

TERMS OF SERVICE

Armada Technologies, LLC

Last Modified: June 12, 2026

Acceptance of Terms of Service

These Terms of Service (“Terms”) govern your use of our website (<https://app.armada.work/>) (“Site”) and related products and services, including any content or information provided as part of the Site or such related products, services or websites (collectively with the Site, the “Services”), which are owned or operated by Armada Technologies, LLC (“Armada”, “we”, “our” or “us”).

Our Privacy Policy, available at <https://app.armada.work/privacy> is incorporated by reference into these Terms. Please read these Terms and the Privacy Policy carefully before you access the Services, as these Terms form a binding legal agreement between you and Armada. This includes a Mutual Arbitration Agreement, which covers disputes between you and Armada.

These Terms may apply to the individuals performing services through Armada, to the Venue (defined below) and Venue staff using the Service or to the business or other legal entity user they represent, or all of these entities/individuals. If you are using the Site or Services on behalf of a company or other legal entity, you hereby represent and warrant that you have the authority to enter into these Terms on behalf of such entity. By accessing, registering for or using the Services, you: (1) acknowledge that you have read and understand these Terms; (2) agree to be bound by them in their entirety; and (3) are entering into a legally binding agreement with us. As used in these Terms and unless separately identified as applicable to either an individual or entity, “you” and “your” refer to both you individually and the entity on behalf of which you are entering into these Terms.

PLEASE READ THE TERMS OF USE CAREFULLY BEFORE USING THE SERVICES AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, DISPUTE RESOLUTION, REMEDIES, LIABILITIES, AND OBLIGATIONS. ARMADA MAY MAKE CHANGES TO THESE TERMS OF USE AT ANY TIME, AND SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON NOTICE,

WHICH MAY BE ACCOMPLISHED BY POSTING THE MODIFIED TERMS ON THE SITE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE SERVICES. YOUR USE OF OUR SERVICES REQUIRES YOUR ACCEPTANCE OF THESE TERMS AS THEY MAY BE AMENDED FROM TIME TO TIME, INCLUDING THE POLICIES INCORPORATED BY REFERENCE HEREIN, WHICH INCLUDES THE ARMADA PRIVACY POLICY.

ANY DISPUTE BETWEEN YOU AND US MUST BE RESOLVED BY INDIVIDUAL BINDING ARBITRATION PURSUANT TO THE MUTUAL ARBITRATION AGREEMENT. PLEASE READ THE ARBITRATION PROVISION IN THESE TERMS OF USE AS IT AFFECTS YOUR RIGHTS UNDER THIS CONTRACT.

1. Overview of Services; Disclaimer

1.1. Overview of Services. Armada is a W-2 workforce platform that serves as the employer of record for hospitality workers (“Staff”) placed at restaurants, bars, catering services, and other dining/entertainment venues (“Venue(s)”). Armada employs Staff as W-2 employees and provides applicable employment benefits and protections, including workers’ compensation coverage. Venues sign up with the platform to build dedicated bench crews of Staff members. Staff on a Venue’s bench may claim available shifts posted by that Venue on a first-come, first-served basis. Armada does not guarantee Staff any minimum number of shifts.

1.2. Staff Registration. If you are a Staff member, then this section applies to you, and you will be required to undergo Armada’s application process in order to become eligible to be placed on Venue bench crews and claim shifts. You will be required to provide certain information such as your name, address, date of birth, work history, ID, and password for account registration and payroll information for payment processing, and other information that will allow us to identify you (“Staff Registration Information”). Use of the Services is granted subject to our ability to verify your identity, eligibility to work in the United States, and previous work experience. If you do not provide accurate and complete information during the application process, we have the right to prohibit you from using the Service or decline to process the request, in addition to any other rights. If you believe that your Staff Registration Information or a device that you use to access the Services has

been lost or stolen, that someone is using your account without your permission, you must notify us immediately at support@armada.work.

1.3. Venue Registration. If you are a Venue, then this section applies to you, and you will be required to provide certain information to register for an account with Armada. This information may include an ID and password, name, address, financial information for payment processing, and other information that will allow us to identify you (“Venue Registration Information”). Use of the Services is granted subject to our ability to verify your business’s validity.

1.4. Shift Claiming Process.

1.4(a) Posting Shifts; Bench. Venues may build bench crews by selecting Staff members through the platform. Staff will have access to review certain Venue Registration Information, and Venues will have access to review certain Staff Registration Information. Access to such information is subject to change at any time for both Venues and Staff. Staff who have been added to a Venue’s bench may claim available shifts posted by that Venue on a first-come, first-served basis. Staff agrees to receive notifications via the Services when shifts have been posted or modified, provided such notifications may be adjusted in the Services. Venues may remove Staff from their bench at any time. Staff’s reliability metrics, including ratings received from Venues, will be reflected in their platform profile. Venues will be able to cancel shift postings at any time for an unfilled shift and up to 24 hours prior to the shift for a claimed shift. Use of the Services does not guarantee that any posted shifts will be claimed or fulfilled.

1.4(b) Venue Cancelling Shifts. Venues may cancel a shift any time prior to the start of the shift.

1.4(c) Venue Changing Shift Duration Or Start Time. Venues may change the duration of a shift, or the start time of a shift, any time prior to the start of the shift.

1.4(d) Staff Cancelling Shifts, Staff Tardies, Staff Early Exits. If the shift is claimed by Staff, Staff may cancel a shift up to 24 hours prior to the shift start time. This may impact the Staff’s reliability rating. In the event a shift is claimed by Staff and Staff cancels within 24 hours of the shift start time, Armada reserves the right to discipline or terminate Staff, and Armada

shall use best efforts to fill the shift with other Staff. Venue shall be charged only for the time worked by Staff .

1.4(e) Setting Rates; Living and Minimum Wage: Venue sets the rate for the shift when it posts the shift on the Platform. The rate is the amount paid to Staff. Any fees by Armada are charged in addition to the rate as described in the Venue Master Services Agreement, and are paid by Venue and not taken out of Staff's payment. In order to ensure that Staff receive a livable wage for time spent during their shifts, Staff must be paid the greater of the applicable minimum wage or \$15/hour (including tips, hourly pay, or a combination) for each shift. The hourly rate paid to Staff, and set by Venue, must comply with applicable law, including minimum wage for tipped workers.

1.5. Shift Conduct. While using the platform, all parties are expected to uphold professional standards to ensure a professional experience for everyone involved.

1.5(a). Staff Conduct. Staff are expected to maintain professional standards while fulfilling shifts at Venues through the Armada platform. By accepting a shift, Staff agree to:

- **Professionalism:** Maintain a high standard of service, conduct themselves respectfully, and adhere to reasonable industry expectations for their role.
- **Punctuality & Attendance:** Arrive on time for confirmed shifts. If unable to attend, Staff must notify Armada or otherwise cancel the shift, but are not obligated to provide a replacement.
- **Work Attire:** Follow any reasonable dress code standards outlined in the shift details.
- **Compliance & Safety:** Operate within legal and safety guidelines applicable to the work environment. As the employer of record, Armada handles payroll, tax withholding, and applicable employment obligations on behalf of Staff. Armada maintains general liability and workers' compensation insurance coverage for Staff.
- **Employment Relationship:** While on-site, Staff must follow the Venue's reasonable operational instructions regarding shift duties, timing, and workplace procedures. Venues are responsible for on-site direction and day-to-day operations during shifts.

1.5(b). Venue Conduct. Venues engaging Staff through Armada agree to:

- **Set Clear Expectations:** Provide accurate shift details, including duties, attire, and any necessary information, before the engagement begins.
- **Professional Environment:** Maintain a safe and respectful workplace, free from discrimination, harassment, or unsafe conditions.
- **Payment & Terms:** Adhere to the agreed-upon compensation terms and process payments promptly through the platform.
- **On-Site Responsibility:** Venues are responsible for providing on-site direction to Staff during shifts and for maintaining a safe work environment. Venues shall indemnify, defend, and hold Armada harmless from any claims, actions, injuries, or liabilities arising from on-site conditions, including but not limited to workplace injuries, harassment, or other incidents occurring at the Venue.

1.5(c). License, Certification, Training, and Registration. Staff represent and warrant they will not perform any work for which they do not have the required license, certification, training, or registration, such as a food handler card, alcohol training certification, or other similar requirement. Venue shall indicate in the shift posting any required license, certification, training, or registration. Venue shall not engage Staff that it knows to lack required license, certification, training, or registration.

1.6 Engagement Type and Payments.

1.6(a) W2 Engagements. Unless a “Venue Employer Exception” applies (see below), by using Armada, both Staff and Venues acknowledge that Staff are W-2 employees of Armada serving as the employer of record, and that Venues are clients of Armada where Staff are placed to perform services. As the W2 employer, Armada is responsible for employment-related obligations including payroll, tax withholding, benefits administration, workers’ compensation, unemployment claims, and worker authorization. Venues are responsible for on-site operations, workplace safety, and compliance with applicable workplace conduct standards during shifts.

1.6(b) W2 Engagement Timekeeping and Payment. Unless a “Venue Employer Exception” applies (see below), Staff shall use Armada’s timekeeping system and Armada will make timely payments to Staff. Staff

must maintain an active bank account or debit account on file with Armada to receive payments. Payments are subject to standard withholdings such as federal, state, and other taxes, social security withholdings, FICA/FUTA, approved benefits deductions, and other such authorized deductions. Armada will issue a W2 as required by law. Staff must maintain an accurate email and physical address on file with Armada.

1.6(c) Employer Venue Exception. In the event the Venue already employs the Staff as the Venue's W2 employee, then the Venue is referred to as a "Venue Employer" for purposes of that engagement, and Staff will be the Venue Employer's W2 employee, and not Armada's W2 employee, for shifts with that specific Venue Employer. This is called the "Venue Employer Exception."

1.6(d) Employer Venue Engagement Timekeeping and Payment. If Staff picks up a shift for their Venue Employer, that Staff must clock in and out via their Venue Employer's scheduling, timekeeping, or clock-in/out system, as directed by the Venue Employer. The Venue Employer, and not Armada, pays Staff for shifts worked for their Venue Employer through the Services. The Venue Employer retains all employer responsibilities, including those listed in the previous section. Armada will charge the Venue Employer a shift-filling fee based on the Venue Employer's agreement with Armada. Staff that ceases employment with a Venue Employer must verify on the Site the date they are no longer employed by the Venue Employer so they may be removed from the Venue Employer Exception process and proceed under the regular process, which includes Armada employing and paying the Staff.

1.6(e) Tips. Venue shall immediately report to Us (Armada), at the end of a shift, any tips earned by Staff. We will pay out all tips to Staff at the end of each shift, consistent with applicable law. Venue must report to Armada all tips paid to Staff to Armada unless a "Venue Employer Exception" applies. Staff is subject to, and agrees to, Venue's tip policies and procedures, so long as they comply with applicable law. In the event the tip field is left blank after a shift, meaning the Venue did not yet report tips after a shift, then Staff can self-report their tips within 168 hours. This will trigger a confirmation to be sent to Venue. Venue must confirm or correct the tip amount within 168 hours of Staff inputting their tip amount. Failure to confirm or correct the tip amount within 168 hours will result in defaulting to confirmed, and We will pay Staff the tip amount that Staff entered in the field. In the event Staff

believes they have been over or under paid for their tips, they can contact Us with the basis and supporting documentation, and We will seek to verify information from Venue to resolve the matter. In the event Venue believes they have been over or under charged for Staff tips, it can contact Us with the basis and supporting documentation, and We will seek to verify information from Staff to resolve the matter.

1.7. Disclaimer. We reserve complete and sole discretion with respect to the operation of the Services. We reserve 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 Services at any time.

2. Your Eligibility; Your Responsibility

To be eligible to use the Services, you represent and warrant that you: (i) are at least 18 years of age, or otherwise over the age of majority in the jurisdiction in which you reside; (ii) are not currently restricted from the Services and are not otherwise prohibited from having an account related thereto; (iii) will only maintain one account at any given time; (iv) will only provide accurate information to Armada; (v) have full power and authority to enter into these Terms and doing so will not violate any other agreement to which you are a party; and (vi) will not violate any rights of Armada or a third party.

You assume all responsibility for your use of, and access to, the Services. Accounts are for a single user, company or other legal entity, as applicable. Any multiple-party use, other than individual use on behalf of a company or other legal entity, is prohibited. For example, sharing a login between non-entity individual users is prohibited.

3. Personal Information; Your Content; Your Account

3.1. Accuracy. By registering for our Services, you represent and warrant that all information you submit to us is true, accurate, current and complete and that you will promptly notify us in writing if your information changes. It is your responsibility to keep your account and profile information accurate and updated. We are not responsible for any disputes or claims related to any inaccurate, incomplete, or untimely information provided by you to us.

3.2. Privacy. To use our Services, you must register with us and submit certain personally identifiable information. You expressly agree that we may collect, disclose, store and otherwise use your information in accordance with the terms of the Armada Privacy Policy, available at <https://app.armada.work/privacy>.

3.3. Your Account. The account you create and any related profile is owned by us. With regard to your account, you agree to: (i) keep your password secure and confidential; (ii) not permit others to use your account; (iii) not use the accounts of others; (iv) not transfer your account to another party; and (v) notify us of any actual or suspected unauthorized use of your account. You are responsible for any activity occurring under your account.

3.4. Feedback. You may from time to time identify problems or solutions to identified problems, provide suggestions, comments or other feedback related to our Services or otherwise relating to Armada ("Feedback"). You acknowledge and agree that all Feedback is and shall be given entirely voluntarily and Armada shall be free to use or disclose such Feedback for any purpose. You further acknowledge and agree that your Feedback does not contain confidential or proprietary information and you are not entitled to any compensation or reimbursement of any kind from Armada under any circumstances relating to such Feedback.

3.5 Data. Subject to the Privacy Policy, Armada reserves the right to use and share aggregated non-personally identifiable information for research, market studies, reporting, marketing, or to otherwise improve its Services.

4. Personal Use; Limited License; Ownership

Subject to the terms and conditions herein, Armada grants you a limited, revocable, non-transferable, non-sublicensable, non-exclusive license and right to access the Services through a generally available mobile device, web browser or Armada authorized Site to view content and information and otherwise use the Services to the extent intended and permitted by the functionality thereof. This license is personal to you, and you may not resell our Services, permit other users access to our Services through your account, or use the Services to host content for others. You may not copy or download any content from the Services except with the prior written approval of Armada. You acknowledge that, except as otherwise expressly provided, these Terms are solely between you and Armada.

Furthermore, without the prior written approval of Armada, you may not distribute, publicly perform or display, lease, sell, transmit, transfer, publish, edit, copy, create derivative works from, rent, sub-license, distribute, decompile, disassemble, reverse engineer or otherwise make unauthorized use of the Services. Any commercial use not expressly authorized is prohibited. You agree not to remove, obscure, or alter copyright, patent, trademark, or other proprietary rights notices affixed to the Services. Your rights are subject to your compliance with these Terms as well as any other agreements applicable to the Services you are using. The Services provided by Armada are licensed, not sold. The Services, and all copies of the Services, are owned by Armada or its third-party licensors and are protected by various intellectual property laws, including, without limitation, copyright and trade secret laws. Armada reserves all rights not expressly granted to you herein. You agree that you have no right to any Armada trademark or service mark and may not use any such mark in any way unless expressly authorized by Armada.

Making unauthorized copies or distribution of Site content or otherwise violating these Terms may result in the termination of your Armada account, prohibition on use of the Services, and further legal action. Armada reserves the right to limit your use of or access to the Services, in its sole discretion in order to maintain the performance and availability of the Services and to enforce these Terms of Service.

Armada is not liable for the loss, corruption, alteration or removal of any content transmitted using our Services. By using our Services, you expressly waive the right to seek damages and agree to hold Armada harmless for any such loss, alteration, corruption or removal. You acknowledge and agree that you are solely responsible for retaining all records and reconciling all transaction information relating to your use of the Services.

5. Acceptable Use Policy

You agree to comply with all applicable laws and regulations in connection with your use of the Services. You may not use our Services to post or transmit any illegal material, including without limitation any transmissions that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law or regulation. In

particular, the following is a representative, non-exhaustive list of acts that are prohibited:

- Using the Services while operating a motor vehicle;
- The transmission or posting of chain letters or pyramid schemes, or other acts that involve deceptive online marketing practices or fraud;
- Acts that may materially and adversely affect the quality of another users' experience;
- Actual or attempted unauthorized use or sabotage of any computers, machines or networks;
- Introducing malicious programs into Armada's Services, network or servers (e.g. viruses, worms, Trojan horses, etc.);
- Engaging in any monitoring or interception of data not intended for you without authorization;
- Attempting to circumvent authentication or security of any host, network, or account without authorization;
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property used to provide the Services, or any part thereof;
- Adapt, modify or create derivative works based on the Services, technology underlying the Services, or other users' content, in whole or part;
- Duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer information found on the Services (excluding content posted by you) except as permitted in these Terms, or as expressly authorized by Armada in writing;
- Using any method, software or program designed to collect identity information, authentication credentials, or other information;
- Transmitting or receiving, uploading, using or reusing material that is abusive, indecent, defamatory, harassing, obscene or menacing, or a breach of confidence, privacy or similar third party rights;
- Transmitting or receiving, uploading, using or reusing material that violates any intellectual property rights of a third party, including, without limitation, patents, trademarks, trade secrets or copyrights;
- Transmitting, receiving, uploading, using or reusing material that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of contractor relationships or under nondisclosure agreements);
- Falsifying user identification information;

- Using the Services for anything other than lawful purposes including, but not limited to, intentionally or unintentionally violating any applicable local, state, national or international law; or
- Impersonating any person or entity, including, but not limited to, a Armada representative, or falsely stating or otherwise misrepresenting your affiliation with a person or entity.

Armada enforces a zero-tolerance SPAM policy regarding information transmitted through our network. Armada may determine in its sole discretion whether any transmissions are considered SPAM. SPAM includes, but is not limited to, the following:

- Bulk unsolicited e-mail, promotional material, or other forms of solicitation sent via the Services, or e-mail that advertises any IP address belonging to Armada or any URL (domain) that is hosted by Armada.
- The use of web pages set up on ISPs that allow SPAM-ing that directly or indirectly reference customers to domains or IP addresses hosted by Armada.
- Forging or misrepresenting message headers, whether in whole or in part, to mask the true origin of the message.

You agree not to use the Services for the purpose of recruiting for another website or service that offers competing functionality to the Services.

6. Copyright Protected Materials

Armada respects the intellectual property rights of others and expects that you do the same. It is our policy to terminate, in appropriate circumstances, the accounts of subscribers who infringe the copyrights of others. You may not upload, download, post, publish, transmit, reproduce, or distribute in any way, files, material, information, software, or other material obtained through the Services that is protected by copyright or other proprietary right or derivative works with respect thereto, without obtaining permission of the copyright owner or other right holder. Armada has the right, but not the obligation, to remove from the Services any files, material, information, software or other material Armada believes is or may be, in its sole discretion, infringing or otherwise in violation of the rights of others.

If you believe in good faith that your copyright has been infringed, please provide a written communication regarding such belief to: support@armada.work.

7. Right to Restrict or Terminate Access

Armada may deny or restrict your access to all or part of the Services without notice in its reasonable discretion if it deems that you have engaged in any conduct or activities that Armada in its reasonable discretion believes violates the letter or spirit of any of these Terms. If Armada denies or restricts your access to the Services because of such a violation, you shall have no right to obtain any refund or credit for the subscriptions fees you have paid.

In the event that these Terms or the Services are terminated for any reason or no reason, you acknowledge and agree that you will continue to be bound by these Terms. Following termination, you shall immediately cease use of the Services and any license granted to you under any agreement related to your use of the Services shall immediately terminate. Upon termination, Armada reserves the right to delete all of your content, data, and other information stored on Armada's servers. Armada will not be liable to you or any third party as a result of the termination of these Terms or the Services or for any actions taken by Armada pursuant to these Terms as a result of such termination. Without limiting the generality of the foregoing, Armada will not be liable to you or any third party for damages, compensation, or reimbursement relating to your use of the Services, or the termination thereof.

You may terminate these Terms by terminating your use of the Services and any related account. Any sections or terms which by their nature should survive or are otherwise necessary to enforce the purpose of these Terms, will survive the termination of these Terms and termination of the Services. Termination of these Terms or the Services does not relieve you from your obligation to pay Armada any amounts owed to Armada.

8. Security

Access to our Services and to certain online transactions may involve the use of identification numbers, passwords, payment accounts or other individualized nonpublic information ("Private Documentation"). You acknowledge and agree that you are solely responsible for protecting your

Private Documentation and other personal information and for the consequences of not protecting such information and data. You shall use your best efforts to prevent unauthorized use of our Services, your account, or of any Private Documentation, and shall promptly report to Armada any suspected unauthorized use or other breach of security. You shall be responsible for any unauthorized use of your account or privacy Documentation until we receive written notice of a breach of security and a request to block further access for such information. Armada shall not be liable for any unauthorized use of payment accounts.

9. Disclaimers

Actual service coverage, speeds, locations, and quality may vary. Armada will attempt to provide the Services at all times, except for limited periods for maintenance and repair. However, the Services may be subject to unavailability for a variety of factors beyond our control including emergencies, third-party service failures, transmission, equipment or network problems or limitations, interference, signal strength, and may be interrupted, limited, or curtailed. Delays or omissions may occur. We are not responsible for data, messages or pages lost, not delivered, delayed, or misdirected because of interruptions or performance issues with the Services or communications services or networks. We may impose usage or Services limits, suspend the Services, or block certain kinds of usage in our sole discretion to protect users or the Services. The accuracy and timeliness of data received is not guaranteed.

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. ALL SITE CONTENT AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, NONINFRINGEMENT, AVAILABILITY OR ACCURACY OF INFORMATION. ARMADA DOES NOT WARRANT THAT THE SERVICES WILL BE AVAILABLE, WILL MEET YOUR REQUIREMENTS OR WILL OPERATE IN AN UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE MANNER OR THAT ERRORS OR DEFECTS WILL BE CORRECTED. ARMADA DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES, IN TERMS OF THEIR

ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, OR OTHERWISE.

SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR CONDITIONS, OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH EVENT, ARMADA'S WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW IN SUCH JURISDICTION.

10. Limitation of Liability

UNDER NO CIRCUMSTANCES WILL ARMADA, ITS AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS OR OTHER THIRD PARTY PARTNERS ("ARMADA PARTIES") BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF OUR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY; INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM LOST PROFITS, LOST DATA, LOSS OF BUSINESS OR BUSINESS INTERRUPTION, WHETHER DIRECT OR INDIRECT, ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF OUR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY. YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE SERVICES.

AN ARMADA'S PARTY'S TOTAL CUMULATIVE LIABILITY SHALL IN NO EVENT EXCEED THE GREATER OF: (A) THE AMOUNT YOU PAID ARMADA FOR YOUR USE OF THE SERVICES IN THE PRIOR THREE (3) MONTHS; AND (B) THE SUM OF ONE HUNDRED (100) US DOLLARS. SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY. IN SUCH STATES OR JURISDICTIONS, THE ARMADA PARTIES' LIABILITY TO YOU SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY ARMADA TO YOU AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN SECTIONS 9 AND 10 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

11. Dispute Resolution

Staff and Venues are subject to the Mutual Arbitration Agreement, at the end of these Terms.

12. Electronic Notices and Disclosures

You acknowledge and agree that Armada may provide notices and other disclosures to you electronically by posting such notices or other disclosures on Armada's website, by texting your phone number or by emailing it to you at any email address provided to Armada by you. Such notices or other disclosures shall be considered received by you following the posting on the website or twenty-four (24) hours following the email being sent to you, as applicable. Any such electronic notice or other disclosure shall have the same effect and meaning as if it had been provided to you as a paper copy.

13. Changes to the Terms

We may add to, change, or remove any part of these Terms (including the Mutual Arbitration Agreement below), at any time without prior notice to you other than listing of a later effective date than the one set forth at the top of these Terms. Such modification shall be effective immediately upon posting at the Site. As your next visit to the Site or use of the Services may be governed by different Terms, we encourage you to look for a new effective date on these Terms when you visit the Site or use the Services. It is your responsibility to check these Terms periodically for changes. If we make any material changes to these Terms, we will endeavor to provide registered users with additional notice of any changes, such as at your e-mail address

of record or when you log-in to your account. Your use or continued use of the Services following the posting or notice of any changes to these Terms shall constitute your acceptance of the changed Terms.

No amendment to these Terms by you by shall be effective unless acknowledged in writing by Armada.

Venues are required to execute a Master Services Agreement (“MSA”), incorporated herein by reference (and these Terms are incorporated into the MSA). In the event of a conflict between the MSA and these Terms, these Terms control.

14. Third-Party Content and Services

14.1. Linked Third Party Sites. The Services may make available third-party resources such as but not limited to property websites, landing pages, and other third-party sites over which Armada has no control. Armada is not responsible for the accuracy, completeness, functionality, usability, availability or merchantability of any content provided by third-party resources. The use of such third-party resources is strictly at Client’s own risk. Armada is not responsible for the availability of external sites or resources, does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. Armada will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, advertising, products or other materials available on or through any such site or resource.

14.2 Integrated Third Party Services. The Services may contain features designed to interoperate with products, applications, or services not provided by Armada such as payment software applications and services (each, a “Third Party Service”). To use such features, you may need to directly obtain access to such Third-Party Service from its provider, and in some cases may be required to grant Armada access to your account(s) on such Third Party Service.

14.3 Permissions; Disclaimer. If Company chooses to use a Third Party Service with the Services, Company grants Armada permission to allow the Third Party Service and its provider to access any data (including, without limitation, data that may constitute non-public personal information) provided

to Armada in connection with the Services as required for the interoperation of that Third Party Service with the Services. Armada is not responsible for any disclosure, modification or deletion of such data resulting from access by any Third-Party Service or its provider. Any acquisition by Company of a Third-Party Service, and any exchange of data between Company and any Third Party Service or its provider, is solely between Company and the applicable third-party provider. Armada does not warrant or support Third Party Service or other third-party products or services, whether or not they are designated by Armada as operable with the Services or otherwise. Further, Armada cannot guarantee the continued availability of any Services features that interoperate with Third Party Service, and may cease providing them without entitling Company to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third Party Service ceases to make the Third Party Service available for interoperation with the corresponding Services features in a manner acceptable to Armada.

14.4 Apple App Store. If you are accessing the Services through an application from the Apple App Store, you and Armada agree to the following additional terms:

- Armada and you acknowledge that these Terms are concluded between you and Armada only, and not with Apple, and Armada, not Apple, is solely responsible for the Services and the content thereof. Armada and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and that, upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third party beneficiary thereof. Armada and you agree to be bound by the App Store Terms of Service as of the Effective Date (which you acknowledge you have had the opportunity to review), including without limitation the Usage Rules (as defined in the App Store Terms of Service) (capitalized terms below have the definitions given to them in the App Store Terms of Service unless otherwise defined herein).
- You may only access the Services on an iOS product that you own or control and only as permitted by the Usage Rules set forth in the App Store Terms of Service.
- To the extent set forth herein or required by applicable law, Armada is solely responsible for providing any maintenance and support services with respect to the Services. You acknowledge and agree that Apple

has no obligation whatsoever to furnish any maintenance and support services with respect to the Services.

- Armada, not Apple, is solely responsible for any product warranties set forth in these Terms, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the application to you; provided that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Services, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, if any, will be Armada's sole responsibility, to the extent not disclaimer herein.
- Armada and you acknowledge that Armada, not Apple, is responsible for addressing any claims by you or any third party relating to the Services or your possession and/or use of the Services, including, but not limited to: (i) product liability claims; (ii) any claim that the Services fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- Apple shall in no way be responsible for any claim (including any related investigation, defense, settlement or discharge thereof) that the Services or your possession and use of the Services infringe any third party's intellectual property rights.
- If you send SMS messages through Services, you acknowledge that standard text messaging rates or other carrier charges may apply to such use.
- You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and that you are not listed on any U.S. Government list of prohibited or restricted parties.
- If you authorize Armada to access your Address Book on your iOS product, you acknowledge and agree that Armada may access and use such data to invite share job with your contacts.

Armada may send you Push Notifications and use your geo-location data if you authorize Armada to do so. Additionally, the Services may incorporate the Google Maps API. Accordingly, if the Google Maps API is incorporated, by accessing or using our Services, you hereby agree to be bound by Google's Terms of Service (available

at <https://www.google.com/intl/en/policies/terms/>) and Google's Privacy Policy (available at <https://www.google.com/privacy.html>). Armada will communicate with you via email, text messaging, and in-app chat services. You can change your notification preferences in your account but it will default to receiving messages via text, email, AND in-app chat.

The text messages will be coming from a third-party source within our system and the emails will be coming from Twillio.

Regarding messages you will be receiving and all communication methods via texts/short code:

1. You have the option to receive system notifications over SMS. These notifications include shift requests and reminders when applicable from various businesses. The number of notifications varies depending on your activity on the platform. Within your profile page, you can enable/disable various notification levels. You may also opt out of notification in your profile or using the steps below.
2. When you opt-in to the service, we will send you an SMS message to confirm your signup.
3. You can cancel the SMS service at any time. Just text "STOP" to the short code. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again.
4. If at any time you forget what keywords are supported, just text "HELP" to the short code. After you send the SMS message "HELP" to us, we will respond with instructions on how to use our service as well as how to unsubscribe.
5. We are able to deliver messages to the following mobile phone carriers: Major carriers: AT&T, Verizon Wireless, Sprint, T-Mobile, MetroPCS, U.S. Cellular, Alltel, Boost Mobile, Nextel, and Virgin Mobile. Minor carriers: Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central IL (ECIT), Cellular One of Northeast Pennsylvania, Cincinnati Bell Wireless, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Mosaic (Consolidated or

CTC Telecom), Nex-Tech Wireless, NTelos, Panhandle Communications, Pioneer, Plateau (Texas RSA 3 Ltd), Revol, RINA, Symmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viaero Wireless, and West Central (WCC or 5 Star Wireless).

Carriers are not liable for delayed or undelivered messages

6. As always, message and data rates may apply for any messages sent to you from us and to us from you. You will receive daily texts. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. For all questions about the services provided by this short code, you can send an email to support@armada.work.
7. If you have any questions regarding privacy, please read our privacy policy: <https://app.armada.work/privacy>.

15. Miscellaneous

15.1. Governing Law. Subject to the Mutual Arbitration Agreement which is governed by the Federal Arbitration Act: these Terms shall be governed by, and construed in accordance with, the laws of the state of Georgia, without reference to its choice of law rules; exclusive venue for any action arising out of or related to these Terms shall be in Atlanta, Georgia; and the Parties each hereby consent to the jurisdiction and venue in Atlanta, Georgia and waive any objections to such jurisdiction and venue.

15.2. Assignment and Subcontracting; No Waiver; Survival. You may not assign or subcontract your rights or obligations under these Terms without the prior written consent of Armada. Armada's failure to insist upon or enforce any provision of these Terms shall not be construed as a waiver of any provision or right. Any sections or terms which by their nature should survive or are otherwise necessary to enforce the purpose of these Terms, will survive the termination of these Terms and termination of the Services.

15.3. Headings. All headings included in these Terms are included for convenience only, and they shall not be considered in interpreting these Terms. These Terms do not limit any rights that Armada may have pursuant to any intellectual property laws or any other laws.

15.4. Remedies. All rights and remedies available to Armada, pursuant to this Agreement or otherwise, at law or in equity, are cumulative and not exclusive of any other rights or remedies that may be available to Armada.

In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Services, or any other materials issued in connection therewith, or exploitation of the Services or any data or other material used or displayed through the Services. Except as otherwise expressly set forth herein, there shall exist no right of any person, other than you and Armada, to claim a beneficial interest in these Terms or any rights occurring by virtue of these Terms. No partnership, joint venture, or franchise relationship is created by these Terms between you and Armada.

If you have any questions, complaints, or claims, you may contact Armada at 404-965-0506.

Mutual Arbitration Agreement

Armada, Staff and Venues (collectively the “Parties”) are subject to this Mutual Arbitration Agreement, hereby incorporated into the Terms, and agree to this Mutual Arbitration Agreement by using the Services. This Mutual Arbitration Agreement may be amended from time to time by posting such amendments on the Services, and your continued use of Services constitutes acceptance of such amendments.

All disputes covered by this Mutual Arbitration Agreement will be decided by a single arbitrator through final and binding arbitration **and not by way of court or a jury trial.**

A. Employment Relationship. Except under the Venue Employer Exception in the Terms: Armada is the Employer of Record for Staff; Staff is not an employee of Venue; and nothing in this Mutual Arbitration Agreement is intended to create an employment relationship or imply that Staff is an employee of Venue.

B. Arbitration. This Mutual Arbitration Agreement is governed by the procedural and substantive rules of the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). This Mutual Arbitration Agreement is intended to be as broad as legally permissible, and, except as it otherwise provides, applies to all claims or controversies, past, present, or future, that otherwise would be resolved in a court of law or before a forum other than arbitration arising out of or related to these Terms of Service, Staff’s employment and termination of employment. Except as it otherwise provides, this Mutual Arbitration Agreement applies to any covered dispute or claim that Armada may have against Staff or that Staff may have against Armada and/or any of its past, present, or future: (1) officers, directors, employees, or agents in their capacity as such or otherwise, (2) successors or assigns, (3) vendors and subcontractors, (4) clients (including Venues), and (5) staffing firms or employer of record, and any of their respective parents, subsidiaries, affiliates, and subcontractors. Each of the individuals and/or entities in (1) through (5) above may enforce this Mutual Arbitration Agreement as an intended third-party beneficiary. This Mutual Arbitration Agreement does not supersede or alter arbitration or dispute resolution agreements that are outside the scope of this Mutual Arbitration Agreement.

Procedures. Except as otherwise stated in this Mutual Arbitration Agreement, the Parties agree that any legal dispute or controversy covered by this Mutual Arbitration Agreement shall be resolved by final and binding arbitration in accordance with the current American Arbitration Association (“AAA”) Employment Arbitration Rules & Mediation Procedures (“AAA Rules”) provided, however, that if there is a conflict between the AAA Rules and this Mutual Arbitration Agreement, this Mutual Arbitration Agreement shall govern. The AAA Rules may be found at www.adr.org or by searching for “AAA Employment Arbitration Rules” using a service such as www.Google.com. Unless the parties jointly agree otherwise, the Arbitrator must be an attorney licensed to practice law in the state in which the arbitration is convened, or a retired judge from any jurisdiction. Unless the parties jointly agree otherwise, the arbitration will take place in person in the county where Staff used Services or last used Services.

The parties shall attempt to mutually select an Arbitrator. If the Parties cannot mutually agree on an Arbitrator, the Arbitrator will be selected as follows: AAA will give each Party a list of eleven (11) potential arbitrators (who are subject to the qualifications in the preceding paragraph) drawn from its panel of arbitrators. Each Party will have ten (10) calendar days to strike all names on the list it deems unacceptable. If only one common name remains on the lists of all parties, that individual will be designated as the Arbitrator. If more than one common name remains on the lists of all parties, the parties will strike names alternately from the list of common names by telephone conference administered by AAA, with the Party to strike first to be determined by a coin toss conducted by AAA, until only one remains. If no common name remains on the lists of all parties, AAA will furnish an additional list of eleven (11) arbitrators from which the parties will strike alternately by telephone conference administered by AAA, with the Party to strike first to be determined by a coin toss conducted by AAA, until only one name remains. That person will be designated as the Arbitrator. If the individual selected cannot serve, AAA will issue another list of eleven (11) arbitrators and repeat the alternate striking selection process. If the AAA will not administer the arbitration or will not administer the arbitration consistent with this Mutual Arbitration Agreement, either Party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted to appoint a neutral Arbitrator who shall act per the terms of this Mutual Arbitration Agreement.

The Arbitrator may award any remedy to which a Party is entitled under applicable law, but remedies will be limited to those that would be available

to a Party in their individual capacity for the claims presented to the Arbitrator, and no remedies that otherwise would be available to an individual under applicable law will be forfeited. The Arbitrator will apply the substantive federal, state, or local law applicable to the claims asserted. Either Party may file dispositive motions, including without limitation a motion to dismiss and/or a motion for summary judgment and the Arbitrator will apply the standards governing such motions under the Federal Rules of Civil Procedure. The Arbitrator shall set a briefing schedule regarding the filing of any dispositive motions, upon request by either party.

All claims in arbitration are subject to the same statutes of limitation that would apply in court. The Parties will pay the fees and costs of arbitration in accordance with the AAA Rules and applicable law. However, in all cases where required by law, Armada or Venue will pay the costs and fees unique to arbitration, including the Arbitrator's fees, and Staff shall pay only the amount equivalent to a court filing fee or initial appearance fee in a court within the jurisdiction where the arbitration takes place. Any Party may be represented by an attorney selected by the Party. In the event applicable law requires a different allocation of arbitral fees and costs in order for this Mutual Arbitration Agreement to be enforceable, then such law will be followed. Each Party will pay for its own costs and attorneys' fees, except that the Arbitrator may award reasonable fees to the prevailing Party as provided by law. The Arbitrator will resolve any disputes regarding costs/fees associated with arbitration. Each Party will have the right to take the deposition of 3 individual fact witnesses and any expert witness designated by another Party. Each Party will have the right to propound requests for production of documents and up to 10 interrogatories (including sub-parts) to any Party. Each Party may subpoena witnesses and documents for the arbitration, and documents relevant to the case from third parties, in accordance with any applicable state or federal law. Additional discovery may be had by mutual agreement of the parties, and the Arbitrator will have exclusive authority to entertain requests for additional discovery and to grant or deny such requests, based on the arbitrator's determination whether additional discovery is necessary under the circumstances of a particular case to allow adequate opportunity for the parties to present evidence that the Arbitrator determines is material and relevant to the dispute.. The Arbitrator's decision must be in writing and contain findings of fact and conclusions of law. Judgment may be entered on the arbitrator's decision in any court having jurisdiction.

The Arbitrator will issue an award by written opinion within thirty (30) days from the date the arbitration hearing concludes. Unless the Arbitrator requests post hearing briefs or they are required under applicable law, the parties shall not submit post-arbitration briefs and shall instead engage in closing arguments. The Arbitrator's opinion will be in writing and include the factual and legal basis for the award. Judgment on the award issued by the Arbitrator may be entered in any court of competent jurisdiction.

C. Covered Claims. Except as it otherwise provides, this Mutual Arbitration Agreement also applies, without limitation, to disputes arising out of or related to the Services, Terms, use of the Site, breach of a contract or covenant, privacy, fraud, negligence, trade secrets, unfair competition, wages, compensation, breaks and rest periods, minimum wage and overtime, seating, retaliation, discrimination, harassment, tort claims, common law claims, equitable claims, and all other claims for violation of any federal, state or other governmental law, statute, regulation, or ordinance, including those related to labor or employment law. Any claims or disputes regarding Staff's relationship with Armada and/or Venue, including any claims that Staff should be classified as an employee of Armada or Venue, is arbitrable and covered under this Mutual Arbitration Agreement.

The Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the validity, scope, applicability, enforceability, or waiver of this Mutual Arbitration Agreement including, but not limited to any claim that all or any part of this Mutual Arbitration Agreement is void or voidable ("Delegation Provision"). However, the Delegation Provision does not apply to any claims under the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act, and it does not apply to the Class Action Waiver or PAGA Individual Action Requirement below. Notwithstanding any contrary language in this Mutual Arbitration Agreement (or AAA Rules discussed above), any disputes about the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act and/or any claim that all or any part of the Class Action Waiver or PAGA Individual Action Requirement is unenforceable, inapplicable, unconscionable, or void or voidable, will be determined only by a court of competent jurisdiction and not by an Arbitrator.

D. Claims Not Covered and Limitations on How this Mutual Arbitration Agreement Applies. Claims or disputes that an applicable federal statute expressly states cannot be arbitrated or subject to a pre-

dispute Mutual Arbitration Agreement are not covered by this Mutual Arbitration Agreement, including, without limitation, disputes that may not be subject to a pre-dispute Mutual Arbitration Agreement under the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act (at the election of You), if applicable. If any claim(s) not covered under this Mutual Arbitration Agreement above are combined with claims that are covered under this Mutual Arbitration Agreement, the covered claims will be arbitrated and are covered under this Mutual Arbitration Agreement.

Nothing in this Mutual Arbitration Agreement prevents Staff from making a report to or filing a claim or charge with a governmental agency, including without limitation, the Equal Employment Opportunity Commission, U.S. Department of Labor, Office of Federal Contract Compliance Programs, National Labor Relations Board, Occupational Safety and Health Administration, Securities and Exchange Commission, or law enforcement agencies, and nothing in this Mutual Arbitration Agreement prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Mutual Arbitration Agreement. Nothing in this Mutual Arbitration Agreement prevents or excuses a Party from exhausting administrative remedies by filing any charges or complaints required by any governmental agency (including without limitation the Equal Employment Opportunity Commission and/or similar state or local agency) before bringing a claim in arbitration. This Mutual Arbitration Agreement also does not prevent or prohibit Staff from reporting, communicating about, or disclosing claims for discrimination, harassment, retaliation, or sexual abuse.

Either Party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that Party may be entitled may be rendered ineffectual without such relief. The court to which the application is made is authorized to consider the merits of the arbitrable controversy to the extent it deems necessary in making its ruling, but only to the extent permitted by applicable law. All determinations of final relief, however, will be decided in arbitration.

E. Class and Collective Action Waiver. This Mutual Arbitration Agreement affects your ability to participate in class or collective actions. Staff, Armada, and Venue agree to bring any claim on an individual basis only. Accordingly, STAFF, ARMADA, AND VENUE WAIVE ANY RIGHT FOR ANY DISPUTE TO BE BROUGHT, HEARD, DECIDED, OR

ARBITRATED AS A CLASS AND/OR COLLECTIVE ACTION AND THE ARBITRATOR WILL HAVE NO AUTHORITY TO HEAR OR PRESIDE OVER ANY SUCH CLAIM (“Class Action Waiver”). Additionally, no arbitration proceeding under this Mutual Arbitration Agreement may be consolidated or joined in any way with an arbitration proceeding involving claims by different employees. The Class Action Waiver will be severable from this Mutual Arbitration Agreement if there is a final judicial determination that the Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable. In such case, the class and/or collective action must be litigated in a civil court of competent jurisdiction—not in arbitration—but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

F. California Private Attorneys General Act Representative Action Waiver. Staff, Armada, and Venue agree to arbitrate PAGA claims on an individual basis only. Therefore, any claim by Staff under PAGA to recover for unpaid wages, civil penalties, or other individual relief must be arbitrated under this Agreement. You and the Company also agree and stipulate that any non-individual PAGA claims shall be stayed in the trial court, pending a final determination and written decision by the Arbitrator in arbitration with respect to Your alleged status as an “aggrieved employee,” and You and the Company agree that the Arbitrator, and not the court, will make this determination. The preceding sentence applies even if You seek to assert only a representative claim without including an individual PAGA claim and/or if You disclaim the individual PAGA claim. The Arbitrator is without authority to preside over any PAGA claim by Staff on behalf of any other person or joined by or consolidated with another person’s or entity’s PAGA claim. This PAGA Individual Action Requirement clause will be severable from this Agreement if there is a final judicial determination that it is invalid, unenforceable, unconscionable, void or voidable. In such case, the PAGA action must be litigated in a civil court of competent jurisdiction—not in arbitration—but the portion of the PAGA Individual Action Requirement that is enforceable will be enforced in arbitration.

G. Notice. The Party initiating the claim must make a written request for arbitration of the claim to the other Party no later than the expiration of the statute of limitations (deadline for filing) that the law requires for the claim. Written request for arbitration to Armada will be sent to Armada at le@armada.work or the address set forth in your offer letter. Staff will be given notice of any claim by Armada and/or Venue at the last home address contained in Armada’s records for Staff. The request for arbitration shall

identify and describe the nature of all claims asserted and the facts upon which such claims are based and the relief or remedy sought. The request for arbitration must be signed by the Party making the demand for arbitration (by You personally or authorized representative of Provider). The Arbitrator will resolve all disputes regarding the timeliness or propriety of the request for arbitration and apply the statute of limitations that would have applied if the claim(s) had been brought in court.

H. Construction. Except as provided in the Class and Collective Action Waiver and California PAGA Individual Action Requirement sections above (which include their own severability provisions), if any provision of this Mutual Arbitration Agreement is adjudged to be void, voidable or otherwise unenforceable, in whole or in part, such provision will be severed from this Mutual Arbitration Agreement. All remaining provisions will remain in full force and effect. If a court determines the FAA does not apply to a particular dispute or to any Party, the parties stipulate that the court apply the FAA, 9 U.S.C. §§ 2-16, to the fullest extent permissible under applicable law. Alternatively, the parties stipulate and agree that Delaware Uniform Arbitration Act will apply and the parties acknowledge that Provider is incorporated in Delaware. If none of the above apply, the arbitration law of the jurisdiction where the arbitration will take place will apply. This Mutual Arbitration Agreement will survive the termination of Staff's use or Services, and it will apply if you are deemed an employee of Venue. If any claim or remedy covered by this Agreement cannot be arbitrated on an individual basis, that claim or remedy (and only that claim or remedy) may be pursued in court and severed from any arbitration of the remaining aspects of the case. To the maximum extent allowed by law, any proceeding in court after severance will be stayed pending completion of arbitration. Absent some later amendment agreed to in writing by the parties that expressly states an intent to restrict the Delegation Provision herein as to future agreements between the parties, the Delegation Provision above in this Agreement shall also apply to any future agreements between the parties, including questions concerning whether a dispute should be routed to arbitration.

I. Enforcement of this Mutual Arbitration Agreement. This Mutual Arbitration Agreement replaces all prior agreements regarding the arbitration of disputes and is the full and complete agreement relating to the formal resolution of disputes covered by this Mutual Arbitration Agreement. However, notwithstanding the foregoing, in the event the Venue Employer Exception applies and the Venue Employer and Staff have a separate Mutual

Arbitration Agreement, Mutual Arbitration Agreements shall be read in harmony so as to resolve covered disputes through arbitration, and in the event of a conflict between Mutual Arbitration Agreements then this Mutual Arbitration Agreement shall control.

- End-