

Terms & Conditions for Resume Upload Service

Warning: do not attach a document that contains your social security number, driver license number, credit card or bank account numbers or any other personally identifying number. Do not provide any such numbers in any way through this service.

You hereby acknowledge and agree that any personally identifiable number, such as a social security number, driver license number, credit card or bank account numbers, or other personally identifying numbers, submitted or uploaded hereby is done so solely at your own risk, and you assume any and all consequences associated with doing so.

Agreement to Terms of Use

Your clicking the "Upload my Resume" button, and your use of the Resume Upload Service (the "Service") provided by Employer through certain third party service providers (the "Service Providers"), indicates your intent to be bound by the following Terms and Conditions of Use for Resume Upload Service ("Terms of Use"). The Service is the property of Employer and its Service Providers, or licensors, if any. **By using the service, you agree to be bound by these terms of use; if you do not agree, you do not have permission to use the service.**

As long as you comply with these Terms of Use, Employer grants you a personal, nonexclusive, nontransferable, limited privilege to use the Service. In the case of any violation of these Terms of Use, Employer reserves the right to seek all remedies available by law and in equity for such violations.

Eligibility

You must be 18 years of age or older to use the Service. You represent and warrant to Employer that you are 18 years of age or older and that you have the right, authority and capacity to agree to and abide by these Terms of Use. You also represent and warrant to Employer that you will use the Site and the Service in a manner consistent with any and all applicable laws and regulations.

Privacy

You acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send through the Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

Employer may share Personal Information with our Service Providers who perform functions on our behalf. You acknowledge and agree that Employer may preserve any transmittal or communication by you with its Service Providers through the Service, and also may disclose such data if required to do so by law or in the event Employer determines that such

preservation or disclosure is reasonably necessary to (1) comply with legal process; (2) enforce these Terms of Use; (3) respond to claims that any such data violates the rights of others; or (4) protect the rights, property or personal safety of Employer, its employees, users of or visitors to the site, and the public.

Disclaimer

Every effort has been made to ensure the accuracy of the information presented. However, Employer assumes no responsibility for and does not guarantee the accuracy of the information. Employer makes no guarantee that, as of the time of your uploading or submission of employment information, there is or will be an open position or opportunity for employment with Employer. All content materials, information and services included in or available through the Service are provided "as is" and "as available." Employer disclaims all warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose or non-infringement. Employer does not warrant that the content of the Service is accurate, reliable or correct; that the Service will be available at any particular time or location or that the Service's availability will be uninterrupted; that any defects or errors will be corrected; or that the content is free of viruses or other harmful components. You use the Service solely at your own risk.

User Submissions

You agree not to use the Service for: (a) uploading or submitting to Employer any incomplete, false or inaccurate biographical information or information which is not your own; (b) any activity that is unlawful (whether criminal or tortious) under the laws of any jurisdiction to which you or Employer is subject; (c) any activity that promotes others to act unlawfully; (d) any activity that constitutes competition with the Service; (e) uploading, submitting or otherwise making available material that infringes another's copyright, trademark or other intellectual property rights; or (f) uploading, submitting or otherwise making available threatening, defamatory or obscene comments, proprietary, confidential or insider information, obscene or pornographic material, or falsified and/or misleading information ("Objectionable Content").

Limitation of Liability

Except where prohibited by law, in no event will Employer, its Service Providers, licensors, suppliers or other third parties working with Employer be liable to you for any damages (including without limitation, indirect, consequential, exemplary, incidental or punitive damages), even if Employer its Service Providers, licensors, suppliers or any third party has been advised of the possibility of such damages.

If, notwithstanding the other provisions of these Terms of Use, Employer is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of or inability to use the Service, whether based on warranty, contract, tort or any other legal theory, Employer, its Service Providers, its suppliers or any third parties working with Employer shall be

liable only to the extent of actual damages incurred by you, and in any case not to exceed U.S. \$100.00. Any claims arising in connection with your use of the Service must be brought within one (1) year from the date of the event giving rise to such action. Remedies under these Terms of Use are exclusive and are limited to those expressly provided for in these Terms of Use.

Indemnity

You agree to indemnify and hold harmless Employer, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries, affiliates, and Service Providers from any demands, loss, liability, claims or expenses (including attorney's fees) made against Employer or its Service Providers by any third party due to or arising out of or in connection with your use of the Service.

Governing Law; Dispute Resolution

You agree that all matters relating to your access to or use of the Service, including all disputes, will be governed by the laws of the United States and by the laws of the State of New York without regard to its conflicts of law provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in New York and waive any objection to such jurisdiction or venue. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party, as determined by a final non-appealable order from a court of competent jurisdiction, will be entitled to costs and attorney's fees. In the event of any controversy or dispute between Employer and you arising out of or in connection with your use of the Service, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed 60 days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

Miscellaneous

If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire agreement between you and Employer with regard to your use of the Service, and any and all other written or oral agreements or understandings previously existing between you and Employer with respect to such are hereby superseded and cancelled. Employer will not accept any counter-offers to these Terms of Use, and all such offers are hereby categorically rejected. Employer's failure to insist on or enforce strict

performance of these Terms of Use shall not be construed as a waiver by Employer or any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between Employer or you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties other than those set forth herein.