



CAREERPLUG TERMS OF SERVICE

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THIS SERVICE.

BY USING THE SERVICE OR CLICKING “AGREE” CUSTOMER IS AGREEING TO BE BOUND BY THIS AGREEMENT. IF YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF OR FOR THE BENEFIT OF CUSTOMER, THEN YOU REPRESENT AND WARRANT THAT YOU HAVE THE NECESSARY AUTHORITY TO AGREE TO THIS AGREEMENT ON CUSTOMER’S BEHALF.

This agreement is between CareerPlug LLC, a Texas limited liability company (CareerPlug), and the customer agreeing to these terms (Customer).

1. HUMAN RESOURCES SOFTWARE SERVICE.

This agreement provides Customer access to and usage of an Internet based human resources software service as specified on an order and as further outlined at: careerplug.com (Service).

2. USE OF SERVICE.

a. Customer Owned Data.

All data, information, images, files and other content uploaded by Customer remains the property of Customer, as between CareerPlug and Customer (Customer Content). Customer grants CareerPlug the right to use the Customer Content solely for purposes of performing under this agreement. During the term of this agreement, Customer may export its Customer Content as allowed by the reporting functionality within the Service.

b. Contractor Access and Usage.

Customer may allow its contractors to access the Services in compliance with the terms of this agreement, which access must be for the sole benefit of Customer. Customer is responsible for the compliance with this agreement by its contractors.

c. Customer Responsibilities.

Customer (i) must keep its passwords secure and confidential; (ii) is solely responsible for Customer Content and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify CareerPlug promptly of any such unauthorized access; (iv) must ensure that no virus or destructive code is uploaded to the Service; and (v) may use the Service only in accordance with the Service’s technical documentation and applicable law.

d. Third Party Services.

CareerPlug may integrate with certain third party online service providers (for example without limitation, background check providers). These services are provided by the third-party vendors, and use of these services is governed by Customer's contract with such third parties. CareerPlug is not responsible for the performance, availability or use of any such third party service. CareerPlug cannot guaranty that it will have continuous access to such services, and the third party may terminate use of such services on a temporary or permanent basis.

e. CareerPlug Support.

CareerPlug must provide customer support for the Service under the terms of CareerPlug's Customer Support Policy (Support) which is located at careerplug.com/careerplug-support-policy/, and is incorporated into this agreement for all purposes.

f. Trial.

If Customer has registered for a trial use of the Service, Customer may access the Service for duration specified by CareerPlug. The Service is provided AS IS, with no warranty during this time period. All Customer Content will be deleted after the trial period, unless Customer converts its account to a paid Service.

3. WARRANTY.

a. Warranty.

CareerPlug warrants to Customer: (i) the functionality or features of the Service may change but will not materially decrease during any paid term; and (ii) that the Support may change but will not materially degrade during any paid term.

b. THIRD PARTY JOB SITE DISCLAIMER.

CAREERPLUG DOES NOT CONTROL THE POSTINGS ONCE SUBMITTED TO A THIRD PARTY JOB SITE, AND SUCH POSTINGS ARE SUBJECT TO THE RULES AND DISCRETION OF THE THIRD PARTY SITE. CAREERPLUG CANNOT GUARANTY THE LOCATION, PERFORMANCE OR WHETHER OR NOT THE POSTINGS ARE DISPLAYED BY SUCH THIRD PARTY JOB SITE.

c. LEGAL DISCLAIMER.

CAREERPLUG STRIVES TO KEEP ITS SERVICE ACCURATE, CURRENT AND UP-TO-DATE, BUT BECAUSE THE LAW CHANGES RAPIDLY AND IS SUBJECT TO DIFFERENT INTERPRETATIONS BY THE COURTS, CUSTOMER SHOULD NOT RELY ON THIS SERVICE FOR ANY TYPE OF LEGAL ADVICE OR AS THE SOLE METHOD OF LEGAL COMPLIANCE. CUSTOMER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL LAWS WHEN USING THE SERVICE OR THE GENERATED REPORTS.

d. GENERAL DISCLAIMER.

CAREERPLUG DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. WHILE CAREERPLUG TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, CAREERPLUG DOES NOT GUARANTEE THAT THE SERVICE CANNOT BE COMPROMISED. CUSTOMER UNDERSTANDS THAT THE SERVICE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.

4. PAYMENT.

Customer must pay all fees as specified on the order, but if not specified then within 30 days of receipt of an invoice. Customer is responsible for the payment of all sales, use, withholding, and other similar taxes. This agreement contemplates one or more orders for the Service, which orders are governed by the terms of this agreement.

5. MUTUAL CONFIDENTIALITY.

a. Definition of Confidential Information.

Confidential Information means all non-public information disclosed by a party (Discloser) to the other party (Recipient), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (Confidential Information). CareerPlug’s Confidential Information includes without limitation the Service (including without limitation the Service user interface design and layout, and pricing information).

b. Protection of Confidential Information.

The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement.

c. Exclusions.

Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order.

6. CAREERPLUG PROPERTY.

a. Reservation of Rights.

The software, workflow processes, user interface, designs, know-how, and other technologies provided by CareerPlug as part of the Service are the proprietary property of CareerPlug and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with CareerPlug. Customer may not remove or modify any proprietary marking or restrictive legends in the Service. CareerPlug reserves all rights unless expressly granted in this agreement.

b. Restrictions.

Customer may not (i) sell, resell, rent or lease the Service or use it in a service provider capacity; (ii) use the Service to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Service; (iv) attempt to gain unauthorized access to the Service or their related systems or networks; (v) reverse engineer the Service; or (vi) access the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

c. Aggregate Data.

During and after the term of this agreement, CareerPlug may use non-personally identifiable data within the Service for purposes of enhancing the Service, aggregated statistical analysis, technical support and other business purposes.

7. TERM AND TERMINATION.

a. Term.

This agreement continues until all orders have terminated.

b. Mutual Termination for Material Breach.

If either party is in material breach of this agreement, the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.

c. Return of Customer Content.

Within 60-days after termination, upon request CareerPlug will make the Service available for Customer to export Customer Content as provided in Section 2(a).

After such 60-day period, CareerPlug has no obligation to maintain the Customer Content and may destroy it.

d. Return CareerPlug Property Upon Termination.

Upon termination of this agreement for any reason, Customer must pay CareerPlug for any unpaid amounts, and destroy or return all property of CareerPlug. Upon CareerPlug's request, Customer will confirm in writing its compliance with this destruction or return requirement.

e. Suspension for Violations of Law.

CareerPlug may temporarily suspend or terminate the Service (or both), if it in good faith believes that as part of using the Service Customer has violated a law or if Customer has unpaid amounts under this agreement. CareerPlug will attempt to contact Customer in advance.

f. Bandwidth Limitations.

CareerPlug does not currently place a limit on data storage or bandwidth usage. Customer should store Customer Content than is reasonably needed for normal recruiting and human resource management purposes. CareerPlug retains the right to create limits on bandwidth use and storage with respect to the Service with prior electronic notice to Customer.

8. LIABILITY LIMIT.

a. EXCLUSION OF INDIRECT DAMAGES.

CareerPlug is not liable for any indirect, special, incidental or consequential damages arising out of or related to this agreement (including, without limitation, costs of delay; loss of data, records or information; and lost profits, revenue or anticipated cost savings), even if it knows of the possibility of such damage or loss.

b. TOTAL LIMIT ON LIABILITY.

CareerPlug's total liability arising out of or related to this agreement (whether in contract, tort or otherwise) does not exceed the amount paid by Customer within the 12 month period prior to the event that gave rise to the liability.

9. INDEMNITY.

If any third-party brings a claim against CareerPlug related to Customer's acts, omissions, or Customer Content within the Service, Customer must defend, indemnify and hold CareerPlug harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.

10. GOVERNING LAW AND FORUM.

This agreement is governed by the laws of the State of Texas (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for Travis County, Texas, and Customer submits to this personal jurisdiction and venue. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

11. OTHER TERMS.

a. Entire Agreement and Changes.

This agreement and the order constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise or inducement not included in this agreement is binding. No modification of this agreement is effective unless both parties sign it, and no waiver is effective unless the party waiving the right signs a waiver in writing.

b. No Assignment.

Neither party may assign or transfer this agreement or an order to a third party, except that this agreement with all orders may be assigned, without the consent of the other party, as part of a merger, or sale of substantially all the assets, of a party.

c. Independent Contractors.

The parties are independent contractors with respect to each other.

d. Enforceability and Force Majeure.

If any term of this agreement is invalid or unenforceable, the other terms remain in effect. Except for the payment of monies, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events.

e. Money Damages Insufficient.

Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.

f. No Additional Terms.

CareerPlug rejects additional or conflicting terms of any Customer form-purchasing document.

g. Order of Precedence.

If there is an inconsistency between this agreement and an order, the order prevails.

h. Survival of Terms.

Any terms that by their nature survive termination of this agreement for a party to assert its rights and receive the protections of this agreement, will survive. The UN Convention on Contracts for the International Sale of Goods does not apply.

i. Feedback.

By submitting ideas, suggestions or feedback to CareerPlug regarding the Service, Customer agrees that such items submitted do not contain confidential or proprietary information; and Customer hereby grants CareerPlug an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose.

j. Reference.

Customer agrees to allow CareerPlug to use its name and logo in its marketing communications and materials, in accordance with Customer's trademark guidelines and policies.