

TERMS OF SERVICE

November 1, 2018

IMPORTANT NOTICE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER. IT AFFECTS YOUR LEGAL RIGHTS AS DETAILED IN THE ARBITRATION AND CLASS ACTION WAIVER SECTION BELOW. PLEASE READ CAREFULLY.

Terms of Access

This Terms of Use Agreement ("Terms") govern your access to, use of, and participation in the Outlets made available by Crews Now Inc. ("Crews Now," "we," "our," or "us") including Crew Services obtained from or provided to other users. PLEASE READ THE TERMS THOROUGHLY AND CAREFULLY. BY USING THE OUTLETS, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS, THEN YOU MAY NOT ACCESS OR USE THE OUTLETS.

All references to "you" or "your," as applicable, mean the person who accesses, uses, and/or participates in the Outlets in any manner, and each of your heirs, assigns, agents and successors. If you use the Outlets on behalf of an entity, you represent and warrant that you have the authority to bind that entity, your acceptance of the Terms will be deemed an acceptance by that entity, and "you" and "your" herein shall refer to that entity.

KEY TERMS

"Outlets" means all Crews Now's websites, mobile or other applications, software, processes and any other services provided by or through Crews Now.

"Customer" means a person who is registered to receive quotes for Crew Services, requests quotes for Crew Services, or otherwise uses the Outlets to receive, pay for, or facilitate the receipt of Crew Services.

"Crew" means a person or persons registered to send quotes for Crew Services, sends quotes for Crew Services, or otherwise uses the Outlets to Provide, receive payment for, or facilitate the provision of Crew Services.

"Content" means text, graphics, images, music, software, audio, video, information or other materials, including but not limited to profile information, Crew Services requests, quotes, message threads, reviews, scheduling and calendar information, and other information or materials available on or through the Outlets.

"Crews Now Content" means all Content Crews Now makes available on or through the Outlets, including any Content licensed from a third party, but excluding User Content.

"User Content" means all Content you submit, post, upload, publish, or transmit on or through the Outlets, including but not limited to photographs, profile information, descriptions, postings, and reviews.

"Collective Content" means User Content and Crews Now Content.

"Crew Services" means the services listed, quoted, scheduled, offered or Provided by Crews, or sought, scheduled or received by Customers, through the Outlets.

“Member” means any Crew or Customer.

MODIFICATIONS

Crews Now reserves the right, in its sole discretion, to modify these Terms, and any other documents incorporated by reference herein, at any time and without prior notice. Crews Now will notify you of changes by posting on the Outlets or by sending you an email. Amendments will become effective thirty (30) days after they are posted on the Outlets or sent to you by email. Your use of the Outlets after the expiration of the thirty (30) days shall constitute your consent to the changes whether you received actual notice or not. If you do not agree, you may elect not to access or use the Outlets but these terms and any Amendments shall apply.

ADDITIONAL TERMS AND POLICIES

Please review Crews Now's Privacy Policy, incorporated herein by reference, for information and notices concerning Crews Now's collection and use of your information. The provision and delivery of text messages by Crews Now or our text message service providers is governed by our SMS Terms and Conditions, which are expressly incorporated herein. Certain areas of and/or products on the Outlets may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions or policies. If there is a conflict between these Terms and terms and conditions or policies posted for a specific area or product, the latter shall take precedence with respect to your use of that area or product.

ELIGIBILITY, MEMBER REPRESENTATION AND WARRANTIES

Access to and use of the Outlets is available only to individuals who are at least eighteen (18) years old and can form legally binding contracts under applicable law. By accessing or using the Outlets, you represent and warrant that you are eligible.

By registering or using the Outlets to offer, post or Provide Crew Services, Crews represent and warrant that they, and the employees, agents, contractors, and subcontractors who may perform work for them, are Properly and fully qualified and experienced, and licensed, certified, bonded, and insured, as required by applicable laws or regulations to which they may be subject in the jurisdiction(s) in which they offer their Crew Services and in relation to the specific job they are performing. Crews understand and agree that sending a quote does not guarantee the quote will be read and using the Outlets does not guarantee they will be hired for work.

ACCOUNT REGISTRATION AND OTHER SUBMISSIONS

Users may access the Outlets without registering for an account. To access and participate in certain features of the Outlets, you will need to create a password-protected account ("Account"). You may register for an Account using your existing Facebook account and log-in credentials (your "Third-Party Site Password"). You agree to provide accurate, current, and complete information during the registration or request submission process and at all other times when you use the Outlets, and to update information to keep it accurate, current, and complete. You are solely responsible for safeguarding your Crews Now password and, if applicable, your Third-Party Site password. You are

solely responsible for all activity that occurs on your Account, and you will notify Crews Now immediately of any unauthorized use. Crews Now is not liable for any losses by any party caused by an unauthorized use of your Account. Notwithstanding the foregoing, you may be liable for the losses of Crews Now or others due to such unauthorized use.

YOUR LICENSE TO USE THE OUTLETS

Subject to your compliance with these Terms, Crews Now grants you a limited, non-exclusive, revocable, non-transferable, and non-sublicensable license to reproduce and display Collective Content (excluding any software source code) solely for your personal and non-commercial use and only in connection with your access to and participation in the Outlets. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Outlets or Collective Content, except as expressly permitted in these Terms. The Outlets and Collective Content are provided to you AS IS. If you download or print a copy of Collective Content for personal use, you must retain all copyright and other proprietary notices contained thereon. No licenses or rights are granted to you by implication or otherwise under any intellectual Property rights owned or controlled by Crews Now or its licensors, except for the licenses and rights expressly granted in these Terms.

USER CONTENT

We may, in our sole discretion, permit you to post, upload, publish, submit or transmit User Content. By making available any User Content on or through the Outlets, you hereby grant to Crews Now a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such User Content on, through, by means of or to promote, market or advertise the Outlets or Crew Services, or for any other purpose in our sole discretion, except that private messaging through the Outlets will not be used by Crews Now in public advertising. In the interest of clarity, the license granted to Crews Now shall survive termination of the Outlets or your Account. Except for Feedback, Crews Now does not claim ownership rights in your User Content and nothing in these Terms will be deemed to restrict rights that you may have to use and exploit any such User Content.

You acknowledge and agree that you are solely responsible for all User Content that you make available on or through the Outlets. Accordingly, you represent and warrant that: (a) you either are the sole and exclusive owner of all User Content that you make available on or through the Outlets or you have all rights, licenses, consents and releases that are necessary to grant to Crews Now the rights in such User Content, as contemplated under these Terms; and (b) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or Crews Now's use of the User Content (or any portion thereof) on, through or by means of the Outlets will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. You agree that Crews Now may proofread, summarize or otherwise edit and/or withdraw Content Provided by you, and you understand it remains your sole responsibility to monitor your User Content and ensure that such edited Content is accurate and consistent with your representations and warranties in these Terms. You further agree that you are the author of all Content you create and submit to the Outlets and that you are the owner of such Content, subject to the license rights granted in these Terms.

Crews Now reserves the right, at any time and without prior notice, to remove or disable access to User Content that we, in our sole discretion, consider to be objectionable for any reason, in violation of

these Terms or otherwise harmful to the Outlets or users, or for any other reason.

PROHIBITIONS

As a user of the Outlets, you may not:

Use another person's Account, misrepresent yourself or Crew Services offered through the Outlets, misrepresent your identity or qualifications, misrepresent a Project or other information in a quote request, or post Content in any inappropriate category or areas on the Outlets;

Use any automated system including but not limited to robots, spiders, offline readers, scrapers to access the Outlets for any purpose without Crews Now's prior written approval;

In any manual or automated manner copy copyrighted text, or otherwise misuse or misappropriate Outlets information or Content including but not limited to, use on a mirrored, competitive, or third-party site;

Transmit more request messages through the Outlets in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser; provided, however, that the operators of public search engines may use spiders or robots to copy materials from the Outlets for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such material. Crews Now reserves the right to revoke these exceptions either generally or in specific cases;

Take any action that (a) may unreasonably encumber the Outlet's infrastructure; (b) interferes or attempts to interfere with the proper working of the Outlets or any third-party participation; (c) bypasses measures that are used to prevent or restrict access to the Outlets; (d) circumvents, disables or otherwise interferes with security features of the Outlets; (e) distributes viruses or any other technologies that may harm Crews Now or users; (f) uses the Outlets in a way that violates any copyrights, trade secrets, or other rights of any third party, including privacy or publicity rights; or (g) circumvents or manipulates Fee (defined herein) structure, billing, or Fees owed;

Collect, harvest or publish any personally identifiable data including but not limited to names or other account information, from the Outlets, or use the communication systems Provided by the Outlets for any reason not explicitly authorized by these Terms, including commercial solicitation purposes;

Except as authorized herein or for the general purpose of the Outlets, recruiting, soliciting, or contacting in any form Crews or Customers for employment or any other use not specifically intended by the Outlets;

Take any inappropriate or unlawful actions, including the submission of inappropriate or unlawful Content to or through the Outlets, including Content that is harassing, hateful, illegal, profane, obscene, pornographic, defamatory, threatening, or discriminatory; advocates, promotes, or encourages inappropriate activity, conduct that would be considered a criminal offense, or conduct that would give rise to civil liability or violate any law;

Advertise or solicit a Crews Service not related to or appropriate for the Outlets including, but not limited to any Crews Service that (a) is not in supported categories or provides only products; (b) provides directories or referrals; (c) offers lending; (d) offers rental space; (e) promotes events (such as a party or professional convention); (f) competes with the business of Crews Now; (g) is based outside the United States; (h) promotes or offers Ponzi schemes, junk mail, spam, chain letters, pyramid schemes, affiliate marketing or unsolicited commercial content, discount cards, credit counseling, online surveys or contests, raffles, prizes, bonuses, games of chance or giveaways; or (i)

Provides non-local content. Submit User Content that damages the experience of any user including but not limited to (a) requests to download non-Crews Now mobile applications and/or links that direct the user to mirrored websites where the user must enter information that is redundant with what has already been entered on Crews Now, (b) offers to purchase a Crews Service or any other service outside of Crews Now, or (c) using a profile page or user name to promote services not offered on or through the Outlets;

Take any action that may undermine the efficacy or accuracy of reviews or ratings systems; Fail to perform Crew Services purchased from you as promised, unless the Customer fails to materially meet the terms of the mutually agreed-upon agreement for the Crew Services or refuses to pay, or a clear typographical error is made, or you cannot authenticate the Customer's identity;

Engage in fraudulent conduct including but not limited to offering to make money transfers with intent to request a refund of any portion of the payment or soliciting users to mail cash or use other payment methods not specifically approved by Crews Now;

Sign up for, negotiate a price for, use, or otherwise solicit a Crews Service with no intention of following through with your use of or payment for the Crews Service;

Agree to purchase a Crews Service when you do not meet a Crew's requirements;

Undertake any activity or engage in any conduct that is inconsistent with the business or purpose of the Outlets; and

Attempt to indirectly undertake any of the foregoing.

CREWS NOW FEES AND TAXES

In connection with use of Crews Now's Outlets, Crews Now charges certain Fees ("Crews Now Fees" or "Fees"). Current Fees related to the quoting process will be shown when purchasing credits ("Crews Now Credits"). Fees for additional products or services will be shown in policies or terms provided to you before you use such Products or services. Crews Now may also charge penalty Fees for fraud, misconduct or other violations of these Terms, as determined in our sole discretion. Information about current penalty Fees is available in the policy or support center.

You agree to pay all applicable Fees or charges based on the Fee and billing terms then in effect, regardless of whether you have an active Account. Charges shall be made to your credit card, PayPal or other payment method designated at the time you make a purchase or register for a service. If you do not pay on time or if Crews Now cannot charge a credit card, PayPal or other payment method for any reason, Crews Now reserves all rights permissible under law to recover payment and all costs and expenses incurred, including reasonable attorneys' fees, in our pursuit of payment. You explicitly agree that all communication in relation to delinquent accounts or Fees due will be made by electronic mail or by phone. Such communication may be made by Crews Now or by anyone on its behalf, including but not limited to a third-party collection agent. If you cancel your Account at any time, you will not receive any refund. If you have a balance due on any account, you agree that Crews Now may charge such unpaid Fees to your credit card or otherwise bill you for such unpaid Fees. You understand and agree that you are solely responsible for determining your own tax reporting requirements in consultation with tax advisers, and that we cannot and do not offer specific tax advice to either Crews or Customers. All sales on Crews Now are final and non-refundable.

Please note: Each payment processing company may have its own terms of service that you must comply with, including the payment processing company utilized by Crews Now. As such, by using the Outlets, you agree to comply with the payment processing company's terms of service you utilize to make payments.

CREWS NOW CREDITS

Your purchase or receipt of Crews Now Credits represents the purchase or receipt of credits that can be used by you to send quotes via the Outlets to potential customers. Each category requires a specific number of Crews Now Credits to quote. Crews Now

Credits have no monetary/cash value and your purchase or receipt of Crews Now Credits does not represent a pre-funding of stored value that can be accessed or used in the future for any purpose. You agree that all sales of Crews Now Credits are final and non-refundable. Information and current pricing are available [here](#).

DISPUTES BETWEEN OR AMONG USERS

Crews Now values our Crews and Customers, and we understand that occasionally disputes may arise between or among them. Our goal is to provide tools to help users resolve such disputes independently. In the rare event a dispute initiated by either a Crews or a Customer cannot be resolved independently, you agree, at Crews Now's request, to participate with good faith, to the extent you are reasonably able to do so, in a neutral resolution, mediation or arbitration processes conducted by Crews Now or a neutral third party mediator or arbitrator selected by Crews Now. Notwithstanding the foregoing, you acknowledge and agree that Crews Now is under no obligation to become involved in or impose resolution in any dispute between or among users or any third party and will incur no liability from the damages that may result from any given dispute.

INTELLECTUAL PROPERTY RIGHTS

Crews Now Content is protected by copyright, trademark, and other laws of the United States, foreign countries, and international conventions. Except as expressly provided in these Terms, Crews Now and its licensors exclusively own all right, title, and interest in and to the Outlets and Crews Now Content, including all associated intellectual property rights. All trademarks, service marks, logos, trade names and any other proprietary designations of Crews Now used herein are trademarks or registered trademarks of Crews Now. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective owners.

FEEDBACK

You acknowledge and agree that all feedback, comments, questions and suggestions ("Feedback") you provide to Crews Now are the sole and exclusive property of Crews Now. You hereby irrevocably assign to Crews Now and agree to irrevocably assign to Crews Now all your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein, and waive any moral rights you may have. At our request and expense, you will undertake any tasks we may reasonably request to assist us in acquiring, perfecting and maintaining intellectual property rights and other legal protections for the Feedback. Crews Now shall have no obligation concerning the Feedback, including but not limited to no obligation to return any materials or acknowledge receipt of any Feedback. By sending or otherwise transmitting Feedback to Crews Now, you represent and warrant that you have the right to disclose the Feedback and the Feedback does not violate the rights of any other person or entity. This Feedback section shall survive any termination of your Account or the Outlets.

COPYRIGHT POLICY

We expect users to respect copyright law. In appropriate circumstances we will terminate the Account of any user who infringes, repeatedly infringes, or is believed to infringe or repeatedly infringe on the rights of copyright holders.

NO ENDORSEMENT

Crews Now does not endorse any Member, user or any Crew Services, and Crews Now is not a party to any agreements between or among users, Members or third parties. No agency, partnership, joint venture, or employment is created because of the Terms or any user's or Member's use of any part of the Outlets, including but not limited to any scheduling or other services. Neither Crews Now nor any Members or users of the Outlets may direct or control the day-to-day activities of the other or create or assume any obligation on behalf of the other. Members are required by these Terms to provide accurate information, and although Crews Now may undertake additional checks and processes designed to help verify or check the identities or backgrounds of users, we do not make any representations about, confirm, or endorse any user or their purported identity or background, regardless of the specific Crews Now services they are using or any involvement by Crews Now personnel in providing or scheduling those services.

Any reference on the Outlets to a user being licensed or credentialed in some manner, or "badged," "best of," "top," "background checked" or "gold," "silver," or "bronze" (or similar language) designations indicates only that the user has completed a relevant account process or met user review standards, and does not represent anything else. Any such description is not an endorsement, certification or guarantee by Crews Now and is not verification of their identity and whether they or their Crew Services are licensed, insured, trustworthy, safe or suitable. Instead, any such description is intended to be useful information for you to evaluate when you make your own decisions about the identity and suitability of others whom you contact or interact with via the Outlets. You should always exercise responsibility, due diligence and care when deciding whether to have any interaction with any other user. Crews Now is not responsible for any damage or harm resulting from your interactions with other users.

The Collective Content may contain links to third-party websites, offers, or other events/activities not owned or controlled by Crews Now. We do not endorse or assume any responsibility for any such links, and if you access them, you do so at your own risk.

By using the Outlets, you understand and agree that any legal remedy or liability that you seek to obtain for actions or omissions of other users or other third parties will be limited to a claim against those particular users or other third parties. You agree not to attempt to impose liability on or seek any legal remedy from Crews Now with respect to such actions or omissions.

SANCTIONS FOR VIOLATIONS OF THESE TERMS

Without limiting any other rights reserved herein, Crews Now may, in its sole discretion, take any action permitted by law for any violation of these Terms or any other policy or agreement between you and Crews Now, including but not limited to removing User Content you posted, limiting your Account access, requiring you to forfeit certain funds or paid Fees, assessing monetary penalties, terminating your Account, decreasing your status or search rank, canceling quotes or postings, blocking access, investigating you, and/or cooperating with law enforcement agencies in investigation or prosecution.

ACCOUNT SUSPENSION OR TERMINATION

We may, in our discretion, with or without cause, with or without prior notice and at any time, decide to limit, block, suspend, deactivate or cancel your Crews Now Account in whole or in part. If we exercise our discretion under these Terms to do so, any or all of the following can occur with or without prior notice or explanation to you: (a) your Account will be deactivated or suspended, your password will be disabled, and you will not be able to access the Outlets or your User Content, or receive assistance from Crews Now support teams; (b) if appropriate in our sole discretion, we may communicate to other users that your Account has been terminated, and why it has been terminated; and (c) you will not be entitled to any compensation for Outlets services or Crew Services cancelled or delayed or as a result of Account termination. You may cancel your use of the Outlets and/or terminate your Account at any time by following the "Settings" link in in your Profile, clicking "Account," and clicking "Delete Account." Please note that if your Account is cancelled, we do not have an obligation to delete or return to you any Content you have posted to the Outlets, including, but not limited to, any reviews.

ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

You and Crews Now agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration Provisions.

This Section is intended to be interpreted broadly and governs any and all disputes between us including but not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before this Agreement or any prior agreement (including, but not limited to, claims related to advertising); and claims that may arise after the termination of this Agreement. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and small court claims, as provided below.

By agreeing to these Terms, you agree to resolve all disputes with Crews Now as follows:

Initial Dispute Resolution: Most disputes can be resolved without resort to litigation. You can reach Crews Now's support department. The parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with the Crews Now support department, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

Binding Arbitration: If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution Provision above, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms (including the Terms' or Privacy Policy's formation, performance, and breach), the parties' relationship with each other, and/or your use of the Outlets shall be finally settled by binding arbitration administered by JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules in effect at the time the arbitration is initiated, excluding any rules or Procedures governing or permitting class actions. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms or the Privacy Policy including but not limited to any claim that all or any part of these Terms or Privacy Policy is void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. To start an arbitration, you must do the following: (a) Write a Demand for Arbitration that includes a description of the claim and the amount of damages

you seek to recover (you may find a copy of a Demand for Arbitration at www.jamsadr.com); (b) Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to JAMS,; and (c) Send one copy of the Demand for Arbitration to us at Info@CrewsNow.com.

The parties understand that, absent this mandatory arbitration Provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

Arbitration shall be initiated in the County of Orange, State of California, United States of America. You and Crews Now agree to submit to the personal jurisdiction of any federal or state court in Orange County, California to compel arbitration, to stay Proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

Class Action Waiver: The parties further agree that the arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND CREWS NOW AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes. Exception: Litigation of Intellectual Property and Small Claims Court Claims: Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual Property in state or federal court or in the U.S. Patent and Trademark Office to protect its intellectual Property rights ("intellectual Property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

30-Day Right to Opt Out: You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending (from the email address you use on Crews Now) written notice of your decision to opt out to Crews Now, with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within thirty (30) days of your first use of the Outlets, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt out of these arbitration provisions, Crews Now also will not be bound by them. Changes to This Section: Crews Now will provide thirty (30) days' notice of any changes to this section by posting on the Outlets or sending you an email. Amendments will become effective thirty (30) days after they are posted on crewup.co or sent to you by email. Changes will apply prospectively only to claims arising after the thirtieth (30th) day. If a court or arbitrator decides that this subsection on "Changes to This Section" is not enforceable or valid, then this subsection shall be severed from the section entitled Arbitration and Class Action Waiver, and the court or arbitrator shall apply the first Arbitration and Class Action Waiver section in existence after you began using the Outlets.

Survival: This Arbitration and Class Action Waiver section shall survive any termination of your Account or the Outlets.

GOVERNING LAW

The Terms and the relationship between you and Crews Now shall be governed in all respects by the laws of the State of California, without regard to its conflict of law Provisions. You agree that any claim or dispute you may have against Crews Now that is not subject to arbitration must be resolved by a court located in Orange County, California, or a United States District Court, located in Orange County, California, except as otherwise agreed by the parties. You agree to submit to the personal jurisdiction of the courts located within Orange County, California or the United States District Court in Orange County. for litigating all such claims or disputes that are not subject to arbitration. You hereby waive all jurisdictional and venue defenses otherwise available.

DISCLAIMERS

YOUR USE OF THE OUTLETS, CREW SERVICES OR COLLECTIVE CONTENT SHALL BE SOLELY AT YOUR OWN RISK. YOU ACKNOWLEDGE AND AGREE THAT CREWS NOW DOES NOT HAVE AN OBLIGATION, BUT RESERVES THE RIGHT FOR ANY REASON, TO (A) MONITOR OR REVIEW USER CONTENT; OR (B) CONDUCT IDENTITY VERIFICATION, BACKGROUND OR REGISTERED SEX OFFENDER CHECKS ON ANY MEMBER, INCLUDING BUT NOT LIMITED TO CREWS AND CUSTOMERS. THE OUTLETS IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, CREWS NOW AND ITS AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT; ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF OR IN TRADE; ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES IN CONNECTION WITH THIS OUTLETS OR THE CREW SERVICES OFFERED ON OR THROUGH THIS OUTLETS; AND ANY WARRANTIES RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THIS OUTLETS, INCLUDING WITHOUT LIMITATION ALL COLLECTIVE CONTENT. CREWS NOW MAKES NO WARRANTY THAT THE OUTLETS OR CREW SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. CREWS NOW ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO OR USE OF THE OUTLETS. CREWS NOW SHALL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY DATA, INFORMATION, MATERIALS, SUBSTANCE, OR COLLECTIVE CONTENT POSTED, TRANSMITTED, OR MADE AVAILABLE VIA THE OUTLETS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM CREWS NOW OR THROUGH THE OUTLETS, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OR MEMBERS OF THE OUTLETS AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE OUTLETS, INCLUDING BUT NOT LIMITED TO ANY CUSTOMERS, CREWS OR SERVICE RECIPIENTS. YOU UNDERSTAND THAT CREWS NOW DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE OUTLETS OR TO REVIEW OR VET ANY CREW SERVICES. CREWS NOW MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE OUTLETS OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE OUTLETS. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE OUTLETS AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE OUTLETS, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON AND GIVE OR RECEIVE CREW SERVICES. CREWS NOW EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY USERS OR THIRD PARTIES.

LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE OUTLETS AND COLLECTIVE CONTENT, YOUR OFFERING OR PROVIDING CREW SERVICES OR REQUESTING OR RECEIVING CREW SERVICES THROUGH THE OUTLETS, AND ANY CONTACT YOU HAVE WITH OTHER USERS OF CREWS NOW OR THIRD PARTIES, WHETHER IN PERSON OR ONLINE, REMAINS WITH YOU. NEITHER CREWS NOW NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE OUTLETS WILL BE LIABLE (WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), CREWSDUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CREWS NOW HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE) FOR: (A) ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST CREWSFITS, LOSS OF DATA OR LOSS OF GOODWILL; (B) SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE; (C) THE COST OF SUBSTITUTE PRODUCTS OR SERVICES; (D) ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS; (E) THE USE OF OR INABILITY TO USE THE OUTLETS, CREW SERVICES OR COLLECTIVE CONTENT; (F) ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE OUTLETS OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE OUTLETS; OR (G) YOUR OFFERING OR CREWSVIDING CREW SERVICES OR REQUESTING OR RECEIVING CREW SERVICES THROUGH THE OUTLETS.

IN NO EVENT SHALL THE TOTAL, AGGREGATE LIABILITY OF CREWS NOW AND ITS AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, ARISING FROM OR RELATING TO THE TERMS, OUTLETS, CREW SERVICES, AND/OR COLLECTIVE CONTENT, OR FROM THE USE OF OR INABILITY TO USE THE OUTLETS OR COLLECTIVE CONTENT OR IN CONNECTION WITH ANY CREW SERVICES OR INTERACTIONS WITH ANY OTHER USERS EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO CREWS NOW BY YOU HEREUNDER, OR ONE HUNDRED US DOLLARS IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE.

INDEMNIFICATION AND RELEASE

You agree to release, defend, indemnify, and hold Crews Now and its affiliates and subsidiaries, and their respective officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Outlets or your violation of these Terms; (b) your User Content or the Collective Content; (c) your interaction with any Member or user; and (d) the request or receipt or offer or provision of Crew Services by you, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with such Crew Services.

If you are a California resident, you waive California Civil Code Section 1542, which Provides: A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

If you are not a California resident, you waive your rights under any statute similar to Section 1542 that governs your rights in the jurisdiction of your residence.

GENERAL

Force Majeure: Other than payment obligations, neither Crews Now nor you shall be liable to the other for any delay or failure in performance under the Terms arising out of a cause beyond its control and without its fault or negligence. Such causes may include but are not limited to fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, acts of God, acts of declared or undeclared war, acts of regulatory agencies, or national disasters.

No Third-Party Beneficiaries: You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms.

Contacting You and E-SIGN Consent: You agree that Crews Now may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Outlets. With your consent, Crews Now or Crews may also contact you by telephone or through text messages. If you have agreed to receive text messages or telephone calls from Crews Now or Crews, you also consent to the use of an electronic record to document your agreement. You may withdraw your consent to the use of the electronic record by sending an email to Crews Now with "Revoke Electronic Consent" in the subject line. To view and retain a copy of this disclosure or any information regarding your enrollment in this program, you will need (a) a device (such as a computer or mobile phone) with a web browser and Internet access; and (b) either a printer or storage space on such device. For a free paper copy, or to update our records of your contact information, send an email to Support@CrewsNow.com with contact information and the address for delivery. Entire Agreement: These Terms, together with the Privacy Policy and any other legal notices or additional terms and conditions or policies published by Crews Now on the Outlets, shall constitute the entire agreement between you and Crews Now concerning the Outlets or Crew Services obtained through the Outlets. Except as explicitly stated herein, if any Provision of the Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such Provision shall not affect the validity of the remaining Provisions of the Terms, which shall remain in full force and effect.

Waiver: No waiver of any Provision of this these Terms shall be deemed a further or continuing waiver of such term or any other term, and Crews Now's failure to assert any right or Provision under these Terms shall not constitute a waiver of such right or Provision.

Statute of Limitations: You agree that regardless of any statute or law to the contrary, any claim arising out of or related to the Outlets or the Crew Services offered therein must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

Section Headings: The section headings in these Terms are for convenience only and have no legal or contractual effect.

Contact Information: If you have any questions about these Terms or the Outlets, please contact us by sending an email to Support@CrewsNow.com or by writing to: Crews Now, Inc., at Info@CrewsNow.com.