

NERDLY PLATFORM TERMS OF USE AND PRIVACY POLICY

These Nerdly Platform Terms of Use (the “Agreement”) set forth the terms under which users residing in the United States may use the NerdRabbit.com website (the “Site” or “Website”) and the Nerdly Platform (the “Platform”). The Agreement includes the terms of our privacy policy. By using the Site or the Platform you consent to and agree to be bound by this Agreement, whether or not you register to use the Site or the Platform. If you object to anything in this Agreement, including the privacy policy contained in the Agreement, then do not use the Site or the Platform.

Who We Are:

NerdRabbit, LLC
22 Technology Parkway South
Peachtree Corners, Georgia 30092
Telephone: _____

Effective Date:

This Agreement was last updated January 21, 2022.

The Platform:

NerdRabbit provides the Platform to connect (a) employers who have registered to use the Platform (“Nerdherders”) and wish to recruit and hire temporary full-time contractors, temporary hourly professionals, or full-time direct hire employees with (b) candidates who have registered to use the Platform (“Nerds”) and are seeking temporary full-time contractor, temporary hourly professional, or full-time direct hire employment opportunities. The Platform enables Nerdherders and Nerds (together “Registered Users” or “Users”) to communicate and share information with one another for the purpose of establishing a temporary full-time contractor, temporary hourly professional or direct hire full-time employment or similar relationship. Use of the Site and the Platform is limited solely to such Registered Users for such purpose. Any other use of the Site or the Platform is strictly prohibited. To the extent any of the aforementioned relationships are established between a Nerdherder and a Nerd, the Nerdherder will owe NerdRabbit the fees described below.

Authorized Use

1. The Site and the Platform are available only to individuals who are eighteen (18) years of age or older. Nerds must be permitted to legally work in the United States and must ensure any engagements they accept are in full compliance with any employment, work visa or other limitations or requirements applicable to them. All use of the Platform and the Site by Nerdherders and Nerds shall be in compliance at all times with applicable law.
2. To use the Platform, each Registered User will need to set up an account and choose a password. Nerdherders that are corporate legal entities (“Corporate Nerdherders”) rather than individuals may register their account as a “Corporate Account.” Corporate Nerdherders registering Corporate Accounts must designate one “Administrator” who will be responsible for managing the overall Corporate Account for such Corporate Nerdherder and any number of “Secondary Users” who are employees of such Corporate Nerdherder and authorized by such Corporate Nerdherder to access and use its Corporate Account. Accounts may not be shared and are for the exclusive use of a single Registered User, which for clarity in the case of Corporate Accounts will include the Corporate Nerdherder’s Administrator and Secondary Users. Users registering as a legal entity represent and warrant that they are authorized to act for that entity. Each

Registered User is responsible to safeguard its account credentials, including those of its Administrators and Secondary Users in the case of Corporate Accounts, and should notify NerdRabbit immediately if such user learns of or suspects any unauthorized use of its account. A Corporate Nerdherder establishing a Corporate Account acknowledges and agrees that (a) its Administrators and Secondary Users have full authority to act on behalf of and bind such Corporate Nerdherder, (b) its Administrator is the only User on behalf of such Corporate Nerdherder who is authorized to select payment option(s) for such Corporate Account, and (c) such Corporate Nerdherder is fully liable for all use of the Platform and the Site by its Administrator(s) and any Secondary User(s). Administrators and Secondary Users acknowledge that they are "Users" as defined herein and required to comply at all times with this Agreement.

Candidate Relationships

1. Full-Time Temporary Contractors. Nerdherders interested in hiring temporary full-time contractors through the Platform agree as follows:

Nerdherder shall pay NerdRabbit the quoted fee for each hour worked by a temporary full-time contractor Nerd engaged by such employer or its affiliates within twelve (12) months of the later of (a) the date that Nerdherder and any such Nerd connect on the Platform or (b) the date on which Nerdherder and any such Nerd have their last contact with one another on the Platform. NerdRabbit will establish a process for submittal of timesheets by the Nerd and approval and payment of the same.

If Nerdherder opts to purchase and pay for such hours via the Amazon Web Services ("AWS") marketplace, then all Candidate hours reflected on approved time sheets will be included as part of Client's AWS bill for the applicable month or to the next month's bill if the hours are worked after the then current monthly bill has been generated.

If Nerdherder does not opt to pay for such hours via the AWS marketplace, then amounts shall be payable to NerdRabbit in immediately available funds net thirty (30) days from date of invoice.

NerdRabbit will provide payroll services for each temporary full-time contractor Nerd engaged by such employer hereunder pursuant to a separate written agreement between NerdRabbit and each such Nerd.

In addition to the hourly fees set forth above, Nerdherder will also pay NerdRabbit a fee based on the schedule below for any temporary full-time contractor Nerd that is hired by Nerdherder or its affiliates as a direct hire employee within twelve (12) months of the later of (a) the date that Nerdherder and any such Nerd connect on the Platform or (b) the date on which Nerdherder and any such Nerd have their last contact with one another on the Platform. Such fee will be deemed earned upon the hiring of such Nerd as a direct hire employee by Nerdherder or its affiliates and will be based upon the following percentages of each such Nerd's first year base salary and any guaranteed bonus:

Number of Hours Worked	Conversion Fee
0-500 hours	20%
501-1000 hours	10%
1001 or more hours	0%

Hours are calculated for each Nerd individually based on the aggregate number of hours such Nerd has worked for Nerdherder hereunder.

2. Full-Time Direct Hire. Nerdherders interested in hiring full-time direct hire employees through the Platform agree as follows:

If Nerdherder or its affiliates hires a Nerd with whom Nerdherder connects on the Platform as a full-time direct hire employee Nerdherder shall pay NerdRabbit a fee equal to 20% of the Nerd's first year base salary plus any guaranteed bonus. The fee is due in full in advance upon the Nerd's acceptance of Nerdherder's or its affiliate's full-time direct hire offer. Nerdherder shall owe this fee for all Nerds hired by Nerdherder or its affiliates within twelve (12) months of the later of (a) the date on which Nerdherder and such Nerd connect on the Platform or (b) the date on which Nerdherder and such Nerd have their last contact with one another on the Platform.

No fee will be due pursuant to the immediately preceding paragraph for any such Nerd if within the 90-day period prior the date the candidate and Nerdherder connect on the Platform, Nerdherder was already engaged in active discussions with such Nerd concerning prospective employment.

If within the first ninety (90) days of full-time direct hire employment with Nerdherder a Nerd hired by Nerdherder pursuant to this Agreement is terminated for cause by Nerdherder or voluntarily terminates his or her employment with Nerdherder without cause, NerdRabbit agrees to replace the candidate at no additional fee to the Nerdherder. If Nerdherder is past due on any amounts owed to NerdRabbit hereunder this replacement guaranty will not apply. This replacement clause does not apply to any resignation or termination for reasons relating to a restructuring, layoff, reduction in force, lack of work or similar.

If Nerdherder opts to purchase and pay for the direct hire fee via the Amazon Web Services ("AWS") marketplace, then such fee will be included as part of Client's AWS bill for the applicable month in which the fee is incurred or to the next month's bill if the hours are worked after the then current monthly bill has been generated.

If Nerdherder does not opt to pay for such fee via the AWS marketplace, then amounts shall be payable to NerdRabbit in immediately available funds net thirty (30) days from date of invoice.

3. Part-time Temporary Hourly Professionals. Nerdherders interested in hiring part-time temporary hourly professionals through the Platform agree as follows:

Nerdherder shall pay NerdRabbit the applicable Nerd's quoted fee plus the service fee provided below for each hour worked by a temporary hourly professional Nerd engaged by such employer through the Platform pursuant to either of the following billing options:

Pay-as-you-go. Nerdherder shall select in advance the number of hours it wishes to purchase for a particular hourly professional Nerd. Nerdherder shall pay NerdRabbit the Nerd's applicable hourly rate for all such hours plus a service fee of 20% of the total hourly charges. All such amounts (the total hourly charges plus the applicable service fee) are payable in advance. Minimum purchase and billing increment is one (1) hour. Pay-as-you-go hours are tied to a specific Nerd and may not be transferred to another Nerd except pursuant to the account credit request process outlined below. Upon payment in full, the applicable hourly professional Nerd will begin work for Nerdherder and submit weekly timesheets until the allotted hours have been used in full. All hours must be consumed within ninety (90) days of date of purchase. Any unused hours remaining after such date will automatically expire. Timesheets are deemed approved within twenty-four hours of submittal. If Nerdherder has unused pay-as-you-go hours that have not yet expired Nerdherder may request an account credit for such hours, which credit may be used toward Nerdherder's purchase of hours from a different Nerd. No refunds for unused hours will be issued. Any hours purchased using a credit pursuant to this clause will be subject to the same expiration date as the original hours that were credited.

Annual Subscription. Nerdherder may purchase at a reduced rate an annual subscription of hourly professional labor hours to be used toward the work of one or more temporary hourly professional Nerds. Subscriptions are available at a minimum spend of \$12,000 per year plus a fifteen percent service fee, all of which will be billed in equal monthly installments of \$1,150 per month, payable in advance. The minimum billing increment for a Nerd is one (1) hour. Subscription hours may be allocated to multiple Nerds. Timesheets will be submitted weekly as hours are worked by each Nerd. Annual subscriptions consist of a fixed allotment of hours per month for twelve (12) months. Each monthly allotment of hours purchased in an annual subscription must be used in that month. Unused hours in one month will not rollover to future months. Nerdherder may not exceed the monthly allotment of hours purchased in any given month of a subscription but may purchase additional hours on an ad hoc basis if needed. No hours will be worked in excess of those purchased and paid for by Nerdherder. All subscription hours must be used during the applicable monthly subscription period. Any unused hours remaining at the end of any month during an annual subscription period or at the end of the annual subscription period will automatically expire.

If Nerdherder opts to purchase and pay for hourly professional hours via the Amazon Web Services ("AWS") marketplace, Nerdherder will be responsible to pay the Nerd's hourly charges at the applicable rate plus the service fee (the "Total Charges") in addition to a

marketplace convenience fee of 8% of the Total Charges. All such amounts will be included as part of Client's AWS bill for the applicable month in which the fees are incurred or if the charges are incurred after the monthly bill is generated then the charges will appear on the next AWS monthly bill. .

If Nerdherder does not opt to pay for such hours via the AWS marketplace, then the Total Charges due hereunder shall be paid in advance by credit card or other means accepted by NerdRabbit on the Platform and will be subject to an additional 3% payment processing fee.

NerdRabbit will pay each Nerd for hours reflected on approved timesheets conditioned on the applicable Nerdherder having paid NerdRabbit for such Nerd's hours in advance. NerdRabbit will remit such payments to Nerd within two (2) business days of approval of the applicable timesheet.

4. Hourly Professional Nerds acknowledge and agree that they shall not commence any work for a Nerdherder until NerdRabbit confirms such work has been paid for by the applicable Nerdherder and shall not perform any work in excess of that paid for by the Nerdherder. Hourly professional Nerds shall submit time sheets by the end of the day on Friday for all hours worked in such week. If an hourly professional Nerd submits a timesheet for hours that have not been paid for, or in excess of those that have been paid for, by a Nerdherder, such hours will be deemed unauthorized and no amounts will be payable to Nerd for such hours unless and until the Nerdherder approves the timesheet with the excess hours and remits all corresponding fees to NerdRabbit for such excess hours. Hourly professional Nerds are responsible for reporting and paying all taxes associated with any amounts received hereunder. Hourly professional Nerds acknowledge that NerdRabbit will process payments to them using Stripe. Each hourly professional Nerd will be required to establish a Stripe account and agree to Stripe's Connected Account Agreement as a condition to receiving such payments. NerdRabbit is not affiliated with Stripe and makes no representations or warranties as to Stripe or its service or platform.
5. Except for payrolling of temporary full-time contractor Nerds engaged to perform work for a Nerdherder under the Platform, NerdRabbit does not employ any of the Nerds seeking employment opportunities on the Platform. Nerds acknowledge and agree that they do not qualify as regular employees of NerdRabbit and are not eligible to participate in any health, welfare or other benefit plans of NerdRabbit; nor are Nerds eligible for any other benefits of employment available to NerdRabbit employees generally. NerdRabbit does not guarantee any minimum salary or compensation to Nerds in connection with the Platform or these Terms. Nerdherders are responsible for complying with all employment, non-discrimination, labor, wage and hour, safety and health, and other laws applicable to any employment or other relationship they establish with any Nerds, including in connection with their recruitment, selection and hiring activities.
6. Nerdherder shall address any issues or concerns with the work of a Nerd directly with such Nerd. Nerdherder acknowledges that NerdRabbit will not manage or oversee the work performed by any Nerd or guarantee the results or quality of any such work. All services performed by a Nerd for Nerdherder are provided AS-IS without any warranty of any kind. NerdRabbit assumes no and hereby disclaims any and all liability (a) for any deliverables or other work product created by Nerds and (b) for the results of any work performed by Nerds. Nerdherder solely is responsible to obtain any intellectual property assignment, confidentiality or similar agreements from any Nerd it engages hereunder.

Content

1. NerdRabbit does not make any representations about the accuracy or suitability of any job opportunities posted on the Platform or the skills or suitability of, or the quality, accuracy, timeliness or otherwise of any services to be provided by, any Nerds. Nerds assume sole and full responsibility for evaluating the accuracy and suitability of any job opportunities posted by Nerdherders and Nerdherders assume sole and full responsibility for evaluating and assessing the adequacy and suitability of any Nerds, including conducting any background checks, pre- or post-employment screenings, reference checks and verifications or otherwise. Each Nerdherder and Nerd agrees to hold NerdRabbit harmless from any claim, loss, damage or liability arising out of any relationship that may be established between any Nerd and Nerdherder as a result of or in connection with use of the Site or Platform.
2. NerdRabbit is not responsible for material, data or other content (“Content”) posted on, uploaded to or transmitted through the Platform by any user, including any Nerd or Nerdherder; nor is NerdRabbit responsible for any conduct, whether on the Platform or otherwise, of any Nerdherder or Nerd. NerdRabbit shall not be liable for any claims relating to or arising out of any Content posted on, transmitted through or uploaded to the Site or the Platform. NerdRabbit does not endorse any Nerd or Nerdherder. Further NerdRabbit does not independently verify the accuracy of any Content posted on, uploaded to or transmitted through the Platform by any Nerd or Nerdherder. NerdRabbit hereby disclaims any and all liability arising from any use of the Site or the Platform by, or any Content posted on, transmitted through or uploaded to the Site or the Platform by, any user, including any Nerd or Nerdherder. All users, whether registered or otherwise, hereby waive any claim, whether known or unknown, against NerdRabbit that they have or may have arising out of their use of the Platform or the Site.
3. Registered Users are solely responsible for Content they post, upload or transmit on the Platform. Each Registered User shall ensure that all such Content is accurate, complete and not misleading. Each Registered User is prohibited from posting, uploading or transmitting any Content that invades the privacy rights of any party, that violates the rights of any third party or that is false, misleading, defamatory, derogatory, discriminatory, explicit, obscene, profane, harassing, infringing, unlawful or otherwise inappropriate.
4. Each Registered User (a) acknowledges and agrees that NerdRabbit has no obligation to but may, in its sole discretion, review or remove any Content, in whole or in part, from the Site or the Platform, including where NerdRabbit determines that the Content violates the terms of this Agreement and (b) hereby grants to NerdRabbit a worldwide, fully-transferable, perpetual, irrevocable and fully paid-up license to use, copy, distribute, display, modify or remove any Content posted by such user, which license shall include the right to sublicense and the right create derivative works of such Content. Without limiting the generality of the foregoing, each Registered User further acknowledges and agrees that in order to recruit new Users to the Platform NerdRabbit may, and is hereby authorized to, share with recipients outside of the Platform Content from the Site or the Platform consisting of sanitized excerpts of Nerd profiles or Nerdherder opportunities.

Prohibited Activities

1. By using the Site or the Platform, each user hereby agrees that it shall not use the Site or the Platform (a) in any harmful, fraudulent, harassing, offensive, abusive, discriminatory or defamatory way; (b) for any unlawful purpose; (c) for any commercial solicitation purposes; (d) in a manner intended to disrupt or damage the proper functioning of the Site or Platform or to disrupt or damage a third party’s computer system, network or browser; (e) to harvest, collect or commercialize personal data or other information about Registered Users; (f) to compete with NerdRabbit or (g) in a manner that circumvents, directly or indirectly, the obligation to pay NerdRabbit fees due for use of the Platform or Site or for permanent employment, temporary full-time contractor or temporary hourly professional relationships established in connection with such use. Without limiting the generality of the foregoing, NerdRabbit provides equal

opportunities to all employees and applicants and prohibits discrimination of any type in connection with the use of the Site and the Platform, including as to race, color, religion, age, sex (including pregnancy and gender identity), national origin, disability, genetic information, military or veteran status, sexual orientation or any other characteristic protected by applicable law. By using the Site or the Platform each User agrees to comply with all applicable state, local and federal employment laws in connection with its activities hereunder, including in the selection, hiring, placement, promotion, termination, layoff, recall, transfer, leave, compensation, training processes as well as any other employment-related actions.

- Each user further agrees not to introduce any harmful or malicious code in connection with its use of the Site or the Platform or interfere with the proper functioning of the Site or the Platform. By using the Site or the Platform, each Registered User agrees not to circumvent, avoid, bypass or obviate, directly or indirectly, the intent of this Agreement, the Site or the Platform in order to avoid paying NerdRabbit fees due for permanent employment, temporary full-time contractor or temporary hourly professional relationships established in connection with use of the Site or the Platform. If after a Nerdherder “connects” with a Nerd, such Nerdherder enters into a permanent employment, temporary full-time contractor or temporary hourly professional relationship with such Nerd outside the Site or the Platform and/or in avoidance of the fees that would have been due to NerdRabbit for such relationship, the Nerdherder shall pay NerdRabbit the following fees:

Type of Hire	Fee
Nerd Hired as a full-time permanent employee	Two times the fee that would have been due for such Nerd under this Agreement
Nerd engaged as a full-time temporary contractor Hire	Two times the hourly rate paid to the Nerd times the number of hours worked by such Nerd for Nerdherder outside the Platform. The obligation is ongoing and payable for all hours worked by a Nerd outside the Platform in violation of this Agreement.
Nerd engaged as an hourly professional	Two times the hourly rate paid to the Nerd times the number of hours worked by such Nerd for Nerdherder outside the Platform. The obligation is ongoing and payable for all hours worked by a Nerd outside the Platform in violation of this Agreement.
Nerd converted from temp to permanent employee	Two times the conversion fee that would have been due for such Nerd under this Agreement

- NerdRabbit may, in its sole discretion, terminate any user’s access or deny any user access to the Site and the Platform for any or no reason. NerdRabbit has no obligation to make any Content available to any user whose access is terminated.

Disclaimers

- The Site and the Platform are provided AS IS without any warranty of any kind. NERDRABBIT MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, AS TO THE SITE OR THE PLATFORM, INCLUDING CONTENT. NERDRABBIT DOES NOT WARRANT THAT THE SITE OR THE PLATFORM WILL OPERATE UNINTERRUPTED OR ERROR FREE. NERDRABBIT DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, AS TO THE SITE, THE PLATFORM AND CONTENT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE AND NON-INFRINGEMENT.

2. IN NO EVENT WILL NERDRABBIT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, LOST PROFIT OR LOST REVENUE DAMAGES HEREUNDER OR IN CONNECTION WITH THE USE OF THE SITE OR THE PLATFORM OR ANY CONTENT. IN NO EVENT WILL NERDRABBIT BE LIABLE FOR ANY LOST DATA OR CONTENT ARISING IN CONNECTION WITH THE USE OF THE SITE OR THE PLATFORM. NERDRABBIT'S MAXIMUM AGGREGATE LIABILITY TO ANY USER OF THE SITE OR THE PLATFORM, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING IN CONNECTION WITH THIS AGREEMENT, THE USE OF THE SITE OR THE PLATFORM, OR ANY CONTENT, SHALL IN THE CASE OF A NERDHERDER NO EVENT EXCEED THE FEES THERETOFORE PAID BY SUCH NERDHERDER TO NERDRABBIT UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM AND IN THE CASE OF A NERD SHALL IN NO EVENT EXCEED \$500.

Indemnification

By using the Site or the Platform, each user hereby agrees to indemnify, defend and hold harmless NerdRabbit, its affiliates, parent entities and each of their respective officers, managers, members, directors and employees, from and against any claims, losses, liabilities, damages and expenses, including reasonable attorneys' fees, that that they may incur in connection with such user's use of the Site or the Platform, any relationship formed by any Nerdherder or Nerd in connection with the Site or the Platform or any Content posted, uploaded or transmitted by such user on the Platform or Site. NerdRabbit reserves the right to assume control of the defense of any claim subject to the indemnification obligation set forth herein and no indemnifying party may settle any claim without NerdRabbit's prior written consent.

Ownership of Intellectual Property

Each User's use of the Site and the Platform shall be revocable, limited and non-exclusive. NerdRabbit may terminate a User's use of the Site or Platform or discontinue providing access to the Site or the Platform at any time and for any reason. A User may not transfer, assign or sublicense its use of the Site or the Platform. The Site and the Platform are provided free of charge on an AS-IS basis by NerdRabbit. NerdRabbit does not make any warranty, whether express or implied, as to the Site or the Platform. NERDRABBIT DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE Site or the Platform. NerdRabbit does not warrant or represent that use of the Site or the Platform will be uninterrupted or error free. All right, title and interest in and to the Site and the Platform are owned exclusively by NerdRabbit and its licensors. All rights in and to the Site and the Platform are reserved by NerdRabbit and its licensors. Users may not use the Site or the Platform except as expressly permitted in writing by NerdRabbit. Users may not modify, copy, commercialize, distribute, reverse engineer, reverse compile, disassemble, or transfer the Site or the Platform. All additions, developments, modifications, enhancements, customizations or adaptations, including all derivative works, of or to the Site or the Platform and all feedback pertaining to the Site or the Platform shall belong solely to NerdRabbit and its licensors.

Privacy:

The Information We Collect

This policy applies to all information collected or submitted on the Site and the Platform . NerdRabbit and its parent companies are the sole owners of the information collected or submitted on our Site or Platform. Our server automatically records the IP address, browser type, ISP referring/exit pages, click stream data, date/time stamp of each visitor to our Site where possible. We do not automatically record individual e-mail addresses or other personally identifiable information unless this information is supplied voluntarily by a visitor. Visitors volunteer their information when they complete Site or Platform registration forms, complete newsletter registration forms, use or

communicate on the Platform, upload or post Content to the Platform or participate in Site surveys. Information volunteered by our visitors is also collected.

Cookies

We use cookies on our Site to make it easier for visitors to navigate our Site. The cookies enable us to track and target the interests of our visitors so that we can improve our Site and our visitors' experience on our Site.

How We Use the Information We Collect Automatically

Information we collect automatically from our visitors, including the use of cookies, is used to improve the content of our Site, to analyze trends, to administer our Site, to gather information about our visitor base as a whole and to track movements around our Site.

How We Use the Information We Collect Voluntarily

Personally identifiable information that our visitors voluntarily supply is used to respond to visitor inquiries submitted to us, to notify visitors about updates to our Sites, to connect Users on the Platform to facilitate communications, engagements and payments on the Platform and for all other uses consistent with the purposes for which the Platform has been designed. In addition, visitors who provide their postal addresses may receive periodic mailings from us with information on new products and services or upcoming events. Visitors who provide their phone numbers may receive periodic telephone calls from us with information on new products and services or upcoming events. If you do not wish to receive these materials, or you do not want us to use your information for purposes other than those for which it was originally collected, please let us know by contacting us at the address or phone number above.

Who We Share Information With

Except as otherwise provided in the Agreement, we do not share any information collected or supplied on our Site or Platform with any unaffiliated companies for commercial purposes. We may share the information we collect with our sister or parent companies or with marketing companies we work with solely for internal purposes to guide our marketing strategies. We may also share such information with other Registered Users as intended by the Platform and with third parties to facilitate payments due in connection with the Platform or on a sanitized basis to recruit new Users.

Commitment to Children's Privacy

Our Site is not structured to attract visitors under the age of 13 and we do not maintain any information collected from visitors we know to be under the age of 13.

Agreement Changes

From time to time, we may make changes to this Agreement, including to the ways we use information collected or supplied from our Site. If our Agreement changes, we will post the changes on our Site and provide a mechanism for you to opt out of any changes. If you are concerned about how your information may be used, please check back with our Site periodically to review any updates to this Agreement or the included privacy policy.

How To Access Your Information

If you would like to review, correct or change information we maintain about you from this Site, contact us at the address or phone number above.

Miscellaneous:

Term and Termination

This Agreement shall be binding upon Users upon the date each such User accepts them electronically or starts using the Site or the Platform. By using or accessing the Site or the Platform, each User accepts and agrees to be bound by this Agreement. If any User does not wish to agree to the terms of this Agreement, then such User shall stop using or accessing the Site and the Platform. Pay-as-you-go and annual subscription purchases are non-cancelable by Nerdherders and no refunds for unused hours will be issued. NerdRabbit may terminate this Agreement with respect to any User and thereby terminate a User's access to the Site or the Platform at any time and for any reason. Upon termination of this Agreement, all rights to use the Site and the Platform shall cease. Termination of this Agreement shall not relieve any party of its obligations incurred prior to the effective date of termination. Nerdherder's obligation to pay fees and expenses due hereunder shall survive any termination of this Agreement. Without limiting the generality of the foregoing, if after termination of this Agreement a Nerdherder hires as a permanent employee, engages a temporary full-time or temporary hourly professional Nerd or converts a temporary full-time or temporary hourly professional Nerd and the date of such hire, engagement or conversion is within 12 months of the later of the date the Nerdherder and Nerd connect on the Platform or have their last contact on the Platform, then then Client shall owe the fees due under this Agreement, as applicable for such Nerd.

General

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and supersedes all contracts, proposals or agreements, whether oral or in writing, and all negotiations, discussions and conversations, between the parties with respect thereto. NerdRabbit reserves the right to modify this Agreement. Users shall review this Agreement regularly to be aware of updates and modifications. This Agreement may not be altered, amended or modified by a User. Except for modifications to this Agreement published by NerdRabbit on the Site or the Platform, no changes to this Agreement or waiver of its terms shall be binding upon NerdRabbit unless it has agreed to such change and waiver in a signed writing. This Agreement shall be governed by the laws of the State of Georgia without regard to conflicts of law rules. Any and all actions arising out of or relating to this Agreement shall be brought only in the courts located in the State of Georgia located in Gwinnett County or the United States District Court for the Northern District of Georgia. The parties irrevocably submit to the jurisdiction of each such court in any such action or proceeding. Sections that by their terms are intended to survive termination of this Agreement shall so survive. In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby. Nerdherders will owe interest on past due amounts hereunder at the maximum interest rate allowed by law.