

## TERMS OF USE

Notice to User: By using the web-based Fair Compensation Dashboard (“Dashboard”), you (“the User” or “you”) agree to be bound by the terms of this End-User License Agreement. If the User does not agree to the terms of this Agreement, the User is not entitled to use the Dashboard. Your use of the Dashboard will be subject to this Agreement.

PLEASE BE AWARE THAT THE SECTION ENTITLED "DISPUTE RESOLUTION" OF THIS AGREEMENT, BELOW, CONTAINS PROVISIONS GOVERNING HOW CLAIMS THAT THE USER (AS DEFINED BELOW) AND THE FAIR LABOR ASSOCIATION (“FLA”) HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. THE USER WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST FLA ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. ALSO, THIS AGREEMENT S INCLUDE A RELEASE BY THE USER OF ALL CLAIMS FOR DAMAGE AGAINST FLA AND CERTAIN THIRD PARTIES THAT MAY ARISE OUT OF THE DASHBOARD.

### ARTICLE 1 - PARTIES

The mutual rights and obligations set forth in this Agreement are between the User of the Dashboard and FLA, with address at 2033 K St. NW, Suite 400, Washington, DC 20006, United States, regarding the Dashboard.

### ARTICLE 2 - SUBJECT AND SCOPE; LICENSE GRANT

The subject and scope of this Agreement are limited to the functionality available in the Dashboard and the mutual rights and obligations of the parties in the context of this Agreement.

Subject to compliance with the terms and conditions of this Agreement, FLA grants to User a non-exclusive, non-transferable license to access and use the Dashboard to upload and analyze wage data of the User’s employer. The User may not rent, lease, sell, sublicense, assign, reverse engineer, disassemble, modify, loan, distribute, export or otherwise transfer, or allow others to use the Dashboard, technology or other information, including any printed materials of the same, nor may the User create derivative works of or otherwise modify the same. The User may not use, download, or export the Dashboard or any information accessed through the Dashboard in violation of any applicable laws or regulations. The User agrees not to export or re-export the Dashboard in any form in violation of the laws of the United States or any foreign jurisdiction.

### ARTICLE 3 - MEMBERSHIP AND TERMS OF USE

3.1. The Dashboard is not intended for use by minors and the User shall certify that he / she is not a minor under the law in his / her applicable jurisdiction. Users who are minors under the law of the applicable jurisdiction shall not register in the Dashboard.

3.2. If you are accessing the Dashboard on behalf of another entity or individual, you represent and warrant that you have the authority to agree to this Agreement on such entity's or individual's behalf. If you do not agree with anything contained in the Agreement, please do not submit information to, access information from, or otherwise utilize the Dashboard.

3.3. The User agrees not to use the Dashboard or the content available on the Dashboard: (a) in violation of this Agreement or any Applicable Law (as defined below); (b) to post or upload information or content that is false, inaccurate, or misleading; (c) to transmit or display any material that is illegal, abusive, graphically distressing, inflammatory, profane, threatening, hateful, tortious, defamatory, discriminatory, obscene, sexually explicit or contains pornography, libelous, invasive of another's privacy, hateful, or otherwise objectionable or offensive, or to harass or harm FLA, another entity or another individual; (d) to infringe any copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy of any party; (e) to transmit any unsolicited or unauthorized advertising or promotional materials; (f) to transmit any material that contains adware, malware, spyware, software viruses, or any other harmful code; (g) to impersonate any person or entity, or otherwise misrepresent the User's affiliation with a person or entity; (h) to interfere with or disrupt the Dashboard or any software, hardware, telecommunications equipment or networks used by FLA; (i) disparage or injure the reputation or goodwill of FLA, or any of its officers, directors, or employees; (j) further or promote any criminal activity or enterprise or provide instructional information about illegal activities; (k) obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Dashboard or (l) interfere with other users' use and enjoyment of the Dashboard (for example, by spamming, soliciting or overly promoting personal interests).

3.4. The User is prohibited from violating or attempting to violate the security of the Dashboard, including, without limitation: (1) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; (2) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (3) engaging in unauthorized 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 Dashboard, in violation of this Agreement or in violation of Applicable Laws; or (4) interfering or attempting to interfere with use of the Dashboard by any other user, host or network, including by means of overloading, "flooding," "spamming," "mail bombing," or "crashing" the Dashboard. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Dashboard or any activity being conducted on the Dashboard.

3.5. FLA reserves the right to investigate and take appropriate legal action against anyone who, in our sole discretion, violates this Agreement, including without limitation, removing the offending content from the Dashboard, suspending or terminating the access of such violators to the Dashboard and reporting violations to the law enforcement authorities.

## **ARTICLE 4 - MUTUAL RIGHTS AND LIABILITIES**

### **4.1. User Rights and Obligations**

4.1.1. The User has read, understood and agreed to all the terms and conditions set forth in this Agreement and the User will comply with all terms and conditions and all applicable international, federal, state and local laws, rules and regulations (collectively, "Applicable Laws") when using the Dashboard.

4.1.2. FLA shall be entitled to disclose the confidential, private and/or commercial information of the Users to the authorities if the information is duly requested by the official authorities and/or if the User is obliged to make an explanation to the public authorities in accordance with the provisions of the applicable statutory law. The User accepts and agrees that the User cannot claim any compensations from FLA or any third parties related to any such disclosures.

4.1.3. The User is obliged to prevent unauthorized access to the Dashboard. FLA will not disclose the individual User information to third parties. The User is fully responsible for protecting the access to the system by a third party from the User's mobile phone or computer. Without prejudice to the above provisions, the User acknowledges and declares that the User provides the access to the system to a third party at the User's own risk.

4.1.4. The User acknowledges and agrees that the information provided by the User within the Dashboard are correct and legitimate. FLA is not responsible or liable for the investigation of the accuracy, safety, legality of the information that is uploaded, modified or provided by the User, nor shall it be liable for any damages arising out of failure to comply with any of the foregoing.

4.1.5. The User acknowledges, declares and undertakes that all transactions made in the Dashboard by User are carried out exclusively and independently by the User. The User undertakes that the contact information the User gives to FLA is the User's own and only under the User's control, and actively use this contact information. The User may not assign this Agreement or the rights and obligations under this Agreement to any Third Party, in whole or in part, without the written approval of FLA.

4.1.6. The User agrees and is obliged to comply with all relevant and applicable local laws and legislative provisions and may only engage lawfully in activities related to the Dashboard. Every action taken by the User related to the Dashboard, and the legal and criminal liability associated with the action, belongs to the User.

4.1.7. The User has all obtained all necessary rights and consents in order to upload the User Content (defined below), including any Business Information, to the Dashboard and ensured that User's use of such information complies with Applicable Law.

4.1.8. The User acknowledges that the Dashboard is owned and managed by FLA. The contents of this application are protected in terms of intellectual property rights. The User agrees that User will not reproduce, duplicate, copy, modify or distribute any photographs, texts, audio visual images, video clips, files, databases, catalogs and lists contained within the Dashboard, other than for the User's personal use.

4.1.9. The User shall promptly perform any changes and / or amendments requested by FLA. Any damages, legal or criminal liability that may arise or may arise as a result of the User's failure to make any changes and / or correction requested by FLA are responsibility of the User.

4.1.10. If it is determined that the User is a minor and that the User has not understood the terms and conditions of the Agreement, FLA may terminate the User's registration unilaterally. In this case, the User acknowledges, declares and undertakes that the User has no right of appeal and no claim, including material or non-pecuniary damage.

#### 4.2. FLA's Rights and Obligations

4.2.1. Links to websites or content in the Dashboard for the ease of reference are not under the control of FLA. FLA does not endorse the websites or the content owners, nor do the links represent any kind of statement or warranty by FLA with respect to the websites or the information contained in the content. FLA does not have any responsibility for any portals, websites, files and contents accessed through any links on the Dashboard or any services or products offered through the links, the websites, or their contents.

4.2.2. FLA does not undertake any obligation to maintain any data uploaded by the User.

4.2.3. FLA may remove content contrary to the operation, the general rules, and that FLA otherwise deems unsuitable for the Dashboard without giving any notice to the User of the message and content.

4.2.4. FLA reserves the right to change, re-organize, and/or discontinue the Dashboard, including any portion thereof. Changes will be announced to the User through the media designated by FLA.

4.2.5. FLA does not guarantee that the Dashboard and any associated content are always active and accessible. Without limiting Article 14, FLA is not responsible for any problems or delays caused by Internet connection service providers, such as jurisdictional and other official authorities' decisions and practices, force majeure, third parties, and other external factors, misuse, technical malfunctions and other disruptions. FLA assumes no responsibility for any inconveniences resulting from any of the foregoing.

4.2.6. FLA may limit or stop access to the Dashboard in its sole discretion, including in case of need, to prevent the failure of the network's operational security, the continuity of access to the network, the network, the software or the stored files to prevent or mitigate any potential disruption.

#### **ARTICLE 5 - LIMITATION OF LIABILITY**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL FLA, OR ITS SUPPLIERS, SERVICE PROVIDERS, OR LICENSORS OR ANY OF ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTIONS, LOSS OF INFORMATION OR DATA, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT, THE USER'S USE OF OR INABILITY TO USE THE DASHBOARD, OR USER'S USE OF OR RELIANCE ON ANY DATA THE USER MAY ACCESS IN CONNECTION WITH USE OF THE DASHBOARD, EVEN IF FLA OR ITS SUPPLIERS, SERVICE PROVIDERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SHOULD FLA BE FOUND TO BE LIABLE TO THE USER OF ANY THIRD

PARTY NOTWITHSTANDING THE FOREGOING, SUCH LIABILITY WILL NOT EXCEED USD 100.00 IN THE AGGREGATE.

#### **ARTICLE 6 - EXCLUSIONS AND LIMITATIONS**

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to the User. To the extent that we may not, as a matter of Applicable Law, disclaim any implied warranty or limit our liabilities, the scope and duration of such warranty and the extent of liability of FLA will be the minimum permitted under such Applicable Law.

#### **ARTICLE 7 - INDEMNIFICATION AND RELEASE**

The User agrees to release, indemnify, defend and hold harmless FLA, its officers, directors, employees, agents, suppliers, and Third Parties from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any User violation of this Agreement or User use of the Dashboard, to the fullest extent permitted under Applicable Law. If the User is a California resident, the User waives California Civil Code Section 1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." If the User is a resident of another jurisdiction, the User waives any comparable statute or doctrine.

#### **ARTICLE 8 - DISCLAIMERS**

THE USER UNDERSTANDS AND AGREES THAT USE OF ANY OF THE DASHBOARD, ANY CONTENT CONTAINED THEREIN, ANY THIRD PARTY CONTENT, AND/OR ANY THIRD PARTY SERVICES IS AT USER'S SOLE RISK. THE DASHBOARD IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FLA DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE DASHBOARD, THE CONTENT, ANY THIRD PARTY CONTENT, OR ANY THIRD PARTY SERVICES (INCLUDING, BUT NOT LIMITED TO, THE IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, QUIET ENJOYMENT, AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE). IN PARTICULAR, FLA DOES NOT REPRESENT OR WARRANT THAT ANY ANALYSIS, INFORMATION OR OTHER CONTENT OBTAINED OR VIEWED BY THE USER AS A RESULT OF THE USE OF THE DASHBOARD WILL BE ACCURATE OR RELIABLE, OR THAT THE USER'S ACCESS TO THE DASHBOARD OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE. FLA DOES NOT WARRANT THAT ANY FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE PROGRAMMING. THE USER IS RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY THE USER'S NEEDS FOR DATA BACK UP AND SECURITY AND FLA SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF DATA. FLA DISCLAIMS ALL EQUITABLE INDEMNITIES.

## **ARTICLE 9- DASHBOARD CHANGES**

9.1. FLA intends to make the Dashboard available so companies may upload and analyze their employer's wage data. FLA reserves the right to unilaterally change the functionality of the Dashboard at any time, and to close and delete the information that the User uploads to the Dashboard. User's sole remedy shall be the right to cease using the Dashboard.

## **ARTICLE 10 - PRIVACY**

FLA's Privacy Policy for the Fair Wage Dashboard (available at [https://www.fairlabor.org/sites/default/files/fla\\_dashboard\\_privacy\\_policy\\_ap\\_final\\_2020.01.17.pdf](https://www.fairlabor.org/sites/default/files/fla_dashboard_privacy_policy_ap_final_2020.01.17.pdf)) is applicable to the data collection and use within the Dashboard and is hereby incorporated herein.

## **ARTICLE 11 – GOVERNING LAW; DISPUTE RESOLUTION**

This Agreement shall be governed by and construed in accordance with the laws of Washington, DC without regard to its conflicts of laws principles. The Parties hereby consent to the jurisdiction of and venue in any federal or state court of competent jurisdiction located in Washington, DC for the adjudication of any disputes arising under this Agreement. THE USER AND FLA HEREBY WAIVE ANY CONSTITUTIONAL AND/OR STATUTORY RIGHTS TO HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. THE USER WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST FLA ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.

## **ARTICLE 12 - INTELLECTUAL PROPERTY RIGHTS**

12.1. To the extent applicable, FLA owns all right, title and interest in and to the Dashboard, including text, audio, graphic and video content that are works of authorship developed or acquired by FLA from third parties. In addition, FLA name and logo, as well as certain other of the names, logos, and materials displayed in or through the Dashboard constitute registered and unregistered trademarks, trade names, service marks, or logos (collectively, the "**Marks**") of FLA, its content providers, or other entities. Ownership of the Marks and the goodwill associated with them shall remain with FLA or those other entities. All these elements belonging to FLA are protected under United States and international copyright laws and are subject to other intellectual property and other proprietary property rights and laws. The User may not change, copy, reproduce, translate into another language, republish, resale, share, distribute, exhibit, or use the content outside the scope of this Agreement, otherwise, FLA shall be entitled to claim compensation for damages incurred by third parties.

12.2. The User agrees not to: (i) frame or utilize framing techniques to enclose any trademark, logo, or other portion of the Dashboard (including images, text, page layout or form) or (ii) use any metatags or other "hidden text" using our name or trademarks. The User shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of Dashboard except to the extent the foregoing restrictions are expressly prohibited by Applicable Law.

12.3. The technology and software underlying the Dashboard is property (the “**Software**”) of FLA. The Users agrees not to attempt to discover any source code, sell, lease, rent, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by FLA.

12.4. If the User submits, uploads, or adds information or material through any means (collectively, “**User Content**”) to the Dashboard, the User is solely responsible for all such User Content, including any damage to FLA such as compensation claimed by a third party.

12.5. Subject to compliance with FLA Privacy Policy, the User grants FLA a nonexclusive, royalty-free, worldwide, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display User Content throughout the world in any media. Subject to FLA Privacy Policy, the User grants FLA and its sublicensees the right to use the name, screen name, city or zip code, and other biographical information that the User submits in connection with User Content. The User represents and warrants that: (i) the User owns or otherwise controls all of the rights to the content that the User posts or submits, including any intellectual property or other proprietary rights other than content that the User clearly identifies as Third Party Content, e.g., links to third party websites; (ii) User Content is accurate; (iii) neither User Content nor the User posting or submission of User Content violates any of this Agreement, including without limitation the prohibitions on use of the Dashboard set forth above; and (iv) neither User Content nor the User posting or submission of User Content will cause injury to any person or entity, including any privacy or security risk. Subject to compliance with FLA Privacy Policy, FLA has no responsibility for any of the User Content or the consequences of the User sharing any of the User Content with others.

12.6. If the User Content includes any suggestions, ideas, or other feedback about FLA, the Dashboard, or any other FLA products or services (the “**Submission**”), the User: (i) grants FLA all necessary rights to use the Submission; (ii) acknowledges and agrees that FLA is free to use and otherwise act on the Submission with no financial, credit, or other obligation whatsoever to the User, but FLA is not obligated to use the Submission in any way; (iii) acknowledges and agrees that FLA is not obligated to keep the Submission confidential; and (iv) represents that the Submission is entirely the User’s original work.

#### **ARTICLE 13 – AMENDMENTS TO TERMS AND CONDITIONS**

FLA may amend this Agreement or any provision thereof at any time at its sole discretion by posting it in practice, subject to changes in circumstances and applicable legislation. The amended provisions of this Agreement shall become effective on the date of its promulgation or, if it is a pre-specified validity date, on the date indicated; the remaining provisions shall remain in force and continue to be enforceable. This Agreement cannot be replaced by unilateral declarations of Users. Your continued use of the Dashboard following the posting of a change notice or revised terms as provided in this Section will constitute your binding acceptance of the change.

#### **ARTICLE 14 - FORCE MAJEURE**

Although FLA has taken necessary information security measures, force majeure (e.g., failures of or problems with the internet or a part of the internet; cyberattacks, power, utility, or telecommunication failures; natural disaster; and rebellion, war or strike.) will be interpreted as unavoidable and

uncontrollable events. In case of force majeure, no legal responsibilities shall be imposed and no claims for damages or compensations shall be made.

#### **ARTICLE 15 - VALIDITY OF RECORDS**

In the event of disputes arising out of this Agreement, the User acknowledges that FLA maintains its own records such as database, electronic and system information, and business and bookkeeping data as a binding, definitive and exclusive evidence.

#### **ARTICLE 16 - TERMINATION OF THE AGREEMENT**

This Agreement shall remain in effect for as long as the User is registered in the Dashboard. It will expire in the event of the Dashboard is no longer being made available or supported by FLA or termination of the temporary or permanent registration of the User. In the event that Users violate this Agreement of use, registration and services contained in the Dashboard, in particular in the following cases, this Agreement may be terminated unilaterally by FLA and the terminated Users shall be held liable to indemnify FLA for all associated damages.

- The User manipulated the operation of the Dashboard using any method in violation of this Agreement;
- If a User transferred a User profile created for that User or used another person's profile; and / or
- The User is engaged in activities that may infringe and/or threaten the rights of third parties.

#### **ARTICLE 17 - CONTACT INFORMATION**

The phone number and/or email that Users register in the Dashboard is accepted as a contact information for any notices related to this Agreement.

#### **ARTICLE 18 - ELECTRONIC COMMUNICATIONS NOTICE**

When the User uses the Dashboard or sends emails to FLA, the User is communicating with FLA electronically. The User consents to receiving communications from FLA electronically. FLA may communicate with the User by email or posting notices on the Dashboard. The User agrees that all agreements and other communications that FLA provides to the User electronically satisfy any legal requirement that such communications be in writing. In order to access any such communications, the User must have a computer or other Internet-enabled device. In order to retain copies of any such communications, the User must have a printer or data storage device. If the User has a printer, the User may print paper copies of any such communications for the User's own use. If the User wishes to withdraw consent for FLA to communicate with the User electronically, the User may not use the Dashboard.

#### **ARTICLE 19 - Mobile Site.**



The Dashboard may include certain services that are available via a mobile device, including (i) the ability to upload content to the Dashboard via a mobile device and (ii) the ability to browse the Dashboard from a mobile device (collectively, the “**Mobile Site**”). To the extent the User accesses the Services through a mobile device, the User’s wireless service carrier’s standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain elements of the Mobile Site may be prohibited or restricted by the User’s carrier, and not all aspects of the Mobile Site may work with all carriers or devices. By using the Mobile Site, User agrees that FLA may communicate with User regarding the Services and the Dashboard by electronic means and that certain information about User’s usage of the Mobile Site may be communicated to FLA.

#### **ARTICLE 20 - MISCELLANEOUS**

The User may direct any questions, complaints, or claims with respect to the Dashboard to Fair Labor Association, Attention: Fair Wage Dashboard Administrator, 2033 K Street, NW, Washington, DC 20006, TEL: +1(202)898-1000, Email: [info@fairlabor.org](mailto:info@fairlabor.org). This Agreement, together with the Privacy Policy and any additional terms constitute the entire and exclusive agreement between us with respect to their subject matter, and govern the use of the Dashboard, superseding any prior agreements or negotiations between FLA and the User with respect to that subject matter. FLA’s failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the User nevertheless agree that the court should endeavor to give effect to FLA’s intentions as reflected in the provision, and that the other provisions of this Agreement remain in full force and effect. The section titles in this Agreement are for convenience only and have no legal or contractual effect.