

Terms and Conditions

Introduction

Please read this web page carefully. It contains the Terms and Conditions governing your access to and use of the CareerCampaigns Web Site. If you do not accept these Terms and Conditions or you do not meet or comply with their provisions, you may not use the Site. If you are an employer using the Site, you may have entered into a Service Agreement with CareerCampaigns, in which case these Terms and Conditions are part of and incorporated into that Service Agreement.

CareerCampaigns, LLC (the "Company") may revise these Terms and Conditions at any time by updating this posting. You should visit this page periodically to review the Terms and Conditions, because they are binding on you. The terms "You" and "User" as used herein refer to all individuals and/or entities accessing this web site for any reason. These Terms and Conditions are effective as of February 1, 2008.

Use of CareerCampaigns Content

The CareerCampaigns' Web site is intended for individuals seeking employment and for employers seeking candidates for employment. You may use this Site only for lawful purposes within the stated context of CareerCampaigns' intended and acceptable use of the Site. CareerCampaigns is the sole interpreter of the Site's intended and acceptable use.

License to Use by Job Candidates: CareerCampaigns hereby grants you a limited, terminable, non-exclusive right to access and use the Site only for your personal use seeking employment opportunities for yourself. This authorizes you to view and download a single copy of the material on the Site solely for your personal, noncommercial use. You agree that you are solely responsible for the content of any Document you post to the Site and any consequences arising from such posting. Your use of the Site is a privilege. CareerCampaigns reserves the right to suspend or terminate that privilege for any reason at any time, in its sole discretion.

License to Use by Employers: CareerCampaigns hereby grants you a limited, terminable, non-exclusive right to access and use the Site only for your internal business use seeking candidates for employment. This authorizes you to view and download a single copy of the material on the Site solely for your personal use directly related to using the Site for the purpose of searching and recruiting job prospects. You may not sell, transfer or assign any products or services or your rights to any products or services provided by CareerCampaigns to any third party without the express written authorization of CareerCampaigns. CareerCampaigns reserves the right to suspend or terminate your access and use at any time if CareerCampaigns determines that you are in breach of any of these Terms and Conditions.

The contents of CareerCampaigns.com, such as text, graphics, images, logos, button icons, software and other CareerCampaigns content (collectively, "CareerCampaigns Content"), are protected under both United States and foreign copyright, trademark and other laws. All CareerCampaigns Content is the property of CareerCampaigns or its content suppliers or clients. The compilation (meaning the collection, arrangement and assembly) of all content on the CareerCampaigns Site is the exclusive property of CareerCampaigns and is protected by United States and foreign copyright, trademark, and other laws. Unauthorized use of the CareerCampaigns Content may violate these laws, and is strictly prohibited. You must retain all copyright, trademarks, service mark and other proprietary notices contained in the original CareerCampaigns Content on any authorized copy You make of the CareerCampaigns Content.

You agree not to sell or modify the CareerCampaigns Content or reproduce, display, publicly perform, distribute, or otherwise use the CareerCampaigns Content in any way for any public or commercial purpose, in connection with products or services that are not those of CareerCampaigns.com, in any other manner that is likely to cause confusion among consumers, that disparages or discredits CareerCampaigns or its licensors, that dilutes the strength of CareerCampaigns' or its licensor's property, or that otherwise infringes CareerCampaigns' or its licensor's intellectual property rights. You further agree to in no other way misuse CareerCampaigns Content that appears on this Site. The use of the CareerCampaigns Content on any other Web site or in a networked computer environment for any purpose is prohibited. Any code that CareerCampaigns creates to generate or display any

CareerCampaigns Content or the pages making up any CareerCampaigns Site is also protected by CareerCampaigns' copyright and you may not copy or adapt such code.

Prohibited Uses of this Site

The CareerCampaigns Web site may be used only for lawful purposes by individuals seeking employment and career information and employers seeking employees. As one of the conditions of your use of this Site, you represent, warrant, and agree that you will not use (or plan, encourage, or help others to use) this Site for any purpose or in any manner that is prohibited by these terms, conditions and notices or by applicable law (including but not limited to any applicable export controls). It is your responsibility to ensure that your use of this Site complies with these terms and conditions (the "Terms and Conditions") and to seek prior written consent from the Company for any uses not permitted or not expressly specified herein. The Company specifically prohibits any use of this Site, and you hereby agree not to use this Site, for any of the following:

(i) posting any incomplete, false or inaccurate information about yourself, your organization, and/or your postings. Further, organizations and/or individuals which represent hiring organizations must identify themselves as such on the site during the signup process and must not otherwise misrepresent themselves or the positions that they post;

(ii) posting any material that is not entirely your own or for which you do not have full rights to use;

(iii) deleting or otherwise revising any material posted by any other person;

(iv) using any device, software, or routine to interfere (or attempt to interfere) with the proper working of this Site or any activity being conducted on this Site;

(v) taking any action that imposes an unreasonable or disproportionately large load on this Site's infrastructure (including without limitation "flooding," "spamming," "mail bombing," or "crashing" the Site);

(vi) notwithstanding anything to the contrary contained herein, using (or attempting to use) any engine, software tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to navigate or search this Site other than the search engine and search agents available from the Company on this Site and other than generally available third party Web browsers (e.g., Netscape Navigator, Microsoft Explorer, etc.). CareerCampaigns considers more than 1,000 resume views per user license per week to be abuse, and CareerCampaigns reserves the right to terminate access to the product and collect full contract value in the event of such abuse;

(vii) accessing data not intended for you or logging into a server or account that you are not authorized to access;

(viii) probing, scanning, or testing the vulnerability of a system or network or to breach security or authentication measures without proper authorization;

(ix) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting;

(x) if you have a password, allowing any other person to access a non-public area of this Site, disclosing to or sharing your password with any third parties or using your password for any unauthorized purpose; and

(xi) attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of this Site.

User Information

When you register for our service(s) on the Site, you will be asked to provide us with certain information, including but not limited to a valid e-mail address (your "User Information"). The Company's right to use your User Information is described in our privacy policy. Please see our Privacy Policy for further details regarding use of your Information. The Company reserves the right to offer third party services and products to you based on the preferences that you identify in your Information and at any time thereafter; such offers may be made by us or by third parties.

User Submissions

We appreciate hearing from our customers and welcome your comments regarding our services and this Site. Please be advised, however, that our policy does not permit us to accept or consider creative ideas, suggestions, inventions or materials other than those which we have specifically requested. While we do value your feedback on our services, please be specific in your comments regarding our services and do not submit creative ideas, inventions, suggestions, or materials.

If, despite our request, you send us creative suggestions, ideas, drawings, concepts, inventions, or other information (collectively the "Information"), the Information shall be the property of the Company. None of the Information shall be subject to any obligation of confidence on our part and we shall not be liable for any use or disclosure of any Information. The Company shall own exclusively all now known or later discovered rights to the Information and shall be entitled to unrestricted use of the Information for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person who submitted the Information.

Furthermore, as a user, you are responsible for your own communications and are responsible for the consequences of their posting. You must not, and by using this Site you hereby agree not to, do the following things: (i) post material that is copyrighted, unless you are the copyright owner or have the permission of the copyright owner to post it; (ii) post material that reveals trade secrets, unless you own them or have the permission of the owner; (iii) post material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others; (iv) post material that is obscene, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another user or any other person or entity; (v) post a sexually-explicit image or statement; (vi) post advertisements or solicitations of business, post chain letters or pyramid schemes; (vii) impersonate another person; (viii) or post material that contains viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

The Company does not represent or guarantee the truthfulness, accuracy, or reliability of communications posted by users or endorses any opinions expressed by users. You acknowledge that any reliance on material posted by other users will be at your own risk.

The Company acts as a passive conduit for the online distribution and publication of user-submitted information and has no obligation to screen communications or information in advance and is not responsible for screening or monitoring material posted by users. If notified by a user of communications which allegedly do not conform to these Terms and Conditions, the Company may investigate the allegation and determine in good faith and its sole discretion whether to remove or request the removal of the communication. The Company has no liability or responsibility to users for performance or nonperformance of such activities. The Company reserves the right to expel users and prevent their further access to the Web Site for violating the Terms and Conditions or the law and the right to remove communications which are abusive, illegal, or disruptive. The Company may take any action with respect to user-submitted information that it deems necessary or appropriate in its sole discretion if it believes it may create liability for the Company or may cause the Company to lose (in whole or in part) the services of its ISPs or other suppliers.

Any hyperlinks contained in a candidate profile submitted by Customer will be disabled when such profile is posted on a CareerCampaigns Web site.

Registration and Password

You are responsible for maintaining the confidentiality of your information and password. You shall be

responsible for all uses of your registration, whether or not authorized by You. You agree to immediately notify the Company of any unauthorized use of your registration or password.

Identification of Agent to Receive Notification and Elements of Notification of Claimed Copyright Infringement

If You believe that your copyrighted work has been uploaded, posted or copied to this Web Site and is accessible on this Web Site in a way that constitutes copyright infringement, please notify us by providing our designated copyright agent with the following information:

(i) The physical or electronic signature of either the copyright owner or of a person authorized to act on the owner's behalf;

(ii) A description of the copyrighted work You claim has been infringed, and a description of the activity that You claim to be infringing;

(iii). Identification of the URL or other specific location on this web site where the material or activity You claim to be infringing is located or is occurring; You must include enough information to allow us to locate the material or the activity;

(iv) Your name, address, telephone number and, if You have one, your e-mail address;

(v) A statement by You that You have a good faith belief that use on the web site of the copyrighted work in the manner You are complaining of is not authorized by the copyright owner, any agent of the copyright owner, or the law; and

(vi) A statement by You, made under penalty of perjury, that the information You have provided in your notice is accurate and that You are either the copyright owner or are authorized to act on behalf of the copyright owner.

We have designated Ashley Nelson as our agent to receive notices of claims of copyright infringement on our web site. You can contact Ashley as follows:

By mail:

Ashley Nelson
Director of Client Services
CareerCampaigns, LLC
1990 Main Street, Suite 750
Sarasota, FL 34240

By telephone:

941.309.5373

By e-mail:

anelson@careercampaigns.com

Policy Regarding Termination of Users and Account Holders Who Repeatedly Infringe the Copyright or Other Intellectual Property Rights of Others

CareerCampaigns, LLC and CareerCampaigns.com respect the intellectual property of others, and we ask our users and account holders to do the same. The unauthorized reproduction, copying, distribution, modification, public display or public performance of copyrighted works constitutes infringement of the copyright owners rights. As a condition to your use of this Web Site, You agree not to use the Web Site or any other CareerCampaigns Site to infringe the intellectual property rights of others in any way. We will terminate candidate profile postings and/or the accounts of any account holders, and block access to our Web Site and/or the other CareerCampaigns Sites of any users, who are repeat infringers of the copyrights, or other intellectual property rights, of others. We reserve the right to take these actions at any time, in our sole discretion, with or without notice, and without any liability to the account holder who is terminated or to the user whose access is blocked.

The Company's Liability

CareerCampaigns.com is only a venue. This Web Site acts as a venue for job candidates to post resumes, photos and other information and for Employers to view this collective information. The Company is not involved in the actual transaction between employers and candidates – other than providing the candidate name and contact information to a prospective employer and collecting the resulting placement fee. As a result, the Company has no control over the quality, safety or legality of the resumes or candidate profiles posted the truth or accuracy of the candidate information, the ability of employers to offer job opportunities to candidates or the ability of candidates to fill job openings. In addition, note that there are risks, including but not limited to the risk of physical harm, of dealing with strangers, underage persons or people acting under false pretenses. You assume all risks associated with dealing with other users with whom You come in contact through the Web Site and/or the other CareerCampaigns Sites.

Because user authentication on the Internet is difficult, the Company cannot and does not confirm that each user is who they claim to be. Because we do not and cannot be involved in user-to-user dealings or control the behavior of participants on any CareerCampaigns Site, in the event that You have a dispute with one or more users, You release the Company (and our agents and employees) from claims, demands and damages (actual and consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes

We are under no legal obligation to, and generally do not, control the information provided by other users which is made available through the Web Site and/or the other CareerCampaigns Sites. By its very nature, other people's information may be offensive, harmful or inaccurate, and in some cases will be mislabeled or deceptively labeled. We expect that You will use caution and common sense when using this Web Site and/or the other CareerCampaigns Sites.

The Web Site Content may contain inaccuracies or typographical errors. The Company makes no representations about the accuracy, reliability, completeness, or timeliness of any CareerCampaigns Site or the Web Site Content. The use of CareerCampaigns Sites and the Web Site Content is at your own risk. Changes are periodically made to CareerCampaigns Sites and may be made at any time.

You acknowledge and agree that You are solely responsible for the form, content and accuracy of any resume or material contained therein placed by You on the CareerCampaigns Sites. The Company is not to be considered to be an employer with respect to your use of any CareerCampaigns Site and the Company shall not be responsible for any employment decisions.

The company does not warrant that any CareerCampaigns Site will operate error-free or that any CareerCampaigns Site and its server are free of computer viruses or other harmful mechanism. If your use of any CareerCampaigns Site results in the need for servicing or replacing equipment or data, the company is not responsible for these costs. The CareerCampaigns Sites and Web Site are provided on an "as is" basis without any warranties of any kind. The Company, to the fullest extent permitted by law, disclaims all warranties, whether express or implied, including the warranty of merchantability, fitness for particular purpose and non-infringement. The Company makes no warranties about the accuracy, reliability, completeness, or timeliness of the Web Site content, services, software, text, graphics, and links.

Disclaimer of Consequential Damages

In no event shall the company, its suppliers, or any third parties mentioned on any CareerCampaigns Web Site be liable for any damages whatsoever (including, without limitation to, incidental and consequential damages, lost profits, or damages resulting from lost data or business interruption) resulting from the use or inability to use any CareerCampaigns Site and the Web Site content, whether based on warranty, contract, tort, or any other legal theory, and whether or not the Company is advised of the possibility of such damages.

Links to Other Sites

The Web Site and certain other current or future CareerCampaigns Sites may contain links to third party web sites. These links are provided solely as a convenience to You and not as an endorsement by the Company of the contents on such third-party Web sites. The Company is not responsible for the content of

linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party Web sites. If You decide to access linked third party Web sites, You do so at your own risk.

No Resale or Unauthorized Commercial Use

You agree not to resell or assign your rights or obligations under these Terms of Use. You also agree not to make any unauthorized commercial use of any CareerCampaigns Site.

Limitation of Liability

CareerCampaigns' maximum liability arising out of or in connection with any CareerCampaigns Site or your use of the Web Site content, regardless of the cause of action (whether in contract, tort, breach of warranty or otherwise), will not exceed \$100.

Termination

The Company reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to deletion of your photo, resume and/or candidate profile from this Web Site and any other current or future CareerCampaigns Sites and immediate termination of your registration with or ability to access this Web Site and the other CareerCampaigns Sites and/or any other service provided to You by the Company, upon any breach by You of these Terms and Conditions or if the Company is unable to verify or authenticate any information You submit to the Web Site or other CareerCampaigns Site registration.

Indemnity

You agree to defend, indemnify, and hold harmless the Company, its officers, directors, members, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) any material You provide to a CareerCampaigns Site, (ii) any Web Site Content that You use or (iii) your breach of the terms of these Terms and Conditions. The Company shall provide notice to You promptly of any such claim, suit, or proceeding and shall assist You, at your expense, in defending any such claim, suit or proceeding.

General

The Company makes no claims that the Web Site Content may be lawfully viewed or accessed outside of the United States. Access to the Web Site Content may not be legal by certain persons or in certain countries. If You access the Web Site from outside of the United States, You do so at your own risk and are responsible for compliance with the laws of your jurisdiction. These Terms and Conditions are governed by the internal substantive laws of the State of Florida, without respect to its conflict of laws and principles. Jurisdiction for any claims arising under this agreement shall lie exclusively with the state or federal courts within Florida. If any provision of these Terms and Conditions are found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any term of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided in additional terms of use for areas of the Web Site, a particular "Legal Notice," or Talent Terms of Service, Talent Seeker Terms of Service, Referral Partner Program Terms of Service or material on particular Web pages, these Terms and Conditions constitute the entire agreement between You and the Company with respect to the use of the CareerCampaigns Web Site. No changes to these Terms and Conditions shall be made except by a revised posting on this page.

Additional Terms of Use

Certain areas of this Web Site and the other CareerCampaigns Sites are subject to additional terms of use. By using such areas, or any part thereof, you agree to be bound by the additional terms of use applicable to such areas.