



Website License Agreement

Effective Date: October 1, 2024

This Website License Agreement (“**Agreement**”) is entered between Jobatory, LLC (“**Jobatory**,” “**we**,” “**us**,” or “**our**”), a State of California Limited Liability Company, and the person or entity entering into an Order (“**Client**,” “**you**,” or “**your**”) for the creation of a semi-custom website for Client (“**Client Website**”). This Agreement is effective as of Client’s submission of an online order form, paying an invoice, or other written agreement providing for a Client Website (collectively, an “**Order**”). Client and Jobatory are each a “**Party**” and collectively the “**Parties**.”

By entering an Order for a Client Website, you agree on your own behalf and on behalf of any organization, entity, or other person on whose behalf you may act to the terms and conditions of this Agreement. If you do not agree with all of the terms and conditions of this Agreement, please do not enter an Order or use the Client Website.

This Agreement controls your legal relationship with Jobatory and the rights you grant Jobatory when you purchase or use a Client Website.

Please read the terms of this Agreement carefully before purchasing a Client Website.

Modifications to this Agreement

Jobatory reserves the right to modify this Agreement anytime by posting an updated version on its website at www.jobatory.com/website-agreement/ and updating the ‘Effective Date’ at the top of this page. Jobatory may also, at its sole discretion, provide you with an email containing notice of changes. Changes to this Agreement will take effect upon any purchase of a Client Website through an Order. If any modification is unacceptable, do not enter into a new Order following the ‘Effective Date’ of such modification.

For questions about this Agreement, contact Jobatory at help@jobatory.com.

1. Stock Website Disclaimer

Client acknowledges and agrees that the Client Website includes customization of a stock website provided by Jobatory, including Client’s logo, contact information, pictures, and other customizable options provided at Jobatory’s discretion. Jobatory reserves the right to change, add, and remove customization options at any time. By purchasing a Client Website, Client is not relying on any additional customization options being offered by Jobatory. Client further acknowledges that the Client Website provided under this Agreement will have a similar look and feel to other websites licensed by Jobatory to other clients and that nothing in this Agreement or Client’s purchase of a Client Website will prevent or in any way limit Jobatory’s right or ability to provide the same or similar services to other Jobatory clients.

Without limiting any other provision of this Agreement, Client specifically acknowledges that it will retain exclusive ownership of all Client Content (defined below) and will receive a non-exclusive license to the Client Website. Jobatory retains all other rights not expressly granted to Client under this Agreement.

2. Revisions

The Client Website is provided “as is,” and any revisions or customizations must be requested within seven (7) days of delivery and are subject to an additional fee of \$85 per hour, unless otherwise specified in an Order.

3. Client Content

Jobatory may request that Client provides content for the Client Website, including Client’s logos and photos of Client’s business, Client’s business location and contact information, and other Client-related information and content (collectively, “**Client Content**”). Client is responsible for providing Jobatory with all Client Content reasonably requested by Jobatory. Client is solely responsible for ensuring the accuracy and completeness of all Client Content and for ensuring that Client is the owner of or has all necessary rights to provide the Client Content to Jobatory to use for its intended purpose and that the use by Jobatory will not violate the rights of any third party. Client agrees to indemnify Jobatory from any third-party claims related to Jobatory’s use of Client Content.

Client will retain exclusive ownership of all Client Content provided to Jobatory, but hereby grants Jobatory a non-exclusive, royalty-free, and revocable license to use Client Content solely for the purpose of creating the Client Website. Client further

grants Jobatory the right to sub-license Client Content as necessary for Third-Party Services (defined below) to store, access, or use Client Content in order to provide their respective services.

4. No Domain Name Registration

Jobatory is not responsible for registering or connecting the Client Website to any domain name(s) or domain hosting service. Client is responsible for obtaining and maintaining its applicable domain name(s), including managing DNS records and paying all fees associated with domain registration and renewal.

5. Client Cooperation

Client agrees to fully cooperate with Jobatory's requests for information, Client Content, direction, and approvals that are required for Jobatory to perform its obligations under this Agreement. If Client fails to cooperate with Jobatory as required under this Agreement, Jobatory will have no obligation to provide the Client Website or to refund any Fees paid. Jobatory will have no obligation or liability with respect to any delay caused by Client, or that is outside Jobatory's reasonable control.

6. Delivery and Migration Services

Jobatory will deliver the Client Website in a file format suitable to the hosting service specified by Jobatory in an Order. If specified in an Order, Jobatory may provide assistance to Client in migrating the Client Website to the Client's hosting service ("**Migration Services**") for fourteen (14) days following Client's acceptance of the Client Website. After this fourteen (14) day period, Jobatory has no obligation to provide further assistance to Client or to maintain any images, records, databases, or other files related to the Client Website.

Client acknowledges that transferring the Client Website to Client's hosting services is subject to the possibility of human and mechanical errors, omissions, and losses, including, without limitation, inadvertent loss of data, incompatibilities in formats, corrupted data, or damage to media that may give rise to loss or damage. Client acknowledges and agrees that Migration Services are provided "as is" without warranty and that Jobatory will have no liability whatsoever for any Migrations Services. The migration will be at Client's sole and exclusive risk, and Jobatory is not responsible for missing, lost, or corrupted data, installation, de-installation, use of, or inability to use the Client Website following Migration Services.

7. Fees

By submitting an Order, Client agrees to pay the fees outlined in each Order ("**Fees**"). Unless otherwise specified, Fees shall be paid in full upon submission of an Order or otherwise upon Client's receipt of an invoice from Jobatory. Fees are non-terminable, and payments are non-refundable upon payment to Jobatory. All payments under this Agreement shall be made in US Dollars. Jobatory has no obligation to provide a Client Website unless and until all Fees are paid in full. If any Fees are unpaid to Jobatory, and Jobatory has commenced any services related to the creation of the Client Website, such unpaid amounts are subject to late fees and interest at the lesser of the rate of 1.5% per month or the highest rate permissible under California law, calculated daily and compounded monthly. Client shall reimburse Jobatory for all reasonable costs incurred in collecting any late payments, including, without limitation, collection agency and reasonable attorneys' fees.

Unless otherwise stated, Fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, without limitation, value-added, sales, use, or withholding taxes assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "**Taxes**"). If Jobatory is required to pay any Taxes on Fees other than due to its revenue, Jobatory may invoice Client for such charges, and payment by Client is due within ten (10) days of the invoice date.

Fees apply solely to the creation of and license to the Client Website provided under this Agreement and do not include domain registration, storage, hosting, or other fees related to the deployment and operation of the Client Website. Client is responsible for all costs necessary for hosting of the Client Website following delivery.

8. Payment Processing

All payments made through an Order are made and processed through a third-party payment processor such as Stripe ("**Payment Processor**"). Jobatory does not access or store any financial information, including, without limitation, credit card numbers, bank account numbers, or any other information by which a charge can be made. By utilizing Stripe or any other third-party payment processor, Client agrees to their separate Terms of Service and/or Privacy Policy. Jobatory reserves the right to change the Payment Processor at any time. You understand and agree that Jobatory will not be held liable for any failure by you to complete a transaction through the Payment Processor. Jobatory is in no way responsible for resolving any dispute, support, penalty, or issue of any nature that may occur between you and the Payment Processor.

9. Term and Termination

This Agreement takes effect immediately when Client submits an Order and remains in full force and effect until final acceptance of the Client Website unless earlier terminated as provided herein ("**Term**"). Either Party may terminate this Agreement for any reason before delivery of the Client Website upon written notice to the other Party. If Jobatory terminates this Agreement before delivery of the Client Website, it will refund all prepaid Fees. Client is not entitled to a refund if it terminates this Agreement before delivery of the Client Website. If this Agreement is terminated before final acceptance of the Client Website (i) Jobatory will immediately cease performing services related to the creation of the Client Website; (ii) Jobatory will destroy all Client Content and any of Client's Confidential Information (defined below) in its possession; and (iii) Client shall cease all use of the Client Website. Client shall pay any outstanding but unpaid Fees up to and including the termination date within thirty (30) days after Client receives a final invoice from Jobatory.

10. License to Client Website

Conditioned upon full payment of all Fees under this Agreement, Jobatory will grant to Client a non-exclusive, royalty-free, transferable and non-assignable (subject to the limitation outlined below), non-sublicensable, irrevocable, perpetual, and worldwide license to the Client Website for Client to make use of the Client Website solely for its own Internal Business Purposes only. "**Internal Business Purposes**" means the use of the Client Website as Client's own website. Client is not permitted to sub-license the Client Website to any third party, create derivative works based on the Client Website, or otherwise permit third parties to use the Client Website in any way. Notwithstanding these limitations, Client is permitted to transfer or assign the Client Website to a third party who acquires all, or substantially all, the business or assets of Client. Provided Client has paid all applicable Fees and has accepted the Client Website, the license to the Client Website provided in this Section will survive termination of this Agreement.

11. Reservation of Rights

Neither the Client Website nor the Services will be considered work made for hire or otherwise be owned by Client. If and to the extent that exclusive ownership of any portion of the Client Website does not vest solely with Jobatory, Client hereby assigns to Jobatory or Jobatory's designees all of Client's rights, title, and interest in and to the Client Website and all associated records, excluding Client Content. To the extent, if any, that Client retains or obtains any rights, title, or interest in or to any intellectual property rights in the Client Website, Client hereby grants Jobatory or Jobatory's designees an exclusive, royalty-free, transferable, irrevocable, perpetual, worldwide, and sublicensable license (with rights to sublicense through multiple tiers of sublicensees, and the right to enforce such license) in the Client Website for any business purpose of Jobatory or Jobatory's designees, including without limitation, the license to distribute, copy, modify, make and have made derivative works of, publicly display and publicly perform, the Client Website.

12. Promotional Rights

Client hereby grants Jobatory the right to use Client's business name and logo, as well as portions of the Client Website, in connection with the advertising and promotion of Jobatory's services to the public, including, without limitation, submissions for awards and publications as a representation of its work, or for educational or professional portfolio purposes. If Client provides Jobatory with a review, feedback, or other suggestions ("**Feedback**"), Client grants Jobatory the unrestricted right to copy, reproduce, modify, and distribute such Feedback however Jobatory sees fit.

13. Third-Party Content

Jobatory may use content to provide the Client Website, including, without limitation, written content, imagery, illustrations, and fonts that are licensed from third parties ("**Third-Party Content**"). All rights, title, and interest in Third-Party Content remain with the applicable licensors, and Jobatory will pass on any license and rights to use Third-Party Content to Client subject to the terms of any Third-Party Content license. Client acknowledges that, unless expressly provided otherwise, Third-Party Content may not be used by Client for any purpose other than as provided by Jobatory, and Jobatory is not responsible for Client's use of Third-Party Content that does not comply with the applicable Third-Party Content license. If, at any time, Jobatory reasonably believes that any use of Third-Party Content by Client, whether or not such use was provided or otherwise approved by Jobatory, infringes or otherwise violates any applicable Third-Party Content license, Jobatory may notify Client to alter or cease using such Third-Party Content. Client agrees to promptly comply with any such notification from Jobatory. If such use or misuse is at the direction or was otherwise approved by Jobatory, Jobatory agrees to replace such infringing Third-Party Content with comparable content at no additional cost to Client.

14. Third-Party Services

Jobatory may use third-party services to provide the Client Website, including, without limitation, payment processors, form builders, scheduling applications, and other third-party applications ("**Third-Party Services**"). Jobatory does not warranty or in any way guarantee the availability or appropriateness of any Third-Party Services, and use of such Third-Party Services is entirely at Client's own risk and discretion. Client's use of Third-Party Services is solely between Client and the Third-Party

Services provider and may be subject to separate terms and conditions and/or privacy policies. In no event will Jobatory be responsible for any damages relating to Client's use or inability to use Third-Party Services. Jobatory is not responsible for the maintenance of any Third-Party Services or plug-ins added to the Client Website, if applicable, after final acceptance of the Client Website by Client. Client is solely responsible for ensuring that all Third-Party Services, add-ons, or plugins on the Client Website remain current and functional.

15. **Confidentiality**

"**Confidential Information**" means all information disclosed by Jobatory under this Agreement that is not generally known to the public or which Client should otherwise be understood as confidential, including, without limitation, exclusive pricing, non-public features or functionality of other Jobatory products and services, schematics, wireframes, software, and other technical components included in Jobatory's websites, products, or services, and information related to the marketing, financial, and business plans as well as any research and development of Jobatory. Confidential Information does not include any information that: (a) is or becomes generally known or available to the public through no fault of Client; (b) is already known by Client at the time of disclosure through no wrongful act of Client; (c) is furnished by a third party with the right to do so; or (d) is independently developed by Client without the use of or reference to the Confidential Information provided under this Agreement. Client agrees not to use or disclose any Confidential Information except for the purpose of meeting its obligations under this Agreement. Client shall advise its employees, agents, and contractors that they are bound by the confidentiality terms of this Agreement. If Client is required to disclose Confidential Information to a court or government agency, it shall, prior to disclosure and as soon as practicable, notify Jobatory and allow it an adequate opportunity to object to the disclosure order or take other action to preserve the confidentiality of the information.

16. **Relationship of the Parties**

The Parties are independent contractors, and nothing in this Agreement shall be construed to constitute an employer-employee relationship or partnership between or joint venture of the Parties, nor shall either Party be deemed the agent of the other Party or have the right to bind the other Party in any way without the prior written consent of such Party except as expressly provided in this Agreement.

17. **Compliance with the Law**

Jobatory is not a law firm and is not responsible for any required or recommended legal notices or policies on the Client Website. Legal notices include, without limitation, terms of service, privacy policies, DMCA notices, cookie policies, return and refund policies, and other related legal documents. Client is solely responsible for providing any legal documents to Jobatory, and Jobatory will incorporate such legal documents onto the Client Website.

18. **Sub-Contractors**

Jobatory may delegate duties under this Agreement to other individuals or entities acting as subcontractors ("**Subcontractor**"). Jobatory will be liable for all services performed by any Subcontractor and shall hold Client harmless of any liability in connection with their services. Jobatory will execute non-disclosure and intellectual property assignment agreements with any Subcontractor that conforms to the terms of this Agreement.

19. **Representations and Warranties**

Each Party represents and warrants that: (i) it is in good standing as a corporation or other entity under the laws and regulations of its jurisdiction of organization; (ii) it has the full power and authority to enter into this Agreement, to grant the rights and perform its obligations hereunder; and (iii) this Agreement will constitute the legal, valid, and binding obligation of such Party. Jobatory represents and warrants that the Client Website will not knowingly violate the rights of any third-party intellectual property rights. Client represents and warrants that: (i) Client has all rights, title, and interest or has obtained all necessary permissions in and to any Client Content provided by Client to Jobatory, without the need for any consents, assignments, or licenses not yet obtained; and (ii) Jobatory's use of Client Content will not violate the rights of any third party intellectual property rights or otherwise violate any third party's privacy or rights of publicity.

20. **Disclaimer**

THE WARRANTIES CONTAINED IN THIS AGREEMENT ARE THE ONLY WARRANTIES MADE BY THE PARTIES. EACH PARTY MAKES NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CLIENT WEBSITE AND ANY OTHER CONTENT OR MATERIALS PROVIDED TO CLIENT BY JOBATORY ARE PROVIDED ON AN "AS IS" BASIS, AND JOBATORY DOES NOT WARRANTY OR IN ANY WAY

GUARANTEE THAT THEY WILL BE ERROR-FREE. UPON ACCEPTANCE OF THE CLIENT WEBSITE, CLIENT ASSUMES ALL RESPONSIBILITY, AND JOBATORY WILL HAVE NO FURTHER OBLIGATION.

JOBATORY DOES NOT GUARANTEE RESULTS AND SPECIFICALLY NOTIFIES CLIENT THAT RESULTS MAY VARY BASED ON FACTORS OUTSIDE OF JOBATORY'S CONTROL, INCLUDING, WITHOUT LIMITATION, CLIENT'S CUSTOMER ACQUISITION FROM THE CLIENT WEBSITE AND ANY INCREASE IN AWARENESS, SALES, OR REVENUE ASSOCIATED WITH THE USE OF THE CLIENT WEBSITE.

21. Limitation of Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES, REGARDLESS OF THE CAUSE, ARISING OUT OF THIS AGREEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, JOBATORY'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY CLIENT RELATING TO CLIENT WEBSITE UNDER WHICH THE CAUSE OF ACTION AROSE. ANY CLAIM ARISING UNDER THIS AGREEMENT MUST BE BROUGHT WITHIN 12 MONTHS AFTER THE EVENTS GIVING RISE TO THE CAUSE OF ACTION ARE DISCOVERED, OTHERWISE, EACH PARTY AGREES TO RELEASE THE OTHER PARTY OF ANY CLAIM.

22. Indemnification

The Parties agree to indemnify and hold the other Party harmless from and against any claims arising out of, or relating directly or indirectly to a Party's: (i) breach of any representation or warranty made in this Agreement; and (ii) any cause of action alleging that the Client Website or any Client Content infringes any third party Intellectual Property Rights. In the event of an infringement claim by a third party related to the Client Website, Jobatory's sole liability, and Client's exclusive remedy, is to either at Jobatory's discretion: (a) procure the right to use the Client Website; (b) remove any allegedly infringing material and replace it with non-infringing material at no cost; or (c) refund all Fees related to such Client Website.

23. Dispute Resolution

For any dispute with Jobatory, Client agrees first to contact Jobatory at help@jobatory.com and attempt to resolve the dispute informally. If the Parties cannot resolve the dispute informally after a period of sixty (60) days, the Parties agree that any claim or controversy relating to this Agreement (except for actions seeking injunctive relief) shall be settled by binding arbitration according to the Commercial Rules of the American Arbitration Association. The arbitration shall be conducted by a single arbitrator selected by the Parties no later than ten (10) days after delivery of the demand for arbitration or, failing such agreement, appointed pursuant to the Commercial Rules of the American Arbitration Association. Such arbitrator shall be a retired judge or attorney licensed to practice law in the State of California. The arbitration shall be conducted in San Francisco County, California, and judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The prevailing Party in any arbitration is entitled, in addition to any other rights or remedies it may have, to reimbursement for its expenses incurred, including arbitration costs, reasonable attorneys' and arbitrators' fees. This arbitration provision is governed by the Federal Arbitration Act.

24. Governing Law

This Agreement will be governed and construed in accordance with the laws of the State of California, excluding the body of law pertaining to conflicts of law. Any dispute between the Parties that is excluded from the arbitration agreement or that cannot be heard in small claims court shall be resolved in the federal courts located in San Francisco County, California, and the Parties submit to the personal and exclusive jurisdiction of these courts.

25. Miscellaneous

This Agreement is only for the benefit of the Parties. Neither Party has any right to assign this Agreement or any benefits or obligations hereunder to any other party or legal entity without the express written consent of the other Party. This Agreement comprises the entire Agreement between the Parties relating to the creation of the Client Website by Jobatory and may not be modified nor any provision waived except by an agreement signed by both Parties. Neither Party shall be liable for any failure or delay in its performance due to circumstances beyond its reasonable control. If any provision of this Agreement is found to be unenforceable, the remaining provisions shall be unaffected. Any provision of this Agreement contemplating performance subsequent to the expiration or termination of this Agreement shall survive termination and remain in full effect.

Contact

For questions regarding this Website License Agreement, contact help@jobatory.com.