



TERMS & CONDITIONS

JUN 2, 2018

HI BOB LIMITED (INCLUDING ITS AFFILIATES) (“**HI BOB**”, “**BOB**”, “**WE**”, “**OUR**”) WELCOMES YOU (THE “**USER/S**”, OR “**YOU**”) TO OUR WEBSITE AT HIBOBSTAGE.WPENGINE.COM (THE “**SITE**”) AND ARE HAPPY TO GRANT YOU ACCESS TO THE SERVICE (AS FURTHER DESCRIBED IN S2 BELOW) AND/OR THE SITE IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREUNDER. WE ARE A LIMITED COMPANY, REGISTERED IN ENGLAND. OUR REGISTERED COMPANY NUMBER IS 09787994, AND OUR REGISTERED OFFICE IS AT 21 ST THOMAS STREET, BRISTOL, BS1 6JS. OUR VAT REGISTRATION NUMBER IS: 227 2378 08.

1. ACCEPTANCE OF OUR TERMS

BY ENTERING TO, CONNECTING TO, ACCESSING OR USING THE SITE AND/OR SERVICE YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE FOLLOWING TERMS OF USE (COLLECTIVELY, THE “**TERMS**”) AND YOU AGREE TO BE BOUND BY THEM AND TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS REGARDING YOUR USE OF THE SITE AND/OR SERVICE AND YOU ACKNOWLEDGE THAT THESE TERMS CONSTITUTE A BINDING AND ENFORCEABLE LEGAL CONTRACT BETWEEN HI BOB AND YOU. YOU SHOULD PRINT A COPY OF THESE TERMS FOR FUTURE REFERENCE. USE OF YOUR PERSONAL INFORMATION SUBMITTED TO OR VIA THE SITE AND/OR SERVICE IS GOVERNED BY OUR PRIVACY POLICY.

THESE TERMS AND THE USE OF THE TERMS “**YOU**” OR “**USERS**” ARE APPLICABLE TO ALL TYPES OF USERS OF THE SITE AND/OR SERVICE, INCLUDING BUT NOT LIMITED TO: (I) EMPLOYERS/OWNERS AND THEIR REPRESENTATIVES/ADMINISTRATORS (I.E. USING THE SITE AND/OR SERVICE ON BEHALF OF THE EMPLOYERS/OWNERS); (II) EMPLOYEES AND OTHER INDIVIDUALS USING THE SITE AND/OR SERVICES FOR THEMSELVES AND (III) INDIVIDUALS USING THE SITE AND/OR SERVICE (OR ANY ASPECT THEREOF) OTHERWISE. NOTE THAT AS THE SITE AND/OR SERVICE MAY ENABLE DIFFERENT FEATURES, CAPABILITIES, AND/OR INFORMATION WITH RESPECT TO DIFFERENT TYPES OF USERS, AND ACCORDINGLY THE TERMS “**USER(S)**” AND “**YOU**” AS USED IN THESE TERMS WILL APPLY TO THE APPROPRIATE TYPE OF USER(S) IN THE RELEVANT CIRCUMSTANCES.

ALL USE OF THE SERVICE SHALL BE SUBJECT TO THE FEES, FEATURES, SCOPE, DURATION AND SUCH ADDITIONAL TERMS AND CONDITIONS, WHICH ARE SPECIFIED UNDER THE CORRESPONDING SEPARATE ORDER FORM & AGREEMENT (“**COMMERCIAL AGREEMENT**”), INCORPORATED BY REFERENCE TO THESE TERMS, WHICH YOU HAVE AGREED TO, EXECUTED, SIGNED OR OTHERWISE AUTHORIZED IN CONJUNCTION WITH THE PURCHASE OF THE RIGHT TO USE THE SERVICE. THE TERMS AND CONDITIONS OF THE COMMERCIAL AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE INTO THESE TERMS, AND ANY REFERENCE TO “**TERMS**” SHALL ALSO REFER TO THE THESE TERMS AS WELL AS THE COMMERCIAL AGREEMENT.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER TO, CONNECT TO, ACCESS OR USE THE SITE AND/OR THE SERVICE.

2. THE SERVICE

HI BOB IS A CLOUD BASED WEB PLATFORM THAT ENABLES CORPORATIONS (“**ORGANISATION(S)**”) TO MANAGE THEIR HUMAN RESOURCES AND EMPLOYEE



BENEFITS INCLUDING WORKPLACE PENSIONS AND OTHER PENSION ARRANGEMENTS, WORKPLACE RISK BENEFITS AND RELATED INSURANCE (THE “SERVICE” OR “BOB”).

- AUTHORITY TO BIND AN ORGANIZATION. IF YOU USING THE SITE AND/OR SERVICE (INCLUDING BUT NOT LIMITED TO OPEN HI BOB ACCOUNT(S) AND/OR USING SUCH ACCOUNTS) ON BEHALF OF AN ORGANIZATION, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ORGANIZATION AND EACH OF ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS AND AGENTS (“ORGANIZATION USERS”) TO THESE TERMS. WHERE APPLICABLE REFERENCE TO “YOU” OR “YOUR” MAY ALSO REFER TO THE RELEVANT ORGANIZATION OR ORGANIZATION USER, AS APPLICABLE.
- JURISDICTIONAL LIMITATION. THE SERVICE IS INTENDED FOR USE BY ORGANIZATIONS AND ORGANIZATION USERS IN THE UK AND ISRAEL.
- REGISTERING FOR THE SERVICE. IF YOU ARE THE HR MANAGER OR RESPONSIBLE FOR HUMAN RESOURCES OR EMPLOYEE BENEFITS IN YOUR ORGANIZATION OR AN AUTHORIZED PERSON TO ACT ON BEHALF OF YOUR ORGANIZATION (“COMPANY ADMINISTRATOR”) AND YOU WANT YOUR ORGANIZATION TO START USING BOB, YOU CAN ADD YOUR ORGANIZATION TO BOB BY REGISTERING VIA THIS LINK: [HTTPS://APP.HIBOB.COM/LOGIN](https://app.hibob.com/login). IF YOU WANT TO ADD MORE DETAILS ABOUT YOUR ORGANIZATION AND WHAT YOUR ORGANIZATION IS DOING – YOU ARE MORE THAN WELCOME TO CLICK “SETTINGS” AND ADD THOSE DETAILS.
- USE OF THE SERVICE BY ORGANIZATION USERS. USING THE SERVICE AS AN ORGANIZATION USER REQUIRES YOU TO BE ASSIGNED WITH AN ACCOUNT (THE “EMPLOYEE ACCOUNT”) BY YOUR ORGANIZATION. AN EMPLOYEE ACCOUNT MAY BE OPENED AND ASSIGNED FOR YOU BY YOUR COMPANY ADMINISTRATOR.

YOU MUST SAFEGUARD AND NOT DISCLOSE YOUR PASSWORD TO YOUR EMPLOYEE ACCOUNT AND SUPERVISE THE USE OF SUCH EMPLOYEE ACCOUNT. YOU MUST PROVIDE ACCURATE AND COMPLETE INFORMATION FOR CREATING AN EMPLOYEE ACCOUNT AND YOU AGREE TO NOT MISREPRESENT YOUR IDENTITY OR YOUR EMPLOYEE ACCOUNT INFORMATION. YOU AGREE TO KEEP YOUR EMPLOYEE ACCOUNT INFORMATION UP TO DATE AND ACCURATE. YOU HEREBY AGREE AND CONSENT TO THE FACT THAT ANY AND ALL ACTION(S) TAKEN UNDER YOUR EMPLOYEE ACCOUNT SUCH AS SIGNING DOCUMENTS OR APPROVAL OF RECEIPT OF A DOCUMENT SHALL BE CONSIDERED AS AN ACTION DONE PERSONALLY BY YOURSELF. IF YOU REALIZE THAT YOUR EMPLOYEE ACCOUNT IS BREACHED OR COMPROMISED IN ANY MANNER, PLEASE CONTACT YOUR COMPANY ADMINISTRATOR IMMEDIATELY. PLEASE NOTE THAT SPECIFIC COUNTRIES MAY HAVE CERTAIN SPECIFIC REQUIREMENTS REGARDING THE FORM REQUIRED FOR SIGNATURE AND EXECUTION OF CERTAIN TYPES OF DOCUMENTS, AND IT IS YOUR RESPONSIBILITY TO MAKE SURE THAT THE SIGNATURE OF ANY SPECIFIC DOCUMENTS IS MADE IN A FORM ENFORCEABLE AND BINDING

EACH ORGANIZATION USER CAN, AMONGST OTHER THINGS, SEE AND EDIT HIS/HER OWN PROFILE, SEE A LIMITED VIEW OF HIS/HER COLLEAGUES’ PROFILES, MANAGE TASKS, SIGN AND UPLOAD PERSONAL DOCUMENTS AND FORMS AND VIEW ANY CLUBS TO WHICH HE/SHE BELONGS. WE ARE PLANNING TO GIVE ORGANIZATION USERS THE ABILITY TO SEE AND MANAGE THEIR PERSONAL PENSION, REQUEST TIME OFF AND ENJOY ANY EMPLOYEE



BENEFITS THE ORGANIZATIONS MAY CHOOSE TO PROVIDE. NOT ALL OF THESE FEATURES AND OPTIONS ARE CURRENTLY AVAILABLE, BUT WE MAY MAKE THESE ADDITIONAL FEATURES AND OPTIONS AVAILABLE IN THE FUTURE.

PLEASE NOTE: HI BOB IS NOT A LICENSED FINANCIAL PLANNER, RETIREMENT PLAN FIDUCIARY, REGISTERED REPRESENTATIVE, BROKER, DEALER OR TAX ADVISOR, NOR DOES IT REPRESENT ITSELF AS SUCH. THE SITE AND/OR SERVICE DO NOT PROVIDE LEGAL, TAX OR FINANCIAL ADVICE AND SHOULD NOT BE USED AS YOUR SOURCE FOR MAKING ANY SUCH DECISIONS. WE STRONGLY RECOMMEND MAKING ALL YOUR FINANCIAL DECISIONS ON THE BASIS OF PROFESSIONAL AND AUTHORIZED ADVICE.

USERS WHO WISH TO USE THE SERVICE MAY BE ASKED TO PROVIDE HI BOB, EITHER DIRECTLY OR THROUGH THEIR COMPANY ADMINISTRATOR, WITH CERTAIN INFORMATION REGARDING THEIR CURRENT AND/OR DESIRED FINANCIAL PRODUCTS AND SERVICES PORTFOLIO AS WELL AS ADDITIONAL RELATED CONTACT INFORMATION AND OTHER PERSONALLY IDENTIFIABLE INFORMATION AS FURTHER DETAILED IN THE HI BOB PRIVACY POLICY ("DATA"). HI BOB'S USE OF THIS DATA IN CONNECTION WITH THE SERVICES WILL BE UNDERTAKEN IN ACCORDANCE WITH THE PRIVACY POLICY.

IN ADDITION TO SECTIONS 4 AND 5 BELOW REGARDING YOUR RESPONSIBILITY REGARDING THE DATA AND CONTENT THAT YOU PROVIDE, PLEASE NOTE THAT THE INFORMATION PROVIDED OR AVAILABLE BY OR THROUGH THE SERVICE, IS INHERENTLY DYNAMIC AND MAY BE INACCURATE, INCOMPLETE OR OUTDATED. NEITHER HI BOB NOR ANY OF ITS SERVICE PROVIDERS PROVIDE ANY WARRANTIES TO THE CREDIBILITY, ACCURACY, COMPLETENESS, FITNESS FOR PURPOSE, OR RELIABILITY OF SUCH INFORMATION.

3. NO USE BY MINORS

TO USE THE SERVICE, YOU MUST BE OVER THE AGE OF SIXTEEN (16). WE RESERVE THE RIGHT TO REQUEST PROOF OF AGE AT ANY STAGE SO THAT WE CAN VERIFY THAT MINORS UNDER THE AGE OF SIXTEEN (16) ARE NOT USING THE SERVICE. IN THE EVENT THAT IT COMES TO OUR KNOWLEDGE THAT A PERSON UNDER THE AGE OF SIXTEEN (16) IS USING THE SERVICE, WE WILL PROHIBIT AND BLOCK SUCH USER FROM ACCESSING THE SERVICE AND WILL MAKE ALL EFFORTS TO PROMPTLY DELETE ANY DATA WITH REGARD TO SUCH USER.

4. RIGHT TO USE THE DATA AND CONTENT YOU PROVIDE

WHEN YOU PROVIDE ANY PERSONAL DATA AND NON PERSONAL DATA (AS SUCH TERMS ARE DEFINED IN THE PRIVACY POLICY) INCLUDING DATA TO HI BOB, YOU (WHETHER YOU ARE AN ORGANIZATION USER OR THE COMPANY ADMINISTRATOR OPERATING ON BEHALF OF THE ORGANIZATION) REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO PROVIDE US WITH SUCH DATA. HI BOB SHALL NOT RECEIVE ANY OWNERSHIP RIGHTS IN AND TO THE DATA, HOWEVER, BY PROVIDING YOUR DATA TO HI BOB, YOU HEREBY GRANT HI BOB A WORLDWIDE, NON-EXCLUSIVE, ROYALTY-FREE, SUB-LICENSABLE, COMMERCIAL AND TRANSFERABLE LICENSE TO USE AND MODIFY A COPY OF THE DATA AND A RIGHT FOR HI BOB TO SHARE THE DATA WITH ITS SERVICE PROVIDERS IN ANY MANNER IN ORDER TO PROVIDE YOU WITH THE SERVICES (SUBJECT TO HIBOB'S OBLIGATIONS UNDER THESE TERMS OF USE AND PRIVACY POLICY).

NEITHER WE NOR OUR SERVICE PROVIDERS CAN ALWAYS FORESEE OR ANTICIPATE TECHNICAL OR OTHER DIFFICULTIES, WHICH MAY RESULT IN FAILURE TO OBTAIN



THE DATA FROM YOUR ONLINE FINANCIAL SERVICE PROVIDERS OR LOSS OF DATA, PERSONALIZATION SETTINGS OR OTHER SERVICE INTERRUPTIONS. WE DO NOT ASSUME ANY RESPONSIBILITY FOR THE TIMELINESS, ACCURACY, DELETION, NON-DELIVERY OR FAILURE TO STORE ANY USER'S DATA, COMMUNICATIONS OR PERSONALIZATION SETTINGS.

YOU HEREBY APPOINT HI BOB AS YOUR AGENT WITH A RIGHT TO ACCESS THIRD PARTY INTERNET SITES, SERVERS AND DOCUMENTS AND RETRIEVE AND USE YOUR DATA AS DESCRIBED ABOVE. YOU ACKNOWLEDGE AND AGREE THAT WHEN HI BOB ARE ACCESSING AND RETRIEVING YOUR DATA FROM THIRD PARTY SITES, HI BOB IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY. NOTWITHSTANDING ANYTHING IN THESE TERMS TO THE CONTRARY, WE SHALL NOT HAVE ANY AUTHORITY HEREUNDER TO TAKE OR HAVE POSSESSION OF ANY ASSETS IN THE ACCOUNTS MAINTAINED BY SUCH THIRD PARTIES OR TO DIRECT DELIVERY OF ANY SECURITIES OR PAYMENT OF ANY FUNDS HELD IN SUCH ACCOUNT TO OURSELVES OR TO DIRECT ANY DISPOSITION OF SUCH SECURITIES OR FUNDS. YOU AGREE THAT THIRD PARTY ACCOUNT PROVIDERS SHALL BE ENTITLED TO RELY ON THE FOREGOING AUTHORIZATION, AGENCY AND POWER OF ATTORNEY GRANTED BY YOU.

5. YOUR RESPONSIBILITY FOR THE DATA AND CONTENT YOU PROVIDE

HI BOB ALLOWS YOU (THE ORGANIZATION AND/OR THE ORGANIZATION USER) TO UPLOAD, POST, PUBLISH AND MAKE AVAILABLE COPYRIGHT ABLE MATERIALS SUCH AS LITERARY WORKS, TEXT, IMAGES, PHOTOS, VIDEOS, STRIPS AND ANY OTHER PROPRIETARY MATERIALS (THE "USER GENERATED CONTENT" OR "CONTENT"). SUCH USER GENERATED CONTENT SHALL REMAIN AT ALL TIMES, AND TO THE EXTENT PERMITTED BY LAW, THE RESPECTIVE PROPERTY OF ITS THIRD PARTY OWNER. YOU UNDERSTAND AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR YOUR USER GENERATED CONTENT AND THE CONSEQUENCES OF POSTING OR PUBLISHING SUCH MATERIAL, ON THE SITE AND/OR THROUGH THE SERVICE, IN ANY WAY. YOU REPRESENT AND WARRANT THAT YOU ARE THE RIGHTFUL OWNER OF THE USER GENERATED CONTENT YOU UPLOAD, OR, THAT YOU HAVE (AND WILL CONTINUE TO HAVE) ALL THE NECESSARY LICENSES, RIGHTS, CONSENTS, AND PERMISSIONS FROM THE RIGHTFUL OWNERS OF SUCH USER GENERATED CONTENT, WHICH ARE REQUIRED TO USE AND TO ENABLE HI BOB TO USE THE USER GENERATED CONTENT YOU UPLOAD AND THAT SUCH USER GENERATED CONTENT DOES NOT INFRINGE ANY THIRD PARTY'S COPYRIGHT OR OTHER RIGHTS. YOU AGREE THAT YOU WILL NOT POST OR UPLOAD ANY USER GENERATED CONTENT CONTAINING CONTENT WHICH IS UNLAWFUL FOR YOU TO POSSESS, POST OR UPLOAD IN THE COUNTRY IN WHICH YOU ARE RESIDENT, WHICH IS AGAINST ANY INTERNAL POLICIES OR REGULATIONS OF THE ORGANIZATION FOR WHICH YOU MAY WORK, OR WHICH IT WOULD BE UNLAWFUL FOR HI BOB TO USE OR POSSESS IN CONNECTION WITH THE SERVICE. HI BOB EXPLICITLY RESERVES THE RIGHT TO REMOVE THE USER GENERATED CONTENT WITHOUT GIVING ANY PRIOR NOTICE, AT ITS SOLE DISCRETION. WHEN YOU UPLOAD, POST, PUBLISH OR MAKE AVAILABLE ANY USER GENERATED CONTENT OR USE SUCH USER GENERATED CONTENT, YOU GRANT HI BOB AN IRREVOCABLE, PERPETUAL, NON-EXCLUSIVE, ROYALTY-FREE, TRANSFERABLE, ASSIGNABLE, SUB-LICENSABLE AND WORLDWIDE LICENSE, TO USE, REPRODUCE, DISTRIBUTE, TRANSMIT, MAKE DERIVATIVE WORKS OF, DISPLAY, COPY, MAKE AVAILABLE AND PERFORM THAT USER GENERATED CONTENT, ALONG WITH YOUR NAME, DETAILS, TRADE-MARKS, SERVICE-MARKS AND LOGOS, ONLY IN CONNECTION WITH THE SERVICE AND/OR SITE, WHETHER THROUGH THE INTERNET, ANY MOBILE



DEVICE OR OTHERWISE, IN ANY MEDIA FORMATS AND THROUGH ANY MEDIA CHANNELS KNOWN TODAY AND DEVELOPED IN THE FUTURE.

6. CERTAIN RESTRICTIONS ON YOUR USE

THERE ARE CERTAIN CONDUCTS WHICH ARE STRICTLY PROHIBITED ON THE SITE AND AS PART OF THE SERVICE. PLEASE READ THE FOLLOWING RESTRICTIONS CAREFULLY. YOUR FAILURE TO COMPLY WITH THE PROVISIONS SET FORTH MAY RESULT HEREIN (AT HI BOB'S SOLE DISCRETION) IN THE TERMINATION OF YOUR ACCESS TO THE SITE/SERVICE AND MAY ALSO EXPOSE YOU TO CIVIL AND/OR CRIMINAL LIABILITY.

YOU MAY NOT, WHETHER BY YOURSELF OR ANYONE ON YOUR BEHALF: (I) COPY, MODIFY, ADAPT, TRANSLATE, REVERSE ENGINEER, DECOMPILE, OR DISASSEMBLE ANY PORTION OF THE CONTENT AT THIS SITE AND/OR THE SERVICE, INCLUDING WITHOUT LIMITATION ANY JAVA APPLETS ASSOCIATED WITH THE SERVICE, IN ANY WAY OR PUBLICLY DISPLAY, PERFORM, OR DISTRIBUTE THEM; (II) MAKE ANY USE OF THE CONTENT ON ANY OTHER WEBSITE OR NETWORKED COMPUTER ENVIRONMENT FOR ANY PURPOSE, OR REPLICATE OR COPY THE CONTENT WITHOUT HI BOB'S PRIOR WRITTEN CONSENT; (III) CREATE A BROWSER OR BORDER ENVIRONMENT AROUND HI BOB CONTENT (NO FRAMES OR INLINE LINKING); (IV) INTERFERE WITH OR VIOLATE ANY OTHER SITE VISITOR'S OR USER'S RIGHT TO PRIVACY OR OTHER RIGHTS, OR HARVEST OR COLLECT PERSONALLY IDENTIFIABLE INFORMATION ABOUT VISITORS OR USERS OF THIS SITE WITHOUT THEIR EXPRESS CONSENT, INCLUDING USING ANY ROBOT, SPIDER, SITE SEARCH OR RETRIEVAL APPLICATION, OR OTHER MANUAL OR AUTOMATIC DEVICE OR PROCESS TO RETRIEVE, INDEX, OR DATA-MINE; (V) DEFAME, ABUSE, HARASS, STALK, THREATEN, OR OTHERWISE VIOLATE THE LEGAL RIGHTS OF OTHERS; (VI) TRANSMIT OR OTHERWISE MAKE AVAILABLE IN CONNECTION WITH THIS SITE ANY VIRUS, WORM, TROJAN HORSE, TIME BOMB, WEB BUG, SPYWARE, OR ANY OTHER COMPUTER CODE, FILE, OR PROGRAM THAT MAY OR IS INTENDED TO DAMAGE OR HIJACK THE OPERATION OF ANY HARDWARE, SOFTWARE, OR TELECOMMUNICATIONS EQUIPMENT, OR ANY OTHER ACTUALLY OR POTENTIALLY HARMFUL, DISRUPTIVE, OR INVASIVE CODE OR COMPONENT; (VII) INTERFERE WITH OR DISRUPT THE OPERATION OF THIS SITE, OR THE SERVERS OR NETWORKS THAT HOST THIS SITE OR MAKE THIS SITE AVAILABLE, OR DISOBEY ANY REQUIREMENTS, PROCEDURES, POLICIES, OR REGULATIONS OF SUCH SERVERS OR NETWORKS; (VIII) SELL, LICENSE, OR EXPLOIT FOR ANY COMMERCIAL PURPOSES ANY USE OF OR ACCESS TO THE CONTENT OR THIS SITE; (IX) FRAME OR MIRROR ANY PART OF THIS SITE WITHOUT HI BOB'S PRIOR EXPRESS WRITTEN AUTHORIZATION; (X) CREATE A DATABASE BY SYSTEMATICALLY DOWNLOADING AND STORING ALL OR ANY OF THE CONTENT FROM THIS SITE; (XI) FORWARD ANY DATA GENERATED FROM THIS SITE WITHOUT THE PRIOR WRITTEN CONSENT OF HI BOB; OR (XII) TRANSFER OR ASSIGN YOUR EMPLOYEE ACCOUNTS' PASSWORD, EVEN TEMPORARILY, TO A THIRD PARTY; (XIII) USE THIS SITE FOR ANY ILLEGAL, IMMORAL OR UNAUTHORIZED PURPOSE; (XIV) USE THE SITE, THE SERVICE, THE CONTENT FOR NON-PERSONAL OR COMMERCIAL PURPOSES WITHOUT HI BOB'S EXPRESS PRIOR WRITTEN CONSENT; OR (XV) INFRINGE OR VIOLATE ANY OF THE TERMS.

7. THIRD PARTY SERVICES AND COMPONENTS

THE SERVICE MAY BE LINKED TO CERTAIN THIRD PARTY WEBSITES AND OTHER THIRD PARTY SERVICES (COLLECTIVELY, "THIRD PARTY SERVICES"). SUCH THIRD PARTY SERVICES ARE INDEPENDENT FROM THE SERVICE. YOU HEREBY ACKNOWLEDGE THAT HI BOB HAS NO CONTROL OVER SUCH THIRD PARTY SERVICES, AND FURTHER ACKNOWLEDGE AND AGREE THAT HI BOB IS NOT RESPONSIBLE FOR



THE AVAILABILITY OF THIRD PARTY SERVICES, AND DOES NOT HAVE RESPONSIBILITY OR LIABILITY FOR ANY GOODS, SERVICES, CONTENT, ADVERTISEMENTS, PRODUCTS, OR ANY MATERIALS AVAILABLE ON AND/OR THROUGH SUCH THIRD PARTY SERVICES. YOU FURTHER ACKNOWLEDGE AND AGREE THAT HI BOB SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS WHATSOEVER CAUSED, OR ALLEGED TO BE CAUSED, BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY GOODS, SERVICES, CONTENT, PRODUCTS OR OTHER MATERIALS AVAILABLE ON OR THROUGH ANY THIRD PARTY SERVICES. MOST THIRD PARTY SERVICES PROVIDE LEGAL DOCUMENTS, INCLUDING TERMS OF USE AND PRIVACY POLICY, GOVERNING THE USE OF EACH SUCH THIRD PARTY SERVICES, THEIR CONTENTS AND SERVICES. WE ENCOURAGE YOU TO READ THESE LEGAL DOCUMENTS CAREFULLY BEFORE USING ANY SUCH THIRD PARTY SERVICES. THE SERVICE MAY USE OR INCLUDE THIRD PARTY SOFTWARE, FILES AND COMPONENTS THAT ARE SUBJECT TO OPEN SOURCE AND THIRD PARTY LICENSE TERMS ("THIRD PARTY COMPONENTS"). YOUR RIGHT TO USE SUCH THIRD PARTY COMPONENTS AS PART OF, OR IN CONNECTION WITH, THE SERVICE IS SUBJECT TO ANY APPLICABLE ACKNOWLEDGEMENTS AND LICENSE TERMS ACCOMPANYING SUCH THIRD PARTY COMPONENTS, CONTAINED THEREIN OR RELATED THERETO. IF THERE IS A CONFLICT BETWEEN THE LICENSING TERMS OF SUCH THIRD PARTY COMPONENTS AND THESE TERMS, THE LICENSING TERMS OF THE THIRD PARTY COMPONENTS SHALL PREVAIL ONLY IN CONNECTION WITH THE RELATED THIRD PARTY COMPONENTS. THESE TERMS DO NOT APPLY TO ANY THIRD PARTY COMPONENTS ACCOMPANYING OR CONTAINED IN THE SERVICE AND HI BOB DISCLAIMS ALL LIABILITY RELATED THERETO. YOU ACKNOWLEDGE THAT HI BOB IS NOT THE AUTHOR, OWNER OR LICENSOR OF ANY THIRD PARTY COMPONENTS, AND THAT HI BOB MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF THIRD PARTY COMPONENTS. UNDER NO CIRCUMSTANCES SHALL THE SERVICE OR ANY PORTION THEREOF (EXCEPT FOR THE THIRD PARTY COMPONENTS CONTAINED THEREIN) BE DEEMED TO BE "OPEN SOURCE" OR "PUBLICLY AVAILABLE" SOFTWARE.

8. PRIVACY POLICY

HI BOB RESPECTS YOUR PRIVACY AND IS COMMITTED TO PROTECTING THE INFORMATION YOU SHARE WITH US. HI BOB BELIEVES THAT YOU HAVE A RIGHT TO KNOW OUR PRACTICES REGARDING THE INFORMATION HI BOB COLLECTS WHEN YOU CONNECT TO, ACCESS OR USE THE SITE AND/OR SERVICES. OUR POLICY AND PRACTICES AND THE TYPE OF INFORMATION COLLECTED ARE DESCRIBED IN OUR PRIVACY POLICY. IF YOU INTEND TO CONNECT TO, ACCESS OR USE THE SITE YOU MUST FIRST READ AND AGREE TO THE PRIVACY POLICY. HI BOB IS OBLIGATED TO PROCESS INFORMATION AND DATA STRICTLY IN ACCORDANCE WITH ITS PRIVACY POLICY AND THESE TERMS OF USE.

9. AVAILABILITY; BACKUP

THE SITE AND/OR SERVICE AVAILABILITY AND FUNCTIONALITY DEPEND ON VARIOUS FACTORS, SUCH AS COMMUNICATION NETWORKS. HI BOB DOES NOT WARRANT OR GUARANTEE THAT THE SITE AND/OR SERVICE WILL OPERATE AND/OR BE AVAILABLE AT ALL TIMES WITHOUT DISRUPTION OR INTERRUPTION, OR THAT IT WILL BE ERROR-FREE.

HI BOB RESERVES THE RIGHT TO MODIFY, CORRECT, AMEND, ENHANCE, IMPROVE, MAKE ANY OTHER CHANGES TO, OR DISCONTINUE, TEMPORARILY OR PERMANENTLY, THE SITE AND/OR SERVICE (OR ANY PART THEREOF) WITHOUT



NOTICE (PROVIDED THAT HI BOB SHALL MAKE REASONABLE EFFORTS TO NOTIFY OF ANY PERMANENT TERMINATION OF THE SERVICE), AT ANY TIME PROVIDED THAT HIBOB SHALL PROVIDE YOU, UPON TERMINATION OF THE SERVICE WITH YOUR DATA AND INFORMATION AS RETAINED ON HIBOB'S SYSTEMS . HI BOB ALSO RESERVES THE RIGHT TO DESIGNATE ANY FEATURE, SERVICE OR ANY OTHER PART OF THE SERVICE AS PREMIUM AND SUBJECT TO A SEPARATE COST. IN ADDITION, YOU HEREBY ACKNOWLEDGE THAT ANY CONTENT PROVIDED UNDER THIS SITE MAY BE CHANGED, EXTENDED IN TERMS OF CONTENT AND FORM OR REMOVED AT ANY TIME WITHOUT ANY NOTICE TO YOU. YOU AGREE THAT HI BOB SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY MODIFICATION, SUSPENSION, OR DISCONTINUANCE OF THIS SITE, THE SERVICE OR ANY CONTENT INCLUDED IN THIS SITE.

WITHOUT DEROGATING FROM SECTION 12 OF THE PRIVACY POLICY (DATA RETENTION), IN VIEW OF THE FACT THAT THE USER GENERATED CONTENT AND OTHER DATA AND INFORMATION STORED BY OR FOR YOU UNDER THE SERVICE AND SITE MAY CONTAIN IMPORTANT INFORMATION WHICH YOU MAY BE REQUIRED TO STORE UNDER APPLICABLE LAW, AND IN VIEW OF THE NATURE OF THE WEB, THE VULNERABILITIES OF ONLINE STORAGE, HUMAN ERROR OR INTENTIONAL CONDUCT, AND/OR COMPLIANCE WITH APPLICABLE REGULATION, AS IT MAY CHANGE FROM TIME TO TIME, YOU ARE ADVISED TO KEEP COPIES OF ALL USER GENERATED CONTENT AND OTHER DATA AND INFORMATION STORED BY OR FOR YOU UNDER THE SERVICE AND SITE AS A BEST PRACTICE FOR DATA BACKUP AND PROTECTION, SO THAT YOU MAY RECOVER FROM ANY CEASE OR INTERRUPTION OF SERVICE, PARTIAL OR FULL DELETION, ETC. WHILE HI BOB SHALL AIM TO ASSIST YOU WITH ANY SUCH RECOVERY, WE CANNOT AND DO NOT GUARANTEE IN ANY WAY THE FULL RECOVERY OF DATA AND CONTENT. FOR ASSISTANCE WITH THIS MATTER PLEASE CONTACT US AT: SUPPORT@WWW.HIBOB.COM.

10. USER REPRESENTATIONS AND UNDERTAKINGS

YOUR USE OF THE SERVICE (OR ANY PART THEREOF) IS DEPENDENT ON THE FACT THAT YOU HEREBY REPRESENT AND WARRANT THAT (I) YOU POSSESS THE KNOWLEDGE AND JUDGMENT NECESSARY TO DECIDE WHETHER TO USE THE SERVICE OR OTHERWISE RELY ON ANY INFORMATION AVAILABLE THEREIN; (II) YOU ACKNOWLEDGE THAT YOU MAY NOT SOLELY RELY ON ANY CONTENT OR ANY FEATURES YOU FIND ON OR THROUGH THE SERVICE; (III) YOU ACKNOWLEDGE THAT THERE ARE RISKS IN USING THE SERVICE, AND THAT HI BOB CANNOT AND DOES NOT GUARANTEE ANY SPECIFIC OUTCOMES FROM SUCH USE, AND YOU HEREBY ASSUME ALL SUCH RISKS, LIABILITIES AND/OR HARM OF ANY KIND ARISING IN CONNECTION WITH AND/OR RESULTING FROM SUCH USE; (IV) YOU POSSESS ALL NECESSARY OWNERSHIP RIGHTS, EITHER THROUGH YOURSELF OR THROUGH RECEIPT OF NECESSARY CONSENT OR PERMISSION, TO USE THE SERVICE; (V) YOU POSSESS THE LEGAL AUTHORITY TO ENTER INTO THESE TERMS AND TO FORM A BINDING AGREEMENT UNDER ANY APPLICABLE LAW, TO USE THE SERVICE IN ACCORDANCE WITH THESE TERMS, AND TO FULLY PERFORM YOUR OBLIGATIONS HEREUNDER; (VI) IF YOU CONNECT TO, ACCESS OR USE THE SERVICE ON BEHALF OF ANY THIRD PARTY YOU REPRESENT AND WARRANT THAT YOU ARE DULY AUTHORIZED UNDER ANY APPLICABLE LAW TO REPRESENT SUCH THIRD PARTY IN CONNECTION WITH THESE TERMS AND TO COMMIT IT TO BE BOUND BY THESE TERMS, AND HEREBY MAKE ALL REPRESENTATIONS AND WARRANTIES HEREIN ON BOTH YOUR AND ITS BEHALF; (VII) YOU POSSESS ANY AND ALL CONSENTS REQUIRED UNDER ANY APPLICABLE LAWS, REGARDING THE POSTING OF ANY PERSONAL INFORMATION OF OTHERS TO THE SERVICE, AND SHALL ADHERE TO ANY APPLICABLE LAWS REGARDING SUCH INFORMATION; (VIII) THE EXECUTION OF THE TERMS DOES NOT



AND WILL NOT VIOLATE ANY OTHER AGREEMENT TO WHICH YOU ARE BOUND OR ANY LAW, RULE, REGULATION, ORDER OR JUDGMENT TO WHICH YOU ARE SUBJECT; (IX) YOU ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH APPLICABLE LAWS REGARDING YOUR USE OF THE SERVICE; AND (X) YOU WILL NOT INFRINGE OR VIOLATE ANY OF THE TERMS.

11. INTELLECTUAL PROPERTY RIGHTS

THE SERVICE, THE DESIGN, LOGOS, GRAPHICS, IMAGES, AS WELL AS THE SELECTION, ASSEMBLY AND ARRANGEMENT THEREOF, HI BOB'S PROPRIETARY SOFTWARE, ALGORITHMS AND ALL INTELLECTUAL PROPERTY RIGHTS PERTAINING THERETO, INCLUDING INVENTIONS, PATENTS AND PATENT APPLICATIONS, TRADEMARKS, TRADE NAMES, LOGOS, COPYRIGHTABLE MATERIALS, GRAPHICS, TEXT, PHOTOGRAPHS, DESIGNS (INCLUDING THE "LOOK AND FEEL" OF THE SERVICE AND ANY PART THEREOF), SPECIFICATIONS, METHODS, PROCESSES, ALGORITHMS, DATA, TECHNICAL INFORMATION, TECHNOLOGY, INTERACTIVE FEATURES, SOURCE CODE AND OBJECTS, FILES, INTERFACES, INTERFACE GRAPHICS AND TRADE SECRETS, WHETHER OR NOT REGISTERED OR REGISTERABLE (COLLECTIVELY, "INTELLECTUAL PROPERTY"), ARE OWNED AND/OR LICENSED TO HI BOB AND ARE SUBJECT TO COPYRIGHT AND OTHER APPLICABLE INTELLECTUAL PROPERTY RIGHTS UNDER LOCAL LAW, FOREIGN LAWS AND INTERNATIONAL CONVENTIONS. UNLESS EXPRESSLY PERMITTED IN THESE CONDITIONS, YOU MAY NOT COPY, DISTRIBUTE, DISPLAY, PUBLICLY PERFORM, MAKE AVAILABLE TO THE PUBLIC, DISASSEMBLE, SEPARATE, MODIFY, SUBLICENSE TO, COMMERCIAL USE, SELL, RENT, LEND, PROCESS, CONNECT, PERFORM "REVERSE-ENGINEER ", COMBINE WITH OTHER SOFTWARE, TRANSLATE, MODIFY, OR CREATE DERIVATIVE WORKS OF ANY MATERIAL THAT IS SUBJECT TO HI BOB'S PROPRIETARY RIGHTS, INCLUDING HI BOB'S INTELLECTUAL PROPERTY, EITHER BY YOURSELF OR BY SOMEONE ACTING ON YOUR BEHALF, IN ANY WAY OR BY ANY MEANS.

ALL LOGOS AND OTHER PROPRIETARY IDENTIFIERS USED BY HI BOB IN CONNECTION WITH THE SERVICE, ("HI BOB TRADEMARKS") ARE ALL TRADEMARKS AND/OR TRADE NAMES OF HI BOB, WHETHER OR NOT REGISTERED. ALL OTHER TRADEMARKS, SERVICE MARKS, TRADE NAMES AND LOGOS, WHICH MAY APPEAR ON OR WITH RESPECT TO THE SERVICE BELONG TO THEIR RESPECTIVE OWNERS ("THIRD PARTY MARKS"). NO RIGHT, LICENSE, OR INTEREST TO HI BOB TRADEMARKS AND/OR TO THE THIRD PARTY MARKS IS GRANTED HEREUNDER, AND YOU AGREE THAT NO SUCH RIGHT, LICENSE, OR INTEREST SHALL BE ASSERTED BY YOU WITH RESPECT TO HI BOB TRADEMARKS OR THE THIRD PARTY MARKS AND THEREFORE YOU WILL AVOID USING ANY OF THOSE MARKS, UNLESS EXPRESSLY PERMITTED HEREIN.

YOU ARE HEREBY PROHIBITED FROM REMOVING OR DELETING ANY AND ALL COPYRIGHT NOTICES, RESTRICTIONS AND SIGNS INDICATING PROPRIETARY RIGHTS OF HI BOB AND/OR ITS LICENSORS, INCLUDING COPYRIGHT MARK [©] OR TRADEMARK [® OR ™] CONTAINED IN OR ACCOMPANYING THE SERVICE, AND YOU REPRESENT AND WARRANT THAT YOU WILL ABIDE BY ALL APPLICABLE LAWS IN THIS RESPECT. YOU ARE FURTHER PROHIBITED FROM USING, DILUTING OR STAINING ANY NAME, MARK OR LOGO THAT IS IDENTICAL, OR CONFUSINGLY SIMILAR TO ANY OF HI BOB MARKS AND LOGOS, WHETHER REGISTERED OR NOT. TO AVOID ANY DOUBT, THE ABOVE UNDER THIS SECTION 11, DOES NOT APPLY TO YOUR USER GENERATED CONTENT.

12. NO PROFESSIONAL ADVICE



- THE SITE AND/OR SERVICE DO NOT INCLUDE ANY LEGAL, REGULATORY, ACCOUNTING, TAX OR OTHER PROFESSIONAL ADVICE, AND YOU WILL RELY SOLELY UPON YOUR OWN ADVISORS WITH RESPECT TO SUCH ADVICE HI BOB DOES NOT PROVIDE YOU OR ANY USER WITH PROFESSIONAL ADVICE REGARDING COMPLIANCE, DATA PRIVACY OR OTHER RELEVANT APPLICABLE LAW IN THE JURISDICTIONS IN WHICH YOU USE THE SITE AND/OR SERVICE. WITHOUT DEROGATING FROM THE GENERALITY OF THE FOREGOING, IF YOU ARE PROVIDED THROUGH THE SITE AND/OR SERVICE WITH ANY PROFESSIONAL INFORMATION, IT IS FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSTRUED AS PROFESSIONAL ADVICE. NO ACTION SHOULD BE TAKEN BASED UPON ANY SUCH INFORMATION WITHOUT FIRST SEEKING INDEPENDENT PROFESSIONAL ADVICE FROM A PERSON WHO IS LICENSED AND/OR QUALIFIED IN THE APPLICABLE AREA.
- YOU WILL BE SOLELY RESPONSIBLE FOR: (I) COMPLIANCE WITH ANY AND ALL APPLICABLE LAWS, RULES, AND REGULATIONS AFFECTING YOUR BUSINESS; AND (II) ANY USE YOU MAY MAKE OF THE SITE AND/OR SERVICE TO ASSIST IN COMPLYING WITH ANY SUCH LAWS, RULES, OR REGULATIONS.
- YOU ACKNOWLEDGE THAT HI BOB EXERCISES NO CONTROL OVER SPECIFIC HUMAN RESOURCE PRACTICES IMPLEMENTED USING THE SITE AND/OR SERVICE OR AS TO DECISIONS AS TO EMPLOYMENT, PROMOTION, ADVANCEMENT, TERMINATION, NOTIFICATION, OR COMPENSATION OF ANY EMPLOYEE OR AUTHORIZED USER OF THE SITE AND/OR SERVICE. HI BOB HEREBY DISCLAIMS ALL LIABILITY ARISING FROM YOUR DECISIONS AND FROM HARMFUL DATA OR CODE UPLOADED TO THE SITE AND/OR SERVICE.

13. DISCLAIMER AND WARRANTIES

THIS SECTION CONTAINS DISCLAIMERS OF HI BOB'S WARRANTIES AND LIABILITIES UNDER THESE TERMS. THE SITE AND/OR SERVICE, INCLUDING WITHOUT LIMITATION ANY CONTENT (OTHER THAN USER GENERATED CONTENT FOR WHICH THE TERMS SET OUT IN SECTION 5 ABOVE SHALL APPLY) ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. HI BOB DISCLAIMS AND MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE USE, THE INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OF THE SITE AND/OR SERVICE (INCLUDING THE RESULTS RELATED TO OPTIMAL FEES) NOR DOES IT MAKES ANY REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, QUALITY, AVAILABILITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF ANY CONTENT FEATURED ON THE SITE.

SAVE AS WHERE SPECIFICALLY SET OUT IN THESE TERMS, HI BOB ASSUME NO RESPONSIBILITY FOR ANY LOSS, INJURY AND/OR DAMAGES INCURRED AS A RESULT OR IN CONNECTION WITH THE USE OF THE SITE AND/OR SERVICE, OR ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE ON THE CONTENT, THE SITE AND ANY AND ALL INFORMATION WHICH IS DERIVED FROM THE USE OF THE SITE AND/OR SERVICE.

HI BOB DOES NOT WARRANT THAT THE OPERATION OF THE SITE IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS.



14. LIMITATION OF LIABILITY

THIS SECTION CONTAINS LIMITATIONS OF HI BOB'S LIABILITY UNDER THESE TERMS. NOTHING IN THESE TERMS SHALL LIMIT OR EXCLUDE HI BOB'S LIABILITY TO YOU:

- FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE;
- FOR FRAUDULENT MISREPRESENTATION;
- FOR BREACH OF ANY TERM IMPLIED BY THE CONSUMER RIGHTS ACT 2015 AND WHICH, BY LAW, MAY NOT BE LIMITED OR EXCLUDED; OR
- FOR ANY OTHER LIABILITY THAT, BY LAW, MAY NOT BE LIMITED OR EXCLUDED.

SUBJECT TO THIS, IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY BUSINESS LOSSES, OR FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES, OR FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS, DATA, GOODWILL OR OTHER SIMILAR LOSSES, AND ANY LIABILITY WE DO HAVE FOR LOSSES YOU SUFFER ARISING FROM THE TERMS SHALL BE LIMITED TO FEES ACTUALLY PAYED FOR HI BOB SERVICES BY YOU TO HI BOB WITHIN A THREE (3) MONTHS PERIOD PRECEDING THE OCCURRENCE OF THE RESPECTIVE LOSS AND IS STRICTLY LIMITED TO LOSSES THAT WERE REASONABLY FORESEEABLE. LOSSES ARE FORESEEABLE WHERE THEY COULD BE CONTEMPLATED BY YOU AND US AT THE TIME YOUR ORDER IS ACCEPTED BY US.

WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY FAILURE TO PERFORM, OR DELAY IN PERFORMANCE OF, ANY OF OUR OBLIGATIONS UNDER THESE TERMS THAT IS CAUSED BY EVENTS OUTSIDE OUR REASONABLE CONTROL.

15. INDEMNIFICATION

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS HI BOB AND ITS SERVICE PROVIDERS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS, DEBTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO LEGAL FEES) ARISING FROM: (I) YOUR USE OF THE SITE AND/OR SERVICE; (II) YOUR VIOLATION OF ANY TERM OF THESE TERMS; (III) ANY DAMAGE OF ANY SORT, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, YOU MAY CAUSE TO ANY THIRD PARTY WHICH RELATES TO YOUR USE OF THE SITE AND/OR SERVICE (INCLUDING YOUR VIOLATION OF ANY THIRD PARTY RIGHTS); AND (IV) ANY CLAIMS FOR FINANCIAL OR OTHER KIND OF DAMAGES ARISING OUT OF ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE ON THE USE OF THE SITE AND/OR SERVICES (INCLUDING BUT NOT LIMITED TO THE USE OF THE CONTENT AND RESULTS RELATED TO OPTIMAL FEES). YOU AGREE THAT HI BOB'S SERVICE PROVIDER IS A THIRD PARTY BENEFICIARY OF THE ABOVE PROVISIONS, WITH ALL RIGHTS TO ENFORCE SUCH PROVISIONS AS IF SERVICE PROVIDER WERE A PARTY TO THIS AGREEMENT.

16. TERMINATION OF YOUR ACCOUNT, TERMINATION OF SERVICE, CHANGES TO SERVICE

HI BOB MAY CHANGE THE TERMS FROM TIME TO TIME, AT ITS SOLE DISCRETION AND WITHOUT ANY NOTICE. WE WILL NOTIFY REGARDING SUBSTANTIAL CHANGES OF THESE TERMS ON THE HOMEPAGE OF THE SITE AND/OR WE WILL SEND YOU AN E-MAIL REGARDING SUCH CHANGES TO THE E-MAIL ADDRESS THAT YOU PROVIDED IN THE REGISTRATION FORM. SUCH SUBSTANTIAL CHANGES WILL TAKE EFFECT SEVEN (7) DAYS AFTER SUCH NOTICE WAS PROVIDED ON OUR WEBSITE OR SENT BY EMAIL. OTHERWISE, ALL OTHER CHANGES TO THESE TERMS ARE EFFECTIVE AS OF THE STATED "LAST REVISED" DATE AND YOUR CONTINUED USE OF THE SITE AFTER THE



LAST REVISED DATE WILL CONSTITUTE ACCEPTANCE OF, AND AGREEMENT TO BE BOUND BY, THOSE CHANGES. AT ANY TIME, HI BOB MAY BLOCK YOUR ACCESS TO THE SITE AND/OR SERVICE TEMPORARILY OR PERMANENTLY LIMIT, SUSPEND OR TERMINATE YOUR ACCOUNT, FOR ANY REASON, AT ITS SOLE DISCRETION, IN ADDITION TO ANY OTHER REMEDIES THAT MAY BE AVAILABLE TO HI BOB UNDER ANY APPLICABLE LAW. SUCH ACTIONS BY HI BOB MAY BE TAKEN IF HI BOB DEEMS THAT YOU HAVE BREACHED ANY OF THESE TERMS IN ANY MANNER. ADDITIONALLY, HI BOB MAY AT ANY TIME, AT ITS SOLE DISCRETION, CEASE THE OPERATION OF THE SITE AND/OR SERVICE OR ANY PART THEREOF, TEMPORARILY OR PERMANENTLY, WITHOUT GIVING ANY PRIOR NOTICE. YOU AGREE AND ACKNOWLEDGE THAT HI BOB DOES NOT ASSUME ANY RESPONSIBILITY WITH RESPECT TO, OR IN CONNECTION WITH THE TERMINATION OF THE SITE AND/OR SERVICE OPERATION AND LOSS OF ANY DATA. THE PROVISIONS OF THE INTELLECTUAL PROPERTY, DISCLAIMER AND WARRANTIES, LIMITATION OF LIABILITY, INDEMNIFICATION AND GENERAL SECTIONS, WILL SURVIVE THE TERMINATION, OR EXPIRATION OF THE TERMS.

17. GENERAL

THESE TERMS DO NOT, AND SHALL NOT BE CONSTRUED TO CREATE ANY PARTNERSHIP, JOINT VENTURE, EMPLOYER-EMPLOYEE, AGENCY, OR FRANCHISOR-FRANCHISEE RELATIONSHIP BETWEEN THE PARTIES HERETO. ANY CLAIM RELATING TO THIS SITE AND/OR SERVICES OR USE OF THIS SITE AND/OR SERVICES WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF ENGLAND. ANY DISPUTE ARISING OUT OF OR RELATED TO YOUR USE OF THIS SITE WILL BE BROUGHT IN, AND YOU HEREBY CONSENT TO EXCLUSIVE JURISDICTION OF THE COURTS OF ENGLAND AND WALES. IF ANY PROVISION OF THESE TERMS IS FOUND TO BE UNLAWFUL, VOID, OR FOR ANY REASON UNENFORCEABLE, THEN THAT PROVISION WILL BE DEEMED SEVERABLE FROM THESE TERMS AND WILL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF ANY REMAINING PROVISION. YOU MAY NOT ASSIGN, SUBLICENSE OR OTHERWISE TRANSFER ANY OR ALL OF YOUR RIGHTS OR OBLIGATIONS UNDER THESE TERMS WITHOUT HI BOB'S PRIOR EXPRESS WRITTEN CONSENT. NO WAIVER BY EITHER PARTY OF ANY BREACH OR DEFAULT HEREUNDER WILL BE DEEMED TO BE A WAIVER OF ANY PRECEDING OR SUBSEQUENT BREACH OR DEFAULT. ANY HEADING, CAPTION OR SECTION TITLE CONTAINED HEREIN IS INSERTED ONLY AS A MATTER OF CONVENIENCE, AND IN NO WAY DEFINES OR EXPLAINS ANY SECTION OR PROVISION HEREOF. THESE TERMS ARE THE ENTIRE TERMS AND CONDITIONS BETWEEN YOU AND HI BOB RELATING TO THE SUBJECT MATTER HEREIN AND SUPERSEDES ANY AND ALL PRIOR OR CONTEMPORANEOUS WRITTEN OR ORAL AGREEMENTS OR UNDERSTANDINGS BETWEEN YOU AND HI BOB. NOTICES TO YOU MAY BE MADE VIA EMAIL OR REGULAR MAIL. THIS SITE MAY ALSO PROVIDE NOTICES OF CHANGES TO THESE TERMS OR OTHER MATTERS, BY DISPLAYING SUCH NOTICES OR BY PROVIDING LINKS TO SUCH NOTICES. WITHOUT LIMITATION, YOU AGREE THAT A PRINTED VERSION OF THESE TERMS AND OF ANY NOTICE GIVEN IN ELECTRONIC FORM SHALL BE ADMISSIBLE IN JUDICIAL OR ADMINISTRATIVE PROCEEDINGS BASED UPON OR RELATING TO THESE TERMS TO THE SAME EXTENT AND SUBJECT TO THE SAME CONDITIONS AS OTHER BUSINESS DOCUMENTS AND RECORDS ORIGINALLY GENERATED AND MAINTAINED IN PRINTED FORM.

18. MISCONDUCT AND COPYRIGHT AGENT

WE CARE FOR YOUR SAFETY AND WELL-BEING. IF YOU BELIEVE A USER OR A THIRD PARTY ACTED INAPPROPRIATELY INCLUDING, BUT NOT LIMITED TO, OFFENSIVE,



VIOLENT OR SEXUALLY INAPPROPRIATE BEHAVIOR OR CONTENT, PLEASE REPORT IMMEDIATELY SUCH PERSON TO THE APPROPRIATE AUTHORITIES AND TO US.

HI BOB RESPECTS THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS. IF YOU BELIEVE THAT YOUR WORK HAS BEEN COPIED IN A WAY THAT CONSTITUTES COPYRIGHT INFRINGEMENT, PLEASE PROVIDE THE FOLLOWING INFORMATION IN WRITING TO THE COMPANY'S COPYRIGHT AGENT: (I) A PHYSICAL OR ELECTRONIC SIGNATURE OF A PERSON AUTHORIZED TO ACT ON BEHALF OF THE OWNER OF THE COPYRIGHT; (II) A DESCRIPTION OF THE COPYRIGHTED WORK THAT YOU CLAIM HAS BEEN INFRINGED; (III) A DESCRIPTION OF THE MATERIAL THAT YOU CLAIM TO BE INFRINGING OR TO BE THE SUBJECT OF INFRINGING ACTIVITY AND THAT IS TO BE REMOVED OR ACCESS TO WHICH IS TO BE DISABLED AND INFORMATION SUFFICIENT TO PERMIT US TO LOCATE THE MATERIAL (INCLUDING URL ADDRESS OR SCREEN CAPTURE OF SUCH INFRINGING ACTIVITY); (IV) INFORMATION SO THAT THE COMPANY CAN CONTACT YOU, SUCH AS ADDRESS, TELEPHONE NUMBER AND E-MAIL ADDRESS; (V) A STATEMENT THAT YOU BELIEVE IN GOOD FAITH THAT USE OF THE MATERIAL IN THE MANNER COMPLAINED OF IS NOT AUTHORIZED BY THE COPYRIGHT OWNER, ITS AGENT, OR THE LAW; (VI) A STATEMENT THAT THE INFORMATION IN THE NOTIFICATION IS ACCURATE AND, UNDER PENALTY OF PERJURY, YOU ARE THE COPYRIGHT OWNER OR ARE AUTHORIZED TO ACT ON BEHALF OF THE OWNER OF A COPYRIGHT THAT IS ALLEGEDLY INFRINGED. THE COMPANY'S COPYRIGHT AGENT CAN BE REACHED AT: SUPPORT@WWW.HIBOB.COM.

IN THE EVENT THAT HI BOB RECEIVES NOTICE REGARDING A COPYRIGHT INFRINGEMENT, IT MAY CANCEL A USER ACCOUNT, TAKE ANY WEBPAGE DOWN AND/OR REMOVE ANY CONTENT IN ITS SOLE DISCRETION, WITH OR WITHOUT PRIOR NOTICE. IN SUCH CASE, A PARTY THAT SEES ITSELF DAMAGED BY HI BOB'S ACTIONS, MAY FILE A PROPER COUNTER-NOTICE IN WHICH YOU MUST INCLUDE: (1) FULL NAME, ADDRESS, PHONE NUMBER AND PHYSICAL OR ELECTRONIC SIGNATURE; (2) IDENTIFICATION OF THE MATERIAL AND ITS LOCATION BEFORE REMOVAL; (3) A STATEMENT UNDER PENALTY OF PERJURY THAT THE MATERIAL WAS REMOVED BY MISTAKE OR MISIDENTIFICATION; (4) CONSENT TO AN APPROPRIATE JUDICIAL BODY; AND (5) ANY OTHER INFORMATION REQUIRED UNDER THE RELEVANT APPLICABLE LAW. HI BOB RESERVES THE RIGHT TO NOTIFY THE PERSON OR ENTITY PROVIDING THE INFRINGEMENT NOTICE OF SUCH COUNTER-NOTICE AND PROVIDE ANY DETAILS INCLUDED THEREIN.

19. INFORMATION, QUESTIONS OR NOTIFICATION OF ERRORS

IF YOU HAVE ANY QUESTIONS (OR COMMENTS) CONCERNING THE TERMS, YOU ARE WELCOME TO SEND HI BOB AN EMAIL OR OTHERWISE CONTACT HI BOB TO THE FOLLOWING ADDRESS AND HI BOB WILL MAKE AN EFFORT TO REPLY WITHIN A REASONABLE TIMEFRAME: SUPPORT@WWW.HIBOB.COM.