

# 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](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 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](mailto: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](mailto: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](mailto:admin@wecuro.com)

Signature :

Date :