

I hereby consent to the release of any of the following information that may need to be obtained or verified in the course of my employment with **WECURO, INC**

- Personal records
- Employment records
- Medical record including, PPD testing, Rubella and Rubeolla titers and vaccinations, physical exams, chest x-rays, drug screening and other medical conditions that may impair my ability to function in my designated job.
- Criminal background check/ records/ finger printing.

I authorize WECURO, INC to contact any doctor, prior employers, etc; to obtain and examine this information and that is to be used for EMPLOYMENT RELATED PURPOSES ONLY.

WECURO, INC may obtain information directly from the providers by fax, e-mail, telephone, or e-mail.

A copy of this signed formed shall be deemed to be as valid as the original.

I hereby release WECURO, INC from all legal responsibility or liability that may arise from compliance with this consent and request contained herein.

I understand that any information obtained in the use of this authorization may be used to evaluate my suitability for employment and/or continued employment.

My signature confirms that I have read and understand all of the above.

Signature :

Date : _____

GENERAL DISCLOSURE

General: I have submitted the attached form to WeCuro for the purpose of obtaining assistance in securing full-time, part-time, temporary, or contract employment. I acknowledge that the use of this form, and my filling it out, does not indicate that any positions are open, nor does it obligate WeCuro to further process my application. I hereby affirm that the information provided on this application (and accompanying resume, if any) is true and complete to be the best of my knowledge. I also agree that falsified information or significant omissions may disqualify me from further consideration for employment and may be considered justification for dismissal if discovered at a later date.

I authorize all persons listed above (and on the accompanying resume, if any) to give WeCuro any and all information concerning my previous employment and education and any pertinent information they may have, personal, otherwise, and release all parties, such persons and WeCuro from liability for any damage that may result from furnishing the same to WeCuro.

Employment: If employed as a temporary or contract employee, I understand that I will be an employee of WeCuro, administrator for temporary employees and not of any WeCuro Client. If employed, I further understand that my employment is not guaranteed for any specific time and may be terminated at any time for any reason. I further understand that a contract will exist between WeCuro and each Client to whom I may be assigned which will require the client to pay a fee to WeCuro in the event I accept direct employment with the Client. I agree to notify my WeCuro coordinator or recruiter immediately should I be offered direct employment by a client (or by a referral of the client to any subsidiary or affiliated Company), either for a full-time, part-time, temporary (including assignments through agency/firm), or consulting positions within twelve months after the last day of any assignment period or submission of my resume by WeCuro to the Client. If I violate this agreement and accept employment with, and without the acknowledgement of WeCuro, I will become liable for the fees due to WeCuro. I understand that the Client of WeCuro will pay WeCuro a fee and should that Client not pay WeCuro per the terms of the agreement that I may be asked to not return to the assignment. If I violate this request and continue to work for the Client I understand that I will become liable for the fees due to WeCuro and possibly a party to collections or legal action.

References: I understand and authorize WeCuro to obtain an employment history verification for employment purposes that may include information as to my character, general reputation, personal characteristics, and mode of living, work experience and performance, along with reasons for termination of past employment.

By completing and submitting this disclosure statement, I agree to its terms and conditions and acknowledge that I have read the above information and that my signature thereto may be implied.

Printed Name :

Signature :

Date :

WeCuro Privacy Policy

Introduction

Thank you for visiting WeCuro's website. WeCuro, Inc. is doing business as WeCuro ("Company" "We" or "US") respects your privacy and recognizes that it is critical for individuals and businesses to be confident that their privacy is protected when they visit the WeCuro website or use the WeCuro software application.

Consistent with the provisions of the Internet Security and Privacy Act, the Freedom of Information Law, and the Personal Privacy Protection Law, this policy describes WeCuro's privacy practices regarding information collected online and offline through your use of the mobile software applications (the "Applications" "App"), online platforms and websites (the "Sites") and related content (collectively, the "Services") made available to you by WeCuro, Inc. and/or its subsidiaries, affiliates and licensors (collectively, "WeCuro" "we" or "us" or "our"). This Privacy Policy is incorporated into, a part of, and governed by the WeCuro Terms of Service. As used herein, "you", "your", "applicant", and "customer" means a user of the Services, whether through the Applications or the Sites, including but not limited to the WeCuro's software and affiliates (as each such term is defined in the WeCuro Terms of Service).

This notice describes how WeCuro, and its affiliates collect and use personal data. This notice applies to all users of our application, websites, features, or other services anywhere in the United States and internationally. This notice also governs WeCuro's other collections of personal data in connection with its Services. For example, we may collect the contact information of individuals who are permitted by law to represent others and institutional customers; personal data of those who start but do not complete applications for employment; or other personal data in connection with our mapping technology and features.

All those subject to this notice is referred to as "users" in this notice.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. By using the Services, you are signifying your acceptance of this Privacy Policy, including without limitation the collection, processing, use, and disclosure of your information as described in this Privacy Policy. If you do not agree with our policies and practices, your choice is not to use the Services. By accessing or using the Services, you agree to this privacy policy. This policy may change from time to time (see Changes to Our Privacy Policy). Your continued use of the Services after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

As used in this Privacy Policy, the terms "using" and "processing" information include using cookies on a computer, subjecting the information to statistical or other analysis, and using or handling information in any way, including, but not limited to collecting, storing, evaluating, modifying, deleting, using, combining, disclosing, and transferring information within our organization or among our affiliates within the United States or internationally.

DATA COLLECTION

Within the Services. In email, text, and other electronic messages between you and Company we collect information.

When you interact with our advertising and applications on third-party websites and Services if those applications or advertising include links to this policy. It does not apply to information collected by:

- (i) us offline or through any other means, including on any other website operated by Company or any third party (including our affiliates and subsidiaries)
- (ii) or (any third party (including our affiliates and subsidiaries), including through any application or content (including advertising) that may link to or be accessible from or on the Services.

NOTE REGARDING CUSTOMER AND HEALTH INFORMATION

WECURO ENABLES CUSTOMERS SUCH AS HOME CARE AGENCIES AND PATIENTS/APPLICANT OR CAREGIVERS TO COORDINATE AND PROVIDE CARE, INCLUDING HOME VISITS. HOME CARE AGENCIES AND PATIENTS/APPLICANT OR CAREGIVERS' MAY USE WECURO TO CREATE AND STORE INFORMATION, INCLUDING PROTECTED HEALTH INFORMATION ("PHI") WHICH MAY BE VIEWABLE BY WECURO, YOUR PATIENTS AND APPLICANT OR CAREGIVERS AND YOUR HOME CARE AGENCY AND/OR HEALTHCARE PROVIDER. PLEASE NOTE THAT IF YOU ARE A CUSTOMER THE COLLECTION, STORAGE AND USAGE OF YOUR CUSTOMER INFORMATION IS GOVERNED BY YOUR AGREEMENT WITH YOUR MEDICAL PROVIDERS, PATIENTS AND APPLICANT OR CAREGIVERS AND/OR INSURANCE PROVIDERS AND IS NOT GOVERNED BY THE TERMS OF THIS PRIVACY POLICY. THIS PRIVACY POLICY IS ONLY INTENDED TO GOVERN WECURO'S RELATIONSHIP WITH ITS DIRECT USERS, NAMELY APPLICANTS AND CUSTOMERS SUCH AS HOME CARE AGENCIES.

HIPAA

For Patients and Applicant or Caregivers, please note that the Customer information, including PHI, that you input into the Services may be viewable by others, including your home care agency, in connection with their permitted use of the Services. Any information that you wish to remain strictly confidential should not be entered into the Services.

Home care agencies and Applicant/Caregivers that use the Services may be regulated as a "covered entity" or "business associate" under the Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA"). When we store, process, or transmit "individually identifiable health information," we do so as a "business associate" (as those terms are defined in HIPAA) of such home care agency or caregiver. We will therefore use appropriate and reasonable safeguards designed to prevent misuse or inappropriate disclosure of any such protected health information received or created on behalf of such Agency or Caregiver as covered entity. We further agree to limit the uses and disclosures of protected health information, based on the activities or services being performed by us as business associate, and subject to the other restrictions in this policy. The parties otherwise agree to be bound by and incorporate herein the requirements set forth in Parts 160 and 164 of 45 CFR for the safeguarding of protected health information received

by a business associate. The foregoing is subject to any separate or further business associate agreement (“BAA”) that Company as a “business associate” may enter with you.

CHILDREN UNDER THE AGE OF 13

The Services is not intended for children under 13 years of age. No one under age 13 may provide any information to or on the Services. We do not knowingly collect personal information from children under 13. If you are under 13, do not use or provide any information on this Services or on or through any of its features/register on the Services, make any purchases through the Services, use any of the interactive or public comment features of the Services or provide any information about yourself to us, including your name, email address, telephone number, or any screen name or username you may use. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us at privacy@wecuro.com.

What Information is collected:

We collect several types of information from and about Users of the Services when you register or visit our website. This includes personal data and personal information. Depending on your use of the Services, we may collect two types of information: “Personally Identifiable Information” and “Non-Personally Identifiable information”. We may collect, use, store and transfer different kinds of personal data about you which we have grouped together as follows:

For purposes of this policy with respect to employment applicants, candidates, and our employees we collect the following categories of information:

Personally identifiable information is information that identifies you or can be used to identify or contact you. Such information may include, without limitation, your name, social security number, address, e-mail address, telephone number, and billing information.

Non-personally identifiable information is information, any single item of which, by itself, cannot be used to identify or contact you, including without limitation demographic information (such as age, profession, gender, current location, zip code, birth date, or year of birth, your job search criteria and preferences, your availability to work, emergency contact information consisting of full name and phone number, your employment experience, educational history, your skills, reference information, background check information, pay / compensation expectations, ability to work in the United States, languages spoken, and other information contained in your resume), IP addresses, browser types, unique device identifiers, device types, requested URL, referring URL, browser language, the pages you view, the date and time of your visit, domain names, and statistical data involving the use of the Services. Certain non-personally identifiable information may be considered a part of your personally identifiable information if it were combined with other identifiers (for example, combining your zip code with your street address) in a way that enables you to be identified. However, the same pieces of information are considered

non-personally identifiable information when they are taken alone or combined only with other non-personally identifiable information (for example, your viewing preferences).

Identity Data: Includes name, title, date of birth and gender. This may also include information about you, or your employer provides regarding your agency, job and education history, and professional certifications.

Contact Data: Includes mailing/billing address, email address and telephone numbers.

Financial Data: Includes bank account and payment card details.

Transaction Data: Includes details about payments to and from you and other details of products and services you have used or purchased from us. We collect transaction information related to the use of our services, including the type of services requested or provided, service details, payment transaction information (such as payment methods or and location and amount of transaction), place of service information, date, and time the service was provided, amount charged, distance traveled, and payment method. Additionally, if someone uses your promotion code, we may associate your name with that person.

Technical Data: Includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, and other technology on the devices you use to access this website.

Profile Data: Includes your username and password, purchases or orders made by you (or by your employer on your behalf), your interests, preferences, feedback, and survey responses.

Usage Data: Includes information about how you use our Services. We collect the data submitted by users when they contact WeCuro customer support (including at WeCuro remote onboarding, or via videoconferencing tools), provide ratings or compliments for other users, affiliates, or otherwise contact WeCuro. This includes data such as access dates and times, app features or pages viewed, app crashes and other system activity, and type of browser. We may also collect data regarding the third-party sites or services used before interacting with our services, which we use for marketing. (Please see "How We Use Personal Data" below for more information on how we market our services to users).

In some cases, we collect this data through cookies, pixels, tags, and similar tracking technologies that create and maintain unique identifiers. To learn more about these technologies, please see our [Cookie Notice](#).

Demographic data: We collect demographic data about users, including through user surveys. We collect travel information, including the times and dates of upcoming visits, caregiver reservations, from users of our WeCuro Reservations feature. We collect such information: (1) when users manually input their information into a WeCuro Reservation itinerary; or (2) if authorized by users to access their Gmail accounts, from caregiver reservations-related email confirmations. If so authorized, WeCuro will only access users'

Gmail accounts to collect caregiver reservation itinerary information to enable the WeCuro Reservations feature, and will adhere to Google's API Services User Data Policy, including the limitations on use of data collected from users' Gmail accounts.

Geolocation Data: When you use the WeCuro application we will collect and track precise geolocation information (i.e., information about your precise location) from the mobile devices on which you have installed the Application. Location data (Applicant/Caregivers, Nurses, Therapists, HHA's, PCA's): We collect Applicant/Caregivers, Nurses, Therapists, HHA's, PCA's precise or approximate location data, including to enable care services and, to enable care services tracking and safety features, to prevent and detect fraud, and to satisfy legal requirements. WeCuro collects this data when the WeCuro app is running in the foreground (app open and on-screen) or background (app open but not on-screen) of their mobile device.

We collect such data from users' mobile devices if they enable us to do so. (See "Choice and transparency" below for information on how Candidate/Applicant/Caregivers, Nurses, Therapists, HHA's, PCA's and Customers/service recipients can enable location data collection). WeCuro collects such data from the time care service is scheduled or is requested until it is finished (and may indicate such collection via an icon or notification on your mobile device depending on your device's operating system), and any time the app is running in the foreground (app open and on-screen) of their mobile device.

Applicant/Caregivers, Nurses, Therapists, HHA's, PCA's and Customers /service recipients may use the WeCuro apps without enabling WeCuro to collect precise location data from their mobile devices. However, this may affect features in the WeCuro apps. For example, a user who has not enabled location data collection will have to manually enter their address. In addition, the location data collected from a caregiver during a visit will be linked to the caregiver's account, even if the Customer/service recipient has not entered their address location data to be collected from their device, including for purposes of clock-in, clock-out, customer support, fraud detection, insurance, and litigation.

Device data: We may collect data about the devices used to access our services, including the hardware models, device IP address or other unique device identifiers, operating systems and versions, software, preferred languages, advertising identifiers, device motion data, and mobile network data.

Communications data: We enable users to communicate with each other and WeCuro through WeCuro's mobile apps and websites. For example, we enable Applicant/Caregivers, Nurses, Therapists, HHA's, PCA's and Customers (service recipients, to call or text each other (generally without disclosing their telephone numbers to each other). To provide these services, WeCuro receives some data regarding the calls, texts, or other communications, including the date and time of the communications and the content of the communications. WeCuro may also use this data for customer support services (including to resolve disputes between users), for safety and security purposes, to improve our services and features, and for analytics.

Marketing and Communications Data: Includes your preferences in receiving marketing from us and our third parties and your communication preferences.

By providing your mobile phone number to us, you opt in and consent to receive text messages from us, which includes but is not limited to text messages sent through an automatic telephone dialing system. Consent to receive marketing text messages is not required as a condition of working with us. If you do not wish to receive marketing text messages, do not provide us with your mobile phone number.

We also collect, use, and share Aggregated Data which is anonymized, de-identified or otherwise aggregated, such as statistical or demographic data for any purpose. Aggregated Data could be derived from your personal data but is not considered personal data in law as this data will not directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this privacy policy.

Where and When is Information Collected (Including Through the Use of Cookies and Action Tags)

We will collect personally identifiable information that you submit to us or authorize us to collect from you. We may also receive personally identifiable information about you from third parties providing payment authorization and fraud screening services and background checks as part of your registration for or use of the Services.

Registering to Use the Services and while Using the Services

You may be required to establish an account to take advantage of certain features of the Services. If so, if you wish to establish an account you will be required to provide us with information (including personally identifiable information and non-personally identifiable information) such as name, social security number, postal address, e-mail address, birth date, gender, profile photo, and billing information. We may also receive personally identifiable information about you from third parties providing payment authorization and fraud screening services and background checks and references as part of the registration process. In addition, we may obtain your personally identifiable information from you if you identify yourself to us by sending us an e-mail with questions or comments. We also collect emergency contact information, user settings, and evidence of health or fitness to provide services using WeCuro apps. Other information we may collect from you in connection with your registration for and/or use of the Services may include nursing license, photo identification, CPR card and employment eligibility documents. The information we may collect from you is not limited to what is described on this list, and we may add or remove categories of information from this list at any time at our discretion. We may use the photos submitted by users to verify their identities, such as through facial verification technologies. For more information, please see the section titled “How we use personal data.”

Cookies and Action Tags

We may collect non-personally identifiable information passively using “cookies” and “action tags.”

Cookies Policy

“Cookies” are small text files that can be placed on your computer or mobile device to identify your Web browser and the activities of your computer on the Services and other websites. Cookies can be used to personalize your experience on the Services (such as dynamically generating content on webpages specifically designed for you), to assist you in using the Services (such as saving time by not having to reenter your name each time you use the Services), to allow us to statistically monitor how you are using the Services to help us improve our offerings, and to target certain advertisements to your browser which may be of interest to you (including in connection with remarketing to users and previous visitors) or to determine the popularity of certain content.

You do not have to accept cookies to use the Services. Although most browsers are initially set to accept cookies, you may reset your browser to notify you when you receive a cookie or to reject cookies generally. Most browsers offer instructions on how to do so in the “Help” section of the toolbar. However, if you reject cookies, certain features or resources of the Services may not work properly or at all and you may experience some loss of convenience.

For the avoidance of doubt, this Services uses third-party services platforms (including to help analyze how users use the Services and to deliver advertising services). These third-party services platforms may place cookies on your computer or mobile device. If you would like to disable “third party” cookies, you may be able to turn them off by going to the third party’s website.

Here is a links to some third-party platform we use:

<https://www.linkedin.com/legal/privacy-policy>

<https://hrtechprivacy.com/brands/indeed#privacypolicy>

<https://www.google.com/policies/privacy/>

“Action tags,” also known as web beacons or gif tags, are a web technology used to help track website usage information, such as how many times a specific page has been viewed. Action tags are invisible to you, and any portion of the Services, including advertisements, or e-mail sent on our behalf, may contain action tags.

By using cookies and action tags together, we are able to gain valuable information to improve the Services and measure the effectiveness of our advertising and marketing campaigns.

Finally, you should be aware that advertisers and other third parties may use their own cookies or action tags when you click on their advertisement or a link to their websites or services on or from the Services. This Privacy Policy does not govern the use of cookies or action tags or the use of your information by such third-party websites or services or providers of third-party advertising.

Log Files.

We also collect non-personally identifiable information through our Internet log files, which record data such as user IP addresses, browser types, domain names, and other anonymous

statistical data involving the use of the Services. This information may be used to analyze trends, to administer the Services, to monitor the use of the Services, and to gather general demographic information. We may link this information to personally identifiable information for these and other purposes such as personalizing your experience on the Services and evaluating the Services in general.

Background check and identity verification (Applicant/Caregivers – Nurses, Therapists, HHA's, PCA's).

This may include information such as employment history or criminal record (where permitted by law), license status, known aliases and prior addresses, and right to work. This information may be collected by an authorized vendor on WeCuro's behalf. We also verify the identities of Customers, and of their legally designated representative who request services on the Customer's behalf.

Information Collected Automatically When You Visit this Website

When visiting WeCuro's website we collect and stores the following information about your visit:

- (i) *User client hostname.* The hostname or Internet Protocol address of the *user* requesting access to a *state agency website*.
- (ii) HTTP header, "*user agent*." The *user agent* information includes the type of browser, its version, and the operating system on which that the browser is running.
- (iii) HTTP header, "*referrer*." The referrer specifies the web page from which the *user* accessed the current web page.
- (iv) System date. The date and time of the *user's* request.
- (v) Full request. The exact request the *user* made.
- (vi) Status. The status code the server returned to the *user*.
- (vii) Content length. The content length, in bytes, of any document sent to the *user*.
- (viii) Method. The request method used.
- (ix) Universal Resource Identifier (URI). The location of a resource on the server.
- (x) Query string of the URI. Anything after the question mark in a URI.
- (xi) Protocol. The transport protocol and the version used.

None of the foregoing information is deemed to constitute *personal information*.

The information that is collected automatically is used to improve this website's content and to help WeCuro understand how *users* are interacting with the website. This information is collected for statistical analysis, to determine what information is of most and least interest to our *users*, and to improve the utility of the material available on the website. The information is not collected for commercial marketing purposes and WeCuro does not sell the information collected from the website for commercial marketing purposes.

Information Collected When You E-mail this Website or Complete a Transaction

During your visit to this website, you may send an e-mail to WeCuro. Your e-mail address and the contents of your message will be collected. The information collected is not limited to text characters and may include audio, video, and graphic information formats included in the message. Your e-mail address and the information included in your message will be used to respond to you, to address issues you identify, to improve this website, or to forward your authorized third party for appropriate action. Your e-mail address is not collected for commercial purposes and WeCuro does not sell your e-mail address for commercial purposes.

During your visit to this website, you may complete a transaction such as a survey, registration, or order form. The information, including *personal information*, volunteered by you in completing the transaction is used by WeCuro to operate WeCuro programs, which include the provision of goods, services, and information. The information collected by WeCuro may also be disclosed by WeCuro to authorized third parties for those purposes that may be reasonably ascertained from the nature and terms of the transaction in which the information was submitted.

Data from other sources. These include:

- Users participating in our referral programs. For example, when a user refers to another person, we receive the referred person's personal data from that user.
 - WeCuro business partners through which users create or access their WeCuro account, such as payment providers, social media services, or apps or websites that use WeCuro's APIs or whose APIs WeCuro uses.
 - WeCuro business partners in connection with referrals or contracted services in partnership with WeCuro to the extent disclosed in the terms and conditions for the services.
 - Vendors who help us verify users' identity, background information, and eligibility to work, or who screen users in connection with sanctions, anti-money laundering, or know-your-customer requirements.
 - Insurance, vehicle, or financial services providers for Applicant/Caregivers, Nurses, Therapists, HHA's, PCA's and Customers/services recipients, partner employment or care service provided companies (for Applicant/Caregivers, Nurses, Therapists, HHA's, PCA's who use our services through an account associated with such a company)
 - Publicly available sources
 - Marketing service providers or data resellers whose data WeCuro uses for marketing or research
 - Law enforcement officials, public health officials, and other government authorities
- WeCuro may combine the data collected from these sources with other data in its possession.

To object to a deactivation resulting from these processes, please contact WeCuro customer support.

WeCuro performs the above activities on the grounds that they are necessary to fulfill our obligations to users under our Terms of Use or other agreements with users, or on the grounds that they are necessary for purposes of the legitimate interests of WeCuro, its users and others.

How Do We Use The Information We Collect

- WeCuro uses personal data to enable reliable and convenient service and other products. We also use such data:
- to enhance the safety and security of our users and services
- for customer support
- for research and development
- to enable communications between users
- to send marketing and non-marketing communications to users
- in connection with legal proceedings

WeCuro does not sell or share user personal data with third parties for their direct marketing.

1. To provide our services. WeCuro uses data to provide, personalize, maintain, and improve our services.

This includes using data to:

- create/update accounts
- enable employment and care at home services (such as using location data to facilitate providing services), features that involve data sharing (such as split shifts, ETA sharing, and compliments), and **accessibility features** to facilitate use of our services by those with disabilities
- process payments
- track and share the progress of services
- create WeCuro caregiver request itineraries and offer related services, such as medication or medical equipment deliveries.
- personalize users' accounts. We may, for example, present an WeCuro Concierge user with personalized service or recommendations based on their prior service orders (Ex. Drip Hydration Services). Please see the section of this notice titled "**Preference and Transparency**" to learn how to object to this use of personal data.
- facilitate insurance, invoicing, or financing solutions
- perform necessary operations to maintain our services, including to troubleshoot software bugs and operational problems; to conduct data analysis, testing, and research; and to monitor and analyze usage and activity trends.

WeCuro performs the above activities, including the collection and use of location data for purposes of these activities, on the grounds that they are necessary to fulfill our obligations to users under our Terms of Use or other agreements with users.

2. Safety and security. We use personal data to help maintain the safety, security, and integrity of our services and users. This includes:

- *verifying users' identity and eligibility to provide employment services or care at home services, including through reviews of background checks, reference checks, licenses and certifications where permitted by law, to help prevent use of our services by unsafe Applicant/Caregivers and/or Customers.*

In certain regions, this includes WeCuro's Quick ID Check feature, which prompts Applicant/Caregivers to share a selfie before going into someone's home to ensure that the caregiver using the app matches the WeCuro account we have on file. Where permitted by law, this also includes performing facial verification of photographs submitted by users, or collected from public databases, to prevent identity-borrowing or to verify users' identities.

- *using device, location, user profile, usage, and other data to prevent, detect, and combat fraud. This includes identifying fraudulent accounts or uses of our services, preventing use of our services by unauthorized Applicant/Caregivers, verifying user identities in connection with certain payment methods, and preventing and combating unauthorized access to users' accounts.*
- *using user reported incidents, and other feedback to encourage compliance with our standards of care, policies, and procedures, and as grounds for deactivating or termination of users who otherwise violated such guidelines.*
- *sharing information regarding serious caregiver safety incidents or compliance with local regulations with third parties, including other companies who enable users to request or provide care services, or intermediaries who collect and report such information for multiple companies and law enforcement, to prevent Applicant/Caregivers who may pose a safety risk to the platform or its users from using WeCuro's or those other companies' services. We may also share with third parties, including those affected by such incidents, whether the incidents result in account deactivation.*
- *using user feedback, usage, and other data to prevent matching of Applicant/Caregivers for whom there is higher risk of conflict (for instance, because one user previously reported an incident with that caregiver).*

WeCuro performs the above activities on the grounds that they are necessary to fulfill our obligations to users under our Terms of Use or other agreements with users, and/or for purposes of the legitimate safety and security interests of WeCuro or other parties, including users and members of the public.

3. Customer support. WeCuro uses the information we collect (which may include call recordings) to provide customer support, including to investigate and address user concerns and to monitor and improve our customer support responses and processes.

WeCuro performs the above activities on the grounds that they are necessary to fulfill our obligations to users under our Terms of Use or other agreements with users.

4. Research and development. We may use personal data for testing, research, analysis, product development, and machine learning to improve the user experience. This helps us make our services more convenient and easier-to-use, enhance the safety and security of our services, and develop new services and features.

WeCuro performs the above activities on the grounds that they are necessary to fulfil our obligations to users under our Terms of Use or other agreements with users in improving our existing services and features, or for purposes of WeCuro's legitimate interests developing new services and features.

5. Enabling communications between users. For example, a caregiver may message or call a customer to confirm an address location, a customer may contact a caregiver to retrieve information about their service or order.

WeCuro performs the above activities on the grounds that they are necessary to fulfill our obligations to users under our [Terms of Use or other agreements](#) with users.

6. Marketing. WeCuro may use personal data to market our services to our users. This includes sending users communications about WeCuro services, features, promotions, sweepstakes, studies, surveys, news, updates, and events. We may do so through various methods, including email, text messages, push notifications, in app communications and ads, and ads on third party platforms.

We may use the data we collect, including in combination with authorized third parties' data, to personalize and improve the marketing communications (including ads) that we send on and off WeCuro's apps and websites, including based on user location, use of WeCuro's services, and user preferences and settings.

For information about how to opt out of certain marketing communications (including ads) from WeCuro and its advertising partners, please see the section titled "Marketing Preferences."

We may also send users communications regarding elections, ballots, referenda, and other political and notice processes that relate to our services. For example, WeCuro has notified some users by email of ballot measures or pending legislation relating to WeCuro's services in those users' areas.

WeCuro performs the above activities on the grounds that they are necessary for purposes of WeCuro's legitimate interests in informing users about WeCuro services and features or those offered by WeCuro partners or based on user consent. See the sections titled "[Preference and Transparency](#)" and "Marketing Preference" for information on your preferences regarding WeCuro's use of your data for marketing.

7. Non-marketing communications. WeCuro may use personal data to generate and provide users with receipts; inform them of changes to our terms, services, or policies & procedures; or send other communications that aren't for the purpose of marketing the services or products of WeCuro or its partners.

WeCuro performs the above activities on the grounds that they are necessary to fulfill our obligations to users under our Terms of Use or other agreements with users, or for purposes of WeCuro's and its users' legitimate interests in informing users about events that may have an impact on how they can use WeCuro services.

8. Legal proceedings and requirements. We may use personal data to investigate or address claims or disputes relating to use of WeCuro's services, to satisfy requirements under

applicable laws, regulations, or operating licenses or agreements, or pursuant to legal process or governmental request, including from law enforcement.

WeCuro performs the above activities on the grounds that they are necessary for purposes of WeCuro's legitimate interests in investigating and responding to claims and disputes relating to use of WeCuro's services and features, and/or necessary for compliance with applicable legal requirements.

9. Automated decision-making

We use personal data to make automated decisions relating to use of our services.

This includes:

- *enabling **dynamic pricing**, in which the price of certain caregiver visits (Ex. Drip Hydration visits), or service fee for WeCuro On Demand Caregiver services, is determined based on constantly varying factors such as the time and distance, and the number of customers and available caregiver using WeCuro at a given moment.*
- *matching available Applicant/Caregivers to users/customers requesting services. Users can be matched based on availability, proximity, and other factors such as likelihood to accept a visit based on their past behavior or preferences. Please see [here](#) for further information about our matching process.*
- *flagging users who are identified as having engaged in fraud, unsafe activity, or other activities that may harm WeCuro, its users, and others. In some cases, such as when a user is determined to be abusing WeCuro's referral program or has submitted fraudulent documents, such behavior may result in automatic deactivation, or where otherwise required by law, deactivation after review.*
- *using caregiver location information, and communications between users and Applicant/Caregivers, to identify cancellation fees earned or induced through fraud. For example, if we determine by using such information that a caregiver is delaying a user service to induce a cancellation, we will not charge the user/customer a cancellation fee and will adjust the amounts paid to the caregiver to omit such a fee. To object to such an adjustment, please contact WeCuro customer support.*
- *Using caregiver data (such as location, user feedback and gender) and user/customer data (such as user feedback, Applicant/Caregivers' profiles, and destination) to help avoid pairings of users that may result in increased risk of conflict.*

In general, we use the information collected to provide the Services, including to determine WeCuro's qualifications and to otherwise make hiring decisions, to determine Applicant/Caregivers locations to ensure that they arrive to their shifts at Facilities or clients on time and stay for the entire time reported, and to process payroll; to help us understand who uses the Services; for internal operations such as operating and improving the Services; for customer service and billing purposes; and, unless you "opt out", so that we and third parties can contact you and target advertisements to you about products and services that may be of interest to you.

We may use your information to send you a welcoming e-mail and/or text that may confirm your username and password. We may send you emails and/or texts about the Services,

such as, for example, to encourage you to complete your application or to encourage certain shift behaviors; and about products, services, information, and news that may be of interest to you. If you no longer desire to receive these communications, we will provide you with the option to change your preferences. If you identify yourself to us by sending us an e-mail or text with questions or comments, we may use your information (including personally identifiable information) to respond to your questions or comments, and we may file your questions or comments (with your information) for future reference. We may also use the information collected to send you emails or text messages regarding the Services generally (such as announcements and updates) or relating specifically to your use of the Services. If you want to continue using the Services, you will not be able to unsubscribe from certain Service announcements and updates as they contain important information relevant to your use of the Services.

We may also use the information gathered to perform statistical analysis of user behavior or to evaluate and improve the Services. We may link some of this information to personally identifiable information for internal purposes or to improve your experience with the Services.

When Do We Disclose Information to Third Parties

Except as set forth in this Privacy Policy or the WeCuro Terms of Service, or as specifically authorized by you, we will not disclose any information we gather from you through the Services.

To Connect Applicant/Caregivers and Clients or authorized third parties

Since the purpose of the Services is to connect Applicant/Caregivers, clients and authorized third parties, by its very nature, the Services requires the disclosure of caregiver's information to clients or authorized third parties, and the disclosure of clients or authorized third party's information to Applicant/Caregivers. The information of Applicant/Caregivers shared with clients or authorized third parties may include a variety of personally identifiable information (some of which may be sensitive) and non-personally identifiable information, including without limitation, name, phone number, zip code, government issued id, photo, nursing license, CPR card, proof of dementia training, health information, and background screening results.

Laws and Legal Rights.

We may disclose your information (including personally identifiable information) if we believe in good faith that we are required to do so in order to comply with an applicable statute, regulation, rule or law, a subpoena, a search warrant, a court or regulatory order, or other valid legal process. We may disclose personally identifiable information in special circumstances when we have reason to believe that disclosing this information is necessary

to identify, contact or bring legal action against someone who may be violating the WeCuro Terms of Service, to detect fraud, for assistance with a delinquent account, or to protect the safety and/or security of our users, the Services, or the general public.

Third Parties Generally

We may provide to third parties non-personally identifiable information, including where such information is combined with similar information of other users of the Services. For example, we might inform third parties regarding the number of unique users who use the Services, the demographic breakdown of our users of the Services, or the products and/or services purchased using the Services and the vendors of such products and services. If you opt in, we may also provide to third parties personally identifiable information. In addition to the above, when users use our Services, third parties (including without limitation third-party advertisers, analytics providers, and commercial partners) may directly collect personally identifiable and non-personally identifiable information about our users' online activities over time and across different websites. The third parties to which we may provide or who may independently directly collect personally identifiable and non-personally identifiable information may include potential or actual advertisers, providers of advertising and analytics products or services (including vendors and website tracking services), merchants, affiliates and other actual or potential commercial partners, sponsors, licensees, researchers, and other similar parties.

Contractors

WeCuro may employ independent contractors, vendors, and suppliers (collectively, "Outside Contractors") to provide specific services and products related to the Services, such as hosting and maintaining the Services, providing credit card processing and fraud screening, background screening, payroll processing, scheduling services, and developing applications for the Service. In the course of providing products or services to us, these Outside Contractors may have access to information collected through the Service, including your personally identifiable information. We use reasonable efforts to ascertain that these Outside Contractors are capable of protecting the privacy of your personally identifiable information.

Sale of Business

We reserve the right to transfer information to a third party in the event of a sale, merger or other transfer of all or substantially all of the assets of WeCuro or any of its Corporate Affiliates (as defined below), or that portion of WeCuro or any of its Corporate Affiliates to which the Services relates, or in the event that we discontinue our business or file a petition or have filed against us a petition in bankruptcy, reorganization or similar proceeding, provided that the third party agrees to adhere to the terms of this Privacy Policy.

Affiliates

We may disclose information (including personally identifiable information) about you to our Corporate Affiliates. For purposes of this Privacy Policy: "Corporate Affiliate" means any

person or entity which directly or indirectly controls, is controlled by or is under common control with Affiliates, whether by ownership or otherwise; and “control” means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies, or operations of an entity, whether through ownership of fifty percent (50%) or more of the voting securities, by contract or otherwise. Any information relating to you that we provide to our Corporate Affiliates will be treated by those Corporate Affiliates in accordance with the terms of this Privacy Policy.

Our Privacy Policy and Linking To Other Websites or Services

Links Disclaimer

WeCuro may provide you with access to other websites and services. Please be aware that we are not responsible for the privacy practices of any websites or services other than the Services. We encourage you to read the privacy policies or statements of each and every such website and service. This Privacy Policy applies solely to information collected by us through the Services.

WeCuro’s Security

WeCuro ensures your information (including personally identifiable information) remain secure. We strive to provide transmission of your information from your computer or mobile device to our servers through methods that are consistent with industry standards and to employ administrative, physical, and electronic measures designed to protect your information from unauthorized access.

Notwithstanding the above, you should be aware that there is always some risk involved in transmitting information over the Internet. There is also some risk that others could find a way to thwart our security systems. As a result, while we strive to protect your information, we cannot ensure or warrant the security or privacy of any information you transmit to us, and you do so at your own risk.

Preference and Transparency

As noted above, WeCuro does not collect any *personal information* about you unless you provide that information voluntarily by sending an e-mail, responding to a survey, legally authorized, or completing an on-line form or via our application. You may choose not to send us an e-mail, respond to a survey, revoke legal authorization, or complete an on-line form. While your choice not to participate in these activities may limit your ability to receive specific services or products through our application or website, it will not normally have an impact on your ability to take advantage of other features of the application or website, including browsing or downloading information.

Disclosure of Information Collected

The collection of information through this website and the disclosure of that information are subject to the provisions of the Internet Security and Privacy Act. Except as provided below or as otherwise authorized by law, WeCuro will only collect *personal*

information through our application, authorized third parties and website or disclose *personal information* collected through our application, authorized third parties or website if the *user* has consented to the collection or disclosure of such *personal information*. The voluntary disclosure of *personal information* to WeCuro by the *user*, whether solicited or unsolicited, constitutes consent to the collection and disclosure of the information by WeCuro for the purposes for which the *user* disclosed the information to WeCuro, as was reasonably ascertainable from the nature and terms of the disclosure.

However, WeCuro may collect or disclose *personal information* without consent if the collection or disclosure is: (1) necessary to perform the statutory duties of WeCuro, or necessary for WeCuro to operate a program authorized by law, or authorized by state or federal statute or regulation; (2) made pursuant to a court order or by law; (3) for the purpose of validating the identity of the *user*; or (4) of information to be used solely for statistical purposes that is in a form that cannot be used to identify any particular person.

Further, the disclosure of information, including *personal information*, collected through our application, authorized third parties and our website is subject to the provisions of the Freedom of Information Law and the Personal Privacy Protection Law.

WeCuro may also disclose *personal information* to federal or state law enforcement authorities to enforce its rights against unauthorized access or attempted unauthorized access to WeCuro's information technology assets.

Data Retention

WeCuro will only retain your personal data for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. We may retain your personal data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you.

To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorized use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting, or other requirements.

Access to and Correction of Personal Information Collected Via our Application and Website

Except as otherwise provided by law, any *user* may submit a request to WeCuro privacy department to determine whether *personal information* pertaining to that *user* has been collected through our application, authorized third parties and our website. Any such request shall be made in writing and must be accompanied by reasonable proof of identity of the *user*. Reasonable proof of identity may include verification of a signature, inclusion of an identifier generally known only to the *user*, or similar appropriate identification. The address of the privacy department is:

WeCuro, Inc, 107-05 Rockaway Blvd, Ozone Park, NY 11417

Except as otherwise provided by law, the privacy compliance officer shall, within five (5) business days of the receipt of a proper request, provide access to the *personal information*; deny access in writing, explaining the reasons therefore; or acknowledge the receipt of the request in writing, stating the approximate date when the request will be granted or denied, which date shall not be more than thirty (30) days from the date of the acknowledgment.

If WeCuro has collected *personal information* pertaining to a *user* through our application, authorized third parties or our website and that information is to be provided to the *user* pursuant to the *user's* request, the privacy department shall inform the *user* of his or her right to request that the *personal information* be amended or corrected under the procedures set forth in section 95 of the Public Officers Law, except as otherwise provided by law.

Confidentiality and Integrity of Personal Information Collected Through our Application and Website

WeCuro is strongly committed to protecting *personal information* collected through our application, authorized third parties and our website against unauthorized access, use or disclosure. Consequently, WeCuro limits employee access to *personal information* collected through our application, authorized third parties and website to only those employees who need access to the information in the performance of their official duties. Employees who have access to this information follow appropriate procedures in connection with any disclosures of *personal information*.

In addition, WeCuro has implemented procedures to safeguard the integrity of its information technology assets, including, but not limited to, authentication, monitoring, auditing, and encryption. These security procedures have been integrated into the design, implementation, and day-to-day operations of our application, third party agreements, and website as part of our continuing commitment to the security of electronic content as well as the electronic transmission of information.

For application and website security purposes and to maintain the availability of our application and website for all *users*, WeCuro employs software to monitor traffic to identify unauthorized attempts to upload or change information or otherwise damage our application and website.

General Disclaimer

The information provided in this privacy policy should not be construed as giving business, legal, or other advice, or warranting as fail proof, the security of information provided through our application and our website.

Information Disclaimer

Information provided on our application and website is intended to allow immediate access to our platform. While all attempts are made to provide and capture accurate, current, and reliable information, WeCuro recognizes the possibility of human and/or mechanical error. Therefore, WeCuro, its employees, officers, and agents make no representations as to the accuracy, completeness, currency, or suitability of the information provided in our application and website and deny any expressed or implied warranty as to the same.

Contact Information

For questions regarding this privacy policy, please contact:

Via e-mail: privacy@wecuro.com

Via regular mail: WeCuro, Inc, 107-05 Rockaway Blvd, Ozone Park, NY 11420

Signature : _____

Date : _____

Terms of Use

Thank you for visiting WeCuro's website (the "Site") and software applications (the "Applications" "App") and related content (Collectively, the "Services"), which are operated by WeCuro, Inc ("WeCuro" "Company" "We" or "US").

These [Terms of Use](#) ("**Terms**") state the terms and conditions governing your use of and access to the Services and constitute a legally binding contract between you and WeCuro. These Terms incorporate any additional terms and conditions added or posted by WeCuro through the Services, or otherwise made available to you by WeCuro. The Services, including any updates, enhancements, new features, or the addition of any new site, are subject to the Terms of Use.

WeCuro's [Privacy Policy](#) ("**Policy**") describes how WeCuro may use and disclose information that we may collect about all users and viewers through the Services.

Please read these Terms and Policy carefully. By using the Services, you are signifying your acceptance of these Terms and Policy. If you do not agree with our Terms and Policy, your choice is not to use the Services. By accessing or using the Services, you agree to these Terms and Policy. These Terms and Policy may change from time to time, and we may notify you of such changes by any reasonable means, including posting revised Terms and Policy through the Services. Your continued use of the Services after we make changes is deemed to be acceptance of those changes. Please note that changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Terms or Policy incorporating such changes, or otherwise notified you of such changes.

In the event of a conflict between these Terms and/or Policy, and any other applicable terms or agreement fully executed by you and WeCuro ("**Other Terms**"), the Other Terms shall control.

The "[Last Update](#)" date indicates when these Terms were last changed. We may, at any time and without liability, modify or discontinue all or part of the Services (including access to the Services via any third-party links); or offer opportunities to some or all Services users. Any changes will become effective when we post the revised Terms or Policy on the Services. Your use of the Services following these changes means that you accept the revised Terms. Please check the [Terms](#) and [Policy](#) periodically for updates.

WeCuro is not a law firm and does not provide legal advice or representation.

1. ACCEPTANCE OF TERMS

The services that WeCuro provides to you through the Services are subject to these Terms of Use. WeCuro reserves the right to update the Terms of Use at any time without notice to you. The most current version of the Terms of Use can be reviewed by clicking on the [“Terms of Use”](#) link located at the bottom of our sites. If you don’t agree to these Terms of Use, you must stop using the Services.

By using the Services, you affirm that you are of legal age to enter into these Terms. If you are an individual accessing or using the Services on behalf of, or for the benefit of, any corporation, partnership, or other entity with which you are associated (an **“Organization”**), then you are agreeing to these Terms on behalf of yourself and such Organization, and you represent and warrant that you have the legal authority to bind such Organization to these Terms. References to “you” and “your” in these Terms will refer to both the individual using the Site and to any such Organization.

The Services are controlled or operated (or both) from the United States and are not intended to subject WeCuro to any non-U.S. jurisdiction or law. The Services may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of the Services are at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit the Services’ availability at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose.

2. USE IN GENERAL

WeCuro’s Terms and Policy do not, and will not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and us. If any provision of these Terms and Policy is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from these Terms and Policy and will not affect the validity and enforceability of any remaining provision. You may not transfer, assign, or sublicense any or all of your rights or obligations under these Terms and Policy without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under these Terms without restriction. No waiver by either party of any breach or default under these Terms and Policy will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular will have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in these Terms will be construed as if followed by the phrase “without limitation.” These Terms and Policy, including any terms and conditions incorporated herein, constitute the entire agreement between you and WeCuro relating to the subject matter hereof, and supersede any and all prior or contemporaneous written or oral agreements or understandings between you and WeCuro relating to such subject matter. Notices to you (including notices of changes to these Terms and Policy) may be made via posting to the Services or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of these Terms and Policy and of any notice given in electronic form will be admissible in judicial or

administrative proceedings based upon or relating to these Terms and Policy to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. WeCuro will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.

3. LICENSE, PERSONAL AND NON-COMMERCIAL USE

Subject to and conditioned on your compliance with these Terms, WeCuro grants you a limited, non-exclusive, non-transferable, non-assignable, revocable license to access and use the Services, and to download copies of the materials that we make available for download on the Services and third parties, in each case solely for your personal and non-commercial use. You may NOT Use the Services for any commercial purpose, or for any purpose that is fraudulent or otherwise tortious or unlawful.

The Services, including all content, information, and materials incorporated into or made available through the Services, are the exclusive property of WeCuro or its authorized affiliates, and is protected by U.S. and international law. Unless otherwise specified, the Services are for your personal and non-commercial use. You may NOT modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products, or Service obtained from the Services. You agree NOT to access or use the Services, or any content, information, or materials incorporated into or made available through the Services, except as expressly permitted under these Terms.

All trademarks, service marks, and logos displayed on the Site (the **“Marks”**) are the exclusive property of WeCuro or their respective third-party owners. Except for your right to view Marks on our Services, you are not granted any rights to the Marks. Nothing in the Services grant, by implication, estoppel, or otherwise, any license or right to use any Marks displayed on the Services.

4. USER ACCOUNT, PASSWORD, SECURITY, AND SUBMITTED MATERIALS

The Services requires you to register for an account, you must complete the registration process by providing us with current, complete, and accurate information as prompted by the applicable registration form. You will choose a password and a username. You are also responsible for the security of and any use or misuse of your username or password. You are entirely responsible for maintaining the confidentiality of your password and account, frequently update and revise your password. Furthermore, you are entirely responsible for all activities that occur under your account. You agree to notify WeCuro or [Contact Us](#) immediately of any unauthorized use of your account or any other breach of security. WeCuro will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by WeCuro or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder. You must be at least 18 years old to use the Services.

The Services include functionality to enable you to upload your résumé and/or other employment information and other personal information and may also enable you to submit comments and

materials through interactive features such as message boards and other forums, and chatting, commenting and other messaging functionality (all such résumés, information, comments, and materials are “**Submitted Materials**”). For clarity, you retain ownership of your Submitted Materials. You hereby grant WeCuro a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use and exploit such Submitted Materials, in any format or media now known or hereafter developed, and for any purpose (including promotional purposes, such as testimonials).

In addition, if you provide to us any ideas, proposals, suggestions, or other materials (“**Feedback**”), whether related to the Services or otherwise, such Feedback will be deemed Submitted Materials, and you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place WeCuro under any fiduciary or other obligation.

You represent and warrant that you have all rights necessary to grant the licenses granted in this section, and that your Submitted Materials, and your provision thereof through and in connection with the Services, are complete and accurate, and are not fraudulent, tortious, or otherwise in violation of any applicable law or any right of any third party. You further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding each Submission that you may have under any applicable law under any legal theory.

WeCuro may (but has no obligation to) screen, monitor, evaluate and remove any Submitted Materials at any time and for any reason, or analyze your access to and use of the Services. We may disclose information regarding your access to and use of the Services, and the circumstances surrounding such access and use, to anyone for any reason or purpose.

For clarity, certain information that you provide to WeCuro through the Services may also be governed by WeCuro’s Privacy Policy. You represent and warrant that any information you provide in connection with the Services are and will remain accurate and complete, and that you will maintain and update such information as needed. See our Privacy Policy at http://www.wecuro.com/privacy_policy relating to the collection and use of your personal information on the Services.

5. NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Services, you will NOT use the Services for any purpose that is unlawful or prohibited by these terms, conditions, policy, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any WeCuro server, or the network(s) connected to any WeCuro

server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any WeCuro server or to any of the Services, through hacking, password mining or any other means. Insert or permit to be inserted, any malicious or harmful software into the Site, including but not limited to any software designed to (a) make unauthorized changes to or cause damage to the Site or Third-Party Materials as defined below; (b) copy, provide unauthorized access to, or prevent authorized access to the Site; or (c) prevent detection of any unauthorized invasion of the Site ("**Malware**"). You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

In addition, you may NOT:

- Post, transmit or otherwise make available through or in connection with the Services any materials that may be: (a) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.
- Post, transmit or otherwise make available through or in connection with the Services any materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.
- Harvest or collect information about users of the Services.
- Restrict or inhibit any other person from using the Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Services.
- Create a false identity for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory or list of users of the Services or other user or usage information or any portion thereof.
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Services except as expressly authorized herein.
- Reverse engineer, decompile or disassemble any portion of the Services, except where such restriction is expressly prohibited by applicable law.
- Remove any copyright, trademark or other proprietary rights notice from the Services.
- Frame or mirror any portion of the Services, or otherwise incorporate any portion of the Services into any product or service.
- Download any file posted by another user that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, or distributed in such manner. Also, you may NOT systematically download and store Site content.

- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another. Use any robot, spider, Service search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather Service content or reproduce or circumvent the navigational structure or presentation of the Services, without WeCuro's express prior written consent. WeCuro reserves the right to revoke such permission either generally or in specific cases, at any time and without notice.

WeCuro reserves the right at all times to disclose any information as WeCuro deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in WeCuro's sole discretion.

6. COMMUNICATION SERVICES USE

The Services may contain chat areas, news groups, forums, communities, calendars, file cabinets or other message that may allow you to communicate with others (each a "Communication Service" and collectively "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service.

WeCuro reserves the right to review materials posted to the Communication Services and to remove any materials in its sole discretion. WeCuro reserves the right to terminate your access to any or all of the Communication Services at any time, without notice, for any reason whatsoever.

Always use caution when giving out any personally identifiable information about yourself or your children in any Communication Services. WeCuro specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Services. Materials uploaded to the Communication Services may be subject to posted limitations (Ex. HIPAA regulations) on usage, reproduction, or dissemination; you are responsible for adhering to such limitations if you download the materials.

7. THIRD-PARTY MATERIALS

Our Services may make available or provide links to third party websites, content, Services, or information ("**Third Party Materials**"). The Linked site are not under the control of WeCuro and WeCuro is not responsible for, any Third-Party Materials, the availability of any Third-Party Materials, or any changes or updates to the materials on Third-Party sites, and the Services does not imply endorsement of, or affiliation with the provider of Third-Party Materials. WeCuro provides these links as a convenience. Your use of Third-Party Materials is at your own risk.

8. WARRANTIES AND DISCLAIMERS

WeCuro provides its Services using a commercially reasonable level of care and will do our best to make sure you enjoy the Services. While we try to maintain the timeliness, integrity and security of the Services, there are certain things that we do not promise about Services. The Services may include inaccuracies, errors and materials that violate or conflict with these Terms. Additionally, third parties may make unauthorized alterations to the Services.

Further, without limiting the foregoing, WeCuro (1) does not guarantee that you will receive any employment or job offers through the Services; (2) will not be responsible for any employment offers or listings, employment screenings, employment decisions, or actual employment presented by third parties; and (3) is neither your employer nor your agent based solely on your usage of the Services. You must use your own judgment in evaluating any prospective employers and any Third-Party Materials.

THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, AND WECURO EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE, AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OR TRADE. SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

9. LIABILITY FOR OUR SERVICES

EXCEPT WHERE PROHIBITED, YOU AGREE WECURO WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE OR DATA, LOSS OF OTHER INTANGIBLES, OR LOSS OF SECURITY OF SUBMITTED MATERIALS (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY SUBMITTED MATERIALS), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. WITHOUT LIMITING THE FOREGOING, YOU FURTHER AGREE WECURO WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SERVICES OR FROM ANY THIRD-PARTY MATERIALS, INCLUDING FROM ANY MALWARE OR ANY VIRUS, WORM, HACK, OR MALICIOUS SOFTWARE THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH. YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICES IS TO STOP USING THE SERVICES. YOU AGREE THE MAXIMUM AGGREGATE LIABILITY OF WECURO FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL BE \$99.

Applicable law may not allow for limitations on certain implied warranties, or exclusions or limitations of certain damages; solely to the extent that such law applies to you, some or all of the

above disclaimers, exclusions or limitations may not apply to you, and you may have certain additional rights.

10. COPYRIGHT INFRINGEMENT AND REMOVAL

WeCuro respects the intellectual property rights of third parties. The Digital Millennium Copyright Act of 1998 17 U.S.C. § 512 (the “**DMCA**”) provides recourse for copyright owners who believe that material appearing on the internet infringes their rights under U.S. copyright law. If you or your agent believe that your work has been copied in a manner that constitutes intellectual property infringement, including claims of copyright infringement, please contact WeCuro and provide a written notice by mail, e-mail, or fax, requesting that WeCuro remove such material or block access to it.

WeCuro reserves the right to delete or disable content alleged to violate copyright laws or the applicable terms covering use of the Site and Services. WeCuro will terminate the account of copyright or terms violators.

If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send to WeCuro a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA.

See <http://www.copyright.gov/> for details. Notices and counter-notices must be sent in writing to:

WeCuro Inc., 107-05 Rockaway Blvd, Ozone Park, NY 11417

Email: legal@wecuro.com

Phone: (855) 946-6335

11. TERMINATION

WeCuro may terminate or suspend your access to the Services at any time, with or without cause or notice, including if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms. Upon any such termination or suspension, (1) your right to access and use the Services will immediately cease; (2) WeCuro may immediately deactivate or delete your user name, password and account; (3) WeCuro will be under no obligation to maintain or provide you with access to any materials associated with your account (including Submitted Materials), and may retain or delete such materials in WeCuro’s sole discretion; and (4) except for the license granted to you to access and use the Services, the remaining provisions of these Terms will survive and continue in effect.

12. JURISDICTION

WeCuro’s Terms and Policy are governed by, and will be construed in accordance with, the laws of the state (1) where you use or access the Services, or (2) if there is a dispute relating to your consideration for hire or your hiring, the state in which the employment opportunity at issue is located.

13. CANDIDATES

Users who register as candidates on the WeCuro Services ("CANDIDATES") to whom we extend employment Services may register with WeCuro on the Services. As part of the registration process, we may require you to provide us with certain information including, but not limited to, your resume, name, email address, phone number, work history, education, experience, and geographic location (the "**Candidate Information**").

Once registered, you may be able to:

- View the status of your application and provide additional information;
- review and update employment criteria and preferences, upload and update your resume, update your availability;
- view employment opportunities, receive alerts;
- accept or reject employment opportunities;
- update your contact and certain personal information;
- view Customer recommendations; and
- review and submit time reports, documentation of Services provided, for WeCuro or authorized Third-Party currently working on assignment with you.

Authorization and Certification

You authorize WeCuro, Customers, and their authorized Third-Party to make investigations and inquiries into your employment and educational history and other related matters as may be necessary in arriving at an employment decision. WeCuro may use a third-party vendor to perform investigations/inquiries such as background checks. If a third-party vendor is used, you will be provided additional disclosures and authorization forms as required by applicable laws prior to a third party performing such investigations/inquiries.

You release employers, schools, other persons and authorized third-parties from all liability in responding to inquiries connected with your application and you specifically authorize the release of information by any schools, businesses, individuals, Services or other entities listed by you in the Candidate Information. Furthermore, you authorize WeCuro and its authorized third parties to release any reference information to certain Customers who request such information for purposes of evaluating your credentials, skills and experience and you acknowledge that certain Customers may reach out to you directly.

You certify as to the accuracy of the Candidate Information and in any resume or other work history information. You understand that any misstatement of fact may cause you to be refused employment by WeCuro, Customer, to lose your employment once hired by WeCuro, Customer, or may result in removal of your account from the Services. You are responsible to keep Candidate Information accurate, complete, and up to date at all times.

No Charge

There is NO charge for Candidates to use the Services. Neither WeCuro nor Customers will require a payment from you.

Confidentiality

You agree that by using the Services as a Candidate, WeCuro or authorized Third-Party may contact you via the phone number (via text or call) provided to WeCuro, including cell phone numbers. You also agree that by using the Services, WeCuro may provide you with employment opportunity or general employment information by direct connect via our software application or sending email to you at the email address provided to WeCuro.

You agree that you are solely responsible for all activities undertaken within your Candidate account, including but not limited to any additional Services incurred for extending or otherwise modifying accepted assignments.

14. CUSTOMERS

Customers of WeCuro ("Customer") to whom we deliver services may register with WeCuro on the Services. Once registered, you may be able to:

- create new order requests (Ex On Demand Caregiver Request)
- review and modify existing order requests:
- review details for each order request, including Candidate information;
- update your contact information and personal information;
- view Candidate recommendations; and
- review and approve time reports for WeCuro personnel or authorized Third-Party currently working with you.

You agree that you are solely responsible for all activities undertaken within your Customer account, including but not limited to any charges and additional fees incurred for extending or otherwise modifying order request and creating new order requests.

PAYMENTS VIA THE SERVICES

If you wish to pay for order requests or outstanding invoice through the Services (each such payment, a "**Transaction**"), you may be asked to supply certain information relevant to your Transaction including, without limitation, your bank information routing number, bank account number, bank account type, credit card number, card verification number, the expiration date of your credit card, your billing address, billing phone number, and email. YOU REPRESENT AND WARRANT THAT YOU

HAVE THE LEGAL RIGHT TO USE ANY BANK ACCOUNT INFORMATION OR CREDIT CARD(S) OR OTHER PAYMENT METHOD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION. To process your payment, WeCuro uses Paymentech, LLC PAYMENT PROCESSOR, an independent third party and subsidiary of JPMorgan Chase Bank, N.A. Paymentech controls the security and performance of its payment processing Services. Please refer to the Paymentech terms, conditions and privacy policies governing your payment located at <https://merchantservices.chase.com>. Verification of information may be required prior to the acknowledgment or completion of any Transaction. WeCuro, our agents or authorized Third-Party may call or contact you regarding your account or your Transactions. You agree that we may place such calls or contact you relating to the Transaction.

15. **WECURO MOBILE APPLIATION**

Users of the WeCuro App (the “App”) agrees to these additional terms stated in this section entitled “WECURO MOBILE APPLICATION.”

Account and Password

We will be entitled to assume that anyone logging into your account on the App using your username and password is either you or someone logging in with your permission. If you fail to keep your username and password confidential, or if you share your username and password with someone else (whether intentionally or unintentionally), you accept full responsibility for the consequences of this. We will not be responsible to you for any loss that you suffer as a result of an unauthorized person accessing your account and/or using our App and we accept no responsibility for any losses or harm resulting from its unauthorized use, whether fraudulently or otherwise.

You understand that if you delete your account or the App from your device, or if we delete your account in accordance with these Terms, you may lose access to any data previously associated with your account (including, without limitation, your job applications and work history).

Push Messages

If you download the App, you may receive push notifications sent to you outside or inside the mobile application which may include alerts, badges, banners, and sounds (“**Push Messages**”). If you agree to allow Push Messages, then the App will generate Push messages on your mobile device. You may control the Push Messages in your devices or the mobile application’s settings. Some of the Push Messages may be related to your location. Your carrier may charge standard data and other fees for use of Push Messages, and these fees may appear on your mobile bill or be deducted from your pre-paid balance. Your carrier may prohibit or restrict certain Push Messages and certain Push Messages may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues. You may discontinue Push Messages in your devices or the mobile application’s settings or by deleting the mobile application. We may collect information related to your use of Push Messages. If you have registered for Push Messages, you agree to notify us of any changes to your mobile number, as applicable, and update your account on the mobile application to reflect this change.

16. CLOCK-IN CLOCK-OUT TIME REPORTING SYSTEM

The Clock-In Clock-Out Time Reporting System is an online/mobile tool that allows WeCuro's employees, contractors, and business clients to enter, review, and approve time reports (the "**System**"). "**Employee**" refers to users of the System who are employed by WeCuro. The term "**Contractor**" refers to users of the System who are working as independent contractors through WeCuro. Within this section entitled "CLOCK-IN CLOCK-OUT TIME REPORTING SYSTEM," the term "**Customer**" refers to users of the System who are business clients of WeCuro. If you are NOT an authorized Employee, Contractor, or Customer in the United States, please do not use the System. Unauthorized access or usage is strictly prohibited, and violators are subject to civil liabilities and criminal prosecution.

Direct Deposit

If you are an Employee or Contractor, you may receive payment of wages using a variety of methods including direct deposit. You may also update your direct deposit information or enter new direct deposit information. You may make changes to your default payment method in the WeCuro app on your phone by going to the Direct Deposit section of the application. You are responsible for maintaining the accuracy of information we have on file, and you consent to WeCuro updating such stored information from time to time based on information provided by you, your bank, or other payments Services providers. You will only provide to us information about payment methods that you are authorized to use. Your bank may charge you a fee for using direct deposit, which you are solely responsible for.

Data Entry and Approval

Employee and Contractor Data Entry

If you are an Employee or Contractor, you certify that the days and hours entered on the Clock-In Clock-out System are correct, complete, and were worked by you. You understand that a misstatement of fact may cause you to lose your employment or contract with WeCuro or authorized third-party or may result in removal of your account from the System.

Customer Data Entry

You understand that a misstatement of fact may cause WeCuro to discontinue providing Services or may result in removal of your account from the System.

General Data Entry Terms

By submitting your start of service and end of service time, comments, data and/or documentation of service information to the System (the "**Clock-In Clock-Out Information**"), you hereby grant WeCuro a perpetual, non-exclusive, irrevocable, royalty free, worldwide license and right to use, copy, modify, display, distribute, download, store, reproduce, transmit, publish, transfer, adapt, create derivative

works in any manner, by any means, in entirety or a portion of, of your Clock-In Clock-out Information.

You acknowledge and accept that WeCuro will share the Clock-In Clock-Out Information with third parties for WeCuro's business purposes, including but not limited to WeCuro's business clients, advisors, authorized third parties, and consultants. WeCuro will not sell your Clock-In Clock-Out Information to any third party for marketing purposes.

Account Security

You are entirely responsible for the security of your password and for any use of your account of the System. You shall promptly notify WeCuro of any unauthorized use of your password or account.

If you are an Employee, Contractor or Customer:

- Email: admin@wecuro.com
- Phone: (855) 946-6335

17. CONTACT US

If you have any questions or complaints about the Terms or the Privacy Policy, or if you would like to update any personal information you have provided to us, please contact us at the mailing address or email address below.

Mailing Address:

WeCuro, Inc., 107-05 Rockaway Blvd, Ozone Park, NY 11417

Email Address: admin@wecuro.com

Signature :

Date :

Mutual Agreement to Arbitrate

This Agreement is entered into between WeCuro, Inc. ("WECURO" as additionally defined below) and you ("you", "your", or "I") (collectively the "Parties" and each a "Party"), in consideration of the mutual promises contained herein and, as applicable, one or more of the following:

- (i) your use of WECURO's Website and Services as defined in the Privacy Policy (to which you must also agree) or arising from the Terms of Use or Privacy Policy;
- (ii) your use of WECURO's online marketplace, application, or related tools;
- (iii) your engagement or continuing engagement with WECURO; and
- (iv) your employment or continuing employment with WECURO.

For purposes of this Agreement, the term "WECURO" expressly includes WeCuro, Inc., and their subsidiaries or affiliates and their respective officers, and directors; and for engagements or employment, their clients to or for which you provide services, provided the client has elected to be an Electing Client as described another agreement between you and WECURO or is a beneficiary of this Agreement, as determined by applicable law. You and WECURO intend for WECURO's clients to be third party beneficiaries of this Agreement.

In any business relationship, disputes sometimes arise that need to be resolved in a formal proceeding. In order to resolve any future disputes that may arise between you and WECURO without the costly expense and lengthy delays typically associated with court actions, you and WECURO agree as follows:

1. Agreement to Arbitrate Claims. Except for Excluded Claims as described in paragraph 5 below, both you and WECURO agree that any claim that you may have against WECURO or that WECURO may have against you shall be submitted to and determined exclusively by a single, neutral arbitrator through to final and binding arbitration, and not to any court, with the American Arbitration Association ("AAA"). The AAA arbitrator shall be chosen by mutual agreement between the parties or if the parties cannot agree, in accordance with the AAA Arbitration Rules. The parties may, by mutual written agreement, agree to use some other arbitrator or arbitration service, such as JAMS.

2. Arbitration Rules.

(a) For commercial disputes, the arbitrator will follow the version of the AAA's "Commercial Arbitration Rules and Mediation Procedures" in effect at the time a demand for arbitration is filed. The most recent Commercial Arbitration Rules and Mediation Procedures are currently available online at <https://www.adr.org/Rules>. Please see the AAA homepage or call AAA for questions regarding which commercial rules are in effect when a demand for arbitration is filed.

(b) For employment disputes, the arbitrator will follow the version of the AAA's "Employment Arbitration Rules and Mediation Procedures" then in effect at the time the demand for arbitration is filed. A copy of the current AAA rules can be obtained at the following website: <https://www.adr.org/Rules> (a copy of which are attached hereto as Exhibit A and incorporated fully as though set forth herein. Note that the web addresses are

subject to change; you can visit the AAA's homepage (<https://www.adr.org>) or call the AAA at 1.800.778.7879 to ask which rules are in effect when a demand for arbitration is filed.

(c) For any other disputes, the arbitrator shall follow the applicable AAA rules as determined by the arbitrator.

3. Claims Covered by This Agreement. The claims that are to be arbitrated under this Agreement are any claims that arise between you and WECURO (the "Covered Claims") except for the Excluded Claims as defined in paragraph 5 below. For illustration, the Covered Claims include but are not limited to any dispute relating to your relationship with WECURO or your use of a WECURO product or services arising out of or related to any claims for/under tort, bad faith, breach of contract, defamation, breach of covenant of good faith and fair dealing, promissory estoppel, negligence or other breach of duty, breach of public policy, violation of a privacy or cybersecurity law or regulation, unfair or deceptive act or practice, misclassification, wrongful discharge, and all claims under federal, state, and local laws, ordinances, regulations or orders, claims of discrimination, retaliation, or harassment under applicable federal, state or local laws, claims under any federal, state, or local leave laws, and all other claims. The Covered Claims further include any dispute arising out of or relating to the interpretation or application of this Agreement including the enforceability, revocability, or validity of this Agreement, and the Parties delegate authority to decide those issues solely to the arbitrator. Both WECURO and you are giving up any right to have a judge or jury decide the Covered Claims.

4. Class Action, Collective Action, and Representative Action Waiver. You and WECURO agree that any proceedings pursuant to this Agreement will be conducted on an individual basis only and that Covered Claims by you or by WECURO may only be brought in the Party's individual capacity, may not be brought on a class action, collective action, class or collective arbitration or representative basis, and may not be consolidated with other persons or entities, and that you and WECURO hereby waive your respective rights to participate in any and all class actions, collective actions, class or collective arbitrations, and/or other representative actions, including participating as a named plaintiff or as a member of a class action, collective action, and/or other representative action (the "Class Action Waiver").

The Class Action Waiver shall be severable from this Agreement for any Covered Claims in which the Class Action Waiver is found to be unenforceable. In such instances, the class action, collective action, or representative action claim shall be litigated in a civil court of competent jurisdiction.

5. Excluded Claims. The following claims are not subject to arbitration (the "Excluded Claims"):

- (a) claims for workers' compensation benefits, but not retaliation claims arising out of or relating to claims for workers' compensation benefits,
- (b) claims for unemployment compensation benefits,
- (c) claims under the National Labor Relations Act, as amended, within the exclusive jurisdiction of the National Labor Relations Board,

- (d) claims brought under the Private Attorneys General Act, California Labor Code sections 2698 et seq. ("PAGA"),
- (e) any claim that is expressly precluded from arbitration by a federal, state, or local statute or regulation that is not preempted by the Federal Arbitration Act ("FAA").

Further, nothing in this Agreement shall be interpreted to prohibit you from filing a charge, complaint or claim with the Equal Employment Opportunity Commission, the National Labor Relations Board, the U.S. Department of Labor, the Occupational Safety and Health Commission, or any other federal, state, or local administrative agency to the extent that by law, you may not be prohibited from filing such a charge, complaint, or claim.

6. Arbitration Procedure. The arbitrator alone and not a court shall have jurisdiction to decide his or her jurisdiction, any questions as to the arbitrability of any claims, whether an agreement to arbitrate exists and is valid, and whether the agreement to arbitrate covers the dispute in question. Provided, however, that to the extent any Covered Claims subject to this Agreement are brought as a class action, collective action, or representative action and the arbitrator finds the Class Action Waiver set forth in paragraph 4 is unenforceable, the arbitrator shall not have jurisdiction to hear or arbitrate any such Covered Claims on a class action, collective action, or representative action basis. In such instances, the class action, collective action, or representative action must be litigated in a civil court of a competent jurisdiction. The arbitrator will be permitted to award only those remedies in law or equity that are requested by the parties and allowed by local, state, and/or federal substantive law applicable to the Covered Claim(s).

7. Arbitrator's Decision is Final. You understand and agree that the arbitrator's ruling will state the facts and the law on which the decision is based, will be final and binding on both you and WECURO and any other party in the arbitration proceeding, and cannot be reviewed for error of law or legal reasoning of any kind. A judgment upon an award rendered by the arbitrator may be entered in any court of competent jurisdiction.

8. Interim Measures. The AAA rules govern each Party's ability to seek interim measures. Such rules are adopted here.

9. Administrative Remedies / Statute of Limitations. If you or WECURO fail to make a written request for arbitration within the statute of limitations period applicable to a Covered Claim under applicable law or otherwise fail to comply with the administrative prerequisites to filing certain types of claims, you and/or WECURO will have waived the right to raise that claim in any forum. In the event that you or WECURO should file an action in court in violation of this Agreement, that court shall require the Parties to arbitrate all Covered Claims, unless Excluded Claims under paragraph 5.

10. Witnesses and Evidence. You and WECURO will have the right to conduct discovery in accordance with the AAA rules.

11. Cost of Arbitration and Legal Fees. The cost of arbitration will be paid by WECURO, except that you will be required to pay the initial filing fee to the extent that the filing fee does not exceed the fee to file a complaint in state or federal court. WECURO will pay for

the balance of the arbitrator's fees and all administrative costs related to the arbitration. The Parties will each bear their own costs for legal representation, discovery, deposition, expert witnesses, and other legal costs ordinarily borne by a Party in litigation, provided, however, that the arbitrator shall have the authority to require one Party to pay the costs and fees for the other Party's representation during the arbitration, but only to the extent permitted under relevant federal or state laws, as a part of any remedy that may be ordered.

12. Miscellaneous Agreement Provisions

(i) **Modifications and No Waiver of Covered Claims.** Any change, alteration, revision, or modification to this Agreement and any waiver or cancellation of this Agreement must be in writing, agreed to by both Parties. If either you or WECURO fails to assert a claim under this Agreement, that does not affect either your or WECURO's rights to assert another similar claim under the Agreement. No agreements or representations regarding the subject matter hereof, oral, or otherwise, express, or implied, have been made by either Party which are not set forth expressly in this Agreement.

(ii) **Law Governing this Arbitration Agreement.** The Parties expressly agree and acknowledge that this Agreement, including but not limited to the Class Action Waivers set forth in paragraph 4, shall be governed by and interpreted in accordance with FAA.

(iii) **Severability.** Except as otherwise provided in this Agreement, if any part of this Agreement is found to be not valid or not enforceable, that part shall be stricken, and the remainder of the Agreement shall remain in full force and effect.

(iv) **Survival.** This Agreement shall survive termination of your business relationship with WECURO and shall apply to all Covered Claims other than Excluded Claims as specified in paragraph 5, regardless of whether the asserted are during your business relationship with WECURO, or after your services for WECURO and such relationship has terminated.

(v) **Entire Agreement.** This Agreement is the entire agreement between you and WECURO regarding the adjudication of Covered Claims. It supersedes any previous agreements or understandings between you and WECURO regarding the adjudication of Covered Claims. You agree that you are not executing this Agreement in reliance on any promises or representations other than those contained in the Agreement.

13. You Agree to this Mutual Agreement to Arbitrate.

By affirmatively agreeing to the Mutual Agreement to Arbitrate and/or accessing, registering, using, or continuing to use one or more of WECURO's Websites and Services, you agree that:

- (i) YOU INTEND TO CONDUCT BUSINESS ELECTRONICALLY.
- (ii) YOU HAVE READ THIS AGREEMENT.

(iii) YOU HAVE BEEN PROVIDED SUFFICIENT TIME TO READ THE AGREEMENT AND CONSULT AN ATTORNEY.

(iv) THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY BOTH PARTIES.

(v) YOU UNDERSTAND THAT THIS AGREEMENT REQUIRES THAT DISPUTES THAT INVOLVE THE MATTERS SUBJECT TO THIS AGREEMENT BE SUBMITTED TO ARBITRATION AND NOT TO A JUDGE OR A JURY.

(vi) YOU UNDERSTAND AND AGREE THAT BOTH WECURO AND YOU ARE WAIVING THE RIGHT TO HAVE DISPUTES COVERED BY THIS AGREEMENT HEARD OR TRIED BY A JUDGE OR JURY.

IF YOU DO NOT AGREE TO THIS AGREEMENT, STOP USING THE WEBSITE, PRODUCTS, AND SERVICES IMMEDIATELY.

Printed Name : _____

Signature :

Date : _____

**CONSENT TO RECEIVE, REVIEW, ACCESS, SIGN &
AUTHENTICATE CERTAIN DOCUMENTS, FORMS,
LETTERS, & OTHER INFORMATION ELECTRONICALLY
("E-Signature Consent")**

PLEASE READ THE FOLLOWING CAREFULLY

By entering your full name below, you are agreeing to electronically access, receive, review, sign, and authenticate certain documents, forms, and/or letters ("Materials") covered by the federal Electronic Signatures in Global and National Commerce Act ("E-SIGN"), various state electronic transactions acts ("ETAs") and/or the separate state laws of Illinois, New York, and Washington, including but not limited to the following Materials:

- (a) Background check disclosures, information, policy, terms and authorizations;
- (b) New York Article 23-A;
- (c) Pre-Adverse Action letter;
- (d) Summary of Rights under the federal Fair Credit Reporting Act;
- (e) Summary of Rights under applicable state law;
- (f) A copy of your background check/report;
- (g) Adverse Action letter;
- (h) Any other background check communication or disclosure;
- (i) Offer Letter or independent contractor agreement;
- (j) I-9 form; and/or,
- (k) Any other employment-related or contractor related documents (e.g., wage statements, commission plans, contract rates, etc.).

This E-Signature Consent applies to all Materials, both current and future, related to your employment with WeCuro, Inc.

By entering your full name below, you are agreeing that your electronic signature is the equivalent of your handwritten (or wet) signature, with all the same legal and binding effect. In certain cases throughout your employment or independent contractor agreement you may be asked to click buttons labeled "I Agree", "I Acknowledge," or using similar words, or otherwise electronically to acknowledge, accept, review, etc. Materials. This E-Signature Consent applies to those instances as well. You also understand that, in its sole discretion, WeCuro, Inc may mail, hand-deliver, communicate, or otherwise send you hard-copy Materials.

You may obtain a paper copy of any electronic Materials, including ones already or to be accessed, received, reviewed, and/or signed electronically, by sending a written request to WeCuro, Inc, 10705 Rockaway Blvd, Ozone Park, NY 11417. You will be charged a reasonable fee to cover the costs of providing a paper copy.

You may withdraw your consent to receive, review, access, sign, and authenticate any additional electronic Materials at any time by canceling this E-Signature Consent. You may cancel this E-Signature Consent and withdraw your consent now by not completing the E-Signature Consent form and exiting the system. You may cancel this E-Signature Consent and

withdraw your consent in the future by sending a written cancellation request to WeCuro, Inc, 10705 Rockaway Blvd, Ozone Park, NY 11417 or by calling WeCuro, Inc at 1-855-956-6335. Any withdrawal of your consent will be effective after a reasonable period of time in order for WeCuro, Inc to process validity, effectiveness, or enforceability of (a) any authorization, consent, or e-signature provided by you prior to the effective date of your withdrawal or (b) any document, form, letter, etc. that was provided or made available to you in electronic format prior to the effective date of our withdrawal. Withdrawal of your consent format prior to the effective date of your withdrawal. Withdrawal of your consent (i.e. canceling this E-Signature Consent) also will not relieve you from the obligation to complete the required Materials. Withdrawal/ canceling will require you to receive, review, access, sign, and authenticate these Materials in hard copy instead of electronically. Receiving, reviewing, accessing, signing, and authenticating certain Materials in either electronic or hard copy is a condition of initial and/or continued employment.

You must update WeCuro, Inc regarding the information necessary to contact you electronically (including your personal email address) by calling WeCuro, Inc at 1-855-946-6335.

If you are employed, WeCuro, Inc may electronically send Materials to your WeCuro, Inc email address or your personal email address, at its discretion.

To access these electronic Materials, you must have (a) a personal computer or mobile device and an operating system capable of receiving, accessing, displaying, and either printing or storing information, (b) an Internet connection, and (c) an acceptable Internet Browser Software. If you are able to see this E-Signature Consent, your hardware and software should allow you to access these electronic Materials.

To retain any of these electronic Materials, you may either print or download them. To print these Materials, you will need a printer connected to your computer. To download these Materials, you will need a printer connected to your computer. To download these Materials, you will need an available storage medium, like a hard drive on your computer or a removable thumb drive. To print these Materials on your mobile device, you will need a printer linked with your device (e.g., via Wi-Fi, Bluetooth®, etc.) and/or an application (app) that allows for printing. To store these Materials on your mobile device you will need (1) sufficient storage space on your mobile device and (2) an app or function that allows for the capture of electronic data (e.g., a screenshot). Please follow the instructions for your particular computer operating system and/or software to print and/or to download these Materials. Each individual screen may need to be printed and/or downloaded separately. If you have trouble printing and/or downloading, please contact the manufacturer of your personal computer or mobile device, computer operating system, web browser, app, or other relevant software or another information source of your choosing.

By entering my full name below, I understand that I am:

1. Confirming that I can access this E-Signature Consent.
2. Confirming that I have an email address and that the computer I intend to use to access documents electronically has the hardware and software requirements

described in this E-Signature Consent, to access and to retain these electronic Materials.

3. Agreeing to electronically access, receive, review, sign, and authenticate Materials related in any way to my employment with WeCuro, Inc, in place of hard copy/paper documents and handwritten signatures.
4. Confirming that I understand how to cancel this E-Signature Consent, should I ever want to do so.
5. Consenting to update WeCuro, Inc regarding the information necessary to contact me electronically (including my personal email address) by calling WeCuro, Inc at 1-855-946-6335.
6. Agreeing that I have read, understand, and agree to all statements, agreements, and acknowledgements in this E-Signature Consent.

Do Not E-Sign Until You Have Read The Above Statement.

By my e-Signature below, I certify that all of the foregoing information I have provided, and any attached documents, are complete, accurate and truthful, and I understand that any omission or misrepresentation of fact may result in the immediate termination of any consideration to my application. To the extent the information that I have provided, and any attached documents, become incomplete or inaccurate in any manner, or circumstances change such that my response(s) to any of the requests or questions on this form would need to be modified, I understand and agree that I have an obligation to immediately notify WeCuro, Inc of such change(s). I also certify that I have read and fully understand and accept all the terms contained herein.

Name : _____

Signature :

Date : _____