



Workit – Terms of Service

PLEASE READ THESE TERMS CAREFULLY BEFORE USING WORKIT OR ANY OTHER SERVICE.

ANY DISPUTE BETWEEN YOU AND US MUST BE RESOLVED BY INDIVIDUAL BINDING ARBITRATION. PLEASE READ THE ARBITRATION PROVISION IN SECTION 20 OF THESE TERMS AS IT AFFECTS YOUR RIGHTS UNDER THESE TERMS.

1. Who We Are

We are United for Respect (“UFR”, “we”, “us” and “our”). We help workers in the retail sector connect by providing an online platform for information about retail companies.

2. Our Services

We provide our Services through the Internet, including via a mobile application and website (collectively, “WorkIt” or the “Services”). The Services include our parent site at www.United4Respect.org (the “WorkIt Site”) and our application for use on mobile devices (“WorkIt App”).

We provide an online, self-moderated platform. Each user may participate anonymously or as a registered user, as explained in Section 3. Once online, you can share your experiences with other users in a group setting or via direct messages. We are also developing an automated system to allow users to access information about workplace rules and policies.

We provide our Services for informational purposes only and subject to these Terms, specifically including the disclaimers in Section 22. You may not use the Services without reading and agreeing to all of these Terms.

3. Registered Users

On the WorkIt Site and in the WorkIt App, we refer to individuals as a “member”, “user”, “you” or “your”. More formally, we use the term “user” or “you” or “your” to mean any user of our Services, whether or not the user has registered with us. We use the term “registered user” to refer to anyone who has registered with us. You may register with our Services. You may not

register on behalf of another person. Any user who does not register with us is an “anonymous user”.

4. Your Agreement to Terms

These Terms of Service (“Terms”) govern your access to and use of our Services. By accessing or using the Services you agree to be bound by these Terms as if these Terms were signed by you in ink on a hard-copy agreement. You agree to these terms in their entirety and without modification. We may ask you to confirm that you agree to these terms, including by taking particular actions such as clicking a button labelled “I Agree.”

5. Content

Any information, text, graphics, photos or other materials uploaded, downloaded or appearing on our Services (other than Personal Information, as defined in Section 6) are collectively referred to as “Content”. When you provide Content to us (“your Content”), you warrant to us that you have all rights necessary to provide your Content to us.

In addition to your Content, some of the Content on the Services is owned by us (“UFR Content”), and by other people and entities (“Third Party Content”). You may use UFR Content and Third Party Content for your personal use while you are a user of the Services. With the exception of your Content, you

may not share any Content with any other person, Services or entity without the prior written permission of the owner of that Content (e.g., you would need to obtain the prior written permission of the third party that owns the Third Party Content prior to re-posting it to another website or sharing it with others).

We own the UFR Content and the Services. You may not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices in or accompanying the Services or any of the Content other than your Content. You may not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the Services or any Content other than your Content.

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person or organization that originates the Content. We do not monitor the Content posted via the Services. UFR will not be liable for any Content, including but not limited to any error or omission in any Content, or any loss or damage of any kind incurred arising out of the Content or any use of any Content.

Your use of or reliance on any Content or materials posted on the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy or

reliability of any Content or communication posted via the Services. We do not endorse any opinions expressed via the Services.

You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings or Content that have been mislabeled or are otherwise deceptive.

For any Content you provide to us, you grant UFR a nonexclusive, perpetual, irrevocable, worldwide, unlimited, assignable, sublicenseable, transferable, fully paid-up and royalty-free right and license to copy, prepare derivative works of, improve, distribute, publish, remove, retain, add, process, analyze, use or commercialize your Content in any form, format or process now known or hereafter discovered, via the Services or otherwise, including but not limited to any user-generated Content, ideas, concepts, techniques or data, without any further consent by you, and without any notice or compensation to you or to any third parties (“Content License”). Prior to providing us with your Content, you should retain a copy of your Content in a safe place accessible to you. As noted elsewhere in these Terms, the Content License does not apply to your Personal Information.

You are responsible for your use of the Services, for your Content and for the consequences of what you do.

6. Privacy

As noted in our Privacy Statement, and subject to applicable data protection, privacy and security laws and regulations, we provide the Services from within the United States, and we currently store all personally-identifiable information (“Personal Information”) of registered users that we collect and retain on servers inside the United States. If you are a user outside of the United States, and if you register with us, then you consent to our storing, processing and otherwise using your Personal Information in compliance with United States law, and not the law of any other country.

Each time you use our Services or submit Content or Personal Information to us, you confirm your consent to the collection, storage, processing and onward transfer of your Personal Information and any other Personal Information you submit, as further stated in the current version of these Terms and the current version of the Privacy Statement.

Please be aware, however, that any Personal Information or other data collected, stored or processed by a third party is subject to the privacy policy and agreement of that third party. We are not responsible for the privacy practices, security or other aspects or processes of any third party, except as expressly stated in the current version of these Terms and the current version of the Privacy Statement.

You understand that certain types of Content you submit to us might reveal your gender, ethnic origin, nationality, age, religion, sexual orientation or other Personal Information about you or others.

7. Miscellaneous and Additional Requirements

In order to access and use the Services, you must agree to these Terms in their entirety and without modification. You must also comply with the following conditions of use, as well as with any other conditions imposed by us at our discretion:

- Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, export control laws, tax laws and regulatory requirements.
- Provide accurate information to us and update it as necessary.
- Review and comply with our Privacy Statement (and these Terms, of course).
- Review and comply with notices sent by us concerning the Services.
- Do not act dishonestly, inappropriately or unprofessionally by posting inappropriate, inaccurate or objectionable Content.
- Do not reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property contained or embedded in or used to provide the Services or UFR Content, or any part thereof.

- Do not use software, devices, scripts, robots or other means or processes to access, “scrape,” “crawl” or “spider” any web pages or other part of the Services.
 - Do not use “bots” or other automated methods to add or download Personal Information, Content, or send or redirect messages or other permitted activities other than through WorkIt-sanctioned tools.
 - Do not override any security component included in or underlying the Services.
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8. Age Restriction

You must be at least 18 years old to use the Services. You warrant that you have the right, authority and capacity to enter into these Terms as a binding agreement.

If you are 17 years old or younger, you may not use the Services. Please instead ask your parent or guardian to open and operate an account with us.

If anyone under the age of 18 registers with us or provides any Content to us, that young person’s parent or guardian may contact us at one of the addresses listed below in the “Contact Us” section. We may request verification of identity. We will delete the young person’s account and delete any Content provided by the young person.

9. Reservation of Rights

We reserve all rights except as otherwise stated in these terms, including but not limited to the right at all times (but without obligation) to remove or refuse any Content on the Services, to suspend or terminate users and registered users and to reclaim user names without liability to you. We also reserve the right to access, read, preserve and disclose any Content, data or other information (including Personal Information) as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent or otherwise address fraud, security or technical issues, (iv) respond to user support requests or (v) protect the rights, property or safety of UFR, the Services, our users or the public.

10. Links to Third Parties

The Services, or from communications you receive from UFR or the Services, may contain links to third-party websites, social media or features. There may also be links to third-party websites, social media or features in images or comments within the Services. As noted elsewhere in these Terms, the Services include and contain Content that we do not control, maintain or endorse. Functionality on the Services may also permit interactions between the Services and a third-party website, social media or feature, including

applications that connect the Services or your profile on the Services with a third-party website, social media or feature. UFR does not control any of these third-party services or any of their Content. You expressly acknowledge and agree that UFR is not liable for any such third-party services or features.

11. Copyright Policy

UFR respects the intellectual property rights of others and expects users of our Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law (including the Digital Millennium Copyright Act or “DMCA” at 17 U.S.C. §512) and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please review the DMCA to ensure your compliance before you send us any request to remove allegedly-infringing Content (“takedown notice”). Each takedown notice must be in English and include the following information:

- Identification of the copyrighted work claimed to have been infringed.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to b/e disabled.

- Information reasonably sufficient to permit us to locate the material (e.g., a detailed uniform resource locator or “URL”).
- Your contact information, including your postal address, telephone number and an email address.
- A statement by you that you have a good faith belief that use of the Content or other material in the manner complained of is not authorized by the copyright owner/, its agent or the law.
- A statement that the information in the notice is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.
- A physical or electronic signature of the copyright owner or a person authorized to act on their behalf.

On our receipt of a takedown notice, we may publish the takedown notice, or provide a copy of the takedown notice to the user that uploaded or provided the Content accused to be infringing (“Accused Content”). For any takedown notice that is subject to the provisions of the DMCA, the original provider of the Accused Content may have the right to send a notice to us (“counter notice”) demanding that the Accused Content be restored to the Services.

In compliance with the DMCA or other applicable law, we may implement any takedown notice by removing the Accused Content or other material from public view on the Services, and we may implement any counter notice

by restoring the Accused Content or other material to public view on the Services.

Regardless of the DMCA or other applicable laws or regulations, we reserve the right to remove any Accused Content without prior notice, at our sole discretion, and without liability to you or anyone else. In appropriate circumstances, UFR will also terminate a registered user's account if we determine the registered user to be a repeat infringer. Our designated copyright agent for notice of alleged copyright infringement appearing on the Services is:

Attn: Copyright Agent, Organization United for Respect, 3758 Grand Avenue,
PO Box 14, Oakland, CA 94610

Email: info@United4Respect.org

12. Termination

You may terminate your WorkIt account for any reason or no reason, and at any time. To terminate your WorkIt account, contact us at info@United4Respect.org. Termination of your account will be effective upon our processing of the notice we received from you.

We may terminate your WorkIt account and these Terms with you for any reason or no reason, at any time, with or without notice. Any termination by us shall be effective immediately or as may be specified in the notice.

Misuse of the Services is prohibited. Misuse includes but is not limited to registering under more than one identity, infringing any intellectual property rights, using any functionality, feature or capability of the Services to generate, support or transmit any form of spam, engaging in any behavior or activity that we prohibit, or any other behavior that we, in our sole discretion, deem to be misuse.

Upon the termination of your WorkIt account, you will lose access to some or all of the Services. We currently expect to delete all Personal Information in a WorkIt account within three months of the date of termination, but that may change on a case-by-case basis. In addition, we may block access to the Services from an Internet Protocol (“IP”) address or range of IP addresses associated with those of terminated users. Upon termination, all licenses and other rights granted to you by us in these Terms will immediately cease, but any licenses you have granted to us will survive termination regardless of the reason for such termination.

13. Severability

If any provision of these Terms is found by an arbitrator or court of competent jurisdiction to be illegal, void, or unenforceable, the provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the parties with respect to the provisions within the context of the overall Terms. If a court or arbitrator finds the

modified provision invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of these Terms will not be affected.

14. Entire Agreement

These Terms, together with the Privacy Statement, which is incorporated herein by this reference as if set forth herein in its entirety, constitute the entire, complete and exclusive agreement between you and us regarding the Services, and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of these Terms and the Privacy Statement. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other WorkIt Services, if applicable. You acknowledge that you have had the opportunity to review these Terms and our Privacy Statement with counsel of your choice.

15. Amendments to these Terms

We reserve the right to modify, supplement or replace these Terms, effective upon prior written notice to the email address we have for you. If we have no email address for you, then the modified Terms will take effect ten (10) days after we post them on our website at www.United4Respect.org. Your use of

the Services thirty days after any such update or modification shall confirm your agreement to the modified version of the Terms. If you do not want to agree to changes to the Terms, you may terminate your account with us, or otherwise terminate your use of the Services, prior to the modified Terms taking effect, in which case the prior set of Terms in effect as of the date of termination shall continue to control any disputes or other issues that may arise regarding your use of the Services. Only modifications, supplements or replacements of these Terms as stated in this provision shall be valid and effective to amend the Terms. Any other purported amendments shall be void and of no force or effect.

16. No Informal Waivers, Agreements or Representations

Any failure to act with respect to a breach of these Terms by one party does not waive the other party's right to act with respect to that breach or subsequent similar or other breaches. Except as expressly and specifically contemplated by the Terms, no representations, statements, consents, waivers or other acts or omissions by either party or its affiliates shall be deemed legally binding unless expressly and specifically documented in a writing that refers to the Terms and states expressly the intent to modify or supplement the Terms.

17. Assignment and Delegation

You may not assign or delegate any rights or obligations under the Terms. Any purported assignment or delegation by you shall be ineffective. We may freely assign or delegate some or all of our rights and obligations under the Terms and Privacy Statement, effective on sending a notice to you at the email address we have for you, or if we have no email address for you, by posting a notice of assignment on the WorkIt website at www.United4Respect.org.

18. Contact Us

You may contact us via email at info@United4Respect.org, or via postal mail or courier at:

Attn: Law Department, Organization United for Respect, 3758 Grand Avenue, PO Box 14, Oakland, CA 94610.

19. Governing Law

These Terms and any action related thereto are governed by the law of the State of California, and the federal law of the United States of America, without regard to or application of any conflict of laws provisions or principles.

20. Arbitration

Any dispute between us or arising out of these Terms, the Privacy Statement, their performance or the Services shall be determined by one arbitrator in binding arbitration administered by the American Arbitration Association (“AAA”) pursuant to its current Arbitration Rules. The language of the arbitration shall be English.

To accommodate parties and witnesses that may be distant from each other, each hearing shall be conducted and all testimony shall be entered by audio conference or video conference. The award of the arbitrator shall be final and binding on the parties, and may be entered and enforced in any court or other tribunal of competent jurisdiction.

21. Indemnification

You agree to defend, indemnify and hold UFR harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney’s fees and costs, arising out of or in any way connected with any of the following alleged activities: (i) your Content or your access to or use of the Services; (ii) any alleged breach of these Terms; (iii) any breach, infringement, misappropriation or violation of any third-party right including without limitation any intellectual property right, publicity

right, confidentiality, property right or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, any regulatory, administrative and legislative authorities; or (v) any misrepresentation made by you. You agree to cooperate as reasonably requested by UFR in the defense of any claim. UFR reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim against UFR without the prior written consent of UFR, which consent UFR may refuse in its sole discretion.

22. Disclaimers

UFR is a non-profit organization, organized under the laws of the District of Columbia. UFR brings together low-income workers, their families and communities to improve working conditions in the retail industry throughout the United States, promote human and civil rights secured by law, build strong and healthy communities, and end all forms of discrimination. UFR Walmart is a project of UFR UFR does not intend or seek to represent retail employees over terms and conditions of employment, or to bargain with retail employers, including Walmart.

We provide our Services for informational purposes only. You understand that the Services do not constitute legal advice. UFR is not a law firm and

does not provide legal services. UFR disclaims any intent to form any attorney-client relationship and any other confidential relationship through the provision of the Services. You agree that your use of the Services does not establish any attorney-client relationship or other confidential relationship. The information you provide to UFR is not privileged or confidential. If you seek legal advice or representation, you are encouraged to contact a qualified professional in your jurisdiction.

23. Limitation of Liability

SOME REGIONS, COUNTRIES AND OTHER JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

Neither UFR nor any of our subsidiaries, affiliated companies, officers, employees, members, directors or service providers (“UFR Affiliates”) shall be liable for any damages in excess of the fees, if any, you paid UFR during the calendar year in which such event is claimed to have occurred, or USD \$100, whichever amount is greater.

Neither UFR nor any UFR Affiliate shall be liable for any special, incidental, indirect, punitive or consequential damages or loss of use, profit, revenue or data to you, or any third person or entity. This limitation of liability shall apply regardless of whether (i) you base your claim on contract, tort, statute or any

other legal theory, (ii) we knew or should have known about the possibility of such damages, or (iii) the limited remedies provided in these Terms fail of their essential purpose.

24. Disclaimer of Warranties

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

WE PROVIDE THE SERVICES AND ALL INFORMATION, INCLUDING THE CONTENT, ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DO NOT PROVIDE ANY EXPRESS WARRANTIES OR REPRESENTATIONS.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. IF YOU ARE DISSATISFIED OR FEEL HARMED BY UFR, THE SERVICES, OR ANYTHING RELATED TO THE SERVICES, YOU MAY CLOSE YOUR ACCOUNT AND STOP USING THE SERVICES, AS FURTHER STATED IN THE TERMINATION PROVISIONS OF THESE TERMS. TERMINATION IS YOUR SOLE AND EXCLUSIVE REMEDY.

WE NEITHER WARRANT NOR REPRESENT THAT YOUR USE OF THE SERVICES WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES.

WE DO NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR WITHOUT ERRORS. IN PARTICULAR, THE OPERATION OF THE SERVICES, INCLUDING THE WORKIT SITE AND WORKIT APPLICATION MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. WE DISCLAIM ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERROR. FURTHERMORE, WE DISCLAIM ALL LIABILITY FOR ANY MALFUNCTIONS, IMPOSSIBILITY OF ACCESS OR POOR USE CONDITIONS OF THE SERVICE DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET OR ANY OTHER NETWORK OR FOR ANY OTHER REASON.

25. Effective Date and Revision History

These Terms were last revised August 17, 2020.

Prior Revisions of These Terms:

August 22, 2017

October 20, 2016

September 16, 2016.