

## **Career Actions Website Terms of Use**

PLEASE READ THESE CAREER ACTIONS WEBSITE TERMS OF USE (“TERMS”) CAREFULLY BEFORE USING THIS WEBSITE (“WEBSITE”). CAREER ACTIONS AND ITS AFFILIATES (COLLECTIVELY, “CAREER ACTIONS”) PROVIDE THIS WEBSITE TO YOU, YOUR EMPLOYEES, AGENTS AND CONTRACTORS, AND ANY OTHER ENTITY ON WHOSE BEHALF YOU ACCEPT THESE TERMS (COLLECTIVELY, “YOU”) SUBJECT TO THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS WEBSITE IN ANY MANNER.

On this Website Career Actions may make available to You a wide range of: (i) information, downloads, documents, communications, files, text, photographs, graphics, music, video, messages, software, products, tools, and publications (collectively, “Content”); and (ii) e-mail services, bulletin board services, chat areas, news groups, forums, communities, job posting, resume database and/or other message or communication facilities designed to enable You to communicate with others (collectively, “Services”). By clicking the “I Accept” button or by accessing this Website in any way (including, without limitation, browsing the Website), using any Content, using any Services, downloading or uploading any materials, and/or placing an order for products or services, You agree to and are bound by the terms of use described in these Terms. If You are using the Website on behalf of Your employer, You represent and warrant that You are authorized to accept these Terms on Your employer’s behalf, and that Your employer agrees to indemnify Career Actions for violations of these Terms.

These Terms constitute the entire agreement between You and Career Actions and govern Your use of the Website, and supersede any and all prior agreements, written or oral, between You and Career Actions regarding the subject matter of these Terms (including, without limitation, any prior versions of these Terms). These Terms incorporate by reference Career Actions’ Privacy Policy found at [www.careeractions.org](http://www.careeractions.org). Portions of the Services may be governed by posted guidelines, rules or other terms and conditions. All such guidelines, rules and terms and conditions are hereby incorporated by reference into these Terms. In the event of a conflict between these Terms and such other guidelines, rules and terms and conditions, these Terms will control. Notwithstanding the foregoing, Career Actions’ Privacy Policy, discussed in the Privacy and Personal Information section below, supersede any conflicting terms in these Terms or any other guidelines, rules and terms and conditions regarding the subject matter covered by the Privacy Policy.

You may also be subject to additional terms and conditions that may apply when You use other Career Actions services, third-party content or third-party software.

### **1. YOUR CONDUCT AND USE OF THE WEBSITE**

Unless otherwise expressly provided in these Terms, the Content and Services on this Website are for Your personal, informational, and non-commercial use, and You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any such Content or Services without prior written permission from Career Actions.

This Website is intended solely for users who are 18 years of age or older. Any registration by, use of, or access to the Website by anyone under 18 is unauthorized, unlicensed and in violation of these Terms. By using the Website, You represent and warrant that You are 18 or older, and that You agree to abide by all of the terms and conditions of these Terms.

As a condition of Your use of the Website, You agree that You will not use the Website for any purpose that is unlawful or contrary to these Terms. You may not use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You may not attempt to gain unauthorized access to any account, computer systems or networks associated with the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

Career Actions has no obligation to monitor the Services, including any user Content. However, Career Actions reserves the right to review materials posted to the Services and to remove and/or edit any materials in its sole discretion. Career Actions is not involved with and does not monitor Your communications with other users. You acknowledge that there are risks associated with communicating with other users on the Website. We do not authenticate users on the Website, therefore users may not be who they claim to be. You assume all risks of dealing with other users on the Website and release Career Actions from any claims, suits, demands, losses or damages of any kind arising from a dispute between You and other users. If You are a resident of California, You hereby waive Your rights under California Civil Code Section 1542, which states "a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

You agree to use the Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Service and for lawful purposes.

You agree that You will not use the Website or the Services to:

- pretend to be Career Actions or someone else, or spoof Career Actions' or someone else's identity;
- transmit spam;
- forge headers or otherwise manipulate identifiers (including URLs) in order to disguise the origin of any Content transmitted through the Services;
- misrepresent Your affiliation with a person or entity;
- engage in activities that would violate any fiduciary relationship, any applicable local, state, national or international law, or any regulations having the force of law, including but not limited to attempting to compromise the security of any networked account or website, operating an illegal lottery or gambling operation, stalking, or making threats of harm;
- disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users' ability to use the Website;
- upload, post, transmit, share, store or otherwise make available any pictures, graphics or videos other than those of a personal nature that are of You or of persons whose image You are authorized to post;

- upload, post, transmit, share, store or otherwise make publicly available on the Website any private information of any third party, including, addresses, phone numbers, email addresses, social security numbers and credit card numbers; or
- solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes.

You agree that Career Actions would be irreparably harmed by the use, by You or others, of the Website or the Services in connection with the transmission of spam newsgroup postings in violation of these Terms, and that Career Actions is entitled to obtain injunctive relief against any such transmission (in addition to all other remedies available at law or in equity). Career Actions reserves the right to block, filter or delete unsolicited e-mail.

You have sole responsibility for adequate protection and backup of Content of any type or equipment You use in connection with the Website. The costs of any such equipment will be borne solely by You.

Career Actions reserves the right at all times to disclose any information as Career Actions deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Career Actions' sole discretion.

You understand that by using the Website, You may be exposed to Content from others that is offensive, indecent or objectionable.

The Service may include certain services that are available via Your mobile phone (the "Mobile Services"). Your carrier's normal messaging, data and other rates and fees will apply when You access and use the Mobile Services. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by Your carrier, and not all Mobile Services may work with all carriers or devices. In the event You change or deactivate Your mobile telephone number, You agree to promptly update Your Career Actions account information to ensure that Your messages are not sent to the person that acquires Your old number.

## 2. USER ACCOUNTS

As a user on the Website, You will represent Yourself accurately and truthfully at all times. You grant Career Actions the right to independently verify any information that You post on the Website about Yourself, although Career Actions does not routinely undertake any verification and does not have the obligation to do so. Career Actions reserves the right to constitute classes of users of the Website, granting access to certain areas of the Website only to certain users.

For Services on the Website that require You to open an account, You must complete the registration process by providing us with true, current, complete and accurate information as prompted by the applicable registration form, and You will maintain and promptly update such information to keep it true, current, complete and accurate. During the registration process, You must also choose a user name and password. You are responsible for maintaining the

confidentiality of any password(s) You are given to access any part of the Website. You are entirely responsible for any and all activities that occur under Your account, and agree to notify Career Actions immediately of any unauthorized use of Your account or any other breach of security. Career Actions will not be liable for any loss that You may incur as a result of someone else using Your password or account, either with or without Your knowledge. However, You may be responsible for losses incurred by Career Actions or any other party due to someone else using Your account or password. You may not use anyone else's account at any time, without the permission of the account holder. If You provide any information that is false, inaccurate, not current, or incomplete, or Career Actions has reasonable grounds to suspect that such information is false, inaccurate, not current, or incomplete, Career Actions may suspend or terminate Your account and refuse any and all current or future use of the Services or any portion thereof.

### 3. FEES

Use of the Website or access to certain Services provided through the Website may be subject to fees specified by Career Actions from time to time. Such fees, and the Services associated with such fees, will be set forth on the Website. For example, different levels of Services providing You with increased levels of data storage or functionality require payment of fees. All fees must be paid in the manner(s) specified by Career Actions from time to time. All fees are non-refundable.

### 4. CONTENT YOU SUBMIT

You are solely responsible for all Content that You upload, post or otherwise transmit via the Website or the Services. You agree not to upload, post or otherwise transmit via the Website or the Services Content that: (a) includes unauthorized disclosure of personal information; (b) is inaccurate, harmful, obscene, pornographic, defamatory, racist, violent, offensive, harassing, or otherwise objectionable to Career Actions or other users of the Website; (c) is hateful or is discriminatory based on race, color, sex, religion, nationality or ethnic or national origin, marital status, disability, sexual orientation, or age; (d) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or (e) violates or infringes anyone's intellectual property rights.

Always use caution when giving out any personally identifiable information about or pictures or videos of Yourself or others in any Services. Career Actions does not control or endorse the content, messages or information found in any Services and, therefore, Career Actions specifically disclaims any liability with regard to the Services and any actions resulting from Your participation in any Services.

Career Actions does not claim ownership of the Content You place on the Website and has no obligation of any kind with respect to such Content. Career Actions will be free to use or disseminate any Content You make available on publicly accessible areas of the Website on an unrestricted basis for any purpose, and You hereby grant Career Actions and all other users of the Website an irrevocable, perpetual, worldwide, transferable, sublicensable (through multiple tiers of sublicensees), royalty-free, fully paid up, nonexclusive license to use, reproduce, modify,

distribute, transmit, display, perform, adapt, resell, publish and otherwise exploit such Content (including in digital form) alone or as part of other works in any form, media, or technology whether now known or hereafter developed. You represent and warrant that You have proper authorization for the worldwide transfer and processing among Career Actions, its affiliates, and third-party providers of any Content that You may provide on the Website.

Please remember that any information and Content (including photos and videos) that is disclosed in public forums on the Website becomes public information and that information and Content posted to shared sites also may be subject to public disclosure. You should exercise caution when deciding to disclose Your personal information and other Content.

**CAREER ACTIONS WILL TREAT ANY MESSAGE BOARD POSTINGS, FEEDBACK, EMAILS OR SUGGESTIONS YOU PROVIDE TO US AS NON-CONFIDENTIAL AND NON-PROPRIETARY. YOUR NAME WILL BE AVAILABLE TO AND VIEWABLE BY ANYONE USING THE WORLD WIDE WEB AND/OR USING A SEARCH ENGINE.**

No compensation will be paid with respect to the use of Your Content that You make available on publicly accessible or shared access areas of the Website. Career Actions is under no obligation to post or use any Content You may provide in publicly available areas of the Website and Career Actions may remove any such Content at any time in its sole discretion.

By placing any Content on the Website You represent and warrant that: (a) You are the copyright owner of such Content, or that the copyright owner of such Content has granted You permission to use such Content consistent with the manner and purpose of Your use and as otherwise permitted by these Terms and the Website; (b) You have the rights necessary to grant the licenses and sublicenses described in these Terms; and (c) that each person depicted in such Content, if any, has provided all required consent to the use the Content as set forth in these Terms, including, by way of example, and not as a limitation, the distribution, public display and reproduction of such Content.

This section is not applicable to any personally identifiable information that You provide in connection with Your registration for the Services. For terms and conditions governing the use of such information and for more information on how the Services work, please refer to the Privacy Policy.

Unless Career Actions has entered into a separate written agreement with You that explicitly states to the contrary, You agree that any information, feedback, questions, comments or the like that You provide to Career Actions in connection with this Website or the Services (“Submissions”) will be deemed to be provided to Career Actions on a non-confidential and non-proprietary basis and will become and remain the property of Career Actions. Career Actions has no obligations of any kind with respect to any Submissions and is free to reproduce, use, disclose and/or distribute any Submissions for any purpose whatsoever, without limitation. You also agree that Career Actions is free to use any ideas, concepts or techniques embodied in the Submissions for any purpose whatsoever, including, without limitation, developing, manufacturing, and marketing products or services incorporating such ideas, concepts, or techniques.

NEITHER CAREER ACTIONS NOR ANY OF ITS EMPLOYEES ACCEPT OR CONSIDER UNSOLICITED IDEAS, INCLUDING IDEAS FOR NEW ADVERTISING CAMPAIGNS, NEW PROMOTIONS, NEW PRODUCTS OR TECHNOLOGIES, PROCESSES, MATERIALS, MARKETING PLANS OR NEW PRODUCT NAMES. THE SOLE PURPOSE OF THIS POLICY IS TO AVOID POTENTIAL MISUNDERSTANDINGS OR DISPUTES WHEN CAREER ACTIONS' PRODUCTS OR MARKETING STRATEGIES MIGHT SEEM SIMILAR TO IDEAS SUBMITTED TO CAREER ACTIONS. PLEASE DO NOT SEND YOUR UNSOLICITED IDEAS TO CAREER ACTIONS OR ANYONE AT CAREER ACTIONS. IF, DESPITE OUR REQUEST THAT YOU NOT SEND US YOUR IDEAS AND MATERIALS, YOU STILL SEND THEM, PLEASE UNDERSTAND THAT CAREER ACTIONS MAKES NO ASSURANCES THAT YOUR IDEAS AND MATERIALS WILL BE TREATED AS CONFIDENTIAL OR PROPRIETARY.

You agree to indemnify, defend and hold Career Actions, and its subsidiaries, affiliates, officers, managers, members, agents, co-branders, partners, licensors, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party relating to or arising out of Your Content, Your use of the Website, including any use by Your employees, Your connection to the Website, Your violation of the Terms, or Your violation of any rights of another.

## 5. NOTICES; MODIFICATION OF TERMS AND/OR SERVICES

Career Actions may provide notice to You via email, regular mail, or posting notices or links to notices on the Website. Career Actions reserves the right at any time to modify, suspend or terminate the Services (or any part thereof), Your use of or access to them, or both, with or without notice. Career Actions will not be liable to You or any third party for any modification, suspension, or termination of the Website or Services or loss of related information.

Career Actions may wish to update or change the terms, conditions, and notices for the Website or the Services from time to time to reflect changes in the Website or the Services, changes in the laws affecting the Website or the Services, or for other reasons. You understand that Career Actions reserves the right to make these changes and that You are responsible for regularly reviewing these terms, conditions, and notices. Continued access to or use of the Website or the Services after any such change will constitute Your consent to such change. Unless explicitly stated otherwise, any new features that change or improve the Website or the Services will be subject to the Terms, as modified from time to time. No modification of the Terms will be binding on Career Actions unless posted by Career Actions, or unless in writing and signed by a person authorized to act on behalf of Career Actions.

## 6. CONTENT PROVIDED VIA THIRD PARTY LINKS

This Website may provide links to other websites by allowing the user to leave this website to access third-party material or by bringing the third-party material into this site via "inverse" hyperlinks and framing technology (each a "Linked Website"). Career Actions has no discretion to alter, update, or control the content on a Linked Website, and is not responsible if any Linked Website is not working appropriately. Career Actions is not responsible for webcasting or any

other form of transmission received from Linked Websites. Career Actions is providing these links to You as a convenience only, and Career Action's provision of a link to a website is not an endorsement, authorization, sponsorship, or affiliation with respect to such website, its owners, or its providers. There are inherent risks in using, retrieving, or relying upon any information found on the Internet, and You are responsible for understanding these risks before using, retrieving, or relying upon any such information from a Linked Website. You acknowledge and agree that Career Actions is not responsible for the availability of Linked Websites, and is not responsible or liable for any content, advertising, products, or other materials, on or available from Linked Websites. Career Actions will not be responsible or liable, directly or indirectly, for any actual or alleged damage or loss caused by or in connection with use of or reliance on any such content, goods or services available on or through any Linked Website.

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any use of Career Actions Trademarks by You will inure to Career Actions' sole benefit. You agree not to incorporate any Career Actions Trademarks into Your trademarks, service marks, company names, Internet addresses, domain names, or any other similar designations, for use on or in connection with computer or Internet-related products, services or technologies. Nothing in these Terms gives You the right to use any Career Actions Trademarks.

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## 8. DISCLAIMER OF WARRANTIES

YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK UNLESS EXPLICITLY STATED OTHERWISE. THE WEBSITE, INCLUDING THE SERVICES AND CONTENT, IS PROVIDED ON AN "AS IS" "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. CAREER ACTIONS DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. CAREER ACTIONS MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES AS TO THE USEFULNESS QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF THE WEBSITE OR SERVICES.

CAREER ACTIONS DOES NOT ENDORSE ANY EMPLOYER OR JOB SEEKER. CAREER ACTIONS DOES NOT ENDORSE OR VERIFY AND IS NOT RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY INFORMATION ABOUT ANY JOB SEEKER, EMPLOYER OR OTHER PERSON LISTED ON THE WEBSITE. CAREER ACTIONS DOES NOT SCREEN OR CENSOR ANY INFORMATION POSTED BY A USER. AS A RESULT, CAREER ACTIONS HAS NO CONTROL OVER USER CONTENT, THE QUALITY, SAFETY OR LEGALITY OF ANY JOBS OR RESUMES POSTED, THE TRUTH OR ACCURACY OF THE LISTINGS, USER INFORMATION, THE ABILITY OF EMPLOYERS TO OFFER JOB OPPORTUNITIES TO CANDIDATES OR THE ABILITY OF CANDIDATES TO FIND JOBS AND CAREER ACTIONS MAKES NO REPRESENTATIONS ABOUT ANY JOBS, RESUMES OR USER CONTENT. CAREER ACTIONS DOES NOT CONDUCT BACKGROUND CHECKS ON ANY USER (INCLUDING, WITHOUT LIMITATION, JOB SEEKERS, POTENTIAL EMPLOYERS OR ANY OTHER INDIVIDUAL) OR VERIFY EMPLOYMENT HISTORY, RESUMES, REFERENCES, EMPLOYMENT ELIGIBILITY OR ANY OTHER REQUIREMENT. YOU ARE SOLELY RESPONSIBLE FOR ANY RISKS ASSOCIATED WITH DEALING WITH OTHER USERS WITH WHOM YOU COME IN CONTACT WITH THROUGH THIS WEBSITE AND WE RECOMMEND THAT YOU CONDUCT YOUR OWN DUE DILIGENCE REGARDING OTHER USERS.

CAREER ACTIONS MAKES NO WARRANTY OR REPRESENTATION THAT: (a) THE WEBSITE OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE OF ANY VIRUSES, TROJAN HORSES OR WORMS; (b) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE OR ANY SERVICES WILL BE ACCURATE OR RELIABLE; (c) THE QUALITY OF ANY PRODUCTS, SERVICES, CONTENT, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED FROM THE WEBSITE WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS; OR (iv) ANY ERRORS IN THE WEBSITE WILL BE CORRECTED.

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE, YOU ASSUME ALL RISKS CONCERNING THE SUITABILITY AND ACCURACY OF THE INFORMATION WITHIN THE WEBSITE, CONTENT AND DOCUMENTS. THE WEBSITE, CONTENT AND DOCUMENTS MAY CONTAIN TECHNICAL INACCURACIES, TYPOGRAPHICAL ERRORS OR OMISSIONS. CAREER ACTIONS ASSUMES NO RESPONSIBILITY FOR AND DISCLAIMS ALL LIABILITY FOR ANY SUCH INACCURACIES, ERRORS OR OMISSIONS.

CAREER ACTIONS DOES NOT ENDORSE AND IS NOT RESPONSIBLE FOR (a) THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE THROUGH THE WEBSITE BY ANY PARTY, (b) ANY CONTENT PROVIDED ON LINKED WEBSITES, OR (c) THE CAPABILITIES OR RELIABILITY OF ANY PRODUCT OR SERVICE OBTAINED FROM A LINKED WEBSITE.

CAREER ACTIONS MAY MAKE CHANGES TO THE INFORMATION, SOFTWARE, SERVICES, CONTENT, DOCUMENTS, PUBLICATIONS, PRICES, TECHNICAL SPECIFICATIONS, PRODUCT OFFERINGS AND ANY OTHER INFORMATION AND MATERIALS ON THE WEBSITE AT ANY TIME AND WITHOUT NOTICE.

OTHER THAN AS REQUIRED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCE WILL CAREER ACTIONS BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A USER'S RELIANCE ON INFORMATION, PRODUCT OR SERVICE OBTAINED THROUGH THE WEBSITE OR A LINKED WEBSITE. IT IS THE RESPONSIBILITY OF THE USER TO EVALUATE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY OPINION, ADVICE, OR OTHER CONTENT AVAILABLE THROUGH THE WEBSITE, OR OBTAINED FROM A LINKED WEBSITE. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SPECIFIC OPINION, ADVICE, PRODUCT, SERVICE, OR OTHER CONTENT.

## 9. TERMINATION AND RESTRICTION OF YOUR ACCESS

Career Actions reserves the right, in its sole discretion, to terminate or suspend Your access to the Website or Services or any portion thereof at any time, for any reason, without notice.

Career Actions may also terminate or suspend Your access to the Services for inactivity, which is defined as failing to sign in to the Services for an extended period of time, as determined by Career Actions in its sole discretion. Upon termination of Your account, Your right to use the

Services immediately ceases and You remain liable for all payments and any other obligations You incurred through the date of termination for Your use of the Services or Website. In the event that this agreement is terminated for any reason, the rights and obligations which by their nature should survive will remain in full force and effect after termination of this agreement.

#### 10. LIMITATION OF LIABILITY

TO THE FULL EXTENT PERMITTED BY LAW, CAREER ACTIONS, ITS AFFILIATES, AND ANY OTHER OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS WILL NOT BE LIABLE, FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, ELECTRONICALLY TRANSMITTED ORDERS, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE, EVEN IF CAREER ACTIONS HAS PREVIOUSLY BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES, HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), INCLUDING WITHOUT LIMITATION DAMAGES DUE TO: (a) THE USE OF OR THE INABILITY TO USE THE WEBSITE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE WEBSITE; (c) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE, INCLUDING WITHOUT LIMITATION UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA, MALICIOUS OR CRIMINAL BEHAVIOR, OR FALSE OR FRAUDULENT TRANSACTIONS; OR (d) CONTENT OR INFORMATION YOU MAY DOWNLOAD, USE, MODIFY OR DISTRIBUTE.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, CAREER ACTIONS' AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF ITS LICENSORS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO \$100.

TO THE EXTENT THAT ANY JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PORTIONS OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

#### 11. PRIVACY AND PERSONAL INFORMATION

You consent to the collection, processing and storage by Career Actions of Your personal information in accordance with the terms of Career Actions' Privacy Policy, which is available at [www.careeractions.org](http://www.careeractions.org). You agree to comply with all applicable laws and regulations, and the terms of Career Actions' Privacy Policy, with respect to any access, use or submission by You of any personal information in connection with this Website.

#### 12. NOTICE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Career Actions will investigate notices of copyright infringement and take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("DMCA"). Pursuant to the DMCA, written notification of claimed copyright infringement must be submitted to the following Designated Agent for this Website:

Service provider(s):  
Career Actions

Name of agent designated to receive notification of claimed infringement:  
Career Actions

Attention: Al Hulvey

Full address of designated agent to which notification should be sent:  
296 Junipero Common, Fremont, CA

Telephone number of designated agent:  
650-248-3512

E-mail address of designated agent:  
ahulvey@careeractions.org

To be effective, the notification must include the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

### 13. APPLICABLE LAW

California law and controlling U.S. federal law govern any action related to the Terms and Your use of the Website. Choice of law rules of any jurisdiction and the United Nations Convention on Contracts for the International Sale of Goods will not apply to any dispute under the Terms.

You and Career Actions agree to submit to the personal and exclusive jurisdiction of the courts located within the County of Santa Clara, California, U.S.A.

Career Actions makes no representation that the content in this Website is appropriate for access outside of the United States. Those who choose to access this Website from outside the United States do so on their own initiative and are responsible for compliance with local laws.

#### 14. GENERAL TERMS

You may not assign or otherwise transfer the Terms or any right granted hereunder.

You agree that any material breach of these Terms may result in irreparable harm to Career Actions for which damages would be an inadequate remedy and, therefore, in addition to its rights and remedies otherwise available at law, Career Actions will be entitled to equitable relief, including both a preliminary and permanent injunction, if such a breach occurs. You waive any requirement for the posting of a bond or other security if Career Actions seeks such an injunction.

Services, Content, and product derived or obtained from this Website may be subject to the U.S. export laws and the export or import laws of other countries. You agree to comply strictly with all such laws and, in particular, shall: (a) obtain any export, reexport, or import authorizations required by U.S. or Your local laws; (b) not use Services, Content, or direct product from this Website to design, develop or produce missile, chemical/biological, or nuclear weaponry; and (c) not provide Services, Content, or direct products from this Website to prohibited countries and entities identified in the U.S. export regulations.

Any express waiver or failure to exercise promptly any right under the Terms will not create a continuing waiver or any expectation of non-enforcement. If any provision of these Terms is held invalid by any law or regulation of any government, or by any court or arbitrator, the parties agree that such provision will be replaced with a new provision that accomplishes the original business purpose, and the other provisions of the Terms will remain in full force and effect.

Career Actions' performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of Career Actions' right to comply with governmental, court, and law enforcement requests or requirements relating to Your use of the Services or information provided to or gathered by Career Actions with respect to such use.

A printed version of these Terms and of any notices given in electronic form will 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.

Effective Date: 4/29/10

Previous Modification: Not Applicable