Introduction to our terms of use

Last updated: Effective on December 22, 2025

LGC Hospitality Staffing utilizes StaffNow as its staffing software. This software is powered by and licensed through 24/7.

24/7 Services provide premier platforms, mobile Apps, and a social network for connecting individuals currently employed or those seeking employment in various industries ("Workers") as well as employers ("Clients"), vendors, business partners, contractors, prospects, and other people or entities using the Services (collectively, "Users"). For all purposes hereunder, the term "24/7" shall include 24/7's parents, subsidiaries, assigns, successors, and licensees. Use of the Services is void where prohibited.

PLEASE READ THE TERMS OF USE, OUR PRIVACY POLICY, AND OUR OTHER TERMS AND CONDITIONS VERY CAREFULLY BEFORE USING THE SERVICE AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, LIABILITIES, AND OBLIGATIONS.

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

NOTHING IN THESE TERMS OF USE IS INTENDED TO AFFECT YOUR RIGHTS UNDER THE LAW IN YOUR USUAL PLACE OF RESIDENCE. IF THERE IS A CONFLICT BETWEEN THOSE RIGHTS AND THESE TERMS OF USE, YOUR RIGHTS UNDER APPLICABLE LOCAL LAW WILL PREVAIL.

MOBILE INFORMATION WILL NOT BE SHARED WITH THIRD PARTIES/AFFILIATES FOR MARKETING/ PROMOTIONAL PURPOSES. ALL THE ABOVE CATEGORIES EXCLUDE TEXT MESSAGING ORIGINATOR OPT-IN DATA AND CONSENT; THIS INFORMATION WILL NOT BE SHARED WITH ANY THIRD PARTIES.

Purpose of SMS notifications

Our SMS notifications are designed to:

- Remind you of your job opportunities.
- Inform you of interview scheduling and confirmations, and other essential updates regarding your employment related to **LGC Associates, LLC d/b/a LGC Hospitality.**

Opt-In and Consent

By providing your phone number and opting into our SMS notifications, you confirm that you are the owner or authorized user of the phone number provided. You consent to receive recurring automated text messages (SMS, MMS) from us regarding your job opportunities and other important notifications. Consent is not required to make any purchase from us. Message frequency may vary, but you can generally expect to receive between 1-5 messages per week.

Opt-Out Instructions

Your consent to receive automated texts is entirely voluntary. You may opt-out at any time:

- To stop receiving messages, reply "STOP", to any SMS message from us.
- You may also email us at **info@lgcassociates.com** with your opt-out request. After you opt out, you will receive a final confirmation message, and no further messages will be sent to your number unless you re-enroll.

Help and Support

If you are experiencing issues with our SMS notifications or need assistance, you can:

- Reply with the keyword "HELP" to any message.
- Email us directly at **info@lgcassociates.com.**

Message and Data Rates

Standard message and data rates may apply for any messages sent to you from us and from you to us. Please consult your mobile service provider for details regarding your text plan or data rates.

Contact Information

If you have any questions or concerns about these Terms and Conditions or our privacy practices, please contact us at:

- **Email:** info@lgcassociates.com
- Phone: 317-991-1925
- Mailing Address: 8200 Haverstick Rd #102 Indianapolis, IN 46240

Eligibility

You, as a user of the Services represent and warrant that you are at least eighteen (18) years of age, that you have never been convicted of a felony, and that you have the right, authority, and capacity to enter into this agreement and comply with all terms and conditions of the Terms of Use. We make an effort to advertise to individuals who are at least eighteen (18) years of age or older and will not knowingly collect any information from children under the age of thirteen (13). We are not responsible for any misrepresentations related to user's age and reserve the right to terminate the account of any user whom we believe has provided false information to us or any other users.

SERVICES ARE NOT DIRECTED TO, AND NOT INTENDED FOR THE USE OF, CHILDREN UNDER THE AGE OF 13. IF YOU ARE UNDER THE AGE OF 13, DO NOT REGISTER OR SUBMIT ANY PERSONAL INFORMATION TO THE SERVICE.

Users and Subscription

Only User: You hereby agree that you will be the sole user of your account, that no other individuals are authorized to use your account, and that you are responsible for all use of your account and activity thereon. You agree to contact 24/7 immediately upon discovering or suspecting unauthorized use of your account.

Information Provided by Users: It is the responsibility of users to provide accurate, timely, updated and complete information to us when creating an account and using the Services and we are not responsible for any claims or disputes related to any incomplete, inaccurate or untimely information provided by you to us.

Content Posted By You: As to any content, information or materials you provide to the Services, you represent and warrant that you have the right to use and share such content, information or materials on the Services. You hereby irrevocably grant to LGC and its affiliates, advertisers, promoters, or distribution partners a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, sub-licensable, and transferable (in whole or part) license to all copyrights, trademarks, patents, trade secrets, privacy and publicity rights, and other intellectual property rights you own or control to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify, create derivative works based upon, perform and otherwise exploit any content, information or materials provided in any way by you to us and hereby agree that we and our affiliates, advertisers, promoters, or distribution partners may use such content as determined to be appropriate our sole discretion, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity. You, as a user, are solely responsible for all content you share, provide, produce, display, publish, or disseminate to other users whether such action was taken by you or by LGC, with your express authorization. We reserve the right to delete any such content that, in the sole discretion of LGC, violates these Terms of Use or which may fall under the Prohibited Activities below. You expressly authorize us to use, forward, or post your profile and/or resume on other social media and internet platforms, sites or services.

Prohibited Activities: In the interest of maintaining your integrity and the integrity of the Services, please do not:

- Share, provide, produce, display, publish or disseminate to others content that:
    - Is defamatory, abusive, obscene, profane, objectionable, offensive, libelous, sexually oriented, threatening, harassing, or racially offensive;
    - Is illegal or infringes or violates another user's rights, promotes illegal activity including copying the copyrighted works of another user, or provides instructional information about illegal activities
    - Is inaccurate, false, out-of-date or misleading, including profile images that are not your likeness or misrepresenting your current or previous employment and qualifications;
    - Is harmful or threatening to the safety of users;
    - Promotes racism, bigotry, hatred or physical harm against any individual or group of individuals;
    - Consists of "junk mail," "chain letters," or "spamming";
    - Contains any restricted, password only, or hidden pages or images;
    - Contains any material targeted at individuals under the age of eighteen (18), including material that exploits such individuals in a sexual or violent manner or solicits personal information from them;
    - Requests passwords, account information, or personally identifying information for any commercial or unlawful purposes from another user; and
    - Engages in commercial activities and/or sales without 24/7's prior written consent including, but not limited to, contests, sweepstakes, bartering, advertising and pyramid schemes.
- Impersonate another user or entity or create an account for anyone other than a natural person;
- Harass others in any way, including stalking;
- Expressly state or imply that any statements you or others make are endorsed by LGC unless you have the prior written consent of LGC;
- Use any software, application, program, device or process, including the use of any robot or spider, to gather, catalog, or in any way duplicate or circumvent the structure or appearance of the Services;
- Post, distribute, duplicate, infringe, remove, or otherwise use any copyrighted materials, trademarks, brands, logos or other proprietary information or notices without obtaining the prior written consent of the owner of such rights;
- Disrupt or interfere in any way with the Services or any of the servers or networks connected to the Services;

- Utilize or copy any information or content to provide any service that is competitive, in LGC's sole discretion, with LGC or access the Services for any competitive purpose including monitoring availability, performance or functionality;
- Share, provide, produce, display, publish or disseminate to others any material that contains any sort of virus or any files or programs that are designed to disrupt, destroy or reduce the functionality of the Services or any software, hardware, and/or equipment related to it;
- Share any non-user information without such non-user's express permission;
- Disguise the origin of any information transmitted via the Services;
- Direct any person to the Services by using meta tags, code, or any other devices including any reference to the Services to for any reason whatsoever;
- Remove, cover or otherwise obscure any form of advertisement included on the Services;
- "frame" or "mirror" any part of the Services without our prior written authorization;
- Alter, adapt, sublicense, translate, sell, reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for any portion of the Services or any other software used on or for the Services; and/or
- Override or attempt to override any security component on the Services.

You agree to immediately report to LGC any suspected misconduct or false information provided by other users of the Services.

LGC reserves the right to investigate and take legal action against anyone who violates the above provisions including, without limitation, the right to suspend or terminate the account of any such violators. The above list is not all inclusive as to activities for which an account may be suspended or terminated.

No Joint Venture or Agency: Simply by virtue of using the 24/7 Services, 24/7 does not serve as an employer of any user or any employers using the Services and users are in no way legally affiliated with 24/7 other than as expressly described by the Terms of Use and applicable employment Account Security: At the time a user creates an account, he/she will be required to create a password for such account. You are responsible for a) maintaining the security of your password, b) all activity occurring on your account, c) logging out of your account at the end of each session, whether on a personal or public device, and d) notifying 24/7 of any actual or suspected unauthorized use of your account. Please use enhanced caution whenever accessing your account from a public computer.

No Joint Venture or Agency: Simply by virtue of using the 24/7 Service, users are not employees, independent contractors, or creating any other agency relationship with 24/7. You agree that if 24/7 intends to create an independent contractor relationship, partnership, joint venture, employer-employee, franchise relationship or any other agency relationship of any kind the parties will enter into a written agreement. 24/7 expressly disclaims any liability arising between users of the Services.

Interactions with Other Users

Interaction between users: You are solely responsible for all interactions with other users. Businesses, Workers, and all users agree to make their own decisions regarding persons they employ, and work (gigs), job positions, campaigns, events or projects they claim. Users represent, understand and expressly agree that 24/7 does not have any liability for or control over any user's authenticity, integrity, abilities or responsibility online or onsite in the workplace. Additionally, all users expressly agree not to hold 24/7 or its officers, directors, agents, investors, and employees liable for any damage, suits, claims, disputes or controversies whatsoever arising from any relationship developed on or in connection with the Services.

Public Areas: Users are prohibited from using the Services to share or receive any content that is inappropriate

or offensive to other users, as determined by LGC and/or 24/7 in our sole discretion. You hereby agree not to: i) in any way distribute or disseminate profane, offensive, obscene, infringing or unlawful material or information; ii) use the Services in violation of any local, state, national or international law; iii) slander, abuse, threaten, harass or otherwise violate any legal rights of others; iv) upload any files to the Services that violate the legal rights (including intellectual property, privacy, publicity rights) of any third party or contain any viruses or may damage the Services or any user's system in any way; v) download any file that you know, or reasonably should know, cannot be legally distributed or disseminated through the Services; vi) advertise, sell, or offer to sell any goods or services on the Services for any purpose which is not relevant to the services offered by LGC and/or 24/7 including conducting or forwarding any surveys, contests, etc.; vii) impersonate another user or allow another individual to use your account in any way; viii) "spam" (e.g., post the same note, message, or information repeatedly); or ix) in any way prevent other users from using and enjoying and/or benefitting from the Services. You agree LGC and/or 24/7 is not responsible for the misuse or misappropriation of any content or information you provide to the Services, such as posts in any publicly viewable area of the Services, your profile, or reviews.

YOUR RIGHTS

Unless you breach the Terms of Use, we hereby grant you a limited, revocable license and right to access, view information on, and make personal use of the Services for its intended purpose. You may not assign or sublicense such license or rights without prior express permission from us in a signed writing. Any violation of the Terms of Use, any other policy or our general purpose and mission is strictly prohibited. All rights not expressly granted in these Terms of Use are expressly reserved by LGC without limitation.

INTELLECTUAL PROPERTY RIGHTS

24/7 owns and retains all intellectual property and other proprietary rights throughout the world in the Services. All such intellectual property and other proprietary rights, including any software, text, typefaces, graphics, layouts, content, data, formatting, designs, HTML, graphs, photographs, videos, designs, sounds, images, look and feel, and other content on the Services, and the coordination, selection, arrangement and enhancement of any such materials as a collective work under the United States Copyright Act, as amended, is owned by or licensed to 24/7. You agree 24/7 owns and retains all such rights that are protected in all forms and through all media and technologies now known or hereinafter developed. Users are prohibited from copying, downloading, using, redesigning, reconfiguring, or retransmitting any of these rights without 24/7's prior express permission in a signed writing, unless such use falls under an exception. Users are prohibited from posting, sending, sharing, or distributing any 24/7 materials or content that they do not own or have permission to use. In addition to the termination of your account, violation of this policy may result in copyright, trademark, patent or other intellectual property rights violations and liability, and civil or criminal penalties. The Services contains materials protected by the domestic and international laws of copyrights, trademarks, patents, and other proprietary rights and laws and any use of such materials is expressly prohibited without the prior signed written permission of 24/7 or the relevant right holder or as otherwise permitted herein.

NOTICE OF TRADEMARK RIGHTS

Users may not copy or use any of the LGC and/or 24/7 service marks, trademarks, trade names or logos without the prior express permission of LGC and/or 24/7 in a signed writing. You

acknowledge LGC's and/or 24/7's rights and the rights of third parties with respect to the

foregoing.