

# Terms and Conditions

## Agreement between User and the Luxe Clare Staffing App and [www.luxeclare.com](http://www.luxeclare.com)

Welcome to the Luxe Clare Staffing App and [www.luxeclare.com](http://www.luxeclare.com). The [www.luxeclare.com](http://www.luxeclare.com) website (the "Site") is comprised of various web pages operated by Luxe Clare Staffing ("Luxe Clare"). The Luxe Clare Staffing App (the "App") is comprised of the mobile application operated by Luxe Clare Staffing ("Luxe Clare App"). [www.luxeclare.com](http://www.luxeclare.com) and the Luxe Clare Staffing App are offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of the Site or App constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

Luxe Clare Staffing is a staffing, recruiting and consulting firm.

## Privacy

Your use of [the Site or App](#) is subject to Luxe Clare's Privacy Policy. Please review our Privacy Policy, which also governs the Site and App and informs users of our data collection practices.

## Electronic Communications

Visiting [the Site or App](#) or sending emails to Luxe Clare constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site and App, satisfy any legal requirement that such communications be in writing.

## Your Account

If you use this Site or App, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Luxe Clare is not responsible for third party access to your account that results from theft or misappropriation of your account. Luxe Clare and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

If a User's Account engages in suspicious activity involving cancellations or activity otherwise negatively impacting the experience of other Users, Luxe Clare reserves the right to place that Account under temporary review. During that temporary Account review period, the Account's previously booked shifts will not be affected, but the Account may be prohibited from booking additional shifts.

You will not use another User's account or identity or impersonate any person or entity. You will not use the Site or App to cause nuisance, annoyance or inconvenience. The information you provide to us when you register for an Account or otherwise communicate with us is accurate, you will promptly notify us of any changes to such information, and you will provide us with whatever proof of identity we may reasonably request. You will not engage in threatening, harassing, racist, sexist, violent, hateful,

unlawful, or any other behavior that Luxe Clare deems inappropriate (as determined by Luxe Clare in its sole discretion) when using the Site or App. You will not abuse our promotional system, including by redeeming multiple offers or coupons at once or by opening multiple Accounts to benefit from offers or promotions available only to first-time users of the Site or App.

### **Children Under Thirteen**

Luxe Clare does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use [the Site or App](#) only with permission of a parent or guardian.

### **Links to Third Party Sites/Third Party App**

[The Site or App](#) may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Luxe Clare and Luxe Clare is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Luxe Clare is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Luxe Clare of the Site or App or any association with its operators.

Certain services made available via [the Site or App](#) are delivered by third party sites and organizations. By using any product, service or functionality originating from the [the Site or App](#) domain, you hereby acknowledge and consent that Luxe Clare may share such information and data with any third party with whom Luxe Clare has a contractual relationship to provide the requested product, service or functionality on behalf of [the Site or App](#) users and customers.

### **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use [the Site or App](#) strictly in accordance with these terms of use. As a condition of your use of the Site and App, you warrant to Luxe Clare that you will not use the Site and App for any purpose that is unlawful or prohibited by these Terms. You may not use the Site and App in any manner which could damage, disable, overburden, or impair the Site and App or interfere with any other party's use and enjoyment of the Site and App. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site and App.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site and App, is the property of Luxe Clare or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site and App. Luxe Clare content is not for resale. Your use of the Site and App does not entitle you to make any

unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Luxe Clare and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Luxe Clare or our licensors except as expressly authorized by these Terms.

## **International Users**

The Service is controlled, operated and administered by Luxe Clare from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Luxe Clare Content accessed through [the Site or App](#) in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

## **Indemnification**

You agree to indemnify, defend and hold harmless Luxe Clare, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site and App or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Luxe Clare reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Luxe Clare in asserting any available defenses.

## **Arbitration**

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

## **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Luxe Clare agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

## **Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. LUXE CLARE STAFFING AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

LUXE CLARE STAFFING AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. LUXE CLARE STAFFING AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LUXE CLARE STAFFING AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF LUXE CLARE STAFFING OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

## **Limitation of Liability**

Luxe Clare is not liable, and you agree not to hold us responsible, for any damages or losses arising out of or in connection with the Terms and Conditions, including, but not limited to:

- Your use of or your inability to use our Site or App;
- Delays or disruptions in our Site or App;
- Viruses or other malicious software obtained by accessing, or linking to, our Site or App;
- Glitches, bugs, errors, or inaccuracies of any kind in our Site or App;
- Damage to your hardware device from the use of the Site or App;
- The content, actions, or inactions of third parties' use of the Site or App;
- Reviews, ratings, suspensions, deactivation, or other action taken with respect to your Account;
- Your reliance on the quality, accuracy, or reliability of job postings, User Profiles, ratings, recommendations, and feedback (including their content, order, and display), Composite Information, or metrics found on, used on, or made available through the Site or App; and
- Your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to the Terms and Conditions.

### **Termination/Access Restriction**

Luxe Clare reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Illinois and you hereby consent to the exclusive jurisdiction and venue of courts in Illinois in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Luxe Clare as a result of this agreement or use of the Site and App. Luxe Clare's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Luxe Clare's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site and App or information provided to or gathered by Luxe Clare with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Luxe Clare with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Luxe Clare with respect to the Site and App. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally

generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Unless both you and Luxe Clare expressly agree otherwise in writing, either of us may terminate these Terms and Conditions in our sole discretion, at any time, without explanation, upon written notice to the other, except as otherwise provided herein. In the event you properly terminate these Terms and Conditions, your right to use the Site and App will be automatically revoked, and your Account will be permanently deactivated. You understand and acknowledge that termination of these Terms and Conditions (or attempt to terminate these Terms and Conditions) does not terminate or otherwise impact any obligation to pay outstanding fees. You will continue to be obligated to pay any amounts accrued but unpaid as of the date of termination or as of the closure of any open invoice, whichever is later, to Luxe Clare for any App or such other amounts owed under the Terms and Conditions.

Without limiting Luxe Clare's other rights or remedies, we may, but are not obligated to, temporarily or indefinitely revoke or limit access to the Site or App, deny your registration, or permanently revoke your access to the Site and App and refuse to provide any or all App to you if: (i) you breach the letter or spirit of any terms and conditions of these Terms and Conditions or any other provisions of the Terms and Conditions; (ii) we suspect or become aware that you have provided false or misleading information to us; (iii) we believe, in our sole discretion, that your actions may cause legal liability for you, our Users, or Luxe Clare or our affiliates; may be contrary to the interests of the Site or App; or may involve illicit or illegal activity; or (iv) we are required to by law, legal process, or law enforcement. If your Account is deactivated, you may not use the Site or App under the same Account or a different Account or re-register under a new Account without Luxe Clare's prior written consent. If you attempt to use the Site or App under a different Account, we reserve the right to reclaim available funds in that Account and/or use an available payment method to pay for any amounts owed by you to the extent permitted by applicable law.

You acknowledge and agree that the value, reputation, and goodwill of the Site and App depend on transparency of a User's Account status to all Users, including both yourself and other Users.

## **Changes to Terms**

Luxe Clare reserves the right, in its sole discretion, to change the Terms under which [the Site or App](#) is offered. The most current version of the Terms will supersede all previous versions. Luxe Clare encourages you to periodically review the Terms to stay informed of our updates.

These Terms and Conditions set forth the entire agreement and understanding between you and Luxe Clare relating to the subject matter hereof and cancel and supersede any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between you and us, written or oral, to the extent they relate in any way to the subject matter hereof. The section headings in the Terms and Conditions are included for ease of reference only and have no binding effect. Even though Luxe Clare drafted the Terms and Conditions, you represent that you had ample time to review and decide whether to agree to the Terms and Conditions. If an ambiguity or question of intent or interpretation of the Terms and Conditions arises, no presumption or burden of proof will arise favoring or disfavoring you or Luxe Clare because of the authorship of any provision of the Terms and Conditions.

The parties to these Terms and Conditions will not be responsible for the failure to perform, or any delay in performance of, any obligation hereunder for a reasonable period due to labor disturbances, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions,

blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other conditions beyond the reasonable control of such party.

### **Contact Us**

Luxe Clare welcomes your questions or comments regarding the Terms:

Luxe Clare Staffing

P.O. Box 9108

Naperville, Illinois 60567

Email Address:

[support@luxecclare.com](mailto:support@luxecclare.com)

Telephone number:

[8884040461](tel:8884040461)