

Shifts4U Terms of Use

LAST UPDATED: July 20, 2021

Shifts4U, through our website and other online services, provides a platform of services (hereafter “Shifts4U Service”) for employers who provide jobs (“Employer” or “Employers”) and job candidates who apply for jobs (“Candidate” or “Candidates”) to interact to fill temp and part-time job positions. By using our website, you agree to be bound by all terms described in this Shifts4U Terms of Use document and all terms incorporated by reference (“Terms”). If you do not agree to all of these terms, do not access or use the Shifts4U Service.

These Terms apply to your access to and use of the Shifts4U Service provided by Shifts4U, Inc. (“Shifts4U”, “we”, “our”, and “us”). Additional terms (including, but not limited to, the terms of social media services, third-party payment processors, and third-party fulfillment providers) may apply to particular functionalities and features related to the Shifts4U Service.

You warrant that you are at least 18 years old and you are legally capable of entering into binding contracts. If you are under 18 years old, you warrant that you have obtained consent from your parent or guardian who agrees to be bound by these Terms on your behalf.

Shifts4U’s obligations are limited only to the provision of the Shifts4U Service and do not in any way include acting on the behalf of our users. Nothing in these Terms is intended to, or shall, establish any partnership or joint venture between Shifts4U and our users.

(1) Shifts4U Service

Shifts4U Service includes, without limitation, the following features:

- The ability for Employers to post jobs and to provide information about the jobs and Employers’ organizations.
- The ability for Employers to view information about Candidates who apply for the posted jobs.
- The ability for Employers to screen Candidates and communicate with them.
- The ability for Candidates to complete online resumes on our website with information including, without limitation, name, photograph, location, contact information, education background, work experience, skills, and recommendations provided by third parties.
- The ability for Candidates to apply for jobs posted on our website.
- Any other features and functionalities provided by Shifts4U, including use of our forums.

(2) Purchase and Payment

There is no charge from us for a candidate to apply for jobs on our website.

There may be a fee for employers to make a purchase including, without limitations, posting a job. If you wish to post jobs when fees are required or make any purchases with Shifts4U, you may be

asked to supply certain information including, without limitation, your credit card number, the expiration date of your credit card, security code, and your billing address. You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with your payment; and that (ii) the information you supply to us is true, correct and complete. By submitting such information, you grant us the right to provide the information to third parties for purposes of processing your payments. Shifts4U, in its sole and absolute discretion (“Discretion”) and at any time, may modify our fees for Employers to post jobs. Latest fees are posted on our Pricing Page. You Employer acknowledge that, once you confirm to pay the specified posting fee during the process of posting your job, there will be no refund of your payment under any circumstance.

We reserve the right to refuse or cancel an Employer’s purchase if an unauthorized or illegal transaction or fraud is suspected. We reserve the right to refuse or cancel an Employer’s purchase at any time for certain reasons including but not limited to: product or service availability, any error in the description or price of the product or service, any error in your order, any error in internet transmission, or any error or disruption for other reasons.

(3) Content Provided by Employers and Candidates

You, Employers or Candidates, are responsible for all content that you post to the Shifts4U Service (“User Content”), including its legality, reliability, and appropriateness. By posting User Content to the Shifts4U Service, you represent and warrant that: (i) the User Content is yours or you have the right to use it; (ii) you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute your User Content on and through the Shifts4U Service, and (iii) the posting of your User Content on or through the Shifts4U Service does not violate the rights of any person, including, without limitation, privacy rights, publicity rights, copyrights, contract rights or any other intellectual property rights. Further, you warrant that: (i) the User Content will not cause you or us to breach any law, regulation, rule, code or other legal obligation; (ii) the User Content will not or could not be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy (in each case, as determined in Shifts4U’s Discretion); (iii) the User Content will not be unsolicited, undisclosed or unauthorized advertising; (iv) the User Content does not contain software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware or telecommunications equipment; and (v) the User Content does not cause us any harm (as determined in Shifts4U’s Discretion). You acknowledge that we are under no obligation to monitor the accuracy or reliability of your User Content. You acknowledge that we may remove your User Content or Account if we determine you violate our Terms. You acknowledge and agree that all User Content you provide on the Shifts4U Service, with the exception of your credit card information which will not be stored in our servers, will be made public and that you bear the risks involved with such public disclosures.

(4) Accounts

When you create an account with us, you must provide us information that is accurate and complete, and keep such information current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on the Shifts4U Service.

You may not use as a username or login ID the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene (as determined in Shifts4U's Discretion).

You are responsible for safeguarding the password that you use to access the Shifts4U Service and for any activities or actions under your password, whether your password is with the Shifts4U Service or a third-party service such as a social media service.

You agree not to disclose your password to any third party. You agree to be fully responsible for activities that relate to your account or your password. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

Any opinions, advice, statements, services, offers, or other information or content expressed or made available by any Candidates or Employers are those of the respective authors or distributors and not of us. You accept and acknowledge that Shifts4U shall have no obligation or liability with respect to these opinions, advice, statements, services, offers, or other information or content.

(5) Updates

We constantly update our products and services on our website. There may be delays or interruptions with the Shifts4U Service during any updates or maintenance of our website. You acknowledge that Shifts4U has the right to change or update information on our website and to correct errors, inaccuracies, or omissions at any time without prior notice.

(6) Links To Other Web Sites

The Shifts4U Service may contain links to third-party web sites or services that are not owned or controlled by Shifts4U. You accept that Shifts4U shall have no responsibility for goods, services, content, privacy policies, actions or practices of any third party sites.

We only provide links to external websites as a convenience, and the inclusion of such a link to external websites do not imply our endorsement of those websites. You acknowledge and agree that when you access other websites on the Internet, you do so at your own risk.

(7) Termination

You acknowledge that we may terminate your account immediately, without prior notice or liability, for any reason whatsoever (or for no reason at all), including cases when we determine, in our discretions, that you breach the Terms. Upon termination, your right to use the Service will immediately cease.

If you wish to terminate your account, you can email us at support@shifts4u.com, and you may simply discontinue using the Shifts4U Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, no warranty provision, indemnification and limitations of liability.

You acknowledge that Shifts4U will not be liable to you or any third party for any claims or damages arising out of any termination or suspension of your account.

(8) Indemnification

As a condition of your access to and use of the Shifts4U Service, you agree to indemnify us, our parent, subsidiaries and affiliates, and our and their respective directors, officers, stockholders, employees, consultants, licensors, attorneys, successors, assigns, agents and other representatives (collectively the “Shifts4U Parties”) from all damages, claims, losses, actions, suits, costs, expenses and other liabilities, including but not limited to legal fees and expenses, relating to any claim arising out of your use of the Shifts4U Service or relating to your breach of these Terms and any applicable law.

This indemnification section survives the termination of your account.

(9) Limitation Of Liability

You agree that the Shifts4U Parties shall not be liable for any damages suffered as a result of your accessing or using the Shifts4U Service. Except to the extent required by applicable law, in no event shall Shifts4U be liable for any direct or indirect, punitive, incidental or consequential damage (including loss of business, revenue, profits, use, privacy, data, goodwill or other economic advantage) however it arises, whether for breach of contract or in tort.

You have sole responsibility for adequate security protection and backup of data and/or equipment used in connection with your usage of the Shifts4U Service. You further acknowledge that you will not make a claim against us for lost data, lost time, lost work, inaccurate instruction, work delays or lost profits resulting from the use of the Shifts4U Service. You must not assign or otherwise dispose of your account to any other person without our written consent.

You accept that, without limiting the foregoing, our aggregate liability to you will not exceed, in total, the monetary amounts paid by you to us.

(10) No Warranty, No Guarantee

Shifts4U does not provide advice to Employers regarding the quality of Candidates including, without limitation, the suitability, honesty, truthfulness, availability, any other characteristics of, or any actions or statements made by, any Candidate. You, Employer, accept that Shifts4U is not responsible or liable for the information provided by a Candidate. We strongly advise you to exercise caution and do your own due diligence in conducting your hiring process. Shifts4U does not provide guarantee to Employers that they will find their right Candidates or obtain their desired outcomes by using the Shifts4U Service.

Shifts4U does not provide advice to Candidates regarding the accuracy or quality of jobs posted on our website, or which jobs Candidates should apply to. You, Candidate, accept that Shifts4U is not responsible or liable for the information provided by an Employer or on any job post. Shifts4U does not provide guarantee to Candidates that they will find their right jobs or obtain their desired outcomes by using the Shifts4U Service.

The content of our website is provided without warranties or conditions of any kind either express or implied, including but not limited to implied warranties and conditions of merchantability, fitness for a particular purpose or non-infringement.

You, Candidate or Employer, acknowledge that we are not to be held responsible for any disputes or disagreements between an Employer and a Candidate.

(11) Disclaimer

Your use of the Shifts4U Service is at your sole risk. The Shifts4U Service is provided on an “AS IS” and “AS AVAILABLE” basis. The Shifts4U Service is provided without warranties of any kind, whether express or implied.

While Shifts4U takes great steps, including using an SSL server, to ensure security with the use of the Shifts4U Service, Shifts4U does not warrant that a) the Shifts4U Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Shifts4U Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements. You acknowledge that Shifts4U will not be liable for loss or breach of your data for any reasons including, without limitation, cyber attacks.

This disclaimer of liability applies to any damages or injury caused by any failure or alleged failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, or destruction or unauthorized access or, alteration of or use of record in connection with the use or operation of the Shifts4U Service, whether for breach of contract, tortious behavior, negligence or any other cause of action.

The Shifts4U Parties make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the content

contained in the Shifts4U Service for any purpose. Any reliance you place on such information is therefore strictly at your own risk. We disclaim any express or implied warranty representation or guarantee as to the effectiveness of the Shifts4U Service or that the operation of the Shifts4U Service will be uninterrupted or error-free. You acknowledge that Shifts4U will not be liable for the consequences of any interruptions or error in the Shifts4U Service.

(12) Governing Law

These Terms shall be governed and construed in accordance with the laws of the State of California.

(13) Pre-Dispute, Mandatory Binding Arbitration, and Class Action Waiver

Except where prohibited by applicable law, you agree that all disputes arising out of or relating to your use of Shifts4U Service will be exclusively resolved under confidential binding arbitration. You acknowledge and agree that you are waiving the right to bring a lawsuit in court against the Shifts4U parties. Arbitration is a form of private dispute resolution in which parties to a contract agree to submit their disputes and potential disputes to a neutral third person (called an arbitrator) for a binding decision, instead of having such dispute decided in a lawsuit, in court, by a judge or jury trial.

YOU AGREE THAT YOU MAY ONLY BRING A CLAIM IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU FURTHER AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OR CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

“Claim” means any dispute between you, the Shifts4U Parties, and/or any involved third party relating to your account, your use of the Shifts4U Service, your relationship with Shifts4U Parties, or these Terms. The Shifts4U Parties agree to binding arbitration should we have any Claims against you. Likewise, you agree to binding arbitration should you have any Claims against Shifts4U Parties. By agreeing to arbitrate, you waive the right to go to court and agree instead to submit any Claims to binding arbitration.

Mandatory Pre-Dispute Procedures. You acknowledge and agree that before initiating any Claim against any of the Shifts4U Parties, you will first give us an opportunity to resolve your problem or dispute. This includes sending a written description of your problem or dispute to us. You may send the written description by certified mail to: 545 39th Avenue, Suite 7, San Francisco, CA 94121. You agree to negotiate with the Shifts4U Parties in good faith about your problem or dispute. If your problem or dispute is not resolved to your satisfaction within 60 days after the Shifts4U Parties’ receipt of your written dispute, you agree to the dispute resolution provisions below.

Commencement of Arbitration. Except where otherwise prohibited by law, you and the Shifts4U Parties agree to commence any arbitration proceeding within one (1) year after the Claim arises (including the mandatory pre-dispute procedures outlined above) and that any proceeding commenced after this said (one) 1 year shall be barred.

Arbitration Fees. The Shifts4U Parties shall pay for all filing and arbitrator fees for an arbitration initiated by either party. You agree that you and Shifts4U Parties shall each pay their own additional fees, costs, and expenses, including, but not limited to, those for their own attorneys, experts, documents, and witnesses.

Enforceability. This provision survives termination of your account or relationship with Shifts4U, bankruptcy, assignment or transfer. If a portion of this arbitration provision (other than the class action waiver) is deemed unenforceable, the remaining portions of this arbitration provision shall remain in full force and effect.

(14) Assumption of Risks

You acknowledge and agree that there are risks associated with utilizing an internet-based marketplace and interacting with other users online or in person. You accept that Shifts4U is not responsible for investigating or verifying any user's reputation, conduct, criminal background or any information users may submit to Shifts4U Service. You accept that you are solely responsible for taking all necessary precautions when interacting with other users, particularly meeting other users in person, and that you are solely responsible for all risks related to using the Shifts4U Service, including without limitations all online and offline interaction with other users.

(15) Privacy Policy

In addition to these Terms, your use of our Website and the Shifts4U Service is subject to our Privacy Policy posted on our website.

(16) Copyright Policy

It is Shifts4U's policy to respect the copyright and intellectual property rights of others. Shifts4U may remove content that appears to infringe the copyright or other intellectual property rights of others. In addition, Shifts4U may terminate accounts of, and access by, users who appear to infringe the copyright or other intellectual property rights of others.

Please direct inquiries regarding infringement issues by email to support@Shifts4U.com.

(17) Changes

We reserve the right, in Shifts4U's Discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect.

It is your sole responsibility to periodically check these Terms for any changes. If you do not agree with any of the changes to these Terms, it is your sole responsibility to stop using the Shifts4U Service. Your continued use of the Shifts4U Service will be deemed as your acceptance thereof.

Contact Us

If you have any questions about these Terms, please contact us at support@Shifts4U.com.