

Terms of Use

This page states the Terms of Use ("Terms") under which "You" (the user) may use Careerimp Sites and Services (including the Resunate software).

The Terms stated herein constitute a binding agreement between You and Careerimp, Inc. If You do not accept the Terms stated here, PLEASE do not use the Careerimp Sites and Services.

The Careerimp Sites are defined as any Web sites under Careerimp's control, whether partial or otherwise (including, without limitation, Careerimp's Resunate Sites and the Web site from which these terms of use were accessed from). The Careerimp Sites include a variety of features and services, including an on-line service to generate resumes ("Careerimp Services").

Careerimp may revise these Terms at any time by posting an updated version to this Web page. You should visit this page periodically to review the most current Terms because they are binding on You.

Users who violate these Terms may have their access and use of the Careerimp Sites suspended or terminated, at Careerimp's discretion.

Eligibility

By visiting the Careerimp Sites or accepting these Terms, You represent and warrant to Careerimp that You have reached the age of majority in your jurisdiction, and that You have the right, authority and capacity to agree to and abide by these Terms. You also represent and warrant to Careerimp that You will use the Careerimp Sites in a manner consistent with any and all applicable laws and regulations.

Membership & Pricing

You may become a Member of the Service at no cost. As a Member, you will have the ability to participate in some, but not all, of the features and services offered by Careerimp.

Use of Careerimp Content

The contents of the Careerimp Sites such as text, graphics, images, logos, button icons, software and other Careerimp content (collectively, "Careerimp Content"), are protected under both United States and foreign laws. All Careerimp Content is the property of Careerimp or its content suppliers or clients. The compilation (meaning the collection, arrangement and assembly) of all content on the Careerimp Sites is the exclusive property of Careerimp and is protected by United States and foreign laws. Unauthorized use of the Careerimp Content may violate these laws, and is strictly prohibited. You must

retain all copyright, trademark, service mark and other proprietary notices contained in the original Careerimp Content on any authorized copy You make of the Careerimp Content.

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

Careerimp Site Restrictions

Users may not use any Careerimp Site in order to transmit, post, distribute, store or destroy material, including without limitation, Careerimp Content, (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or (c) that is defamatory, obscene, threatening, abusive or hateful.

Users are also prohibited from violating or attempting to violate the security of any Careerimp Site, including without limitation, the following activities: (a) accessing data not intended for such User or logging into a server or account which the User is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any User, host or network, including, without limitation, via means of submitting a virus to any Careerimp Site, overloading, "flooding", "spamming", "mailbombing" or "crashing"; or (d) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil and/or criminal liability. Careerimp will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

In order to ensure a safe and effective experience for all of our customers, Careerimp reserves the right to limit the amount of data (including resume views) that may be accessed by You in any given time period. These limits may be amended in Careerimp's sole discretion from time to time.

Prohibited Uses

The resume generation and other features of the Careerimp Sites may be used only for lawful purposes by individuals seeking employment and career information and employers seeking employees. Careerimp Communities and Profiles may be used only for lawful purposes by individuals to network for professional purposes with other individuals.

Careerimp specifically prohibits any other use of the Careerimp Sites, and all Users agree not to do any of the following: (a) use any Careerimp Sites for any purpose other than as an employer seeking employees, or candidate seeking employment information or opportunities including but not limited to using the information to sell or promote any products or services; (b) post or submit to any Careerimp Site any incomplete, false or inaccurate biographical information or information which is not your own; (c) post on any Careerimp Site any franchise, pyramid scheme, "club membership", distributorship or sales representative agency arrangement or other business opportunity which requires an upfront or periodic payment, pays commissions only (except for postings that make clear that the available job pays commission only and clearly describes the product or service that the job seeker would be selling, in which case such postings are permissible), or requires recruitment of other members, sub-distributors or sub-agents; (d) send unsolicited mail or e-mail, make unsolicited phone calls or send unsolicited faxes regarding promotions and/or advertising of products or services to a User of any Careerimp Site; (e) delete or revise any material posted by any other person or entity; (f) take any action that imposes an unreasonable or disproportionately large load on any Careerimp Site's infrastructure; (g) notwithstanding anything to the contrary contained herein, use or attempt 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 any Careerimp Site other than the search engine and search agents available from Careerimp on such Careerimp Site and other than generally available third party web browsers (e.g., Internet Explorer, Firefox, Safari); (h) decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of any Careerimp Site; or (i) aggregate, copy or duplicate in any manner any of the Careerimp Content or information available from any Careerimp Site, without express written consent from Careerimp.

Careerimp does not necessarily monitor all materials and content transmitted, or communicated to or within the Site. If you believe that something on the Site violates these Terms please contact us immediately at (412) 444-5175.

If notified by a User of User Content or other materials which allegedly do not conform to these Terms, Careerimp may in its sole discretion investigate the allegation and determine whether to take any other actions whether to remove or request the removal of the User Content. Careerimp has no liability or responsibility to Users for performance or nonperformance of such activities.

Registration Information

When You register with any Careerimp Site, You will be asked to create an account and provide Careerimp with certain information including, without limitation, a valid email address (your "Information"). Information you submit will be used in accordance with Careerimp's Privacy Policy.

You understand and acknowledge that you have no ownership rights in your account, and that if you cancel your account, all your account information from Careerimp, including resumes, Profiles, contacts, saved jobs, will be marked as deleted in Careerimp's databases and will be removed from any public area of the Careerimp Sites. Information may continue to be available for some period of time because of delays in propagating such deletion through Careerimp's web servers.

Registration & Password

You are responsible for maintaining the confidentiality of your account, Profile and passwords, as applicable. You may not share your password or other account access information with any other party, temporarily or permanently, and You shall be responsible for all uses of your Your Careerimp Site registrations and passwords, whether or not authorized by You. You agree to immediately notify Careerimp of any unauthorized use of your employer account, Profile, passwords or passwords, as the case may be.

Termination Policy

Careerimp, Inc., and all of its affiliated companies respect the intellectual property of others, and we ask our Users and content partners to do the same. The unauthorized posting, reproduction, copying, distribution, modification, public display or public performance of copyrighted works constitutes infringement of the copyright owner's rights. As a condition to your use of the Careerimp Sites, You agree not to use any Careerimp Site to infringe the intellectual property rights of others in any way. We will terminate the accounts of any the Careerimp Sites Users, and block access to the Careerimp 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 User who is terminated or to the User whose access is blocked.

Careerimp's Liability

The Careerimp Sites act as a hub for employers and job seekers to explore and connect to career opportunities. Careerimp is not involved in the actual transaction between employers and candidates. As a result, Careerimp has no control over the truth or accuracy of User Content or resumes created. Careerimp may take any action with respect to User Content that it deems necessary or appropriate in its sole discretion if it believes that such User Content could create liability for Careerimp, damage

Careerimp's brand or public image, or cause Careerimp to lose (in whole or in part) the services of its ISPs or other suppliers. While Careerimp reserves the right in its sole discretion to remove User Content or profiles from the Careerimp Sites from time to time, Careerimp does not assume any obligation to do so and disclaims any liability for failing to take any such action.

The Careerimp Communities provide a venue for individuals to network for professional purposes and Careerimp does not screen or censor the Profiles or User Content on the Careerimp Sites. Careerimp is not involved in the actual communications between Careerimp Community Users. As a result, Careerimp has no control over the accuracy, reliability, completeness, or timeliness of the Profiles or User Content submitted on the Careerimp Sites and makes no representations about any Profile or User Content on the Careerimp Sites.

In addition, note that there are risks, including but not limited to the risk of physical harm, of dealing with strangers, foreign nationals, 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 Careerimp 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 the Careerimp Sites.

Because User authentication on the Internet is difficult, Careerimp 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 Careerimp Site, in the event that You have a dispute with one or more Users, You release Careerimp (and our agents and employees) from claims, demands and damages (actual and consequential and 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.

The Careerimp Sites and the Careerimp Content may contain inaccuracies or typographical errors. Careerimp makes no representations about the accuracy, reliability, completeness, or timeliness of any Careerimp Site or the Careerimp Content. The use of all Careerimp Sites and the Careerimp Content is at your own risk. Changes are periodically made to Careerimp 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 information contained therein placed by You on the Careerimp Sites.

Careerimp cannot guarantee and does not promise any specific results from use of the Careerimp Sites. No advice or information, whether oral or written, obtained by a User from Careerimp through or from any Careerimp Site shall create any warranty not expressly stated herein.

Disclaimer of Warranty

Careerimp does not warrant that any Careerimp site will operate error-free. Careerimp sites are provided without any warranties of any kind. In no event shall Careerimp be liable for any damages.

No Resale or Unauthorized Commercial Use

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

Indemnity

You agree to defend, indemnify, and hold harmless Careerimp, its affiliates, and their respective officers, directors, 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 User Content or other material You provide to any Careerimp Site, (ii) your use of any Careerimp Content, or (iii) your breach of the terms of these Terms. Careerimp shall provide notice to You promptly of any such claim, suit, or proceeding.

General Access to the Careerimp Content may not be legal by certain persons or in certain countries. If You access Careerimp.com or any other U.S. based Careerimp 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 are governed by the internal substantive laws of the Commonwealth of Delaware, without respect to its conflict of laws principles. Jurisdiction for any claims arising under this agreement shall lie exclusively with the state or federal courts within Delaware. If any provision of these Terms 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, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term. In addition, Careerimp's failure to enforce any term of these Terms shall not be deemed as a waiver of such term or otherwise affect Careerimp's ability to enforce such term at any point in the future. Except as expressly provided in an additional agreement, additional Terms for certain areas of the Careerimp Sites, a particular "Legal Notice," or software license or material on particular Careerimp Site pages, these Terms constitute the entire agreement between You and Careerimp with respect to the use of the Careerimp Sites. No changes to these Terms shall be made except by a revised posting on this page.

Term and Termination

These Terms will remain in full force and effect while You are a User of the Careerimp Sites at any level. Careerimp reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not

limited to removal of your User Content from the Careerimp Sites -and immediate termination of your registration with or ability to access the Careerimp Sites -and/or any other services provided to You by Careerimp, upon any breach by You of these Terms or if Careerimp is unable to verify or authenticate any information You submit to Careerimp.com or pursuant to other Careerimp Site registration.

These Terms constitute a binding agreement between You and Careerimp, and is accepted by You upon your use of a Careerimp Site.