



# General Terms and Conditions

Last modified: May 15, 2023

## 1. Acceptance of these Terms

These terms of use are entered into by and between you and Softrams LLC, a Virginia limited liability company ("**Company**", "**we**", or "**us**"). The following terms of use, together with any documents they expressly incorporate by reference (collectively, the "**Terms**"), govern your access to and use of Job Ring (the "**Platform**"), including any content, functionality, and services offered on or through **jobring.ai** (the "**Website**"), whether as a guest or a registered user. Please read the Terms carefully before you start to use the Website or the Platform. **By using the Website or the Platform or by clicking to accept or agree to the Terms when this option is made available to you, you accept and agree to be bound and abide by these Terms and our Privacy Policy, found at <https://jobring.ai/privacy-policy> (the "Privacy Policy"), incorporated herein by reference.** If you do not want to agree to these Terms or the Privacy Policy, you must not access or use the Website or the Platform. The Terms are effective upon your use of the Website or the Platform or upon your clicking to accept or agree to the Terms when this option is made available to you.

## 2. Changes to the Terms, the Website, and the Platform

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website and the Platform thereafter. However, any changes to the dispute resolution provisions set forth in Section 19 will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website. Your continued use of the Website or the Platform following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time to ensure that you are aware of any changes, as they are binding on you.

## 3. Accessing the Website and the Platform; Account Security

- a. To use the Website and the Platform, you represent that: (1) you are at least 18 years of age or older; (2) you reside in the United States of



America; (3) you will have only one account (an "**Account**") through the Platform, which must be in your legal name; and (4) you are not already restricted by the Company from using the Website or the Platform.

Creating an Account with false information, including Accounts registered on behalf of others or persons under the age of 18, is a violation of the Terms. When you create your Account, we may ask you to login via your GitHub, LinkedIn, or another third-party service account, and you authorize us to access such account for the purposes of the Terms and to establish and maintain your Account.

- b. You represent and warrant that all the information you provide on or through the Website or the Platform, including all information provided to create and maintain your Account, is correct, current, and complete. You also acknowledge that your Account is personal to you, and you agree not to provide any other person with access to the Website, the Platform, or portions thereof using your Account, user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your Account, user name, or password or any other breach of security. You also agree to ensure that you exit or log out from your Account at the end of each session. You should use particular caution when accessing your Account from a public or shared computer so that others are not able to view or record your password or other personal information.
- c. All information you provide to register with the Website, the Platform, or otherwise, including, but not limited to, creating your Account or through the use of any Interactive Services, is governed by the Privacy Policy, and you consent to all actions we take with respect to your information consistent with the Privacy Policy.
- d. We reserve the right to withdraw or amend the Website or the Platform, and any service or material we provide on the Website or the Platform, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website or the Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website or the Platform, or the entire Website or the Platform, to users, including registered users.



- e. We have the right to disable any Account, user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.
- f. You and the Company agree that we may access, store, process and use any information and personal data that you provide in accordance with the terms of the Privacy Policy and your choices (including settings).

#### 4. **Referral Users**

- a. You may elect to refer (each, a "**Referral**") qualified candidates to potential employers (each, an "**Employer**") in response to job postings on the Website or the Platform (each, a "**Posting**"). Any decision by you to offer or make a Referral is a decision made in your sole discretion. A separate agreement is formed between you and the Employer when you offer or make a Referral to such Employer. In order to make a Referral, (1) you must be at least 18 years of age or older; (2) you must reside in the United States of America; and (3) you must not already be restricted by the Company from using the Website or the Platform.
- b. If you make a Referral to an Employer, you may be eligible to receive a referral payment (a "**Referral Payment**"), which shall be paid by the Employer in the event certain eligibility conditions provided by the Employer in connection with the Posting are satisfied. To make a Referral, you must complete an employee referral form and submit it online through the Website or the Platform. For each Referral, you must personally know the candidate which you are referring and explain the basis for such Referral.
- c. In making a Referral, you agree to comply with the Terms, including the Content Standards, and the Privacy Policy.
- d. In connection with each Referral, you may receive information related to the Employer, the Posting, the candidate, and the interview, hiring, and employment process. This information is confidential, solely for the use of performing the Terms, and may not be disclosed or copied unless authorized by Company in writing.
- e. Each Employer agrees to make a Referral Payment in connection with the interview, hiring, or retention of a candidate, and the applicable eligibility conditions for such Referral Payment will be set forth in the Posting. If the



eligibility conditions are satisfied with respect to a candidate that you referred to the Employer and you are eligible to receive a Referral Payment, the Employer will pay such Referral Payment to us, and we will subsequently make such Referral Payment to you. We will not make any Referral Payment to you unless and until we receive payment of such Referral Payment from the Employer, and you shall have no recourse against us if the Employer does not make the Referral Payment to us, and as a result you do not receive a Referral Payment, with respect to a Referral. All Referral Payments are facilitated through a third-party payment processor (e.g., Stripe, Inc.) and subject to the terms and conditions of such third-party payment processor. The Company may replace its third-party payment processor without notice to you. To ensure that you receive Referral Payments, you must ensure that your personal information with such third-party payment processor is accurate and up-to-date.

- f. In making a Referral through the Website or Platform you acknowledge and agree that your relationship with the Company is solely that of an independent contractor. You and the Company expressly agree that (1) this is not an employment agreement and does not create an employment relationship between you and the Company; and (2) no joint venture, franchisor-franchisee, partnership, or agency relationship is intended or created by this Agreement. You have no authority to bind the Company, and you undertake not to hold yourself out as an employee, agent or authorized representative of the Company.
- g. You represent and warrant that all information you provide in a Referral will be true and correct in all respects.
- h. You acknowledge and understand that the state in which you reside or the state in which a Posting is located may require you to register as an "*employment agency*" or obtain a similar registration or license prior to making Referrals (each, a "**Registration Requirement**"). You represent and warrant that you have complied, and will comply, with all applicable Registration Requirements in connection with each Referral made through the Website or the Platform.
- i. Both you and the Company may terminate your ability to provide Referrals via the Website or Platform at any time with notice to the other. Following



such termination, at the Company's discretion, you may continue to use the Website or the Platform without the ability to provide Referrals or receive any Referral Payments. Unless we determine that you have violated the Terms or the Privacy Policy, you shall remain eligible to receive any Referral Payments for any Referrals made prior to the termination of your ability to provide Referrals under this Section.

## 5. **Prohibited Uses**

- a. You may use the Website and Platform only for lawful purposes and in accordance with these Terms. Without limiting the foregoing, you agree not to use the Website or Platform:
  - i. In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
  - ii. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
  - iii. To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards;
  - iv. To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter", "spam", or any other similar solicitation;
  - v. To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing);
  - vi. To post or disseminate information or interact on the Website in a manner which is fraudulent, libelous, abusive, obscene, profane, sexually oriented, harassing, or illegal; or
  - vii. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.



- b. Additionally, you agree not to:
- i. Use the Website or the Platform in any manner that could disable, overburden, damage, or impair the Website or the Platform or interfere with any other party's use of the Website or the Platform, including their ability to engage in real time activities through the Website or the Platform;
  - ii. Use any robot, spider, or other automatic device, process, or means to access the Website or the Platform for any purpose, including monitoring or copying any of the material on the Website or the Platform;
  - iii. Use any manual process to monitor or copy any of the material on the Website or the Platform, or for any other purpose not expressly authorized in these Terms, without our prior written consent;
  - iv. Use any device, software, or routine that interferes with the proper working of the Website or the Platform;
  - v. Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
  - vi. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website or the Platform, the server on which the Website or the Platform is stored, or any server, computer, or database connected to the Website or the Platform;
  - vii. Attack the Website or the Platform via a denial-of-service attack or a distributed denial-of-service attack; or
  - viii. Otherwise attempt to interfere with the proper working of the Website or the Platform.

6. **Applying to Jobs Through the Website or the Platform**

- a. When you ask us to submit your application or other information through the Website or the Platform (the "**Application Materials**") for a Posting, you are sending your Application Materials to us, and you are requesting and authorizing us to make available such Application Materials to the applicable Employer for the indicated Posting. You consent to your application and any responses sent to you by the Employer (including offer letters) through the Website or Platform being processed and analyzed by us according to the Terms and the Privacy Policy.



- b. We do not guarantee that any Employer will receive, be notified about, access, read or respond to any Application Materials, or that there will be no mistakes in the transmission or storage of the Application Materials. We rely on each Employer and its agents to provide us with the correct destination for all application submissions (the "**Contact Information**"), and we cannot confirm the validity of the Contact Information provided to us by each Employer. Accordingly, if the Contact Information is incorrect, your Application Materials will not be sent to its intended recipient. We are not responsible if Application Materials are not delivered to an Employer for any reason.
- c. We are not responsible for the content of the Employer's Posting, messages, screener questions, skills assessments, or their format or method of delivery, and we do not guarantee receipt of your Application Materials by the Employer, or your receipt of messages from the Employer. We do not choose the questions asked by Employers or decide the job qualification criteria of Employers. Employers are solely responsible for compliance with all applicable laws, including the Fair Credit Reporting Act and similar laws, anti-discrimination laws such as Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and any applicable data protection or privacy laws. Employers are responsible for offering alternative methods of screening, if so required by the Americans with Disabilities Act or any similar law. You must contact the Employer if you require alternative methods of screening. Some questions may be labeled as Optional, indicating only that the Application Materials may be submitted to the Employer without providing an answer. We cannot guarantee that the Employer will consider such Application Materials or make a particular determination with regard to such Application Materials. We do not guarantee the identity of an Employer or any individuals working for any Employers. We do not guarantee the validity of a job offer and caution you to verify the validity of a job offer before taking an adverse action regarding their current employment situations. You are solely responsible for verifying the accuracy of any Employer or job offer.

## 7. User Contributions



- a. The Website and the Platform may contain message boards, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, or transmit to other users or other persons ("**post**") content or materials (collectively, "**User Contributions**") on or through the Website or the Platform. Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website or the Platform, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.
- b. You represent and warrant that:
  - i. You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns; and
  - ii. All of your User Contributions do and will comply with these Terms, including the Content Standards, and the Privacy Policy.
- c. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible for the use of any personal information that you disclose to other users or Employers on the Website or the Platform.
- d. We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user on the Website or the Platform.

## 8. **Content Standards**

- a. These content standards (the "**Content Standards**") apply to all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:





- i. Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
- ii. Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- iii. Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person;
- iv. Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with the Terms or the Privacy Policy;
- v. Be likely to deceive any person;
- vi. Promote any illegal activity, or advocate, promote, or assist any unlawful act;
- vii. Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person;
- viii. Impersonate any person, or misrepresent your identity or affiliation with any person or organization;
- ix. Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising; or
- x. Give the impression that they emanate from, or are endorsed by, us or any other person or entity, if this is not the case.

**9. Intellectual Property Rights**

- a. The Website, the Platform, and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), the Company name, the term Job Ring, the Company's logo, and all related names, logos, product and service names, designs, and slogans are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.



- b. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Website or the Platform, except as follows:
  - i. Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials;
  - ii. You may store files that are automatically cached by your Web browser for display enhancement purposes;
  - iii. You may print or download one copy of a reasonable number of pages of the Website for your own personal use and not for further reproduction, publication, or distribution;
  - iv. If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal use, provided you agree to be bound by our end user license agreement for such applications; and
  - v. You may post the referral links for the jobs on social media, provided that such postings otherwise comply with these terms and the privacy policy.
- c. You must not:
  - i. Modify copies of any materials from the Website or the Platform;
  - ii. Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text; or
  - iii. Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
- d. If you wish to make any use of material on the Website other than as set out in this section, please address your request to: [legal@jobring.ai](mailto:legal@jobring.ai).
- e. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website or the Platform in breach of the Terms, your right to use the Website or the Platform will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or the Platform or any content on the Website or the Platform is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website or the Platform not expressly permitted



by the Terms is a breach of the Terms and may violate copyright, trademark, and other laws.

- f. If you believe, in good faith, that any materials on the Website or the Platform infringe upon your copyrights, please contact us at [legal@jobring.ai](mailto:legal@jobring.ai) for information on how to make a copyright complaint.

## 10. **Termination**

Both you and the Company may terminate the Terms at any time with notice to the other. If you wish to terminate the Terms, you can do so by closing your Account and no longer accessing or using the Website or the Platform. On termination, you lose the right to access or use the Website and the Platform. Notwithstanding the foregoing, the following provisions of the Terms shall survive termination: Sections 7, 9, 10, and 16 through 21.

## 11. **Monitoring and Enforcement**

- a. We have the right to:
  - i. Remove or refuse to post any User Contributions for any or no reason in our sole discretion;
  - ii. Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company;
  - iii. Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
  - iv. Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website or the Platform; or
  - v. Terminate or suspend your access to all or part of the Website or the Platform for any or no reason, including without limitation, any violation of the Terms.



- b. Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website or the Platform. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.
- c. We do not undertake to review material before it is posted on the Website or the Platform, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

#### **12. Reliance on Information Posted**

- a. The information presented on or through the Website or the Platform is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website or the Platform, or by anyone who may be informed of any of its contents.
- b. The Website and the Platform include content provided by third parties, including materials provided by other users and third-party licensors, syndicators, aggregators, or reporting services. All statements or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

#### **13. Linking to the Website and Social Media Features**



- a. You may link to the Website and the Platform, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.
- b. The Website or the Platform may provide certain social media features that enable you to link from your own or certain third-party websites to certain content on the Website or the Platform; send emails or other communications with certain content, or links to certain content, on the Website or the Platform; or cause limited portions of content on the Website or the Platform to be displayed or appear to be displayed on your own or certain third-party websites. You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:
  - i. Establish a link from any website that is not owned by you or to any website that does not comply in all respects with the Content Standards;
  - ii. Cause the Website or the Platform or portions of the Website or the Platform to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking; or
  - iii. Otherwise take any action with respect to the materials on this Website or the Platform that is inconsistent with any other provision of these Terms.
- c. You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.
- d. We may disable all or any social media features and any links at any time without notice in our discretion.

#### **14. Links from the Website or the Platform**

If the Website or the Platform contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and



sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

#### 15. **Communications**

In connection with your use of the Website or the Platform, you expressly consent and agree to receive communications from the Company, its affiliated companies, other users, or Employers using written, electronic, or verbal means, including by email, push notifications, text messages, or telephone calls to your telephone number, as permitted by applicable law and even if that phone number or email address is registered on any federal or state Do-Not-Call or Do-Not-email registries. You may change your notification settings and opt out of some or all communications in connection with the Website or Platform at any time.

#### 16. **Disclaimer of Warranties**

- a. You understand that we cannot and do not guarantee or warrant that the Website, the Platform, or any websites or content accessed through the Website or the Platform will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE, THE PLATFORM, OR ANY SERVICES OBTAINED THROUGH THE WEBSITE OR THE PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.
- b. YOUR USE OF THE WEBSITE AND THE PLATFORM, THEIR CONTENT, AND ANY SERVICES OBTAINED THROUGH THE WEBSITE OR THE PLATFORM ARE AT YOUR OWN RISK. THE WEBSITE, THE PLATFORM, THEIR



CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR THE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE OR THE PLATFORM. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, THE PLATFORM, THEIR CONTENT, OR ANY SERVICES OBTAINED THROUGH THE WEBSITE OR THE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE, THE PLATFORM, OR ANY SERVICES OBTAINED THROUGH THE WEBSITE OR THE PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

- c. TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.
- d. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**17. Limitation on Liability**

- a. THE COMPANY AND ITS AFFILIATES MAKE NO REPRESENTATION OR WARRANTY ABOUT THE WEBSITE OR THE PLATFORM, INCLUDING ANY REPRESENTATION THAT THE WEBSITE OR THE PLATFORM WILL BE AVAILABLE UNINTERRUPTED OR ERROR-FREE, AND PROVIDE THE WEBSITE OR THE PLATFORM (INCLUDING CONTENT AND INFORMATION) ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE COMPANY AND ITS AFFILIATES DISCLAIM ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, ACCURACY



OF DATA, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- b. TO THE FULLEST EXTENT PERMITTED BY LAW (AND UNLESS THE COMPANY HAS ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT OVERRIDES THIS CONTRACT), THE COMPANY, INCLUDING ITS AFFILIATES, WILL NOT BE LIABLE IN CONNECTION WITH THIS CONTRACT FOR LOST PROFITS OR LOST BUSINESS OPPORTUNITIES, REPUTATION (E.G., OFFENSIVE OR DEFAMATORY STATEMENTS), LOSS OF DATA (E.G., DOWN TIME OR LOSS, USE OF, OR CHANGES TO, YOUR INFORMATION OR CONTENT) OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.
- c. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

#### **18. Indemnification**

You agree to indemnify and hold the Company and its affiliates and their officers, directors, employees, and agents harmless from and against any and all actions, claims, demands, losses, liabilities, costs, damages, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Website or the Platform; (ii) your breach or violation of any of the Terms or the Privacy Policy; (iii) our use of your User Contributions; (iv) your violation of, or non-compliance with, any Registration Requirement; or (v) your violation of the rights of any third party, including any allegation that any materials or information that you submit to us or transmit through the Website or the Platform or to us infringes, misappropriates, or otherwise violates the copyright, trademark, trade secret or other intellectual property or other rights of any third party.

#### **19. Governing Law and Jurisdiction**

- a. All matters relating to the Website, the Platform, or the Terms, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the Commonwealth of





Virginia without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction).

- b. Any legal suit, action, or proceeding arising out of, or related to, the Website, the Platform, or the Terms shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Virginia, in each case located in the County of Loudon. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

## 20. **Arbitration**

At Company's sole discretion, it may require you to submit any disputes arising from the Website, the Platform, or the Terms, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Virginia law.

## 21. **Miscellaneous**

- a. No waiver by the Company of any term or condition set out in the Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.
- b. The Terms and the Privacy Policy constitute the sole and entire agreement between you and the Company regarding the Website and the Platform and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website and the Platform.
- c. The Terms and all incorporated agreements may be automatically assigned by the Company, in our sole discretion by providing notice to you. You may not assign the Terms without the Company's prior written approval. Any purported assignment by you in violation of this Section 21 shall be void.