

# Snagajob.com® Terms of Use

THESE TERMS OF USE CONSTITUTE A BINDING LEGAL AGREEMENT AND GOVERN THE USE OF THE SNAGAJOB.COM WEBSITE AND MOBILE APPLICATION. PLEASE READ THEM CAREFULLY!

## I. Introduction

### A. Mission Statement

Snagajob.com, Inc's Mission Statement is to put people in the right-fit positions so they can maximize their potential and live more fulfilling lives.

### B. The Snagajob.com Website and Mobile Application

1. The Snagajob.com Website and Mobile Application, including all information, text, visual images, software, products and services used or available via the Website or the App and the interactive user area referred to as My Account that is part of the Website (collectively, the "Website") and the "Job Search - Snagajob" Mobile Application ("App") are owned and operated by Snagajob.com, Inc. ("Snagajob.com," "we," "our," or "us"). Our Website and App are for the use of our members ("Members," "you" or "your") only. Our Website and App enable our Members to learn about, and apply for, employment opportunities with businesses that contract with us to post job listings ("Sponsors"). We agree to provide you with access to our Website and/or App subject to these Terms of Use. In consideration for your use of our Website and/or App, you agree to use it in accordance with these Terms of Use, without reservation. If you register for, or access, our Website or App in any manner, including social registration or login through Facebook, your registration or access constitutes use of the Website or App. BY REGISTERING FOR OR ACCESSING OUR WEBSITE OR APP IN ANY MANNER WHATSOEVER, INCLUDING THROUGH FACEBOOK REGISTRATION, YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT REGISTER FOR, ACCESS OR USE OUR WEBSITE OR APP. IF YOU WISH TO ACCESS AND USE OUR WEBSITE OR APP, YOU MUST SELECT THE "I ACCEPT" OPTION AT THE BOTTOM OF THE REGISTRATION FORM OR DURING THE APP REGISTRATION PROCESS. IF YOU DO NOT WISH TO ACCESS OR USE OUR WEBSITE OR APP, YOU MUST SELECT THE "I DO NOT ACCEPT" OPTION AT THE BOTTOM OF THE REGISTRATION FORM OR DURING THE APP REGISTRATION PROCESS. Any and all rights not expressly granted in these Terms of Use are reserved by Snagajob.com.
2. By creating a profile or by submitting an application to an employer through our Website or App, you are expressly consenting to our use of your name, as well as your likeness, image, photo, video, voice, and appearance if you provide a photo or video, in connection with a jobseeker database that potential employers may browse. You may be contacted by third parties about jobs for which you did not apply. Additionally, by submitting an application to an employer through our Website or App, you are expressly consenting to our use of your name, as well as your likeness, image, video, voice, and appearance if you provide a video, in connection with your application and delivering your application to the particular employer. We do not submit your photo directly to an employer when you submit an application. However, it is possible for an employer to view your profile, including your photo, in our browsable database of jobseekers. If you do not want to be included in our jobseeker database, do not create a profile and do not submit an application using our Website or App. If

you do not want your photo or video to be included in our jobseeker database, do not provide a photo or video in your profile or in connection with a job application.

## C. Use of App

1. The use of the App requires use of a mobile device and wireless and mobile data service, which you must obtain from your carrier, and may require Internet access. You are responsible for obtaining and paying for such services, and Snagajob.com will not be liable for any costs or fees incurred by or through your use of the App, including, but not limited to, any mobile carrier fees, any SMS, MMS or other text or multimedia message fees, or any payment provider fees.
2. By using the App, you consent to receive, at your own cost, electronic communications from Snagajob.com about the App, including, without limitation, via SMS, MMS and other text or multimedia messages, email, and by transmitting data to your mobile device such as through a push message. Such communications from Snagajob.com, Inc. may include, without limitation, administrative messages, service announcements, diagnostic data reports, and updates to the App itself. You consent to the transmission of data from Snagajob.com, Inc. and the App to and from your mobile device, including to push automatic updates to your mobile device.

## D. Facebook Social Registration and Login

1. By registering for and/or accessing the Website or App through Facebook, you agree to be bound by these Terms of Use, without reservation. Specifically, you agree that any and all information and/or data submitted to us through the Facebook registration process is subject to these Terms of Use including, but not limited to, Section III (D) ("Your License to Us") below.
2. By registering through Facebook, you agree to receive email job alerts from us. If you wish to unsubscribe from our email job alerts, you may do so at anytime by updating your settings options through your desktop profile.

## E. Modifications to our Website, App and to the Terms of Use

1. From time to time we will change, or make improvements to, our Website and App. Such changes and/or improvements may be made without prior notice to you. We may provide you notice of such change on our Website, App or in e-mails we send to our Members.
2. From time to time, we also may change these Terms of Use or impose new conditions on the use of the Website and/or App without prior notice to you, in which case we will post the revised Terms of Use on this Website. The revised Terms of Use will be effective immediately upon their posting on the Website. You are responsible for reviewing the most current version of these Terms of Use before using the Website or App to ensure that you agree to any revisions to these Terms of Use. If at any time you do not agree to the revisions we make to these Terms of Use, you should immediately stop accessing or using the Website or App in any manner whatsoever and must remove the App software from your mobile device. By continuing to use the Website or App after we post any such changes, you accept the Terms of Use, as modified. You further agree that these methods of providing notice and acceptance of changes or revisions to these Terms of Use are reasonable.

## II. Your Rights and Obligations

## A. Service Eligibility

To be eligible to use the Website or App, you represent and warrant that you: (1) are fourteen (14) years of age or older; (2) are not currently restricted from the Website or App, or not otherwise prohibited from having an account with us, (3) are not a competitor of ours and are not using the Website or App for reasons that are in competition with us; (4) will only maintain one account with us at any given time (although you can delete an account and subsequently register for a new one, as long as you have only one active account at a time); (5) have full power and authority to enter into this agreement with us and to be bound by these Terms of Use and doing so will not violate any other agreement to which you are a party; (6) will not violate any rights of the Website or App, including intellectual property rights such as copyright or trademark rights; and (7) agree to provide at your cost all equipment, software, and internet access necessary to access and use the Website or App.

## B. Registration

If you choose to create a profile on our Website or App or through Facebook social registration, you must complete an online registration form. You agree (1) to provide true, accurate, current and complete information about yourself as prompted by the Website's or App's registration form, and (2) to maintain and promptly update the information you provide to us in order to keep your profile true, accurate, current and complete. If we have reasonable grounds to suspect that the information in your profile is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of our Website or App (or any portion thereof) by you. Our use of any personally identifying information you provide to us as part of the registration process is governed by the terms of our Privacy Policy.

## C. User Name/E-Mail Address and Password

To log onto our Website or App, you will need a user name and password which you will supply when you register to use our Website or App. You are responsible for maintaining the security and confidentiality of your user name and password, and all activities (whether by you or by others) with respect to the Website and/or App that occur under your user name or password. You are also liable for all charges, damages and losses incurred or suffered by you and/or by us as a result of your failure to maintain the confidentiality of your user name and password. We are not liable for any harm or loss caused by or related to the theft or disclosure of your user name and password, or your authorization to allow another person to access and use the Website or App with your user name and password. You agree to notify us immediately of any unauthorized use of your user name and password, the need to deactivate your user name and password due to security concerns, or any other breach of security. You must ensure that you log out of your account at the end of each session.

## D. Your License and Authorization to Us

1. By submitting (e.g., uploading) any message, information, data, text, software, images, or other materials ("Content") to the Website or App, you automatically grant Snagajob.com a royalty-free, perpetual, irrevocable, non-exclusive, fully paid up, transferable right and license to use, reproduce, modify, adapt, publish, distribute, translate, communicate to the public, create derivative works from, distribute, perform and display such Content (in whole or part) worldwide, or to incorporate it in other works in any form, media, or technology now known or later developed (for the full term of any rights that may exist in such Content), without restriction or compensation, and to grant and authorize sublicenses thereof. In addition, you agree to waive all moral rights in the Content. Snagajob.com and its designees shall have the right, but not the obligation, in their sole discretion to edit, refuse to post, or remove any Content posted on the Website or App that violates these Terms of Use or is otherwise objectionable. By submitting Content to the Website or App, you represent and warrant that (1) you

own the Content, (2) you are entitled to submit it to us and (3) the Content is accurate, truthful, not confidential, and not in violation of any contractual restrictions, third party intellectual property rights, third party privacy rights, or other third party rights.

2. By submitting and/or signing an application, new hire paperwork (employment agreements, arbitration agreements, new hire manuals, etc.) or other similar document through the Website, you authorize Snagajob to disclose any information that Snagajob has collected during and from the submission and/or signature process, including but not limited to any information necessary to prove the electronic signatures on the application, new hire paperwork or other similar document are attributable to you, to the employer to which the application, new hire paperwork or other similar document was submitted to and/or signed for.

## E. Your Responsibilities

1. Our Website and App are intended to be used only for lawful purposes by individuals seeking employment. You may not use (or plan, encourage or help others to use) our Website or App for any purpose or in any manner that is prohibited by these Terms of Use or by applicable law (including but not limited to any applicable export controls). It is your responsibility to ensure that your use of our Website and/or App complies with these Terms of Use and to seek prior written permission from us for any uses not permitted or not expressly specified herein. If you do any of the items listed in part three of this section, below, we may, at our sole option, terminate your access to our Website and/or App.
2. In connection with using our Website and/or App, you agree that you will:
  - a. Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, export control laws, tax laws, and regulatory requirements;
  - b. Provide accurate information to us and update it as necessary;
  - c. Review and comply with our Privacy Policy;
  - d. Review and comply with notices sent by us concerning the Website, App and our operation thereof; and
  - e. Use the Website and/or App in an honest, respectful and professional manner.
3. In connection with using our Website and/or App, you agree that you will not:
  - a. Act dishonestly or unprofessionally by engaging in unprofessional behavior or by posting inappropriate, inaccurate, or objectionable content to our Website or App;
  - b. Duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer information found on our Website or App (excluding Content posted by you) except as permitted in these Terms of Use or as expressly authorized by us;
  - c. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property used in connection with the Website or App, or any part thereof;
  - d. Include information in your profile or elsewhere, except in designated fields, that is confidential in nature or that reveals your identity or sensitive personal information such as an email address, phone number or address;
  - e. Create a user profile for anyone other than a natural person;
  - f. Utilize information, content or any data you view on and/or obtain from our Website or App to provide any service that is competitive, in our sole discretion, with our Website, App or our business;
  - g. Imply or state, directly or indirectly, that you are affiliated with or endorsed by Snagajob.com, unless you

have entered into a written agreement with us to that effect;

- h. Adapt, modify or create derivative works based on our Website, App or the technology underlying either, or other Members' content, in whole or part;
- i. Rent, lease, loan, trade or sell/re-sell access to our Website, App or any information therein, or the equivalent, in whole or part;
- j. Deep-link to our Website or App for any purpose, (i.e. including a link to one of our web pages other than our Website's home page) unless expressly authorized in writing by us or for the purpose of promoting your profile on our Website or App;
- k. Use manual or automated software, devices, scripts, robots, or other means or processes to access, "scrape," "crawl" or "spider" our Website or App;
- l. Use bots or other automated methods to add or download contacts, send or redirect messages or perform other permitted activities;
- m. Access, via automated or manual means or processes, our Website or App for purposes of monitoring its availability, performance or functionality or for any competitive purpose;
- n. Engage in "framing," "mirroring," or otherwise simulating the appearance or function of our Website or App;
- o. Attempt to or actually access our Website or App by any means other than through the interfaces provided by us;
- p. Attempt to or actually override any security component included in or underlying our Website or App;
- q. Engage in any action that directly or indirectly interferes with the proper working of or places an unreasonable load on our infrastructure, including but not limited to unsolicited communications to other Members or our personnel, attempts to gain unauthorized access, or transmission or activation of computer viruses;
- r. Remove any copyright, trademark or other proprietary rights notices contained in or on our Website or App, including ours or any Sponsor's;
- s. Remove, cover or otherwise obscure any form of advertisement included on our Website or App;
- t. Harass, abuse or harm another person, including sending unwelcome communications to others using our Website or App;
- u. Collect, use or transfer any information, including but not limited to, personally identifiable information obtained from our Website or App except as expressly permitted in these Terms of Use, App or as the owner of such information may expressly permit;
- v. Share information of non-Members without their express consent;
- w. Interfere with or disrupt our Website or App, including but not limited to any servers or networks connected to our Website or App;
- x. Invite people you do not know to join My Account;
- y. Upload a cartoon, symbol, drawing or any content other than a head-shot photograph of yourself in your profile photo or video (if applicable);
- z. Use or attempt to use another's account without our authorization, or create a false identity on our Website or App;
- aa. Infringe or use our brand, logos and/or trademarks, including, without limitation, using the words "Snagajob"

or "Snagajob.com," or words likely to be confused with those words, in any business name, email, or URL, except as expressly permitted by us in writing;

- ab. Upload, post to My Account, email, transmit or otherwise make available or initiate any content that:
- i. Falsely states, impersonates or otherwise misrepresents your identity, including but not limited to the use of a pseudonym, or misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present;
  - ii. Is unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable;
  - iii. Adds to a content field content that is not intended for such field (i.e. submitting a telephone number in the "title" or any other field, or including telephone numbers, email addresses, street addresses or any personally identifiable information for which there is not a field provided by us);
  - iv. Includes information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
  - v. Infringes upon patents, trademarks, trade secrets, copyrights or other proprietary rights
  - vi. Includes any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation. This prohibition includes but is not limited to (1) using our Website or App to send messages to people who don't know you or who are unlikely to recognize you as a known contact; (2) using our Website or App to connect to people who don't know you and then sending unsolicited promotional messages to those connections without their permission; and (3) sending messages to distribution lists, newsgroup aliases or group aliases;
  - vii. Contains software viruses, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment of ours or any Member; and/or H. Forges headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through our Website or App.
- ac. Participate, directly or indirectly, in the setting up or development of a network that seeks to create a pyramid scheme or other similar practice.

## F. Website and App Security Rules

1. You are prohibited from violating or attempting to violate the security of our Website or App, including, without limitation, (a) accessing data not intended for you or logging into a server or account that you are not authorized to access, (b) attempting to probe, scan or test the vulnerability of our Website or App or to breach security or authentication measures without proper authorization, or (c) attempting to interfere with service to any user, host or network, including, without limitation, by means of overloading, "flooding", "mailbombing" or "crashing."
2. Violations of Website, App or network security may result in civil or criminal liability. We may investigate occurrences which involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Members who are involved in such violations.

## G. Indemnification

You agree to defend, indemnify and hold us, our officers, directors, employees, members, agents, and affiliates harmless from and against all claims, charges, investigations, actions or demands, liabilities and settlements, including without limitation our losses, costs, damages and reasonable legal and accounting fees (collectively, the "Indemnified Claims"), resulting from, or alleged to result from: (1) your breach of these Terms of Use; (2) any Content or other material you provide to our Website or App, (3) your use of our Website's or App's content, (4) your violation of any applicable law, regulation, rule or order pertaining to your use of our Website or App; (5) your unauthorized or unlawful use of our Website or App; (6) any activity in which you engage in or through our Website or App; or (7) the unauthorized or unlawful use of our Website or App by any other person using your user name and password. We will use reasonable efforts to provide you with prompt notice of any such Indemnified Claims, and may assist you, at our expense and option, in defending any such Indemnified Claims.

## H. Notifications and other Service Communications

For purposes of our communicating with you regarding the Website or App, notice required by us under these Terms of Use shall consist of an email from us to an email address associated with your account, even if we have other contact information. You also agree that we may communicate with you about your Website account, App account, or any other services associated with us through your Website account, App account, including directly through push notifications, or through other means including email, cellular telephone, SMS or MMS messaging, telephone, or delivery services including the U.S. Postal Service,. You acknowledge and agree that we shall have no liability associated with or arising from your failure to maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about the Website or App. You may contact us via email at:

**legal@snagajob.com**

Or via U.S. mail or courier at:

**Snagajob.com, Inc. 4851 Lake Brook Drive Glen Allen, VA 23060 USA Attention: CFO**

Additionally, Snagajob.com accepts service of process at this address. Any notice required by you under these Terms of Use shall be by mail or courier at the address above with a copy sent by email at legal@Snagajob.com. Notice by you not in compliance with this section shall have no legal effect.

## I. User to User Communications

1. We offer various forums and blogs on our Website such as My Account where you can post your resume and communicate with other Members. Ideas you post and information you share may be seen and used by other Members and by Sponsors, and we cannot guarantee that other Members or Sponsors will not use the ideas and information that you share on our Website or App. Therefore, if you have an idea or information that you would like to keep confidential and/or don't want others to use, or that is subject to third party rights that may be infringed by your sharing it, do not post it to our Website or App. WE ARE NOT RESPONSIBLE FOR A MEMBER'S OR SPONSOR'S MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION YOU POST IN ANY COMMUNITY FORUMS ON OUR WEBSITE OR APP, INCLUDING, BUT NOT LIMITED TO, INFORMATION YOU POST IN "MY ACCOUNT."
2. You are solely responsible for your interactions with other Members. We may limit the number of connections you may have to other Members and may, in certain circumstances, prohibit you from contacting other Members through use of the Website, App or otherwise limit your use of the Website or App. We reserve the right, but have no obligation, to monitor disputes between you and other members and to restrict, suspend, or close your account if we determine, in our sole discretion, that doing so is necessary to enforce these Terms of Use.

## J. Peer to Peer Messaging

1. The peer to peer messaging functionality is not to be used for emergency communications, and may only be used for lawful and authorized purposes. You and any user added to your organization or location shall not use the messaging functionality to:
  - a. upload, post, transmit, or otherwise make available anything that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
  - b. harm minors in any way;
  - c. impersonate any person or entity, including, but not limited to, a Snagajob employee, administrator, owner, or other member, or falsely state or otherwise misrepresent your affiliation with a person or entity;
  - d. manipulate identifiers in order to disguise your or a user's identity;
  - e. upload, post, transmit, or otherwise make available any of information that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
  - f. upload, post, transmit or otherwise make available information in a manner that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
  - g. provide access to the communication functionality of the Service to any third party;
  - h. upload, post, transmit, or otherwise make available any commercial offers, advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
  - i. upload, post, transmit, or otherwise make available any software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware;
  - j. disrupt the normal flow of dialogue, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges using the communication functionality of the Service;
  - k. interfere with or disrupt the communication functionality of the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service, including using any device or software;
  - l. modify, adapt, or hack the communication functionality of the Service, including by using any non-public Snagajob APIs, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks.
  - m. intentionally or unintentionally violate any applicable local, state, national or international law in connection with your use of the communication functionality of the Service, including, but not limited to, the Telephone Consumer Protection Act, 47 U.S.C. section 227, any data, privacy, or export control laws, or regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law;
  - n. provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;



- o. "stalk" or otherwise harass another; and/or
  - p. collect or store personal data about other users in connection with any of the prohibited conduct and activities set forth above.
- 2. If you consent to receive SMS messages in connection with the peer to peer communication functionality of the Services, you certify that you are authorized: (a) to use the designated mobile phone number which will receive the SMS messages, and (b) to incur any mobile message or data charges that may be incurred by receipt of the SMS messages as message and data rates may apply. You also agree that by consenting to receive SMS messages in connection with the peer to peer communication functionality of the Services, Snagajob and its representatives may send you automated texts to numbers you associate with your account to inform you when messages from other users are waiting and for any other account-related, customer service or administrative purpose. You may opt out of receiving SMS messages by replying STOP to any Snagajob text message, changing your Snagajob account settings, or contacting the Snagajob Customer Support team at 866-277-1995.
- 3. You understand and agree that Snagajob has no obligations or liabilities associated with any use of the messaging functionality by you or a user that is added to your organization or location. If you add an organization or location in connection with the messaging functionality, you represent and warrant to Snagajob that you are the owner of that organization or location or are otherwise authorized by the organization or location. You understand and agree that you are solely responsible to ensure that a user added under your organization or location complies with the terms of this Section.

## K. Compliance with Applicable Laws

You are responsible for ensuring that your use of our Website and/or App complies with all laws directly or indirectly applicable to you or us. Snagajob.com IS NOT LIABLE OR RESPONSIBLE FOR ANY OF YOUR ACTS OR OMISSIONS IN USING THE WEBSITE OR APP IN WAYS THAT DO NOT COMPLY WITH ANY APPLICABLE LAW.

## L. You Must be 14 or Older to Use this Website or App

You must be fourteen (14) years of age or older to visit or use our Website or App in any manner. By accessing our Website or App and accepting these Terms of Use, you represent and warrant to us that you have reached the age of fourteen (14) years of age or older, and that you have the right, authority and capacity to agree to, and abide by, these Terms of Use. We will not knowingly collect personally identifiable information from persons under the age of fourteen (14). Snagajob.com complies with the Child Online Privacy Protection Act. If we inadvertently collect personally identifiable information from anyone under the age of fourteen (14), we will delete that information in accordance with our security protocols upon notice.

## M. Your Right to Use our Website and App

- 1. For as long as you comply with these Terms of Use and your obligations thereunder, you have a limited, non-exclusive, non-transferable, non-assignable, non-sublicenseable and revocable license to access and use our Website through a generally available web browser only for its intended purpose and only as provided in these Terms of Use. For as long as you comply with these Terms of Use and your obligations thereunder, you have a limited, non-exclusive, non-transferable, non-assignable, non-sublicenseable and revocable license to download a single copy of the app to your mobile device and to access and use our App through that mobile device for its intended purpose and only as provided in these Terms of Use and in accordance with any usage rules set forth in application stores' terms of service. Our Website and App are only for your personal and noncommercial use. You may not access our Website or App through scraping, spidering, crawling or

any other technology or software used to access data without our express written consent. Except as specifically permitted, you may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any content or information included on our Website or App.

2. In addition, you may not (a) rent, lend, sublease or transfer this limited license or any data residing on our Website, App or any of your rights under these Terms of Use to anyone else, (b) develop or derive for commercial sale any data in machine-readable or other form that incorporates or uses any part of our Website or App, or (c) transfer to or store any data residing or exchanged over our Website or App in any electronic network for use by more than one Member without obtaining prior written permission from us.
3. If you violate any of these Terms of Use, we may immediately terminate your limited license to use our Website and/or App. Any other use of our Website or App contrary to our mission and purpose (such as seeking to connect to someone you do not know or trust, or to use information gathered from our Website or App commercially unless expressly authorized by us) is strictly prohibited and a violation of these Terms of Use. We reserve all rights not expressly granted in these Terms of Use, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in this Website, App and all related items.

## N. Complaint Procedure

We built our Website and App to help you find a job, and to help you meet potential employers and other similarly situated job seekers. To achieve this purpose, we encourage you to share truthful and accurate information. We also respect the intellectual property rights of others. Accordingly, these Terms of Use require that information posted by you be accurate and not in violation of the intellectual property rights or other rights of third parties. To promote these objectives, we provide a process for submission of complaints concerning content posted by you. Our policy and procedures can be found at our [Complaint Procedure Regarding Content Posted on the Snagajob.com Website](#).

## O. Export Control

Your use of our Website or App, including the software that runs our Website or App, is subject to export and re-export control laws and regulations, including the Export Administration Regulations (“EAR”) maintained by the United States Department of Commerce and sanctions programs maintained by the Treasury Department’s Office of Foreign Assets Control. You shall not – directly or indirectly – sell, export, re-export, transfer, divert, or otherwise dispose of any software or service to any end-user without obtaining the required authorizations from the appropriate government authorities. You also warrant that you are not prohibited from receiving US origin products, including services or software, you are not listed on any US government list of prohibited or restricted persons, and you are not located in a country that is subject to a US government embargo or that has been designated by the US government as a “terrorist supporting” country.

# III. Our Rights and Obligations

## A. Availability of Website and App

For as long as we operate them, we will use our best efforts to provide and seek to update, improve and expand the Website and App, subject to limitations stated in these Terms of Use. As a result, we allow you to access our Website and App as they may exist and be available on any given day and have no other obligations, except as expressly stated in these Terms of Use. We may modify, replace,

refuse access to, suspend or discontinue our Website or App, partially or entirely, and at any time, in our sole discretion and without notice to you. All of these changes shall be effective upon their posting on our Website, App or by direct communication to you unless otherwise noted. We further reserve the right, within in our sole discretion, to withhold, remove and/or discard any content available as part of your account, with or without notice, for any reason, including because we deem it, at our discretion, to be contrary to these Terms of Use, or for no reason. For avoidance of doubt, we have no obligation to store, maintain or provide you a copy of any content that you or other Members provide when using our Website or App.

## B. Privacy Policy

Our [Privacy Policy](#) is incorporated herein by this reference and made an integral part hereof. You should review our [Privacy Policy](#) carefully before agreeing to use our Website or App because our [Privacy Policy](#) governs our treatment of information about you, including personally identifiable information that you submit to use when you create a profile or when you participate in the features available at My Account. Please note that certain Content that you may submit to us, or message boards or blogs that you subscribe or contribute Content to might, or are likely to, reveal your gender, ethnic origin, nationality, age, religion and/or sexual orientation, and/or other personal information about you. You acknowledge that your submission of any Content to us is completely voluntary on your part.

## C. Snagajob.com Intellectual Property

1. All of the design, text, and graphics of our Website and App, as well as the selection and arrangement thereof, are Copyright (C) 2010 Snagajob.com, Inc., All Rights Reserved. SNAGAJOB, SNAGAJOB.COM, THE #1 SOURCE FOR HOURLY EMPLOYMENT, SYSDINE, LOG ON. FIND A JOB. GET TO WORK, THE HOURLY GIG, HOURLY AMERICA, and all of our logos, including the Snagajob logo, The Hourly Gig logo, and the S logo are our trademarks. These trademarks, and the Website and App images and text, and all page headers, graphics, HTML based computer programs used to generate pages on the Website or App, and icons are our trademarks, service marks and/or trade dress, and may not be used without our prior written permission. All uses thereof inure to our benefit. All other trademarks, product names and company names or logos included on the Website or App are the property of their respective owners.
2. You may download and print a single copy of the Website or App for your personal use, provided that the content of the Website or App must not be altered in any way and must contain all copyright, trademark and other proprietary notices. You may not use the Website, App or any portion thereof to create or re-create a similar or competing service. Any use of the content of this Website or App not expressly permitted by these Terms of Use, or permitted in writing by us prior to your use, is a breach of these Terms of Use and is strictly prohibited. Please direct any requests for permission to [legal@snagajob.com](mailto:legal@snagajob.com).
3. Our Website and App contain material that is protected by the copyright, trademark and other intellectual property laws of the United States and foreign countries. You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material, including code and software, from our Website or App, except as expressly set forth above. ANY UNAUTHORIZED OR UNAPPROVED USE OF ANY OF THE CONTENT OF THE WEBSITE OR APP, OR THE TRADEMARKS SET FORTH THEREIN, CONSTITUTES COPYRIGHT AND/OR TRADEMARK INFRINGEMENT AND SUBJECTS YOU TO ALL CIVIL AND CRIMINAL PENALTIES PROVIDED UNDER UNITED STATES AND INTERNATIONAL LAWS AND TREATIES. Any unauthorized use by you of our intellectual property may lead us to revoke your access to our Website and/or App.

## D. Collection and Use of Your Content by Us

1. The very nature of the service we provide to you requires that we gather, process, use and distribute information that you provide directly (for example, name, physical address, e-mail address and resume), as well as information regarding the

manner in which you use our Website or App. We cannot guarantee that your information will be prevented from being viewed by any particular person or entity. Our Privacy Policy governs our treatment of information that you provide to us.

2. If you have directly submitted information and would like us to remove it from its database, you should contact us at the email address or phone number listed in the Contact Us section of our Website or App, and we will use reasonable efforts to delete your information from our then existing files.
3. You acknowledge, consent and agree that we may access, preserve, and disclose your registration information, your profile and any other information you provide to us if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary in our opinion to: (a) comply with legal process, including but not limited to civil and criminal subpoenas, court orders or other compulsory disclosures; (b) enforce these Terms of Use; (c) respond to claims of a violation of the rights of third parties, whether or not the third party is a Member, individual, or government agency; (d) respond to customer service inquiries; or (e) protect the rights, property, or personal safety of Snagajob.com, our Members or the public.
4. While we appreciate hearing from you and welcome your comments regarding our Website and/or App, our policy does not permit us to accept or consider creative ideas, suggestions, inventions or materials other than those we have specifically requested. While we do value your feedback on our Website and/or App, please be specific in your comments regarding our Website or App and do not submit creative ideas, inventions, suggestions or materials. If, despite our foregoing request, you send us creative suggestions, ideas, drawings, concepts, inventions or other information (collectively, a "Submission"), such Submission shall immediately become our property. The Submission shall not be subject to any obligation of confidentiality on our part and we shall not be liable for any use or disclosure of any Submission. We shall own exclusively all now known or later discovered rights to the Submission and shall be entitled to unrestricted use of the Submission for any purpose whatsoever, commercial or otherwise, without compensation to you or to any other person.

## E. Monitoring

We are under no obligation to monitor the information residing on or transmitted through our Website or App. However, you agree that we may monitor content on our Website or App (a) to comply with any applicable laws, regulations or other government requests; (b) to operate our Website and App properly or to protect us and/or Sponsors or advertisers; and (c) for such other purposes as we deem reasonably necessary or appropriate from time to time. We reserve the right to modify, reject or eliminate any information residing on or transmitted to our Website or App that we believe is unacceptable or in violation of these Terms of Use.

## F. No Professional Advice

None of the services, materials, content, or information available on or through our Website or App constitutes employment, career, financial, legal, or other professional advice. You are encouraged to obtain advice tailored to your particular situation from a qualified professional if you have any questions regarding any such matters.

## G. Links to Other Sites

1. Our Website and App may contain hyperlinks or other connections to websites operated by persons or entities other than us, including, without limitation, those of subscribing Sponsors or advertisers. We do not control those websites and are not responsible for them, their availability, content or any viruses that may be accessed through them. Our inclusion of hyperlinks or other connections to such websites does not imply any endorsement of the material on them or any association with their owners or operators. You are responsible for evaluating whether you want to access or use a third

party website. You should review any applicable terms and/or privacy policies of a third party website before using it or sharing any information with it, because you may give the operator permission to use your information in ways we would not. We are not responsible for and do not endorse any features, content, advertising, products or other materials on or available from a third party website. Accordingly, if you decide to access a third party website, you do so at your own risk and agree that your use of any such website is on an "as is" basis without any warranty, and that these Terms of Use do not apply to your use of any third party website.

2. We have no responsibility whatsoever for the activities of our Members or our Sponsors or advertisers or their respective hiring, recruiting or other practices (or any of the information posted or downloaded by them on or from our Website or App). Nothing on our Website or App shall be deemed to be an endorsement, representation or warranty with respect to any Sponsor or advertiser or other third person or entity, whether in regard to its website, products, services or otherwise.

## H. Limitation of Liability and Disclaimer of Warranties

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF OUR WEBSITE AND/OR APP AND THE INTERNET GENERALLY. OUR WEBSITE, APP AND THE INFORMATION PROVIDED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTIES' RIGHTS, TITLE, AND/OR WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE WITH RESPECT TO THE WEBSITE, APP OR OUR INFORMATION PROVIDED THEREIN.

WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE (1) ACCURACY, COMPLETENESS, CONTEMPORANEOUSNESS OR TIMELINESS OF OUR WEBSITE OR APP, (2) THE QUALITY AND SECURITY OF OUR WEBSITE OR APP, OR (3) THE INABILITY TO ACCESS OUR WEBSITE, APP OR THE CONTENT OF EITHER, INCLUDING WHETHER OUR WEBSITE OR APP WILL BE FREE OF VIRUSES, UNAUTHORIZED CODE OR OTHER HARMFUL COMPONENTS. YOU ARE RESPONSIBLE FOR TAKING ALL PRECAUTIONS YOU BELIEVE NECESSARY OR ADVISABLE TO PROTECT YOURSELF AGAINST ANY CLAIM, DAMAGE, LOSS OR HAZARD THAT MAY ARISE BY VIRTUE OF YOUR USE OF OUR WEBSITE OR APP. WHEN USING OUR WEBSITE OR APP, INFORMATION WILL BE TRANSMITTED OVER THE INTERNET, A MEDIUM THAT IS BEYOND OUR CONTROL AND JURISDICTION. ACCORDINGLY, WE ASSUME NO LIABILITY FOR OR RELATING TO THE DELAY, FAILURE, INTERRUPTION, OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH YOUR USE OF OUR WEBSITE OR APP, AND YOU (AND NOT US) ASSUME THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR OR CORRECTION.

YOU SHALL HAVE ABSOLUTELY NO RECOURSE AGAINST US FOR ANY ALLEGED OR ACTUAL INFRINGEMENT OF ANY PROPRIETARY RIGHTS YOU MAY HAVE IN ANYTHING YOU POST ON OUR WEBSITE OR APP. ANY MATERIAL DESCRIBED OR USED ON OUR WEBSITE OR APP MAY BE SUBJECT TO INTELLECTUAL PROPERTY RIGHTS OWNED BY THIRD PARTIES WHO HAVE LICENSED SUCH MATERIAL TO US. WE MAKE NO WARRANTIES WHATSOEVER THAT A USER WILL OBTAIN ANY JOB THROUGH OUR WEBSITE OR APP, NOR DO WE MAKE ANY WARRANTIES ABOUT (AND TAKE NO RESPONSIBILITY FOR) ANY JOB YOU MAY OBTAIN. WE DO NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF THE PERSONS SUBSCRIBING TO OUR WEBSITE OR APP, NOR DO WE HAVE ANY OBLIGATION TO MONITOR THE USE OF OUR WEBSITE OR APP BY OTHER USERS. THEREFORE, WE DISCLAIM ALL LIABILITY FOR IDENTITY THEFT OR ANY OTHER MISUSE OF YOUR IDENTITY OR INFORMATION.

## I. Limitation of Damages and Remedies

YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES SUFFERED AS A RESULT OF ACCESSING, USING, PRINTING, COPYING OR DOWNLOADING ANYTHING FROM OUR WEBSITE OR APP. YOU FURTHER AGREE THAT WE SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY RELYING UPON, USING, OR INTERPRETING OUR WEBSITE OR APP. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OUR WEBSITE OR APP, OR WITH THE DELAY OR INABILITY TO USE THEM (OR ANY LINKED SITES), OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES

OBTAINED THROUGH OUR WEBSITE OR APP, OR OTHERWISE ARISING OUT OF THE USE OF OUR WEBSITE OR APP, THE INTERNET GENERALLY OR ON ANY OTHER BASIS (WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE, OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED OR HARMED BY US OR ANYTHING RELATED TO US, YOU MAY CLOSE YOUR ACCOUNT AND TERMINATE THESE TERMS OF USE IN ACCORDANCE WITH SECTION IV (N) ("TERMINATION") AND SUCH TERMINATION SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY. OUR CUMULATIVE LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THE WEBSITE, APP, OR THESE TERMS OF USE, INCLUDING BUT NOT LIMITED TO DISSATISFACTION WITH ANY OF OUR SERVICES, SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00).

THIS LIMITATION OF LIABILITY SHALL (1) APPLY REGARDLESS OF WHETHER (a) YOU BASE YOUR CLAIM ON CONTRACT, TORT, STATUTE OR ANY OTHER LEGAL THEORY, (b) WE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES, OR (c) THE LIMITED REMEDIES PROVIDED IN THIS SECTION FAIL OF THEIR ESSENTIAL PURPOSE; AND (2) NOT APPLY TO ANY DAMAGE THAT WE MAY CAUSE YOU INTENTIONALLY OR KNOWINGLY IN VIOLATION OF THESE TERMS OF USE OR APPLICABLE LAW, OR AS OTHERWISE MANDATED BY APPLICABLE LAW THAT CANNOT BE DISCLAIMED IN THESE TERMS OF USE. IN NO EVENT SHALL WE BE LIABLE FOR ANY PERSONAL INJURY, INCLUDING DEATH, CAUSED BY YOUR USE OR MISUSE OF OUR WEBSITE, APP, OR THE CONTENT OF EITHER. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Any claims made by you in connection with your use of our Website, App, or the content of either, must be brought within one (1) year of the date on which the event giving rise to such claim occurred. All remedies set forth in these Terms of Use are exclusive and are limited to those expressly provided for in these Terms of Use.

## J. No Partnership

You agree that no joint venture, partnership, employment or agency relationship exists between you and us (or any of our Sponsors) as a result of these Terms of Use or your use of our Website or App.

## K. Certain Legal Requirements

Our performance of these Terms of Use is subject to existing laws and legal process, and nothing contained in them will diminish our right to comply with law enforcement requests or requirements relating to your use of our Website or App or information provided to or gathered by us with respect to such use.

## L. Agreement

These Terms of Use represent the entire binding agreement between you and us, and our respective successors and assigns, and supersede any and all prior understandings, statements or representations, whether electronic, oral or written, regarding us, our Website, App or the content thereon. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## M. No Extraterritoriality

We are based in Glen Allen, Virginia in the United States of America. We make no representation that our Website or App is appropriate or may legally be viewed in the nation, state, province or other jurisdiction in which you reside, do business, or are incorporated or organized, and access to the Website or App is prohibited from jurisdictions where the Website, App, or their content, is illegal. Those

who choose to access or use the Website or App do so on their own initiative and are responsible for compliance with applicable laws. If you access or use the Website or App from outside the United States of America, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

## N. Termination

1. **Mutual rights of termination.** You may terminate your account with us for any reason or no reason, at any time, with notice to us. Your termination notice will be effective upon our processing the notice. We may terminate your account with us for any reason or no reason, at any time, with or without notice. A termination by us will be effective immediately or as may be specified in any notice from us. Termination of your account with us includes disabling your access to our Website and/or App and may also bar you from any future use of our Website and/or App.
2. **Misuse of the Services.** We may restrict, suspend or terminate the account of any Member who abuses or misuses our Website or App. Misuse of our Website or App includes inviting other Members with whom you do not know to connect; abusing the My Account messaging services; creating multiple or false profiles; using our Website or App commercially without our authorization; infringing any intellectual property rights; or any other behavior that we, in our sole discretion, deem contrary to the purpose of the Website or App. In addition, and without limiting the foregoing, we will terminate accounts of Members who, in our sole discretion, are deemed to be repeat infringers under the United States Copyright Act.
3. **Effect of Termination.** Upon the termination of your account with us, you lose access to our Website or App. In addition, we may block access to our Website or App from an IP address or range of IP addresses associated with those of terminated Members.
4. **Survivability.** Any provision that by its nature should survive termination or expiration of these Terms of Use does survive, including, but not limited to, the following provisions: Website and App Security Rules; Indemnification; Snagajob.com Intellectual Property; Collection and Use of Your Content by Us; Limitation of Liability and Disclaimer of Warranties; Limitation of Damages and Remedies; Termination; Jurisdiction and Choice of Law; and Other.

## O. Identification of Copyright or Trademark Infringement Agent

If you believe that your copyrighted work or trademark has been uploaded, posted or copied to our Website or App and is accessible on our Website or App in a way that constitutes copyright or trademark infringement, please review our procedure for [Complaint Procedure Regarding Content Posted on the Snagajob.com Website or App](#).

## P. Jurisdiction and Choice of Law

1. You agree that with respect to any suit, action or proceeding arising out of or in connection with any dispute with us, including without limitation any claim involving us or our affiliates, subsidiaries, employees, members, officers, or agents: (a) you will submit to the jurisdiction of the courts of Henrico County, Virginia, including, without limitation, the United States District Court for the Eastern District of Virginia, Richmond Division, or the Circuit Court of the County of Henrico, and (b) you irrevocably waive any objection that you may have at any time to the laying of venue of any suit, action or proceeding arising out of or relating hereto brought in any such court; irrevocably waive any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; and irrevocably waive the right to object, with respect to any such claim, suit, action or proceeding brought in any such court, that such court does not have jurisdiction over you.
2. You agree that these Terms of Use, as well as any suit, action or proceeding arising out of or in connection with any

dispute with us, including without limitation any claim involving us or our affiliates, subsidiaries, employees, members, officers, directors, and agents, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia in all matters, without regard to its provisions regarding conflicts of law and the United Nations Convention for the International Sale of Goods.

## Q. Other

1. Your satisfaction is our top priority and we're confident you'll be pleased with our services. Still, if you try us and decide your account does not sufficiently meet your needs, you can cancel for a refund.
2. Upon cancellation, your job posting will be turned off and you will be refunded the full amount of your most recent monthly charge from Snagajob.
3. The money back guarantee only applies for services that are contracted for using our on-line self-serve portal, does not apply to any services other than job postings and is available only once to each customer.

## R. Other

1. These Terms of Use, and our Privacy Policy and our [Complaint Procedure Regarding Content Posted on the Snagajob.com Website or App](#), which are incorporated into these Terms of Use by reference, constitute the entire agreement between us and you with respect to the subject matter of these Terms of Use, and supersede all previous and contemporaneous agreements, proposals and communications between us, written or oral, or whether established by custom, practice, policy or precedent.
2. We may assign these Terms of Use, in whole or in part, in our sole discretion. You may not assign your rights or obligations under these Terms of Use without our prior express written permission. Any attempt by you to assign your rights or obligations under these Terms of Use without our permission shall be void.
3. If any provision of these Terms of Use is found to be invalid by any court having jurisdiction to make such a determination, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.
4. Our failure to act with respect to a breach of these Terms of Use by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches. Except as expressly and specifically contemplated by these Terms of Use, no representations, statements, consents, waivers or other acts or omissions by us shall be deemed legally binding on us, unless documented in a physical writing hand signed by one of our duly appointed officers.
5. In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of our Website or App, exploitation of any advertising or other materials issued in connection therewith, or exploitation of our Website, App or any content or other material used or displayed on our Website or App.
6. Entities that Snagajob.com owns a fifty percent (50%) or greater interest in (an "Affiliate") are not parties to these Terms of Use, but intended third party beneficiaries of these Terms of Use, with a right to enforce these Terms of Use directly against you. Neither Apple Inc. nor its subsidiaries are parties to these Terms of Use, but Apple Inc. and its subsidiaries are third party beneficiaries to these Terms of Use as it applies to the App and if you download the App from the iTunes store to an Apple device. By accepting these Terms of Use, Apple will have the right to enforce these Terms of Use against you.
7. The headings of the various sections of these Terms of Use have been inserted only for the purposes of convenience, and those headings shall not be deemed, in any manner, to modify, enlarge or restrict any of the provisions of these Terms of



Use.

8. For further information relating to these Terms of Use, or to report a problem regarding the Website or App, please contact [legal@snagajob.com](mailto:legal@snagajob.com), or call Snagajob.com's Support Line 1-877-461-SNAG (7624).