

## Terms of Service

**Dated: May 10, 2017**

### **A. Your Acceptance**

1. This website belongs to Online Jobs LLC d/b/a Michiana Jobs Online.com (“we,” “us” or sometimes “Company”). By purchasing from, using or visiting this website or any product, software, data feed, or service provided to you on, from, or through this website (collectively the "Service"), you signify your agreement to (1) these terms and conditions (the "Terms of Service"), (2) our Privacy Policy, and (3) our Community Guidelines, all of which are found at our website and incorporated herein by this reference. Collectively, these terms and conditions, the Privacy Policy, and Community Guidelines are also referred to and treated as Terms of Service. The Terms of Service include products or service offerings, conditions, terms, descriptions, details and pricing, all of which are found throughout this website and all of which are incorporated in and included as part of these Terms of Service. **If you do not agree to any of the Terms of Service, please do not use the Service.**

2. Although we may attempt (but are not obligated) to notify you when changes are made to these Terms of Service, you should periodically review the most up-to-date version at the Company website, because you hereby agree to abide by and honor the most up-to-date version of the Terms of Service. By each use of the Company website or services, you agree to be bound by the latest version of these Terms of Service, Privacy Policy, and Community Guidelines. Company may, in its sole discretion, modify or revise these Terms of Service and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in these Terms of Service shall be deemed to confer any third-party rights or benefits.

3. You agree to use the Service only for lawful purposes, specifically to seek or offer employment opportunities and information, and related lawful services and information.

### **B. Service**

1. These Terms of Service apply to all users of the Service, including users who are also contributors of Content on the Service. “Content” includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials you may view on, access through, or contribute to the Service. The Service includes all aspects of Company, including but is not limited to all products, software and services offered via the Company website.

2. The Service may contain links to third-party websites that are not owned or controlled by Company. Company has no control over and assumes no responsibility for the content, privacy policies or practices of any third-party websites. In addition, Company will not and cannot censor or edit the content of any third-party site. By using the Service, you expressly relieve and release Company from any and all liability arising from your use of any third-party website. Accordingly, we encourage you and you agree to be aware of and to read the terms and conditions and privacy policy of each other website that you visit.

3. In connection with your use of the Service, we have not undertaken to act as the representative or advocate of either Placement Specialists, employees, candidates or employers. You are responsible for negotiating all financial arrangements directly with an employee, employer or Placement Specialist, and shall seek all remedies and redress directly from such person(s). You agree to hold harmless, defend and indemnify us for any claim, loss, injury or damages related to any dealings between you and any person other than us.

### **C. Company Accounts**

1. In order to access some features of the Service, you may be asked to create a Company account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Company immediately of any breach of security or unauthorized use of your account. Company is not responsible for any act of any other person on your account.

2. Although Company will not be liable for your losses or injury caused by any unauthorized use of your account, you may be liable for the losses of Company or others due to such unauthorized use.

### **D. General Use of the Service—Permissions and Restrictions**

Company hereby grants you permission to access and use the Service as set forth in these Terms of Service, provided that:

1. You agree not to distribute in any medium any part of the Service or the Content without Company's prior written authorization, unless Company makes available the means for such distribution through functionality offered by the Service.

2. You agree not to alter or modify any part of the Service.

3. You agree not to access Content through any technology or means other than the Service itself or other explicitly authorized means Company may designate.

4. You agree not to use the Service for any of the following commercial uses unless you obtain Company's prior written approval:

a. the sale of access to the Service; or

b. the sale of advertising, sponsorships, or promotions placed on or within the Service or Content.

5. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that access the Service in a manner that sends more request messages to the Company servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, Company grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but

not caches or archives of such materials. Company reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Service, nor to use the communication systems provided by the Service (e.g., comments, email, phone numbers) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Service with respect to their Content.

6. In your use of the Service, you will comply with all applicable laws.

7. Company reserves the right to discontinue, change or alter any aspect of the Service at any time.

#### **E. Your Use of Content**

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of Content.

1. The Content on the Service, and the trademarks, service marks and logos ("Marks") on the Service, are owned by or licensed to Company, subject to copyright and other intellectual property rights under the law.

2. Content is provided to you AS IS. You may access Content for your informational and personal use solely as intended through the provided functionality of the Service and as permitted under these Terms of Service. You shall not download any Content unless you see a "download" or similar link displayed by Company on the Service for that Content. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purpose without the prior written consent of Company or the respective licensors of the Content. Company and its licensors reserve all rights not expressly granted in and to the Service and the Content.

3. You agree not to circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service or the Content therein.

4. You understand that when using the Service, you will be exposed to Content from a variety of sources, and that Company is not responsible for the accuracy, usefulness, legality, safety, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive and release, and hereby do waive and release, any legal or equitable rights or remedies you have or may have against Company with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless Company, its owners, officers, employees, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of the Service. Content on the Company website is not intended to be legal, tax, medical or other professional or licensed advice, and you should seek your own licensed counsel or guidance.

#### **F. Your Content and Conduct**

1. As an Company account holder you may submit Content to the Service. You understand that Company does not promise to provide or guarantee any confidentiality with respect to any Content you submit.

2. You shall be solely responsible for your own Content and the consequences of submitting and publishing your Content on the Service. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit; and you license to Company all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on the Service pursuant to these Terms of Service. Company may reasonably rely on these and all other representations you make in these Terms of Service.

3. You retain all of your ownership rights in your Content. However, by submitting Content to Company, you hereby grant Company a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with the Service and Company's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Service a non-exclusive license to access your Content through the Service, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Service and under these Terms of Service. Additionally, you grant Company a perpetual, non-exclusive license to access through the Service, and to use, reproduce, distribute, display and transfer specific Content such as user data, names, email addresses and other identifying data submitted to, by or through you on the Company site, and these data include identifying data of persons other than you. The above licenses granted by you in Content you submit to the Service terminate within a commercially reasonable time after you remove or delete your Content from the Service. You understand and agree, however, that Company may retain, but not display, distribute, or perform, server copies of your Content that has been removed or deleted. The licenses granted by you are perpetual and irrevocable.

4. You further agree that Content you submit to the Service will not contain third-party confidential data, trade secrets, copyrighted material, or material that is subject to other third-party trademarks or other proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant Company all of the license rights described or granted herein. Company strongly discourages and prohibits violations of third-party intellectual property rights.

5. You further agree that you will not submit to the Service any Content or other material that is contrary to the Company Community Guidelines, currently found at the [DCAAlerts.org](http://DCAAlerts.org) website, which may be updated from time to time, or material contrary to applicable local, state, national, and international laws and regulations.

6. Company does not review, approve, edit or endorse any Content submitted to the Service by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and Company expressly disclaims any and all liability in connection with Content. Company does not permit copyright infringing activities and infringement of intellectual property rights on the Service, and Company will remove all Content if properly notified that such Content infringes on another's intellectual property rights or is otherwise unlawful. Company reserves the right to remove Content without prior notice. It is your obligation to monitor and determine whether someone is violating or infringing on your intellectual property rights and to report the same to Company.

## **G. Account Termination Policy**

1. Company will terminate a user's access to the Service if, under appropriate circumstances, the user is determined to be a repeat or significant infringer.
2. Company reserves the right to decide whether Content violates these Terms of Service for reasons other than copyright, trade secret, trade mark or other intellectual property rights infringement, such as, but not limited to, pornography, obscenity, illegality, or excessive length. Company may at any time, without prior notice and in its sole discretion, remove such Content and/or terminate a user's account for submitting such material in violation of these Terms of Service.

## **H. Digital Millennium Copyright Act**

1. If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- c. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- d. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- e. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- f. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Company's designated Copyright Agent to receive notifications of claimed infringement is Larry Williams; email: larry.williams@onlinejobsllc.com. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to Company's customer service through its website. You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

2. Counter-Notice. If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a counter-notice containing the following information to the Copyright Agent:

- a. Your physical or electronic signature;
- b. Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
- c. A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
- d. Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Indianapolis, Indiana, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Company may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after receipt of the counter-notice, at Company's sole discretion.

#### **I. Warranty Disclaimer**

YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY, ITS OWNERS, OFFICERS, MANAGERS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF. COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR

SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

**J. Limitation of Liability**

IN NO EVENT SHALL COMPANY, ITS OFFICERS, OWNERS, MANAGERS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, 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. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT COMPANY SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Service is controlled and offered by Company from its facilities in the United States of America. Company makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

**K. Indemnity**

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless Company, its owners, officers, managers, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Service.

**L. Ability to Accept Terms of Service**

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions,

obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the Service is not intended for children under 13. If you are under 13 years of age, then please do not use the Service. There are lots of other great web sites for you. Talk to your parents about what sites are appropriate for you.

**M. Assignment**

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Company without restriction.

**N. General**

You agree that: (i) the Service shall be deemed solely based in Indiana; and (ii) the Service shall be deemed a passive website that does not give rise to personal jurisdiction over Company, either specific or general, in jurisdictions other than Indiana. These Terms of Service shall be governed by the internal substantive laws of the State of Indiana, without respect to its conflict of laws principles. Any claim or dispute between you and Company that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in Marion County, Indiana. The Terms of Service, including all other documents referenced and incorporated herein, and any other legal notices published by Company on the Service, shall constitute the entire agreement between you and Company concerning the Service. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of this these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and Company's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. Company reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the Service following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. **YOU AND COMPANY AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.**