, in the Content. We do not represent or warrant that use of the Service by you will not infringe rights of third parties. Third parties may provide some of the content available on the Site. Staff Ninja LLC. does not guarantee the accuracy, integrity, or quality of the content provided by third parties. Neither we, nor any of our affiliates, or any of our employees, agents, content providers or licensors, make any representation or warranty of any kind regarding the Site or the Site content whatsoever. You acknowledge that you are using the site at your own risk. Staff Ninja LLC., its officers, directors, employees, affiliates, and suppliers provide the site and Staff Ninja LLC.'s services "as is" and without any warranty or condition, express, implied or statutory. Staff Ninja LLC. and its officers, directors, employees, affiliates, and suppliers specifically disclaim any implied warranties of title, merchantability, performance, fitness for a particular purpose and non-infringement. No advice or information (oral or written) obtained by you from Staff Ninja LLC. shall create any warranty. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. You may also have other legal rights that vary from state to state.

Limitation of Liability

In no event shall Staff Ninja LLC., and (as applicable) Staff Ninja LLC.'s officers, directors, employees, affiliates, or suppliers be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of the Site, Staff Ninja LLC.'s services, or these Terms, including without limitation, lost profits, bodily injury, emotional distress, or any special, incidental or consequential damages.

Indemnity

You agree to indemnify and hold Staff Ninja LLC., and (as applicable) Staff Ninja LLC.'s officers, directors, affiliates, agents, and employees, harmless from any claim or demand, including attorney's fees, made by any third party due to or arising out of your breach of these Terms or other company policy documents, or your violation of any law or the rights of a third party.

Severability

If any provision of these Terms is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of these Terms shall remain in full force and effect.

Company of Service

Staff Ninja LLC. reserves the right to modify or terminate the Site services for any reason, without notice, at any time. Staff Ninja LLC. reserves the right to alter these Terms or other Site policies at any time. Each revised version these Terms will be posted on the Site. Continued use of the Site constitutes your acceptance of any revised Terms.

Choice of Law

These Terms shall in all respects be interpreted and construed with and by the laws of the State of Texas, excluding its conflicts of laws rules, and the United States of America.

Survival

Any and all provisions in these Terms relating to fees, service, content, licensing, information control, dispute resolution, Staff Ninja LLC.'s intellectual property, data access and site interference, breach of these Terms, privacy, warranty, limitation of liability, severability, the relationship(s) between and among Staff Ninja LLC., Site users, and third parties, and choice of law, survive any termination or expiration of these Terms.

Notices

Except as explicitly stated otherwise, any notices shall be given by postal mail to Staff Ninja LLC., Attn: Legal Notices; 11900 Jollyville Road, #200969, Austin, TX 78759 (in the case of Staff Ninja LLC.) or, in your case, to the email address you provide to Staff Ninja LLC.. Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, Staff Ninja LLC. may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to Staff Ninja LLC. In such case, notice shall be deemed given three days after the date of mailing. Disclosure. The services hereunder are offered by Staff Ninja LLC., Attn: Legal Notices; 11900 Jollyville Road #200969, Austin, TX 78759

Contact Information

Please contact us if you have any questions or concerns about our Term of Service or any other terms, conditions, or policies.

Email Address:
admin@staffninja.com

Mailing Address:
Staff Ninja LLC.
11900 Jollyville Road
#200969
Austin, TX 78759

This concludes the Terms of Service