

PORTAL USE AGREEMENT

BY ACCEPTING AND ACCESSING THE FLAGGERS 4 HIRE PORTAL SITE OR THE ASSOCIATED MOBILE SITE, YOU AGREE, ON BEHALF OF THE CLIENT, (“CLIENT”), TO BE BOUND BY ALL THE TERMS AND CONDITIONS FOR USE OF THE PORTAL AND YOU ACKNOWLEDGE, ON BEHALF OF CLIENT, THESE TERMS AND CONDITIONS CONSTITUTE A BINDING AGREEMENT (THE “AGREEMENT”) BETWEEN **CLIENT**, AND **FLAGGERS 4 HIRE TEMPORARY SERVICES (“FLAGGERS 4 HIRE”)**. AS USED IN THIS AGREEMENT, THE TERM “**CLIENT**” INCLUDES ALL EMPLOYEES AND AGENTS CLIENT AUTHORIZES TO ACCESS THE **FLAGGERS 4 HIRE** PORTAL SITE OR THE ASSOCIATED MOBILE SITE (COLLECTIVELY, THE “SITE”). AS USED IN THIS AGREEMENT, CLIENT AND FLAGGERS 4 HIRE ARE THE “PARTIES” TO THIS AGREEMENT.

1. DESIGNATION OF CLIENT ADMINISTRATOR

CLIENT shall assign an employee or agent to act as its Administrator for this Agreement and the relationship with FLAGGERS 4 HIRE. The Administrator shall be responsible for the following:

- The Administrator shall be the primary point of contact for FLAGGERS 4 HIRE with regard to the information and services provided through the Site;
- The Administrator shall provide FLAGGERS 4 HIRE with the names of the CLIENT employees or agents who, upon successful registration on the Portal Site, shall be CLIENT’s authorized users (each a “USER” and collectively “USERS”) of the Site;
- The Administrator shall be a USER of the Site;
- The Administrator shall provide a copy of this Agreement to each USER and shall direct each USER to review the instructional materials available on the Portal Site for proper use of the Site;
- The Administrator shall promptly notify FLAGGERS 4 HIRE of any error or inaccurate information transmitted to FLAGGERS 4 HIRE;
- The Administrator shall promptly notify FLAGGERS 4 HIRE upon the transfer, resignation, retirement or termination of employment of any USER.

CLIENT shall be solely responsible and liable for the acts and omissions of its USERS on or through the Site and for the acts or omissions of any third party that accesses the Site by or through CLIENT’s or its USERS’ USER ID and Password/PIN (as defined below). CLIENT shall remain solely responsible and liable for the acts and omissions of its USERS on or through the Site until CLIENT or its Administrator notifies FLAGGERS 4 HIRE that the USER is no longer authorized to access the Site.

2. COPYRIGHTS, TRADEMARKS AND SERVICE MARKS

The Site and all code and imbedded materials, logos, trade and service marks, trade names, FLAGGERS 4 HIRE information, and customization or restructuring of other information accessible through the Site, as well as all derivative works, modifications, enhancements and derivatives of the Site (collectively “Site Information”), are the property of FLAGGERS 4 HIRE alone. Nothing herein shall be construed as a transfer or conveyance of any right, title or interest in Site Information, and CLIENT acquires no right, title or interest in Site Information through this Agreement or any use of the Site.

CLIENT warrants that it owns and has full rights and permission to use and publish any information posted by it or any of its USERS, or furnished by it or its USERS to FLAGGERS 4 HIRE for posting to the SITE. CLIENT agrees that FLAGGERS 4 HIRE’ posting of any CLIENT information does not infringe any third party rights. CLIENT consents to FLAGGERS 4 HIRE’

posting of any such CLIENT information and to FLAGGERS 4 HIRE' use of the CLIENT information in delivering and improving services to CLIENT.

3. REGISTRATION PROCESS AND SECURITY

Only USERS who have completed the FLAGGERS 4 HIRE registration process may access and use the Site. As part of the registration process, USERS will need to provide FLAGGERS 4 HIRE certain registration information, all of which must be accurate and kept current. USERS will provide a valid Email Address. USERS will be provided a Customer Code and an initial "Password/PIN." USERS must change the Password/ PIN to ensure the security of the Site and the information available through the Site. USERS must provide a Password/ PIN that meets the security protocols for the Site. FLAGGERS 4 HIRE may reset the USERS' Passwords/ PINs on request or at any time at its own discretion. CLIENT is responsible to verify that USERS select or use a unique Email Address, associated with the CLIENT's FLAGGERS 4 HIRE Customer Code.

USERS are prohibited from:

- Using the Password/ PIN of another person with the intent to impersonate that person; and
- Permitting any third party to use the USER's FLAGGERS 4 HIRE Portal Login information.

Failure to comply with the foregoing shall constitute a breach of this Agreement, which may result in immediate termination of a USER's or CLIENT's access to the Site.

CLIENT agrees to keep assigned USER Customer Code and Passwords/PINs confidential and to immediately notify FLAGGERS 4 HIRE: (a) if there is any reason to believe an assigned Customer Code and/or Passwords/PIN has been improperly disclosed or otherwise compromised, (b) of any known or suspected unauthorized use(s) of a Customer Code and/or Passwords/PIN, or (c) any known or suspected breach of security, including loss, theft, or unauthorized use of Customer Code and/or a Password/PIN.

FLAGGERS 4 HIRE may monitor CLIENT's use of the Site to ensure compliance with this Agreement.

CLIENT AND USERS ARE ADVISED NOT TO POST PERSONALLY IDENTIFYING INFORMATION OR CONFIDENTIAL OR COMMERCIALY SENSITIVE INFORMATION TO THE SITE. The Internet is inherently an unsecure environment. FLAGGERS 4 HIRE uses commercially reasonable hardware and software techniques (i.e., firewalls, encryption, authentication, stand-alone network) to secure the confidentiality of CLIENT and USER information provided to FLAGGERS 4 HIRE or posted to the Site.

CLIENT, on its own behalf and on behalf of its USERS, expressly waives any claim, cause of action, loss or damage, against FLAGGERS 4 HIRE, its owners, officers, directors, employees, agents, contractors, representatives, associated businesses, information providers, affiliates, licensors and licensees that arises in any way out of the unintentional disclosure of CLIENT's or any USER's confidential information by FLAGGERS 4 HIRE, its employees or agents, or by any user of the Site. This waiver includes any claim related to disclosure of CLIENT's or any USER's information resulting from any third party access to the Site through spoofing, phishing, social engineering, or other deceptive or unauthorized means.

4. INDEMNITY

CLIENT agrees to indemnify, defend and hold FLAGGERS 4 HIRE, and all of its owners, officers, directors, employees, agents, contractors, representatives, associated businesses, information providers, affiliates, licensors and licensees (collectively "the Indemnified Parties") harmless from

and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach of this Agreement or the foregoing representations, warranties and covenants by CLIENT or any of its USERS, including, without limitation, indemnification for any attorney fees and costs incurred by any of the Indemnified Parties as a result of the breach. FLAGGERS 4 HIRE reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by CLIENT, and CLIENT shall not in any event settle any claims arising from a violation of this Agreement or the foregoing representations, warranties and covenants without FLAGGERS 4 HIRE' written consent.

5. NO WARRANTIES; DISCLAIMERS OF LIABILITY

ERRORS OR OMISSIONS IN INFORMATION. Although FLAGGERS 4 HIRE strives to ensure the integrity and accuracy of the Site, it makes no guarantees whatsoever as to the accuracy of information contained in the Site, and assumes no liability or responsibility for errors or omissions contained therein.

CLIENT RESPONSIBILITY TO NOTIFY OF ERRORS. In the event that an error or omission arises, CLIENT is responsible to inform FLAGGERS 4 HIRE promptly so that it can be corrected. FLAGGERS 4 HIRE reserves the right, in its sole discretion, to correct any error or omission in any portion of the Site.

NO WARRANTIES. The Site, including any content or information contained within it or any Site-related service, is provided "as is" with no representations or warranties of any kind, either express or implied including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. CLIENT assumes total responsibility and risk for its use of the Site, and the use by any USER using USER ID or Password/PIN registered to any of CLIENT's USERS.

IN NO EVENT SHALL FLAGGERS 4 HIRE BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, SITE-RELATED SERVICES AND/OR CONTENT OR INFORMATION CONTAINED WITHIN THE SITE. FLAGGERS 4 HIRE WILL USE COMMERCIALY REASONABLE EFFORTS TO MAINTAIN THE OPERATION OF THE SITE IN ACCORDANCE WITH THIS AGREEMENT, AND TO PREVENT AND CORRECT ANY INACCURATE INFORMATION OR BREACHES OF SECURITY. HOWEVER, FLAGGERS 4 HIRE DOES NOT GUARANTEE THAT THE CONTENT OF THE SITE WILL BE TECHNICALLY SUITABLE FOR VIEWING ON CLIENT'S OR USERS' COMPUTER(S) OR OTHER DEVICE(S) OR THAT THE SITE WILL BE ACCESSIBLE TO CLIENT AT ALL TIMES (E.G., MAINTENANCE WINDOWS, POWER AND SYSTEM OUTAGES, AND OTHER CIRCUMSTANCES OUTSIDE THE CONTROL OF FLAGGERS 4 HIRE). CLIENT'S SOLE REMEDY FOR ANY DISSATISFACTION WITH THE SITE AND/OR SITE-RELATED SERVICES IS TO STOP USING THE SITE AND THOSE SERVICES. FLAGGERS 4 HIRE DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY FOR INTERRUPTIONS OF SERVICE TO THE SITE.

FLAGGERS 4 HIRE MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER THAT THE SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. FLAGGERS 4 HIRE HAS TAKEN PRECAUTIONS BUT CANNOT GUARANTEE THAT THE SITE AND THE ASSOCIATED SERVER(S) ARE FREE OF COMPUTER VIRUSES. FLAGGERS 4 HIRE DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY FOR ANY BREACH OF SECURITY

ASSOCIATED WITH THE TRANSMISSION OF INFORMATION THROUGH THE SITE OR ANY LINK TO OR FROM THE SITE. WHEN ACCESSING THE SITE, CLIENT AND USERS AGREE TO USE ONLY COMPUTER SYSTEMS EMPLOYING REASONABLE AND DEPENDABLE MEANS TO CHECK FOR AND PREVENT THE SPREAD OF COMPUTER VIRUSES.

LIMITATION OF LIABILITY. FLAGGERS 4 HIRE liability under this Agreement, regardless of the form of action, shall not exceed One Thousand U.S. Dollars (\$1,000.00).

6. RIGHT TO CHANGE, SUSPEND OR DISCONTINUE THE SITE

FLAGGERS 4 HIRE may change, suspend or discontinue any aspect of the Site at any time including, but not limited to: (a) the availability of any Site feature, database or content, (b) restricting availability times, (c) restricting compatibility with certain computer software or hardware, (d) restricting amounts of use permitted, and (e) restricting, suspending or terminating CLIENT's and any of its USERS' right to use the Site. FLAGGERS 4 HIRE may also impose limits on certain features or services or restrict access to parts, or all of, the Site without prior notice or liability.

7. GOVERNING LAWS

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona, including the Uniform Electronic Transactions Act, (A.R.S. §§ 44-7001 et seq.), without regard to conflict of laws provisions. This Agreement constitutes the Parties' express agreement to replace any presumptions or requirements in other federal or state-law provisions regarding electronic transactions with the presumptions and requirements stated in the Uniform Electronic Transactions Act, as enacted in Arizona.

8. SPECIFIC ENFORCEMENT AND INJUNCTIVE RELIEF

CLIENT acknowledges that FLAGGERS 4 HIRE will be irreparably harmed and would not have an adequate remedy at law in the event of a violation by CLIENT or any USER of this Agreement including, but not limited to, any effort to compromise Site security by attempting to access data and/or information not specific to the CLIENT or the USER. Therefore, the Parties agree that FLAGGERS 4 HIRE shall be entitled to an injunction or any appropriate decree of specific performance for any such actual or threatened breach by the CLIENT, its employees, agents, or USERS. The foregoing remedy shall be in addition to any other remedies available to FLAGGERS 4 HIRE in law or in equity.

9. MISCELLANEOUS

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between CLIENT and FLAGGERS 4 HIRE **with respect to use of the Site**. The Parties have separately agreed to the terms and conditions under which FLAGGERS 4 HIRE provides Temporary Services to CLIENT (the "Service Agreement"). By use of the Site by any of its USERS, CLIENT reaffirms the terms and conditions, as well as the allocation of responsibilities and legal duties, set out in the Service Agreement.

AMENDMENTS. FLAGGERS 4 HIRE may amend this Agreement at any time and from time to time. CLIENT's continued use of the Site with knowledge or reasonable notice of any changes shall be deemed acceptance of any such change.

ASSIGNMENT. This Agreement, and the rights and obligations hereunder, may not be assigned or transferred by either Party without the prior written consent of the other Party, except that either Party may assign this Agreement to any of its affiliates.

SEVERABILITY. In the event that any one or more of the provisions contained in this Agreement should, for any reason, be held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect. If any provision of this Agreement is held to be excessively broad, the court shall reform and construe the Agreement by limiting and reducing the provision so as to be enforceable to the maximum extent permitted by law.

TERMINATION. Either Party may immediately terminate this Agreement upon written notice to the other party. Upon such termination, FLAGGERS 4 HIRE will end CLIENT's and its USERS' access to the Site, except to the extent CLIENT requests continued access to invoices and payment information available on the Site. CLIENT will remain liable for unpaid invoices and for payments related to work performed by FLAGGERS 4 HIRE employees despite any termination of this Agreement or of CLIENT's or its USERS' access to the Site.