### **Terms of Service for Partners**

Last Updated: October 4, 2025

These Terms of Service for Partners ("Partner Terms") govern your use of the Services as an employer, recruiter, or organization posting opportunities or otherwise engaging with Owesa as a Partner. These Partner Terms supplement the Owesa Terms of Service (the "Terms"), which apply to all Members. In the event of a conflict, these Partner Terms control with respect to your activities as a Partner.

By creating a Partner account, purchasing credits, or posting opportunities on Owesa, you agree to these Partner Terms.

#### 1. Definitions

- Members: Individuals who create accounts on Owesa for personal and professional use.
- **Partners**: Owesa Members who are employers, recruiters, or organizations and use Owesa for hiring, recruiting, or promotional purposes.
- Users: Collectively refers to both Members and Partners.
- **Services**: Owesa's professional networking and talent ecosystem including its website, applications, and related products and features.

# 2. Partner Eligibility

To act as a Partner, you must be legally authorized to represent your organization and to enter into binding contracts on its behalf. By creating a Partner account, you represent and warrant that:

- The information you provide about your organization is accurate and current.
- You have the authority to bind your organization to these Partner Terms.

### 3. Account Creation and Responsibilities

Partners must create an account to access Partner Services. You are responsible for:

- Maintaining the accuracy of your company profile information.
- Ensuring your postings comply with applicable laws and regulations.
- Securing account credentials and restricting access to authorized personnel only.

### 4. Community Guidelines

Partners must comply with the **Community Guidelines**, which are incorporated into these Partner Terms by reference. Violations of the Guidelines may result in suspension or termination of your Partner account.

#### 5. Services for Partners

Owesa provides digital services that allow Partners to engage with Members and promote opportunities. These Services may include the ability to create company profiles, post opportunities, and interact with Members. Owesa may change, suspend, or discontinue Partner Services at its sole discretion.

#### 6. Credits and Sales

- **Purchases**: Partners may purchase credits or other digital products and services offered through the Services ("Purchases").
- **Redemption**: Credits may be redeemed for Partner Services, which may include the posting of opportunities, promotional tools, or other business-facing features.
- No Cash Value: Credits have no cash value, are non-transferable, and may only be redeemed within the Services.
- **Final Sales**: All Purchases are final and non-refundable except where required by applicable law.
- Payment Processing: Payments are processed by third-party providers. Owesa does not store full payment card information.
- Taxes: Partners are responsible for any applicable taxes.
- Modifications: Owesa may change, suspend, or discontinue any product or service offered for purchase at its sole discretion.

Owesa may, in its sole discretion, issue refunds or credits in specific cases to comply with local consumer protection laws.

### 7. Partner Content and License

Partners retain ownership of all content provided to the Services, including company information and opportunity postings ("Partner Content"). By submitting Partner Content, you grant Owesa a worldwide, non-exclusive, royalty-free license to host, store, reproduce, distribute, display, and otherwise use such content for the purpose of providing and improving the Services. Owesa may display, promote, or recommend Partner Content within the Services or in marketing materials to increase its visibility to Members.

You represent and warrant that:

- Your Partner Content is accurate, lawful, and does not infringe third-party rights.
- Your opportunity postings comply with applicable employment, labor, and antidiscrimination laws.
- You are solely responsible for your Partner Content and any consequences of posting it.

#### 8. Prohibited Conduct

Partners agree not to:

Post false, misleading, discriminatory, or fraudulent opportunities.

- Harass, threaten, or abuse Members.
- Use the Services to collect personal data unlawfully or without consent.
- Sell, transfer, or sublicense access to the Services.
- Interfere with the operation of the Services or Owesa's systems.

Owesa reserves the right to investigate violations and take appropriate action, including account suspension, termination, or removal of Partner Content.

# 9. Intellectual Property

The Services, including all content, software, branding, and trademarks, are owned by Owesa, Inc. or its licensors. Except as expressly permitted, Partners may not copy, distribute, modify, or create derivative works from the Services.

# 10. Termination and Suspension

Owesa may suspend or terminate your Partner account at any time, with or without notice, if you breach these Partner Terms, the Member Terms, or the Community Guidelines. You may close your Partner account at any time by following the instructions within the Services.

#### 11. Disclaimers

The Services are provided on an "as is" and "as available" basis. Owesa disclaims all warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement. Owesa does not guarantee that the Services will be uninterrupted, error-free, or secure.

# 12. Limitation of Liability

To the fullest extent permitted by law, Owesa shall not be liable for any indirect, incidental, consequential, or punitive damages arising out of or related to your use of the Services. In no event shall Owesa's total liability exceed the greater of (i) \$100 or (ii) the amount you paid to Owesa in the twelve months preceding the claim.

#### 13. Indemnification

You agree to indemnify, defend, and hold harmless Owesa, Inc., its officers, directors, employees, and affiliates from and against any claims, liabilities, damages, losses, or expenses arising out of or related to your Partner Content, your use of the Services, or your violation of these Partner Terms.

### 14. Changes to Partner Terms

Owesa may revise these Partner Terms from time to time. The "Last Updated" date at the top indicates when changes were last made. If material changes occur, we will notify you by posting a notice on the platform or by email. Continued use of the Services after changes take effect constitutes your acceptance of the revised Partner Terms.

# 15. Arbitration and Governing Law

# **Arbitration Agreement**

You and Owesa agree that any dispute, claim, or controversy arising out of or relating to these Partner Terms or the Services shall be resolved by binding arbitration, rather than in court, except that either party may (a) bring an individual claim in small claims court if eligible, or (b) seek injunctive relief to protect intellectual property rights.

### Rules

Arbitration will be conducted by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and, where applicable, the AAA Consumer Arbitration Rules. Judgment on the arbitration award may be entered in any court of competent jurisdiction.

#### **Class Action Waiver**

You and Owesa agree that disputes will be resolved only on an individual basis and not in a class, collective, consolidated, or representative proceeding.

# **Opt-Out**

You may opt out of this arbitration agreement within thirty (30) days of accepting these Partner Terms by sending written notice to:

# Owesa, Inc.

Attn: Legal Department

6650 Rivers Ave Ste 105 PMB 860737

North Charleston, SC 29406-4829

Email: hello@owesa.com

Your notice must include your name, organization, the email associated with your account, and a clear statement that you wish to opt out of arbitration.

### **Governing Law & Venue**

These Partner Terms are governed by the laws of the State of South Carolina, USA, without regard to its conflict of law provisions. Any arbitration or court proceeding (where permitted) will take place in Charleston County, South Carolina, USA.

#### 16. Miscellaneous

- Entire Agreement: These Partner Terms, together with the Terms, Privacy Policy, Cookie Policy, and Community Guidelines, constitute the entire agreement between you and Owesa with respect to your use of the Services as a Partner.
- **Severability**: If any provision of these Partner Terms is found unenforceable, the remaining provisions will remain in full effect.

 Waiver: Failure by Owesa to enforce any right or provision shall not constitute a waiver.

### 17. Contact Information

If you have questions about these Partner Terms, please contact us at:

Owesa, Inc.

6650 Rivers Ave Ste 105 PMB 860737

North Charleston, SC 29406-4829

Email: hello@owesa.com

# 18. Revision History

Owesa may update these Partner Terms from time to time. The table below summarizes material revisions.

Date	Revision Summary
October 4, 2025	Initial publication of Partner Terms.
	[Placeholder for future changes]