

WORCKET CORP.
TERMS AND CONDITIONS OF USE

THESE TERMS AND CONDITIONS OF SERVICE CONTAIN AN ARBITRATION CLAUSE, A WAIVER OF RIGHT TO A JURY TRIAL, AND A CLASS ACTION WAIVER. IT AFFECTS HOW DISPUTES WITH WORCKET ARE RESOLVED. BY ACCEPTING THESE TERMS OF SERVICE, YOU AGREE TO BE BOUND BY SUCH PROVISIONS. PLEASE READ THEM CAREFULLY.

PART 1. YOUR AGREEMENT; DEFINING THE SERVICES AND HOW THEY WORK

1.1 **Agreement.** These terms and conditions (“**Terms**”) are a legal agreement between you and Worcket Corp, a Delaware corporation (“**Worcket**”, “**us**” or “**we**”). Any person who uses Worcket.com website (the “**Site**”) or any associated mobile applications (the “**Apps**”) and the Site are sometimes referred to herein together as the “**Site**”) is a “**User**” and agrees to these Terms governing his or her use of the services offered via the Site (the “**Services**”). With respect to their use of the Services, Users intending to find an Opportunity (as defined below) are referred to herein as “**Candidates**” and Users intending to hire Candidates for internships are referred to as “**Hirers**”.

1.2 **Definitions.** Definitions for capitalized terms not otherwise defined in the text below are set forth in the last section of these Terms.

1.3 **Description of the Services.** Worcket.com is an online platform built to serve as a forum to facilitate interactions and engagements between supply- and demand-side participants in the marketplace for university-student internships and part- and full-time entry-level job opportunities (all of the foregoing defined herein as, “**Opportunities**”). All services offered by Worcket in connection with the Site shall be referred to herein as the “**Services**”. Without limitation and whether or not the Services are fully or partially provided on a free-of-charge, subscription or other pay-for-use basis, the Services include: the hosting of candidate profiles; the hosting of employer, recruiter and/or hiring manager profiles; the publication of Opportunities; User searches of our Candidate and Opportunities database; the hosting of videos promoting Opportunities; the hosting of any informative, instructional or educational videos regarding Opportunities and/or university life; and any additional services available to persons such as hiring managers, recruiters, talent managers and employers (or similar persons offering employment) in connection with the Hiring Process (such services being “**Premium Talent Management Services**”).

1.4 **The Worcket Hiring Process: Matching Candidates with Hirers.** The Worcket hiring process is based on searches of Worcket’s Candidate and Opportunities database, with each search composed of the following three stages, which together make up (the “**Hiring Process**”):

(a) In the “**Initial Search Stage**,” Candidates and Hirers can use Worcket’s proprietary technology to search for potential Opportunities or Candidates (respectively) by

indicating their preferred criteria from among the “**Core Information**”. Searches run iteratively over the search period and yield results list composed of Candidates or Opportunities (as relevant) based on the User’s search criteria. Candidates’ Personal Information displayed in initial searches will include only a Candidate’s Core Information.

b) The “**Communication Stage**” begins with the User’s review of the results list provided by his or her search. Upon encountering an Opportunity or Candidate regarding which the User would like more information, the User may indicate his or her interest by clicking the “like” icon. If a Hirer and Candidate indicate that each one “likes” the other’s profile, “**Specific Information**” regarding the Candidate and Opportunity, as relevant, will be made available to each User.

(c) In the “**Interview**” stage, Candidates and Hirers can interact directly to make arrangements for interviews regarding Opportunities until such time as a Candidate accepts a final offer and the Hiring Process concludes. Hirers and Candidates agree to notify Worcket as soon as they have accepted an Opportunity or hired a Candidate (as relevant).

“**Core Information**” means the following:

For Candidates: Information such as the following, all of which is anonymous with the exception of any personal video posted by the Candidate:

- Your high school or university GPA [within a specified range of GPAs]
- Your university or employment affiliation
- The general location of your residence [within a 25 mile radius]
- Your major and minor (if any) fields of study and/or your current employer
- Your career interests and employers that interest you
- Your profession, trade or area of specialization
- The university, college or school that you attend or attended
- Whether you are interested in part-time, full-time, permanent, temporary or internship Opportunities
- Whether you will consider paid internships only or both paid and unpaid internships

For Opportunities:

- The type of industry that the Opportunity involves
- Whether the Opportunity is part-time, full-time, permanent, temporary or an internship
- Pay range for the Opportunity
- Minimum Candidate requirements or characteristics for the Opportunity
- Desired qualifications for the Opportunity
- Tasks associated with the Opportunity

“**Personal Information**” means a Candidate’s Core Information and Specific Information.

“Specific Information” means:

For Candidates:

- Your name and profile, including your resume, photograph and any biographical information you choose to include such as your hobbies or past internships, etc.
- Your Core Information in connection with your full Worcket profile
- Any rankings, commentaries or reviews provided by previous Hirers regarding your past internships that you elect to be available for review of future Hirers
- Any company profiles or published Opportunities in which you have expressed an interest
- Ownership of or access to vehicle

For Opportunities:

- The name of the employer and location(s) of the Opportunity
- Specific details regarding the tasks and responsibilities related with the Opportunity not included in part of the Core Information
- Major and final fields of study
- University GPA ranges required
- Any item that may constitute Sensitive Hiring Information deemed lawful and appropriate for use in connection with the Opportunity by the Employer.
- Any university or high school classification as freshman, sophomore, junior or senior. Note that if a Hirer indicates that a certain classification (e.g., freshman or junior) or student status is desirable, that Hirer represents that the Candidate’s status as a student is (a) a Relevant Factor Other than Age with respect to the Opportunity as that term is defined in Section 29 C.F.R. § 1625.7 and/or *Smith v. City of Jackson*, 544 U.S. 228 (2005) and *Meacham v. Knolls Atomic Power Lab.*, 554 U.S. 84 (2008) or (b) is otherwise a lawful consideration with respect to the Opportunity and not a violation of the U.S. Age Discrimination in Employment Act of 1967.

1.5 Communication with Users during the Hiring Process:

(a) ***For Candidates:*** Worcket’s matching candidate lists are produced exclusively based on the selection criteria submitted by Hirers and the Core Information submitted by Candidates. Worcket’s personnel will not intervene in any process to include you or any given candidate on a matching candidate list. Worcket cannot discuss any ongoing or past search processes with Candidates and any communication between Worcket personnel and Candidates will be limited to matters involving the proper set up of a Worcket Account profile and on the Hiring Process in general.

(b) ***For Hirer’s:*** Worcket personnel will be reasonably available to discuss the Hiring Process in general and to assist Hirers in refining any search criteria if the Hirer has comments or complaints regarding the matching list search results. In contrast, Worcket will not discuss any Candidate in particular or render any verbal or written opinion regarding the qualifications or desirability of any Candidate.

1.6 Services Offered to Candidates. Candidate Profile Hosting & Personal

Information. The following paragraphs apply to use of the Services by Candidates:

(a) ***Candidate Profile Hosting.*** Candidate profile hosting and all Services offered to Candidates are free of Charge. Candidate profiles become eligible for and subject to Initial Searches and the Worcket Hiring Process once your Candidate profile is complete with the minimum informational requirements for the Hiring Process as specified on the Site. Unless you indicate upon sign-up or upon changing your Worcket Account settings that your profile shall not be publicly available for browsing, at a minimum your Core Information may be viewable for browsing by other Users. Additionally, you may select or decline to submit certain Specific Personal Information (but only if permitted by the functionality of the Site) you wish not to be viewable by persons without your permission.

(b) ***Candidate Eligibility:*** To use the Services and open a Worcket Account and profile, you agree that you: (1) are at least 14 years of age (unless the laws of your relevant state or jurisdiction mandate a higher age, in which case you represent that you have the minimum relevant age) and that (i) you are an emancipated minor or have consent from your parent or legal guardians to use the Site and (ii) that you are fully able and competent to enter into this Agreement; (2) will only have one Worcket account and profile; and (3) will use only a legal name and birth date in connection with the account.

(c) ***Candidate Personal Information:*** You agree and represent that all of your Personal Information (as defined below) is provided only on a voluntary basis, including with respect to the minimum information necessary to set up a Candidate profile and for inclusion in the Initial Search stage of any Hiring Process. You acknowledge that a minimum quantity of information is necessary for Worcket Initial Searches to function properly and that your profile may not appear in the results list for an Initial Search if you omit information used in the Hirer's Search Criteria.

(d) ***Hirer Responsible for Its Own Conduct. Worcket is not Employer & Does not Guarantee Employment.*** As a Candidate, you agree and acknowledge that Worcket does not employ Candidates and shall not be construed under any circumstances to be your employer or an agent or representative of any Hirer. You also agree and acknowledge that Hirers, not Worcket, are responsible for the communications they send you and for their own conduct throughout the Hiring Process and in any interview process during the Interview Stage. Worcket cannot and does not guarantee that a Hirer will select you for an Opportunity.

(e) ***Employer's Compliance with Employment and Tax Law & Resolving any Issues with Your Internship.*** Worcket does not represent or warrant that the terms and conditions of employment offered in connection with any Opportunity comply with the employment or tax laws of the United States or of any State in which a Candidate resides or is employed. Further, as Worcket is an independent service provider to Candidates and Hirers, Worcket cannot intermediate (except as explained above in connection with the Hiring Process) between you or assist you in negotiating the terms of any pending, future or ongoing relationship or, in resolving any disagreement or dispute between you and a Hirer.

1.8 **Services Offered to Hirers**

(a) **Hirer Profile Hosting, Publications & Advertisements.** Hirers may post employer profiles, engage in the Hiring Process, and publish or advertise current or future Opportunities at a given company.

(b) **Payment & Pricing.** Payment and pricing terms in connection with the different Services (the “**Payment Terms**”) offered to Hirers, including Premium Talent Management Services are set forth on the “**Pricing**” page on the Site and/or the App. During the registration process, Hirers are required to authorize Worcket to make charges to a major credit card (the relevant information of which shall be stored electronically by Worcket) in accordance with the Payment Terms page. From time to time, Worcket may make changes to the Payment Terms. Upon making such changes, to notify Hirers of such changes, Worcket will send notices to your email associated with your Worcket Account, post notices to the Site for a reasonable period of time, or notify you of such changes during the sign-in process.

(d) **Employment and Tax Law Compliance.** As a Hirer, you agree and acknowledge that Worcket has not advised you and will not advise you generally with respect to your federal or state employment obligations or specifically with respect to your obligations to any Candidate, including any Candidates that are minors. You also agree and acknowledge that Worcket does not make any statements, representations or warranties with respect to any Candidate or his or her qualifications and that any statement, review, or ranking of a Candidate submitted by a Hirer is solely the statement of that Hirer. If a Hirer indicates that a certain classification or student status is desirable, that Hirer represents and warrants that the classification or status is (a) a Relevant Factor Other than Age with respect to the Opportunity as that term is defined in Section 29 C.F.R. § 1625.7 and/or *Smith v. City of Jackson*, 544 U.S. 228 (2005) and *Meacham v. Knolls Atomic Power Lab.*, 554 U.S. 84 (2008) or (b) is otherwise a lawful consideration with respect to the Opportunity and not a violation of the U.S. Age Discrimination in Employment Act of 1967.

PART 2. RULES REGARDING ACCOUNT REGISTRATION AND YOUR USE

2.1 **Account Registration.** You may access certain features of the Site and Apps without registering to become a Member. However, to access any Hiring Process, to utilize certain browsing functions of the Site or App, and to be eligible for Opportunities and post or respond to any Content, you will be required to create an account for use of the Site (a “**Worcket Account**”). Following your selection of a password and screen name (“**User ID**”) we will open your Worcket Account. You shall provide Worcket with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of these Terms and may result in immediate termination of your Worcket.com account and profile. You shall not select or use as a User ID (i) the name of another person with the intent to impersonate that person; (ii) a name subject to another person’s property rights without appropriate authorization; or (iii) a name that is otherwise offensive, vulgar or obscene. Worcket reserves the right to refuse registration of, or cancel, a User ID at its sole discretion. You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your Worcket.com password. Upon becoming aware of any unauthorized use of your account

or of any other account-related security breach, you shall immediately notify Worcket in writing. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. Worcket reserves the right to suspend or terminate your Worcket Account and your access to the Site, Application and Services if you create more than one Worcket Account or if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete. You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any and all activities or actions under your Worcket.com Account, whether or not you have authorized such activities or actions. You will immediately notify Worcket of any unauthorized use of your Worcket.com Account..

2.2 Termination. We reserve the unilateral right to deny Service to Users who violate these Terms and to suspend or cancel their User IDs without notice.

2.3 User Conduct. You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of the Site, Services, Application and Content. You agree to take reasonable precautions in all communications and interactions with other Users of the Site, Application or Services and with other Persons with whom you have communicated or interacted as a result of your use of the Site, Application or Services, including but not limited to all Users of Worcket.com, particularly if you decide to meet offline or in person, regardless of whether such meetings are organized through Worcket.com or the Apps. In connection with your use of the Site, Apps and Services, you agree that you will not:

(a) Violate any local, state, provincial, national, or other law or regulation, including without limitation any laws prohibiting the transport of a Controlled Substance (the definition of which may vary by country), or any order of a court, including, without limitation, import and tax regulations;

(b) Use manual or automated software, devices, scripts robots, other means or processes to access, “scrape,” “crawl” or “spider” the Site or Content;

(c) Use the Site, Apps or Services for any commercial or other purposes not expressly permitted by these Terms;

(d) Copy, store or otherwise access any information or Content contained on the Site or Apps for purposes not expressly permitted by these Terms;;

(e) Use our Site, Apps or any Content to infringe the rights of any person or entity including without limitation their intellectual property, privacy, publicity or contractual rights;

(f) Interfere with or damage our Site, Apps or Services, including without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;

(g) Use our Site, Apps or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation,

photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;

(h) Use our Site or Apps in connection with the distribution of unsolicited commercial email ("spam") or advertisements unrelated to our Services;

(i) "Stalk" harass any other user of our Site, Apps or Services or collect or store any personally identifiable information about another User for any purpose other than engaging the User in an Worcket.com Transaction;

(j) Register for more than one Worcket.com Account or register for an Worcket.com Account on behalf of an individual other than you;

(k) Contact a User for any purpose unrelated to a Transaction or the User's use of the Site, Apps and Services;

(l) When acting as a User or otherwise, recruit or otherwise solicit any User to join third party services or websites that are competitive to Worcket.com without Worcket's prior written approval;

(m) Impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;

(n) Use automated scripts to collect information or otherwise interact with the Site, Apps or Services;

(o) Circumvent the obligation to pay any Fees related to Worcket's provision of the Services by using the Site, Application or Services to communicate with a Member or User and negotiate or attempt to negotiate the sale or purchase of a Product by any means other than through the Site, Application or Services;

(p) Post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;

(q) Systematically retrieve data or other content from our Site, Application or Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;

(r) Use, display, mirror or frame the Services, Apps, Site or any individual element within the Site including Worcket's name, any Worcket's trademarks, logos or other proprietary information, or the layout and design of any page or form contained on the Site without Worcket's express written consent;

(s) Access, tamper with or use non-public areas of the Site, Apps, Worcket's computer systems or the technical delivery systems of Worcket's providers;

(t) Attempt to probe, scan or test the vulnerability of any Worcket system or network or breach any security or authentication measures;

(u) Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Worcket or any of Worcket's providers or any other third party (including another user) to protect the Site, Services, Application or Collective Content;

(v) Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services, Application or Collective Content to send altered, deceptive or false source-identifying information;

(w) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services, Apps or Collective Content; or

(x) Advocate, encourage or assist any third party in doing any of the foregoing.

2.4. **Privacy Policy.** You agree that Worcket's *Privacy Policy* as may be updated from time to time) governs our collection and use of your personal information.

PART 3. DISCLAIMERS AND LIMITATIONS ON OUR LIABILITY. YOUR RELEASE OF CLAIMS.

3.1 **GENERAL DISCLAIMERS & DISCLAIMERS OF WARRANTY.** If you choose to use the Site, Apps and Services, you do so at your sole risk. You acknowledge and agree that Worcket does not have an obligation to conduct background checks on any user. No advice or information, whether oral or written, obtained from Worcket, displayed on or communicated through the Site, Apps or Services will create any warranty not expressly made herein. You are solely responsible for all of your communications and interactions with any and all persons performed through the Site, Apps and Services. You understand that Worcket does not make any attempt to verify the User's statements or other Content posted on the Site. Worcket makes no representation or warranties regarding the compatibility of the User's intended use of the Site or Services with the actual use given to the Site by other Users.

3.2 **NO WARRANTIES.** Worcket is not a party to any Hiring Process. Worcket makes no warranty that the Site, the Apps, Content or the Services will be suitable for your particular use or requirements or be available on an uninterrupted, secure, or error-free basis. Further, Worcket does not guarantee the Services or make any implied or express warranty with respect to the Services. Worcket hereby disclaims the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Moreover, Worcket.com makes no warranty regarding the quality, timeliness, truthfulness, completeness, reliability or veracity of any Content displayed on or obtained through the Site or Services.

3.3 **LIMITATION OF LIABILITY.** To the maximum extent permitted by law, you accept all risk related to your use of the Site, Application and Services. Neither Worcket nor any party involved in creating, producing or delivering the Site,

Application or Services will be liable for any incidental, special, exemplary or consequential damages, including loss of data, loss of goodwill, service interruption, computer damage or system failure, the costs of substitute products or services, damages for personal or bodily injury or emotional distress associated with use of the Site, Application or services or in any way in connection with these Terms, damages for your inability to communicate or interact with Users with whom you interact through the Site, or for any damages for which you are held liable in connection with a Hiring Process, any internship obtained through the Site or your use of the Site, Apps or Services in any form, whether such damages are based on warranty, contract, tort (including gross negligence), agency or any other legal theory irrespective of whether Worcket had been informed of the possibility of the damages), even if a limited remedy set forth herein is found to have failed its essential purpose. Your exclusive remedy against Worcket under these Terms and for any damage in any way connected to your Use of the Site or Services is to discontinue your use of the Site. You hereby waive and release any and all statutory, equitable or common law remedies for monetary damages you may have in connection with any damage related to these Terms, the Site, the Application or the Services. All limitations on liability in these Terms are fundamental bases of the bargain between you and Worcket.

3.4 Release of Worcket from Claims between Users. If you have a dispute with one or more Users, whether related to an Opportunity or Hiring Process or not, to the extent permissible by law, you release us, our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents, from all claims, demands and damages of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In releasing us you are expressly waiving any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims that you know or suspect to exist in your favor at the time of agreeing to this release.

3.5 Indemnification. To the extent permissible by law, you agree—even in connection with *Worcket's own negligence*—to release, indemnify, and hold harmless Worcket and its parents, subsidiaries and affiliates, and their officers, directors, employees and agents, from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (a) your access to or use of the Site, Application, Content or Services or your violation of these Terms; (b) your User Content; (c) your (i) interaction with any User, (ii) your posting of any video or advertisement or (iii) any Hiring Process. Hirers agree that this clause shall apply to any Hirer conduct (to the extent permissible under the law) in relation to the Site, the Apps or the Services found to be in violation of any federal or state law prohibiting certain types of discrimination in connection with the hiring of employees, including all laws enforced or regulated by the U.S. Equal Employment Opportunity Commission.

PART 4. GENERAL LEGAL TERMS. ARBITRATION CLAUSE.

4.1 **Entire Agreement.** These Terms constitute the entire and exclusive understanding and agreement between you and Worcket regarding the Site, Application Content and Services. These Terms supersede and replace any and all prior oral or written understandings or agreements between you and Worcket regarding the Site, Application, Content and Services and any Transactions.

4.2 **Assignment.** You may not assign or transfer these Terms, by operation of law or otherwise, without Worcket's prior written consent. Any attempt to assign or transfer these Terms without Worcket's consent shall be null and of no effect. Worcket may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

4.4 **Notices.** Any notice or other communication permitted or required hereunder, including those regarding modifications to these Terms, shall be in writing and given by Worcket (i) via email (in each case to the address that you provide) or (ii) by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which the notice is transmitted.

4.5 **No Waiver.** The failure of Worcket to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Worcket. Except as expressly set forth herein, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

4.6 **Controlling Law, Jurisdiction, Dispute Resolution & Arbitration.**

- a) These Terms will be interpreted in accordance with the laws of the State of Washington, without regard to its conflict-of-law provisions. You and Worcket agree that any and all disputes arising out of or related to your use of the Site, Content, Services, or Application or any policies or practices of Worcket.com shall be subject to final and binding arbitration in Seattle, Washington in accordance with Washington law and the rules of the Washington Arbitration & Mediation Services Arbitration Rules which are available at: <https://usamwa.files.wordpress.com/2013/06/2011-wams-arbitration-rules.pdf>. The losing party in any such arbitration shall pay the fees of the arbitrator and the prevailing party's attorney fees.
- b) **Exceptions to Dispute Resolution by Arbitration.** As exceptions to the above arbitration obligation, (a) each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights, and (b) the parties shall retain the right to seek relief in small claims courts for disputes or claims within the scope of their jurisdiction.

- c) **Waiver of Jury Trial.** You acknowledge and agree that you and Worcket are each waiving the right to a trial by jury.
- d) **Waiver of Class Action Suits.** You acknowledge and agree that you and Worcket waive any and all rights to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney-general action, or any other representative proceeding. Further, unless both you and Worcket otherwise agree in writing, no arbitrator or judge may consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. This Section will survive any termination of these Terms.

4.7 **Definitions.** The below words and phrases shall have the following meanings for purposes of these Terms:

“**App**” or **Application**” means any mobile internet application that Worcket makes available for interacting with the Site.

“**Collective Content**” means Member Content and Worcket.com Content.

“**Content**” means text, graphics, images, music, software (excluding the Application), audio, video, information or other materials.

“**Worcket Content**” means all Content that Worcket makes available through the Site, Application, or Services, including any Content licensed from a third party, but excluding Member Content.

“**Member**” means a person who obtains a User ID and completes Worcket.com's account registration process.

“**Member Content**” means all Content that a Member posts, uploads, publishes, submits or transmits to be made available through the Site, Application or Services.

“**Opportunity**” whether in plural or singular form refers to the university-student internships, and part- and full-time entry-level job opportunities made available through the Site or the Apps.

“**Sensitive Hiring Information**” means any information regarding date of birth, age, race or color, gender, sexual identity or orientation, family, marital or pregnancy status, national original, citizenship, religion, disabilities, arrests, convictions or criminal history, drug use or substance abuse history, credit scores or history, military experience or military discharge, financial status, height or weight, and any similar information which does not constitute a reasonable basis for discriminating between individuals in making hiring decisions as established by any state, local, or federal law.