

Please read these Terms of Use ("Terms", "Terms of Use") carefully before using the services offered by Shift4 Payments, LLC and its affiliates, agents and/or partners ("Shift4," "we," "us," or "our"). These Terms of Use, which incorporate Shift4's Privacy Policy (available at www.shift4.com/legal), set forth the legally binding terms and conditions for your use of our online and/or mobile scheduling, time clock, attendance, and other services, website, mobile application, and software provided on or in connection with the service (collectively the "Platform").

Shift4 reserves the right to make modifications to these Terms and will provide notice of these changes as described below. Any new features that augment or enhance the current Platform, including the release of new tools and resources, shall be subject to this Agreement. This Agreement applies to all visitors, users, and others who access the Platform, whether on behalf of a company or on their own individual behalf.

BY INSTALLING THE SHIFT4 MOBILE APPLICATION OR OTHERWISE ACCESSING OR USING THE PLATFORM, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF USE AND TO THE COLLECTION AND USE OF YOUR INFORMATION AS SET FORTH IN OUR PRIVACY POLICY, ALL AMENDMENTS, AND ADDENDA TO THE TERMS OF USE, PRIVACY POLICY, AND ALL APPLICABLE SHIFT4 RULES AND POLICIES (COLLECTIVELY, THE "AGREEMENT"). IF YOU DISAGREE WITH ANY PART OF THE AGREEMENT, THEN YOU MAY NOT INSTALL THE OPENSIMSIM MOBILE APPLICATION OR OTHERWISE ACCESS OR USE THE PLATFORM.

1. Eligibility

This is a contract between you and Shift4. You may use the Platform only if you can form a binding contract with Shift4, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. You must read and agree to this Agreement before using the Platform. If you do not agree, you may not use the Platform.

Any use or access to the Platform by anyone under 13 is strictly prohibited and in violation of this Agreement. Any use of or access to the Platform by anyone under 18 is only permitted with the express written permission of such individual's legal guardian, and, if necessary, you represent and warrant that you have received such permission. Users who enter the personal information of third parties must have legally valid consent to do so and to authorize such data for processing in the United States for the purposes of providing the Platform. The Platform is not designed for use by or in connection with anyone under the age of 18, and if you enter the information of anyone under the age of 18, you will notify us via privacy@shift4.com and you accept all responsibility that may arise from your use of the Service in connection with any minors.

If you are accessing or using any part of the Platform on behalf of any business, organization, or other entity of any kind, you represent and warrant that you are authorized (a) to accept these terms on its behalf and (b) to bind such business, organization, or entity to the Agreement.

You are solely responsible for ensuring that your use of the Platform is in compliance with all laws, rules and regulations applicable to you and the right to access the Platform is revoked where these Terms of Use or use of the Platform is prohibited and, in such circumstances, you agree not to use or access the Platform in any way.

2. Limited License

Subject to the terms and conditions of this Agreement, Shift4 hereby grants you a non-exclusive, limited, non transferable, freely revocable license to use the Platform solely as permitted by the features of the Platform, which may vary from user to user. You are permitted to download, install, and use the Shift4 mobile application solely to access and use the other parts of the Platform in compliance with the Agreement.

We reserve all rights not expressly granted herein in the Platform and its content. We may terminate this license or your access to the Platform at any time, for any reason or no reason.

3. Consent to Use of Information

You agree that Shift4 may collect, use, and share your information as set forth in our Privacy Policy.

4. Nature of the Relationship

The Platform provided by Shift4 seeks to facilitate communication among employees, independent contractors, or participants (collectively, "Workers") and the persons or entities that engage the services of Workers (referred to herein as "Companies") regarding staffing and scheduling. Shift4 makes no representations about the classification of Workers and Companies or the nature of any employment or independent contractor relationship between or among them, and the proper classification of Workers is the sole responsibility of each Company that uses the Platform. Employers may use the Platform, among other things, to create and manage work schedules, to assign Workers to shifts, to post shift opportunities, to communicate with Workers regarding staffing and scheduling. Workers can use the Platform, among other things, to describe and post their skills and experience, to set their availability schedule, to view and respond to posted shift opportunities, and to communicate with Companies and other Workers regarding schedule changes. The app is free to download and use by Workers. Use of the app is completely voluntary. Workers who do not download or use the Mobile App should contact Companies directly to obtain schedules and communicate regarding scheduling needs and preferences.

Importantly, although the Platform facilitates communication between Companies and Workers, Shift4 is not a direct party to the employment or contract work relationship between Companies and Workers. If you use the Platform as an employer, you acknowledge and agree that you are solely responsible for compliance with all applicable labor, employment, tax and other laws; for employee engagement, discharge, discipline, supervision and control, and for setting conditions of employment (including, without limitation, compensation, benefits and hours) and control personnel records (including, without limitation, payroll, insurance, and taxes) with respect to any Workers you communicate with or schedule through the Platform.

Whether you use the Platform as a Company or Worker, you agree and affirm that there is no joint employment, agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between you and Shift4, or between Shift4 and any other employer or worker utilizing the Platform. If any employment or contract work relationship is created between a Company and a Worker, the Company is responsible for compliance with all applicable labor, employment, tax and other laws.

5. Service Fees

You may download and use the mobile application for the fees specified in the applicable authorized mobile application store (if any). You agree and understand that your use of the Platform may incur mobile device carrier's rates and fees, such as text messaging and data charges, which are your own responsibility. Certain features of the Platform may be made available to Companies and/or Workers for a fee or other charge. Fees that we may charge for any part of the Platform, if any, are in our sole discretion. If you elect to use any paid features of the Platform, you agree to the pricing and payment terms indicated associated with those Services as we may update them from time to time. All fees paid are non-refundable.

We reserve complete discretion with respect to the operation of the Platform, and the right to change terms and warranties without notice. We also reserve the right to withdraw, suspend, or discontinue any functionality or feature of the Platform at any time.

Shift4 may make promotional offers with different features and different rates for products and services offered through the Platform. These promotional offers, unless offered directly to you and accepted by you, shall have no bearing whatsoever on your offer or contract.

You are responsible for downloading the correct version of the mobile application for your device and for verifying the compatibility of the mobile application with your device.

6. Prohibited Uses

You may use the Platform only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Platform to:

- a. alter or modify any part of the Platform, or make any electronic reproduction, adaptation, distribution, performance, or display of the Platform or related materials, other than as reasonably necessary solely to use the Platform for its intended purpose;
- b. reverse engineer or access the Platform in order to develop a competitive product or service or develop a product or service using similar ideas, functionality, or content as that embodied in the Platform;
- c. sell, rent, lease, transfer, distribute, broadcast, display, provide or otherwise assign to any third party any rights to any part of the Platform, or related materials;
- d. remove or modify any proprietary notice or labels associated with any part of the Platform, or related materials, including author attribution and copyright notices, or use any of Shift4's trademarks without its permission;
- e. use the Platform for any non-authorized commercial purpose or any illegal purpose, including without limitation for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way or to victimize, harass, degrade, or intimidate an individual or group of individuals for any reason or to solicit or offer services for illegal activities;
- f. copy, mirror, modify, erase, or damage any information contained on computer servers used or controlled (directly or indirectly) by Shift4 except as permitted by the intended features and functionality of the Platform;
- g. use any part of the Platform to violate any legal right of any third party, including any publicity or privacy right,

- copyright, or other intellectual property right, or to take any action that is harassing, libelous, defamatory, abusive, tortious, threatening, harmful, or otherwise objectionable, or use any data mining, robots, or similar data gathering and/or extraction tools in connection with any part of the Platform;
- h. access or use the Platform from any Internet service provider (ISP) account, access point, or network that you are not authorized to use;
 - i. access or use any password-protected, secure, or non-public areas of the Platform without Shift4's permission;
 - j. disclose or fail to protect the confidentiality of your account credentials, including your password;
 - k. impersonate or misrepresent your affiliation with any person or entity or access data through the Platform not intended for you
 - l. use automated means other than standard web browsers and the mobile application issued by Shift4 to access or use any part of the Platform, including scripts, bots, scrapers, data miners, or similar software, or display the Platform, or portions thereof, in things (e.g., framing, scraping, etc.), without Shift4's express permission;
 - m. attempt to or actually disrupt, impair, interfere with, alter, or modify any part of the Platform, or any information, data, or materials published and/or displayed by Shift4, except as permitted by the intended features and functionality of the Platform;
 - n. attempt to probe, scan, or test the vulnerability of any part of the Platform or breach any implemented security or authentication measures, regardless of your motives or intent;
 - o. attempt to interfere with or disrupt access to or use of any part of the Platform by any user, processor, host, or network, including, without limitation, by submitting a virus, worm, Trojan horse, or other malicious code; or
 - p. post any content to the Platform that: (i) includes any profane, obscene, defamatory, discriminatory, threatening, menacing, harassing, or violent content; (ii) depicts or suggests nudity or sexual acts; (iii) promotes hatred, including against members of a protected group under federal, state, or local law (such as, for example, a group defined by race, gender, or national origin); (iv) is objectively shocking or disgusting; (v) depicts or suggests presently occurring illegal activity; (vi) includes unlicensed proprietary content of a third party, including, e.g., third-party content protected by copyright or trademark for which you do not have a license; (vii) breaches any duty of confidentiality you may have to a third party (e.g., discloses private information about a third party without consent); or (viii) is contrary to the Agreement, including the provisions of the User Content section below and Shift4's other rules and policies.

Shift4 reserves the right to cancel an account, refuse user registration, or deny access to the Platform, in our sole discretion and for any reason, including any breach of the Agreement.

7. User Content

Some areas of the Platform allow users to post or provide content such as profile information, images, comments, questions, and other content or information ("User Content"). The User Content you create remains yours; however, by providing or sharing User Content through the Platform, you agree that others may view, edit, and/or share your User Content in accordance with your settings and this Agreement.

You agree not to post User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit minors in any way; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, obscene, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; (viii) contains any information or content that you know is not correct and current or (ix) violates any Company policy or other applicable policy.

You agree not to post User Content that would violate any third-party rights of any kind, including without limitation any Intellectual Property Rights, rights of privacy or other rights of Shift4 or any third party. For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

Shift4 reserves the right, but is not obligated, to remove any User Content that is posted or shared via the Platform, including (but not limited to) any User Content which Shift4 believes, in its sole discretion, violates any of the provisions above.

By posting or otherwise making available any User Content on or through the Platform, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to Shift4 a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content and

your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Platform and Shift4's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Platform (and derivative works thereof) in any media formats and through any media channels.

In addition to the foregoing, if you are a Company, as between you and Shift4 you are solely responsible for any and all User Content you provide and/or cause to be provided to the Platform, and the consequences of providing, posting or transmitting such User Content, including responsibility for compliance with breach notification laws. You agree that you will not use the Platform to collect, store, or process bank account information, credit or debit card information, social security numbers, driver's license numbers, or health or medical information, nor will you direct your employees to provide such information to Shift4.

Shift4 takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts, sends, or otherwise makes available through the Platform. You shall be solely responsible for your User Content and the consequences of posting, publishing it, sharing it, or otherwise making it available on the Platform, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and acknowledge that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that Shift4 shall not be liable for any damages you allege to incur as a result of or relating to any User Content. Shift4 makes no guarantees whatsoever as to the completeness, timeliness, correctness, or accuracy of the materials or data available through the Platform, including but not limited to User Content. If you believe any portion of the Platform includes an error or inaccuracy, please notify us. Shift4 reserves the right to correct any errors, inaccuracies, or omissions and to change or update information on the Platform, including User Content, at any time without prior notice.

8. Ownership of Intellectual Property

Except for your User Content, the Platform and all content and materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, and music, and User Content belonging to other Users (the "Shift4 Content"), and all Intellectual Property Rights related thereto, are owned by Shift4, its licensors (including other Users who post User Content to the Platform), or other providers of such material. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Shift4 Content. Use of the Shift4 Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

You may choose to, or we may invite you to, submit comments or ideas about the Platform, including without limitation about how to improve the Platform or our services ("Feedback"). By submitting any Feedback, you grant us a world-wide, sublicenseable, irrevocable, fully-paid-up right to fully exploit such Feedback.

9. Intellectual Property Infringement

We may remove material that appears in our sole discretion to infringe upon the intellectual property rights of others. If you believe a work protected by a U.S. copyright you own has been posted on the Platform without authorization, you may notify us, and provide the following information:

- a. a physical or electronic signature of the person authorized to act on behalf of the copyright owner;
- b. identification of the copyrighted work or works claimed to have been infringed;
- c. a detailed description of the material you claim is infringing, together with information sufficient to enable us to locate it, including the URL or other description of where the infringing material appears;
- d. your name, mailing address, telephone number and e-mail address;
- e. a statement by you that you believe in good faith that the copyrighted material identified is being used in a manner that is not authorized by the copyright owner, its agent or the law; and
- f. a statement by you that the above information is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of the copyright allegedly infringed.

To notify Shift4 of a claimed copyright infringement, please contact:

Shift4 Payments, LLC ATTN:

Legal Department
3501 Corporate Parkway
Center Valley, PA 18034
legal@shift4.com

10. Consent to Electronic Communications

You consent to receive electronic communications from us as described in our Privacy Policy. Please read our Privacy Policy to learn about your choices regarding our electronic communications practices. We may send notices, agreements, disclosures, or other communications to you electronically.

11. **Third Parties and Third Party Properties**

The Platform may refer you to a third party (including, for example, another user) ("Third Party") that is not controlled or owned by Shift4. Shift4 does not have control over the quality, timing, legality, failure to provide, or any other aspect whatsoever of any content or services provided by Third Parties, nor of the integrity, responsibility or any of the actions or omissions whatsoever of any Third Parties. Shift4 makes no representations about the Third Parties identified through the Platform, whether in public, private, or offline interactions. Shift4 cannot confirm that each Third Party is who s/he claims to be. When interacting with Third Parties, you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other persons whom you do not know. **NEITHER SHIFT4 NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY THIRD PARTY, INCLUDING ANY OTHER USERS OF THE PLATFORM.**

The Platform may refer you to physical venues, geographical sites, websites on the Internet, and/or products or services that are owned, under the control of, or maintained by a third party (including, for example, another user) ("Third Party Properties"). Unless expressly stated to the contrary, such references do not constitute an affiliation with or endorsement by Shift4 of any such Third Party Properties. You acknowledge that Shift4 is providing any references to such Third Party Properties to you solely as a convenience to you, and you agree that Shift4 is not responsible for any injury, harm, damages, or negative experience you may encounter by accessing, visiting, or using such Third Party Properties. Shift4 does not endorse or make any representations about any Third Party Properties. If you access, visit, or use any Third Party Properties referred to through the Platform, you do so at your own risk.

12. **No Professional Advice**

If the Platform provides professional information (for example, medical, legal, or financial), such information is for informational purposes only and should not be construed as professional advice. No action should be taken based upon any information contained in the Platform. You should seek independent professional advice from a person who is licensed and/or qualified in the applicable area.

13. **Vendors and Contractors**

Shift4 may use vendors, contractors or other third-party service providers to help provide the Platform to you, and we may change our use of such vendors and contractors at our sole discretion and without notice to you provided that any such change is otherwise in compliance with the law.

14. **Availability of the Platform**

It is not possible to operate the Platform with 100% guaranteed uptime. Shift4 will make reasonable efforts to keep the Platform operational. However, certain technical difficulties, routine site and software maintenance and upgrades, and other events may, from time to time, result in interruptions to or outages of the Platform. In addition, Shift4 reserves the right at any time, and from time to time, to modify or discontinue (on a temporary or permanent basis) certain functions or features of the Platform, with or without notice.

You agree that Shift4 shall not be liable to you or to any third party for any direct or indirect consequence of any modification, suspension, discontinuance of, or interruption to the Platform.

15. **Disclaimer of Warranties**

THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE PLATFORM IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS

FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SHIFT4 OR THROUGH THE PLATFORM WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, SHIFT4, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS; THAT THE PLATFORM WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR

THAT THE PLATFORM IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PLATFORM IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE PLATFORM.

SHIFT4 MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY MATTERS, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE EMPLOYABILITY OR SUITABILITY OF ANY INDIVIDUAL USING THE PLATFORM, OR WITH RESPECT TO LEGAL COMPLIANCE (INCLUDING BUT NOT LIMITED TO WAGE AND HOUR COMPLIANCE), OR TAX COMPLIANCE; AND DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT THERETO. SHIFT4 MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING AND HAS NO RESPONSIBILITY OR LIABILITY FOR ANY SERVICES PROVIDED BY WORKERS TO COMPANIES.

SHIFT4 DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE PLATFORM OR ANY HYPERLINKED WEBSITE OR PLATFORM, AND SHIFT4 WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR PLATFORMS.

UNITED STATES FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION. THE DISCLAIMERS AND EXCLUSIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

16. Release and Limitation of Liability

IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE OTHER USERS OF THE PLATFORM, YOU RELEASE SHIFT4 (AND OUR OFFICERS, DIRECTORS, AGENTS, INVESTORS, SUBSIDIARIES, AND EMPLOYEES) FROM ANY AND ALL CLAIMS, DEMANDS, OR DAMAGES (ACTUAL OR CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN,

SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTE.

NOTWITHSTANDING ANY VALUE ATTRIBUTED TO SUCH DATA BY YOU OR ANY THIRD PARTY, YOU UNDERSTAND AND AGREE THAT UNLESS OTHERWISE REQUIRED BY LAW, ANY DATA, INCLUDING ACCOUNT HISTORY AND USER CONTENT RESIDING ON OUR SERVERS, MAY BE DELETED, ALTERED, MOVED OR TRANSFERRED AT ANY TIME FOR ANY REASON IN OUR SOLE DISCRETION, WITH OR WITHOUT NOTICE AND WITH NO LIABILITY OF ANY KIND. SHIFT4 DOES NOT PROVIDE OR GUARANTEE, AND EXPRESSLY DISCLAIMS, ANY VALUE, CASH OR OTHERWISE, ATTRIBUTED TO ANY DATA RESIDING ON OUR SERVERS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL SHIFT4 OR ANY OF ITS AFFILIATES OR SUPPLIERS (INCLUDING ANY OF ITS OR THEIR PARTNERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS, OR ASSIGNEES) BE LIABLE TO YOU (INCLUDING ANY OF YOUR PARTNERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS, OR ASSIGNEES) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, EQUITY, INTENDED CONDUCT, TORT, OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, AND STRICT LIABILITY IN TORT), NOR FOR DAMAGES ARISING FROM DELAY, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO DATA, INTERRUPTION IN USE OR AVAILABILITY OF DATA, LOSS OF USE OF MONEY OR USE OF PRODUCTS, LOST PROFITS, REVENUE OR SAVINGS (ACTUAL OR ANTICIPATED), OR OTHER ECONOMIC LOSS ENSUING FROM OR IN CONNECTION WITH (A) THE PLATFORM; OR (B) ANY PRODUCTS AND SERVICES OFFERED THROUGH THE PLATFORM, OR ANY PORTION THEREOF, EVEN IF SHIFT4 OR ANY OF ITS AFFILIATES OR SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

DESPITE THE FOREGOING LIMITATION OF LIABILITY FOR DAMAGES, IF A COURT OR OTHER TRIBUNAL OF COMPETENT JURISDICTION DECIDES TO AWARD MONETARY DAMAGES TO YOU FOR ANY CLAIM OR CAUSE OF ACTION ARISING FROM THE SAME, THE AMOUNT OF MONETARY DAMAGES FOR SUCH CLAIM OR CAUSE OF

ACTION SHALL BE NO GREATER THAN THE GREATER OF: (A) THE AMOUNT YOU PAID TO SHIFT4 FOR PRODUCTS AND SERVICES IN THE LAST 12 MONTHS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

17. Indemnity

You agree to defend, indemnify and hold harmless Shift4 and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the PLATFORM, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) User Content or any content that is submitted via your account including without limitation misleading, false, or inaccurate information; (vi) your gross negligence or willful misconduct; or (vii) any other party's access and use of the Service (or access and use of any third-party service via the Service) with your unique username, password or other appropriate security code.

If you use the Platform as an employer and if any agency or court determines in the future for any reason that there is joint employment between you and Shift4 with respect to your Worker(s), you agree to indemnify, defend and hold Shift4 harmless for any demands, claims, charges, suits or any kind of joint liability based on such joint employer status, including increased costs, liabilities, expenses, attorneys' fees or damages that result to Shift4 that are attributable to such a joint employer determination. In addition to the foregoing, you will likewise indemnify, defend, and hold Shift4 harmless for any demands, claims, charges, suits or any kind of joint liability with respect to your Workers concerning any claim brought under any federal, state, or local statute, law, regulation, or ordinance.

18. Cancellation and Termination

You may cancel your account at any time by clicking "Cancel Workforce" through the Labor Settings section of the Platform. Upon cancellation, historic data relating to scheduling activities on worker accounts will be retained and made available to Workers for a minimum of 90 days (unless such records are deleted by your Company). After such period, you will no longer have access to your User Content or other account information after cancellation.

Shift4 may retain User Content after cancellation, unless and until we receive a deletion request from the data subject governed by the data. We may not be able to delete information that has been shared with other users. If you are an employer and wish to cancel your account, we may retain the User Content of employees, Workers, or other users associated with your account so that such users may continue to use the Platform.

Shift4 may, in its sole discretion and without prior notice, suspend or terminate your access to or use of the Platform or any part of the Platform at any time and for any reason, with or without cause. You agree that any violation by you of the Agreement will constitute an unlawful and unfair business practice that will cause irreparable harm to Shift4 for which monetary damages would be inadequate. You consent to Shift4's obtaining any injunctive or equitable relief that Shift4 deems necessary or appropriate in such circumstances, without the need for a bond. These remedies are in addition to any other remedies Shift4 may have at law or in equity.

19. General

Access to and use of the Platform are unauthorized in any jurisdiction that does not give effect to all provisions of the Agreement. You may not use any portion of the Platform in violation of applicable import and export laws and regulations. Any action related to the Agreement will be governed by the laws of the state of Pennsylvania and the United States without regard to the choice or conflicts of law provisions of any jurisdiction.

Shift4 intends to resolve any and all disputes that may arise between it and its users in a cost-effective and non disruptive manner, preferably without the time and expense of formal dispute resolution procedures. Toward this end, you agree to the

following dispute resolution procedure.

If you are unable to resolve any dispute in the ordinary course of business, you shall send a written notice to Shift4 in which you outline the issues in dispute, enclose any relevant documents, and state the requested relief. Shift4 shall respond within ten (10) business days with identical information from its perspective. You and a representative of Shift4 shall meet or communicate electronically within ten (10) business days of the delivery of the response, and as often as you and Shift4 mutually deem necessary or desirable thereafter, in an attempt to resolve the dispute.

If, within sixty (60) days of the first communication, you and Shift4 fail to resolve the dispute, either party may submit the dispute to binding arbitration. Any unresolved dispute, controversy or claim arising out of or relating to this contract, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules. The Tribunal will consist of one arbitrator. The place of arbitration will be Philadelphia, Pennsylvania or teleconference. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Notwithstanding the foregoing, this section shall not limit the right of any party to obtain provisional or equitable remedies, including injunctive relief, attachment or the appointment of a receiver, from a court of competent jurisdiction, whether before, after, or during the pendency of any dispute resolution process, arbitration, or other proceeding. The exercise of any such remedy will not waive the right of any party to compel arbitration. You agree that you will not bring or be a party to any class-action lawsuit against Shift4.

In the event Shift4's performance of this Agreement, or any obligation hereunder, is prevented, restricted, or interfered with by reason of acts of God or of the public enemy, acts of the Government in its sovereign capacity, fires, floods, epidemic, strikes, picketing or boycotts, or any other circumstances caused by natural occurrences or third party actions beyond the reasonable control and without the fault or negligence of Shift4, Shift4 shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference.

If any part of the Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

No failure or delay in enforcing any provision, exercising any option, or requiring performance, shall be construed to be a waiver of that or any other right in connection with the Agreement.

You may not assign, by operation of law or otherwise, any rights or delegate any duties under the Agreement to any third party without prior written consent by Shift4. Any purported assignment lacking such consent will be void at its inception. Shift4 may assign all or part of its rights and/or delegate all or part of its duties under the Agreement to any party, at any time, and in its sole discretion, upon notice of assignment and other compliance with the law.