

MASSIVE TERMS OF USE AGREEMENT

Last Updated Date: 5/6/2026

Welcome to Massive, a modern job search and application assistance platform (the “Platform”) provided by Do a Huddle, Inc. (dba Massive) (“Massive”). The Platform is designed to help individuals seeking employment (“Candidates”) to gather insights about companies seeking employees (“Employers”) and provide tools to enable individuals to apply to open positions with Employers (“Jobs”).

PLEASE READ THIS TERMS OF USE AGREEMENT (THE “TERMS OF USE”) CAREFULLY. THE PLATFORM, THE INFORMATION ON THE PLATFORM, AND THE SERVICES AND RESOURCES AVAILABLE OR ENABLED VIA THE PLATFORM (EACH A “SERVICE” AND COLLECTIVELY, THE “SERVICES”), ARE CONTROLLED BY MASSIVE. THESE TERMS OF USE ALONG WITH ALL SUPPLEMENTAL TERMS THAT MAY BE PRESENTED TO YOU FOR YOUR REVIEW AND ACCEPTANCE (COLLECTIVELY, THE “AGREEMENT”), GOVERN YOUR ACCESS TO AND USE OF THE SERVICES. BY CREATING A USER PROFILE, COMPLETING THE APPLICATION OR REGISTRATION PROCESS, OR ACCESSING OR USING ANY OF THE SERVICES, INCLUDING BY CONDUCTING AN INTERVIEW WITH AN EMPLOYER OR PROVIDING ANY OTHER INFORMATION THROUGH THE PLATFORM, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE AGREEMENT, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH MASSIVE, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE AGREEMENT. THE TERM “YOU” REFERS TO THE INDIVIDUAL ACCESSING OR USING THE SERVICES. IF YOU DO NOT AGREE TO BE BOUND BY THE AGREEMENT, YOU MAY NOT ACCESS OR USE ANY OF THE SERVICES.

IF YOU SUBSCRIBE TO THE SERVICES FOR A TERM (THE “INITIAL TERM”), THE TERMS OF USE WILL BE AUTOMATICALLY RENEWED FOR ADDITIONAL PERIODS OF THE SAME DURATION AS THE INITIAL TERM AT MASSIVE’S THEN-CURRENT FEE FOR SUCH SERVICES UNLESS YOU DECLINE TO RENEW YOUR SUBSCRIPTION IN ACCORDANCE WITH SECTION 4.2 (AUTOMATIC RENEWAL) BELOW.

PLEASE BE AWARE THAT SECTION 15 (DISPUTE RESOLUTION) OF THE AGREEMENT BELOW CONTAINS PROVISIONS GOVERNING HOW ANY DISPUTES BETWEEN US WILL BE RESOLVED. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

PLEASE BE AWARE THAT SECTION 1.5 (MASSIVE COMMUNICATIONS) OF THE AGREEMENT BELOW CONTAINS YOUR OPT-IN CONSENT TO RECEIVE COMMUNICATIONS FROM US, INCLUDING, AS APPLICABLE, VIA E-MAIL.

PLEASE NOTE THAT THE AGREEMENT IS SUBJECT TO CHANGE BY MASSIVE IN ITS SOLE DISCRETION AT ANY TIME. WHEN CHANGES ARE MADE, MASSIVE WILL MAKE A COPY OF THE UPDATED AGREEMENT AVAILABLE AT JOINMAASSIVE.COM (THE “WEBSITE”) AND ON THE PLATFORM AND UPDATE THE “LAST UPDATED DATE” AT THE TOP OF THESE TERMS OF USE. IF WE MAKE ANY MATERIAL CHANGES TO THE

AGREEMENT, WE WILL PROVIDE NOTICE OF SUCH MATERIAL CHANGES ON THE WEBSITE AND THE PLATFORM. ANY CHANGES TO THE AGREEMENT WILL BE EFFECTIVE IMMEDIATELY FOR NEW USERS OF THE SERVICES AND WILL BE EFFECTIVE FOR EXISTING USERS UPON THIRTY (30) DAYS AFTER THE “LAST UPDATED DATE” AT THE TOP OF THESE TERMS OF USE. IF YOU DO NOT AGREE TO THE UPDATED AGREEMENT, YOU MUST STOP USING ALL SERVICES UPON THE EFFECTIVE DATE OF THE UPDATED AGREEMENT. OTHERWISE, YOUR CONTINUED USE OF ANY OF THE SERVICES AFTER THE EFFECTIVE DATE OF THE UPDATED AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THE UPDATED AGREEMENT. PLEASE REGULARLY CHECK THE WEBSITE AND THE PLATFORM TO VIEW THE THEN-CURRENT AGREEMENT. YOU AGREE THAT MASSIVE’S CONTINUED PROVISION OF THE SERVICES IS ADEQUATE CONSIDERATION FOR THE CHANGES IN THE UPDATED AGREEMENT.

1. THE SERVICES

1.1 Description of the Services

The Services include the following, which may be purchased separately or bundled together:

- **Search:** Search allows you to search, review, and manually apply for available Jobs with Employers that are included in our database. As a subscriber to “Search”, you will have access to insights relating to several Employers included in the Platform’s database.
- **Magic Resume:** Magic Resume applies artificial intelligence and machine learning tools in order to assist you in creating a resume and/or cover letter for each Job for which you apply.
- **Auto Apply:** Auto Apply applies artificial intelligence and machine-learning tools in order to automatically prepare and submit job applications to potential Employers on your behalf. As part of Auto Apply, you will be required to complete a questionnaire about your skills, experience, preferences, and other information (“Questionnaire”). Auto Apply uses your Questionnaire and Candidate Information to identify Jobs that may be relevant to you, prepare application materials (including resumes, cover letters, and responses to application questions), and submit applications directly into Employer applicant tracking systems or other platforms. Massive may, in its sole discretion, provide you a period of time to review, edit, or decline one or more proposed applications before submission (a “Review Period”). Massive does not guarantee that any Review Period will

be provided, and the length and availability of any Review Period may vary, may be modified at any time, or may be disabled entirely. You authorize Massive to access and interact with external systems, job portals, or forms necessary to prepare or submit your job applications, subject to your settings and the functionality of the Services. You acknowledge and agree that any application prepared through Auto Apply may be submitted automatically without additional notice or approval from you, including where no Review Period is offered or where a Review Period expires without action by you. You are solely responsible for reviewing and ensuring the accuracy, legality, and completeness of all materials submitted through Auto Apply, and Massive is not responsible or liable for any inaccuracies, omissions, or errors in the materials used to apply on your behalf.

- **Email Proxy Services:** Massive may provide you with a unique, Massive-managed email address for the purpose of submitting job applications and corresponding with potential employers. You authorize Massive to send, receive, access, store, forward, and process any communications transmitted through such proxy email address on your behalf. You acknowledge that the proxy email address is owned and controlled by Massive, and may be monitored for fraud, abuse, or compliance with this Agreement. You agree not to use the proxy email address to send unlawful, threatening, discriminatory, or fraudulent communications, or any communications unrelated to job applications. Massive may suspend or terminate Services for any misuse of the proxy email system. Massive does not guarantee the delivery, receipt, or forwarding of any communication sent through the proxy email system. Employers may block, filter, or redirect such communications, and Massive has no responsibility for any such actions. Massive may delete or disable the proxy email address at any time after termination and is not obligated to retain or forward communications.
- **Gmail Integration (optional):** If you opt in, you may authorize Massive to access your connected Google account through Google OAuth for the purpose of sending job-application correspondence from your own Google email address and receiving replies in connection with applications submitted through the Service. The integration uses the `openid` and `https://www.googleapis.com/auth/userinfo.email` scopes solely to identify your verified Google account email address, and the `https://www.googleapis.com/auth/gmail.modify` scope to read messages relevant to your applications, send messages on your behalf, fetch new messages from your inbox via the Gmail history feed, subscribe your inbox to Gmail's push-notification service, and modify labels of messages Massive processes. Massive does not request permission to delete your messages and does not request access to your Google profile name, profile picture, or any other identity field. The Gmail Integration is voluntary and may be disconnected at any time from your Massive settings or directly from your Google account at <https://myaccount.google.com/permissions>. When you disconnect, Massive revokes the tokens, cancels the push-notification subscription, and stops reading or sending mail through that account. Massive's use, storage, and transfer of any data obtained from your connected Google account through the Gmail Integration is governed by the Massive Privacy Policy and complies with the [Google API Services User Data Policy](#), including the Limited Use requirements. In particular, Massive does not use

Google user data to serve advertising and does not use Google user data to train generalized artificial-intelligence or machine-learning models.

1.2 Limitations of the Services

You acknowledge and agree that while Massive provides tools, information, and resources relating to Employers and/or Jobs, we are not responsible or liable for changing market conditions or Job posting changes (including the failure of an Employer to remove a fulfilled Job). Further, while Massive provides tools, information, and resources, designed to help you with your Job search and application process, it is ultimately your responsibility to review and confirm any materials, including Job applications, resumes, and cover letters, for the accuracy, legality, and completeness of all such materials. We are not liable for any loss, damages, or liability, caused by the omissions, false statements, or inaccuracies, of any such materials. Certain employers or external websites may prohibit automated access, automated job applications, or the use of third-party agents. You acknowledge and agree that you are solely responsible for ensuring that your use of the Services complies with any third-party terms applicable to job applications, and Massive shall have no liability arising from any such third-party terms or restrictions. AI-generated responses, resumes, or application materials may contain errors, omissions, or inaccuracies, and you agree that you are solely responsible for reviewing and validating all content prior to or after submission. Massive does not guarantee the accuracy or legal compliance of any materials generated by AI models. PLEASE NOTE THAT MASSIVE MAKES NO WARRANTY OR GUARANTEE REGARDING THE SUCCESS OF YOUR JOB SEARCH, INCLUDING THAT ANY EMPLOYER WILL REVIEW YOUR MATERIALS, INVITE YOU FOR AN INTERVIEW, AND/OR EMPLOY OR ENGAGE YOU, ON A PART-TIME OR FULL-TIME BASIS.

(a) Automated Access Limitations

You acknowledge that certain Employers or third-party platforms may use CAPTCHA, bot-prevention mechanisms, or other tools that may prevent Massive from successfully preparing or submitting applications on your behalf. Massive does not guarantee that any job application will be successfully submitted, completed, or delivered where such protections are in place.

(b) Submission Timing

Massive does not guarantee the timing, order, prioritization, or successful delivery of any job application. You acknowledge that job postings may change or close at any time and that Massive has no control over Employer hiring timelines or systems.

(c) Not an Employment Agency

You acknowledge and agree that Massive is not a recruiter, employment agency, employment business, or staffing firm, and does not provide recruiting,

placement, or employment services. Massive does not represent or act on behalf of any Employer, does not negotiate employment terms, and does not play any role in hiring decisions. All employment decisions are solely between you and the applicable Employer.

(d) Limited Agency

All actions Massive takes on your behalf are solely technical and administrative in nature and do not include representing you to any Employer, advocating for you, negotiating employment terms, or performing any recruiting, placement, or employment agency services.

1.3 Use of the Services

The Services, and the information and content available on them, are protected by applicable intellectual property laws. Subject to your compliance with these Terms of Use, Massive grants you a limited, non-exclusive, revocable, non-assignable, personal and non-transferable license to access and make personal use of the Platform. Unless subject to a separate license between you and Massive, your right to use any and all Services is subject to the Agreement. You understand that the Services are evolving and that Massive may update the Services with or without notifying you.

1.4 Certain Restrictions

The rights granted to you in the Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit any of the Services; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other parts of the Services (including images, text, page layout or form); (c) you shall not use any metatags or other “hidden text” using Massive’s name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Services (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Services. Any future release, update or other addition to the Services shall be subject to the Agreement. Massive, its suppliers and service providers reserve all rights not granted in the Agreement.

1.5 Massive Communications

By entering into the Agreement or using the Services, you agree to receive communications from us, including via e-mail. Communications from us and our affiliated companies may include but are not limited to: operational communications concerning your Account or the use of the Services, updates concerning new and existing features on the Services, communications concerning promotions run by us or our third-party partners, and news concerning the Massive and industry developments. IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS,

YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF.

2. REGISTRATION

1.1 Registering Your Account

In order to access certain features of the Services you may be required to become a Registered User. For purposes of the Agreement, a “Registered User” is a user who has registered an account with Massive through the Services (“Account”).

1.2 Registration Data

In registering an Account and/or completing a Questionnaire (if applicable), you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the registration form or Questionnaire (the “Registration Data”); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (i) at least eighteen (18) years old; (ii) of legal age to form a binding contract; and (iii) not a person barred from using Massive Properties under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by any other persons, including minors, and you will accept full responsibility for any such unauthorized use. You may not share your Account login or password with anyone, and you agree to (y) notify Massive immediately of any unauthorized use of your password or any other breach of security; and (z) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or Massive has reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current or incomplete, Massive has the right to suspend or terminate your Account and refuse any and all current or future use of the Services (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account at any given time. Massive reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party’s rights. You agree not to create an Account or use the Services if you have been previously removed by Massive, or if you have been previously banned from any of the Services.

1.3 Necessary Equipment and Software

You must provide all equipment and software necessary to connect to the Services. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Services.

2. RESPONSIBILITY FOR CONTENT

2.1 Types of Content

You acknowledge that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags and other materials accessible through the Services (collectively, “Content”) is the sole responsibility of the party from whom such Content originated. This

means that you, and not Massive, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available through the Services, including, without limitation, Candidate Information (as defined below) (“Your Content”), and that you and other users of the Services, and not Massive, are similarly responsible for all Content they make available through the Services (“User Content”).

2.2 Candidate Information

As a Candidate, you may submit your resume, portfolio projects, and other applicable materials or information, including your name, email address, employment and work history, work experience, educational background and skill set (“Candidate Information”) as part of the Questionnaire and/or a Job application. Please remember that Employers to whom you have submitted a Job application may see, and use any Candidate Information that you submit as part of a Job

application. Once you remove certain Candidate Information from the Services (including by updating a Questionnaire), we will cease making that Candidate Information available to Employers, but please note that we do not control how Employers may continue to use any Candidate Information they had access to through the Services prior to such removal.

2.3 Content Provided by Other Users

The Services may contain User Content provided by other Registered Users. Massive is not responsible for and does not control User Content. Massive has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to, User Content. You use all User Content and interact with other Registered Users at your own risk.

2.4 Third-Party Content

Certain Content made available through the Platform, has been independently obtained by certain third-party data and information sources or has been obtained by Massive from Registered Users and/or from other sources including computer algorithms that may include guesswork or other sources of unverified information. The Content made available through the Platform (including insights regarding Employers) is intended solely for informational purposes.

2.5 No Obligation to Pre-Screen Content

You acknowledge that Massive has no obligation to pre-screen Content (including, but not limited to, User Content and Candidate Information), although Massive reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Terms of Use, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation chat, text, or voice communications. In the event that Massive pre-screens, refuses or removes any Content, you acknowledge that Massive will do so for Massive’ benefit, not yours. Without limiting the foregoing, Massive shall have the right to remove any Content that violates this Agreement or is otherwise objectionable.

3. OWNERSHIP

3.1 Services

Except with respect to Your Content, you agree that Massive and its suppliers own all rights, title and interest in the Services (including but not limited to, any computer code, themes, objects, characters, character names, stories, dialogue, concepts, artwork, animations, sounds, musical compositions, audiovisual effects, methods of operation, moral rights, documentation, and Massive software). You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any Services.

3.2 Trademarks

Massive's name and all related stylizations, graphics, logos, service marks and trade names used on or in connection with any Services are the trademarks of Massive and may not be used without permission in connection with your, or any third-party, products or services. Third party trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners.

3.3 Your Content

Massive does not claim ownership of Your Content. However, when you post or publish Your Content on or in any Services, you represent that you own or have all necessary and worldwide intellectual property rights, including moral rights, to post or publish Your Content, including Candidate Information, on or in the Services.

3.4 Compliance and Truthfulness

You represent and warrant that all Candidate Information and any other information you provide through the Services is true, accurate, complete, and not

misleading. You agree that you are solely responsible for ensuring that all job-related communications and application materials submitted through the Services comply with applicable laws, including laws prohibiting discrimination, harassment, and fraudulent or deceptive statements. You also agree that you are solely responsible for providing truthful, accurate responses regarding your work authorization, eligibility to work, or other legally required attestations requested by Employers. Massive shall not be liable for any consequences arising out of your failure to comply with applicable law, provide truthful information, or meet any legal obligations associated with job applications.

3.5 License to Your Content

You grant Massive a fully paid, royalty-free, worldwide, non-exclusive right (including any moral rights) and license to use Your Content (in whole or in part) (including your Candidate Information) for the purposes of operating and providing the Services to you and other Registered Users and Employers and, on a de-identified, aggregated basis, to improve our products and services, including to train our machine learning and artificial intelligence algorithms and tools. You agree that you, not Massive, are responsible for all of Your Content. Any Content posted by you in your profile may not contain nudity, violence, sexually explicit, or

offensive subject matter as determined by Massive in its sole discretion. Notwithstanding the foregoing, the license you grant Massive in this Section 3.5 does not extend to data Massive obtains from your connected Google account through the Gmail Integration. Such data is governed exclusively by the Massive Privacy Policy and the Google API Services User Data Policy, including the Limited Use requirements; Massive does not use Google user data to train its machine-learning or artificial-intelligence models.

3.6 Account

Notwithstanding anything contained herein to the contrary, you acknowledge and agree that you will have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and will forever be owned by and inure to the benefit of Massive.

3.7 Feedback

You agree that submission of any ideas, suggestions, documents, and/or proposals to Massive through its contact, suggestion, feedback, or similar pages (“Feedback”) is at your own risk and that Massive has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Massive a fully paid, royalty-free, perpetual, irrevocable, worldwide, and non-exclusive right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Services and/or Massive’s business.

4. SUBSCRIPTION FEES AND PAYMENT

4.1 Payment

You agree to pay all fees or charges to your Account in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. You must provide Massive with a valid credit card (Visa, MasterCard, or any other issuer accepted by us) or PayPal account of a payment provider (“Payment Provider”) to access certain features of the Platform, including purchasing a Subscription (as described in Section 4.2 below). Your Payment Provider agreement governs your use of the designated credit card or PayPal account, and you must refer to that agreement, not this Terms of Use, to determine your rights and liabilities. Massive uses third party payment processors, which may include Stripe, Inc. and its affiliates as its third party service provider for payment services (e.g., card acceptance, merchant settlement, and related services) (a “Payment Processor”). By completing a payment on our Platform, you agree to be bound by the Payment Processor’s privacy policy and its terms of service and hereby consent and authorize Massive and its Payment Processor to share any information and payment instructions you provide with one or more Payment Processor(s) to the extent required to complete your transactions. By providing your credit card number and associated payment information, you agree that Massive, or its Payment Processor on Massive’s behalf, is

authorized to immediately invoice your Account for all fees as they become due and payable and that no additional notice or consent is required. You agree to immediately update your payment settings with any changes in your billing address or the credit card used for payment hereunder. By providing Massive with your credit card number or PayPal account and associated payment information, you agree that Massive is authorized to immediately invoice your Account for all fees and charges due and payable to Massive hereunder and that no additional notice or consent is required. You agree to immediately notify Massive of any change in your billing address or the credit card or PayPal account used for payment hereunder. Massive reserves the right at any time to change its prices and billing methods, either immediately upon posting on the Platform or by e-mail delivery to you.

4.2 Subscription Fees; Automatic Renewal. Massive offers subscription plans for Search, Magic Resume, and Auto Apply (and bundles of the foregoing options, in certain cases) (a “Subscription”). Your Subscription will continue indefinitely until terminated in accordance with the Terms of Use. After your initial subscription period, and again after any subsequent subscription period, your Subscription will automatically commence on the first day following the end of such period (each a “Renewal Commencement Date”) and continue for an additional equivalent period, at Massive’s then-current price for such Subscription. You agree that your Account will be subject to this automatic renewal feature unless you cancel your Subscription at least one (1) day prior to the Renewal Commencement Date (or in the event that you receive a notice from Massive that your Subscription will be automatically renewed, you will have one (1) days from the date of the Massive notice), by logging into and going to the “Subscription” page. We will send a renewal reminder notice 3–7 days prior to the renewal for subscription plans, where required by applicable law. If you do not wish your Subscription to renew automatically, or if you want to change or terminate your Subscription, please contact Massive at dan@usemassive.com or log in and go to the “Change/Cancel Membership” page on your “Account Settings” page. If you cancel your Subscription, you may use your Subscription until the end of your then-current subscription term; your Subscription will not be renewed after your then-current term expires. However, you will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. By subscribing, you authorize Massive to charge your Payment Provider now, and again at the beginning of any subsequent subscription period. Upon renewal of your Subscription, if Massive does not receive payment from your Payment Provider, (a) you agree to pay all amounts due on your Account upon demand and/or (b) you agree that Massive may either terminate or suspend your subscription and continue to attempt to charge your Payment Provider until payment is received (upon receipt of payment, your Account will be activated and for purposes of automatic renewal, your new subscription commitment period will begin as of the day payment was received). By completing a purchase or starting a Subscription, you acknowledge that your Subscription will automatically renew until you cancel, and you authorize Massive to charge your Payment Provider for the recurring fees unless and until you cancel in accordance with this Agreement.

4.3 Cancellations and Refunds

You can cancel your Subscription by signing on to your Account and following the instructions for cancelling your Subscription or by e-mailing us at dan@usemassive.com. All payments are nonrefundable. If you cancel your Subscription, or if your account is terminated under this Terms of Use, you will not receive a refund or credit, including for partial periods of service.

4.4 Taxes

The payments required under Section 4.2 (Subscription Fees) of this Terms of Use do not include any Sales Tax that may be due in connection with the services provided under this Terms of Use. If Massive determines it has a legal obligation to collect a Sales Tax from you in connection with

this Terms of Use, Massive shall collect such Sales Tax in addition to the payments required under Section 4.2 (Subscription Fees) of this Terms of Use. If any services, or payments for any services, under the Terms of Use are subject to any Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to Massive, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify Massive for any liability or expense Massive may incur in connection with such Sales Taxes. Upon Massive's request, you will provide it with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, "Sales Tax" shall mean any sales or use tax and any other tax measured by sales proceeds that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

5. **USER CONDUCT.** As a condition of use, you agree not to use any of the Services for any purpose

that is prohibited by this Agreement or by applicable law. You shall not (and shall not permit any third party) either (a) take any action or (b) make available any Content on or through the Services that: (i) infringes, misappropriates or otherwise violates any intellectual property right, right of publicity, right of privacy or other right of any person or entity; (ii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; (iii) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (iv) involves commercial activities and/or sales, such as contests, sweepstakes, barter, advertising, or pyramid schemes without Massive's prior written consent; (v) impersonates any person or entity, including any employee or representative of Massive; (vi) interferes with or attempt to interfere with the proper functioning of the Services or uses the Services in any way not expressly permitted by the Agreement; or (vii) attempts to engage in or engage in, any potentially harmful acts that are directed against the Services, including but not limited to violating or attempting to violate any security features of the Services, introducing viruses, worms, or similar harmful code into the Services, or interfering or attempting to interfere with use of the Services by any other user, host or network, including by means of overloading, "flooding," "spamming," "mail bombing," or "crashing" the Services.

6. **CONFIDENTIALITY.** You agree to keep all information gained from using the Services

confidential. You agree not to post, publicly or privately, or disclose any Job offers or opportunities, or insights about Employers, you become aware of through the Services.

7. **INTERACTIONS WITH OTHER USERS.** You are solely responsible for your interactions with other

Registered Users and any other parties with whom you interact; provided, however, that Massive reserves the right, but has no obligation, to intercede in such disputes. You agree that Massive will not be responsible for any liability incurred as the result of such interactions. MASSIVE DOES NOT INQUIRE INTO THE BACKGROUNDS OF ITS REGISTERED USERS OR ATTEMPT TO VERIFY THE CONTENT OF ITS REGISTERED USERS. MASSIVE MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF REGISTERED USERS OR EMPLOYERS OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE REGISTERED USERS.

8. **INDEMNIFICATION.** You agree to indemnify and hold Massive, its parents, subsidiaries, affiliates,

officers, employees, agents, partners, suppliers, and licensors (each, a “Massive Party” and collectively, the “Massive Parties”) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of any and all of the following: (a) Your Content; (b) your use of any Service in violation of the Agreement; (c) your violation of any rights of another party; or (d) your violation of any applicable laws, rules or regulations. Massive

reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to fully cooperate with Massive in asserting any available defenses. This provision does not require you to indemnify any of the Massive Parties for any unconscionable commercial practice by such party or for such party’s fraud, deception, false promise, misrepresentation or concealment, or suppression or omission of any material fact in connection with any Services provided hereunder. You agree that the provisions in this section will survive any termination of the Agreement and/or your access to the Services. Proxy Email Confidentiality. You understand and agree that communications transmitted through any Massive-managed proxy email address may be accessed or processed by Massive for operational or security purposes, and that such communications are not subject to any heightened duty of confidentiality.

8.1 You further acknowledge that Employers may continue to send communications to the proxy email address after your Subscription or access to the Services ends, and Massive shall have no responsibility for any such communications or for forwarding, storing, or responding to them. Massive may disable the proxy email address at any time, including upon termination of your Account or the Services.

9. DISCLAIMER OF WARRANTIES AND CONDITIONS

9.1 As Is

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. MASSIVE EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR

CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE SERVICES.

- (a) MASSIVE MAKES NO WARRANTY, REPRESENTATION OR CONDITION THAT:
(1) THE SERVICES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; OR (4) THAT YOU WILL SECURE ANY EMPLOYMENT OR OTHER OPPORTUNITY.
- (b) MASSIVE MAKES NO REPRESENTATIONS OR GUARANTEES REGARDING THE EFFECTIVENESS OR TIMELINESS OF THE SERVICES IN MEETING YOUR EMPLOYMENT OBJECTIVES. MASSIVE DOES NOT GUARANTEE THAT THE SERVICES WILL RESULT IN CANDIDATES BEING HIRED, POSITIONS BEING FILLED OR CANDIDATES BEING RETAINED, AND IS NOT RESPONSIBLE OR LIABLE FOR ANY BUSINESS, EMPLOYMENT, HIRING AND/OR SALARY DECISIONS, FOR WHATEVER REASON MADE, MADE BY YOU.
- (c) ANY AGREEMENTS CREATED BETWEEN AN EMPLOYER AND A CANDIDATE ARE NOT BINDING ON MASSIVE. A CANDIDATE AND AN EMPLOYER ARE RESPONSIBLE FOR AGREEING TO THE TERMS OF ANY AGREEMENT BETWEEN SUCH EMPLOYER AND CANDIDATE, INCLUDING WITH RESPECT TO COMPENSATION PAID BY EMPLOYER TO CANDIDATE, AND MASSIVE WILL NOT BE A PART OF ANY SUCH DISCUSSIONS OR NEGOTIATIONS WITH RESPECT TO SUCH AGREEMENT. YOU WILL NOT CONSIDER MASSIVE, NOR WILL MASSIVE BE CONSTRUED AS, A PARTY TO SUCH TRANSACTIONS, WHETHER OR NOT MASSIVE RECEIVES SOME FORM OF REMUNERATION IN CONNECTION WITH THE TRANSACTION, AND

MASSIVE WILL NOT BE LIABLE FOR ANY COSTS OR DAMAGES ARISING OUT OF OR RELATED TO SUCH TRANSACTION. NO CONTRACTUAL OBLIGATIONS ARE CREATED WITH US WITH RESPECT TO SUCH TRANSACTIONS OR AGREEMENTS.

- (d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM MASSIVE OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.
- (e) MASSIVE MAKES NO GUARANTY OF CONFIDENTIALITY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED USING THE PLATFORM.

(f) ANY CONTENT ACCESSED THROUGH THE SERVICES, IS AT YOUR OWN RISK

WE DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY CONTENT, INCLUDING ANY INFORMATION OR INSIGHTS, MADE AVAILABLE THROUGH THE PLATFORM OR SERVICES. YOU SHALL BE SOLELY RESPONSIBLE FOR ANY LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT AND/OR YOUR RELIANCE ON ANY SUCH CONTENT.

9.2 No Liability for Conduct of Third Parties

YOU ACKNOWLEDGE AND AGREE THAT MASSIVE PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD MASSIVE PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING EMPLOYER OR ANY OPERATORS OF EXTERNAL SITES AND OTHER USERS OF THE SERVICES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. NEITHER THIS AGREEMENT NOR THE MASSIVE PRIVACY POLICY EXTENDS TO THE EMPLOYER THAT WILL HAVE ACCESS TO YOUR INFORMATION AND OTHER CONTENT YOU PROVIDE IN CONNECTION WITH YOUR USE OF THE PLATFORM. MASSIVE IS NOT RESPONSIBLE FOR WHAT THE EMPLOYER MAY DO OR NOT DO WITH YOUR INFORMATION THAT YOU PROVIDE.

9.3 No Liability for Conduct of Other Users

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES. YOU UNDERSTAND THAT MASSIVE DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SERVICES.

9.4 No Liability for Employment Issues

YOU ACKNOWLEDGE AND AGREE THAT MASSIVE PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD MASSIVE LIABLE, FOR CONTRACTS, CONTRACTUAL OBLIGATIONS, OR OTHER OBLIGATIONS THAT MAY ARISE FROM AN EMPLOYMENT, CONTRACTOR, OR OTHER RELATIONSHIP BETWEEN AN EMPLOYER AND ANY CANDIDATE. YOU ACKNOWLEDGE AND AGREE THAT THERE IS NO EMPLOYMENT RELATIONSHIP BETWEEN YOU AND MASSIVE AND THAT MASSIVE IS NOT A PARTY TO ANY AGREEMENTS BETWEEN YOU AND AN EMPLOYER.

9.5 Third-Party Materials

As a part of the Services, you may have access to materials that are hosted by another party, including the Employer. You agree that it is impossible for Massive to monitor such materials and that you access these materials at your own risk.

10. LIMITATION OF LIABILITY

10.1 Disclaimer of Certain Damages

YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL MASSIVE PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT MASSIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF

OR IN CONNECTION WITH THE AGREEMENT OR ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICES, ON ANY THEORY OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY OF AN MASSIVE PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY AN MASSIVE PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY AN MASSIVE PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

10.2 Cap on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, MASSIVE PARTIES WILL NOT BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (a) \$100; OR (b) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF AN MASSIVE PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY AN MASSIVE PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY AN MASSIVE PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

10.3 Content

EXCEPT FOR MASSIVE'S OBLIGATIONS TO PROTECT YOUR PERSONAL DATA AS SET FORTH IN MASSIVE'S PRIVACY POLICY, MASSIVE ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

10.4 Exclusion of Damages

CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

10.5 Basis of the Bargain

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN MASSIVE AND YOU.

11. INVESTIGATIONS. Massive may, but is not obligated to, monitor or review the Services and

Content at any time. Without limiting the foregoing, Massive shall have the right, in its sole discretion, to remove any of Your Content for any reason (or no reason), including if such Content violates these Terms of Use or any applicable law. Although Massive does not generally monitor user activity occurring in connection with the Services or Content, if Massive becomes aware of any possible violations by you of any provision of the Terms of Use, Massive reserves the right to investigate such violations, and Massive may, at its sole discretion, immediately take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services,

terminate your license to use the Services, and/or or change, alter or remove Your Content, in whole or in part, without prior notice to you.

12. TERM AND TERMINATION

12.1 Term

The Agreement commences on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use the Services, unless terminated earlier in accordance with the Agreement.

12.2 Prior Use

Notwithstanding the foregoing, you hereby acknowledge and agree that the Agreement commenced on the earlier to occur of (a) the date you first used the Services or (b) the date you accepted the Agreement, and will remain in full force and effect while you use any Services, unless earlier terminated in accordance with the Agreement.

12.3 Termination of Services by Massive

If you have materially breached any provision of the Agreement or if Massive is required to do so by law (e.g., where the provision of the Services is, or becomes, unlawful), Massive has the right to, immediately and without notice, suspend or terminate any Services provided to you. You agree that all terminations for cause shall be made in Massive's sole

discretion and that Massive shall not be liable to you or any third party for any termination of your access to the Services or your rights under these Terms.

12.4 Termination of Services by You

You may terminate this Agreement at any time by ceasing your use of the Services.

12.5 Effect of Termination

Termination of any Service includes removal of access to such Service and barring of further use of the Service. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Content associated therewith from our live databases. Massive will not have any liability whatsoever to you for any suspension or termination. All provisions of the Agreement which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

12.6 No Subsequent Access or Use

If this Agreement is terminated by Massive due to your violation of any portion of the Agreement or for conduct otherwise inappropriate, then you agree that you shall not attempt to access or use the Services again. In the event that you violate the immediately preceding sentence, Massive reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

13. **INTERNATIONAL USERS.** The Services can be accessed from countries around the world and may

contain references to Services and Content that are not available in your country. These references do not imply that Massive intends to announce such Services or Content in your country. The Services are controlled and offered by Massive from its facilities in the United States of America. Massive makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other countries do so at their own volition and are responsible for compliance with local law.

14. **ARBITRATION AGREEMENT.** Please read the following arbitration agreement in this section

(“Arbitration Agreement”) carefully. It requires that you and Massive arbitrate disputes against one another. PLEASE BE AWARE THAT THIS SECTION 12 CONTAINS PROVISIONS GOVERNING HOW DISPUTES THAT YOU AND MASSIVE HAVE AGAINST EACH OTHER WILL BE RESOLVED. AMONG OTHER THINGS, THIS SECTION 15 INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND MASSIVE BE RESOLVED BY BINDING AND FINAL ARBITRATION. THIS SECTION 12 ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. PLEASE READ THIS SECTION 12 CAREFULLY.

14.1 Applicability of Arbitration Agreement

Subject to the terms of this Arbitration Agreement, you and Massive agree that any dispute, claim, disagreements arising out of or relating in any way to your access to or use of the Platform or the Services, any communications you receive, any products sold or distributed through the Platform, the Services, or the Agreement and prior versions of the Agreement, including claims and disputes that arose between us before the effective date of this Agreement (each, a “Dispute”) will be resolved by binding arbitration, rather than in court, except that: (1) you and Massive may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) you or Massive may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, “Dispute” will also include

disputes that arose or involve facts occurring before the existence of this or any prior versions of the Agreement as well as claims that may arise after the termination of this Agreement.

14.2 Informal Dispute Resolution

There might be instances when a Dispute arises between you and Massive. If that occurs, Massive is committed to working with you to reach a reasonable resolution. You and Massive agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome. You and Massive therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith

effort to resolve informally any Dispute covered by this Arbitration Agreement (“Informal Dispute Resolution Conference”). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference.

The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference (“Notice”), which shall occur within 45 days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to Massive that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to dan@usemassive.com or regular mail to our offices located at 122 W 26th St, Suite 1103, New York, NY 10001. The Notice must include: (1) your name, telephone number, mailing address, email address associated with your account (if you have one); (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of your Dispute.

The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party’s Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.

14.3 Waiver of Jury Trial

YOU AND MASSIVE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Massive are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the subsection entitled “Applicability of Arbitration Agreement” above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

14.4 Waiver of Class or Other Non-Individualized Relief

YOU AND MASSIVE AGREE THAT, EXCEPT AS SPECIFIED IN THE SUBSECTION ENTITLED “BATCH ARBITRATION”, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award

declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the subsection entitled "Batch Arbitration." Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subsection, "Waiver of Class and Other Non-Individualized Relief," are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Massive agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of New York. All other Disputes shall be arbitrated or litigated in small claims court. This subsection does not prevent you or Massive from participating in a class-wide settlement of claims.

14.5 Rules and Forum

The Agreement evidences a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution Process described above does not resolve satisfactorily within sixty (60) days after receipt of your Notice, you and Massive agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The arbitration will be administered by the American Arbitration Association ("AAA"), in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this section of this Arbitration Agreement. The AAA Rules are currently available at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>.

A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the "Request"). The Request must include: (1) the name, telephone number, mailing address, e-mail address of the party seeking arbitration and the account username (if applicable) as well as the email address associated with any applicable account; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying completion of the Informal Dispute Resolution process as described above; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration.

If the party requesting arbitration is represented by counsel, the Request shall also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

Unless you and Massive otherwise agree, or the Batch Arbitration process discussed in the subsection entitled “Batch Arbitration” is triggered, the arbitration will be conducted in the county where you reside. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If the AAA is

not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely as set forth in the applicable AAA Rules.

You and Massive agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties’ attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

14.6 Arbitrator

The arbitrator will be either a retired judge or an attorney licensed to practice law in the State of New York and will be selected by the parties from the AAA’s roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under the subsection entitled “Batch Arbitration” is triggered, the AAA will appoint the arbitrator for each batch.

14.7 Authority of Arbitrator

The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to the subsection entitled “Waiver of Class and Other Non-Individualized Relief,” including any claim that all or part of the subsection entitled “Waiver of Class and Other Non-Individualized Relief” is unenforceable, illegal, void or voidable, or that such subsection entitled “Waiver of Class and Other Non-Individualized Relief” has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in the subsection entitled “Batch Arbitration,” all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the subsection entitled “Batch Arbitration.” The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

14.8 Attorneys' Fees and Costs. The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Massive need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution Process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

14.9 Batch Arbitration

To increase the efficiency of administration and resolution of arbitrations, you and Massive agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against Massive by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("Batch Arbitration").

All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("Administrative Arbitrator"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by Massive.

You and Massive agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings.

This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

14.10 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: 122 W 26th St, Suite 1103, New York, NY 10001 within thirty (30) days after first becoming subject to this Arbitration

Agreement. Your notice must include your name and address, the email address you used to set up your Account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

14.11 Invalidity, Expiration

Except as provided in the subsection entitled “Waiver of Class or Other Non-Individualized Relief”, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with Massive as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

14.12 Modification

Notwithstanding any provision in this Agreement to the contrary, we agree that if Massive makes any future material change to this Arbitration Agreement, it will notify you. Unless you reject the change within thirty (30) days of such change become effective by writing to Massive at 122 W 26th St, Suite 1103, New York, NY 10001, your continued use of the Platform following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of this Agreement and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Platform, any communications you receive, any products distributed through the Platform or this Agreement, the provisions of this Arbitration Agreement as of the date you first accepted the Agreement (or accepted any subsequent changes to Agreement) remain in full force and effect. Massive will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of this Agreement.

15. THIRD-PARTY CONTENT. The Services include content provided by third parties, including the

Employer, and may also contain links to third-party sites (“Third-Party Content”). When you click on a link to a Third-Party Content, we will not warn you that you have left the Services and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Content is not under the control of Massive. Massive is not responsible for any Third-Party Content. Massive provides the Third-Party Content only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Content, or any product or service provided in connection therewith. You use all links in Third-Party

Content at your own risk. When you leave our Website or the Platform, the Agreement and our policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Content provider, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

16. GENERAL PROVISIONS

16.1 ANY DISPUTE, CLAIM OR REQUEST FOR RELIEF RELATING IN ANY WAY TO YOUR USE OF THE SERVICES WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF NEW YORK, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED FROM THIS AGREEMENT.

16.2 Exclusive Venue

To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Massive agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in the State of New York.

16.3 Electronic Communications

The communications between you and Massive may take place via electronic means, whether you visit the Services or send Massive e-mails, or whether Massive posts notices on the Services or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from Massive in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Massive provides to you

electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. (“E-Sign”).

16.4 Assignment

The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Massive’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

16.5 Force Majeure

Massive shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, pandemics, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

16.6 Questions, Complaints, Claims

If you have any questions, complaints or claims with respect to the Services, please contact us at: hi@joinMassive.com. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

16.7 Choice of Language

It is the express wish of the parties that the Agreement and all related documents have been drawn up in English.

16.8 Notice

Where Massive requires that you provide an e-mail address, you are responsible for providing Massive with your most current e-mail address. In the event that the last e-mail address you provided to Massive is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, Massive's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Massive at the following address: hi@joinMassive.com. Such notice shall be deemed given when received by Massive by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

16.9 Waiver

Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

16.10 Severability

If any portion of the Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

16.11 Export Control

You may not use, export, import, or transfer any Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Services, and any other applicable laws. In particular, but without limitation, the Services may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Services, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Massive are subject to the

export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Massive products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

16.12 Consumer Complaints

In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

16.13 Entire Agreement

The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.