

Terms & Conditions

Recruiting.com provides technology services that allow Job Seekers to submit resumes and apply for jobs, and Employers and Recruiters to advertise their jobs and search for candidates using the Internet. The following are the terms and conditions for Recruiting.com products and services.

1.Content. It is understood by all parties that the content of the advertising being provided by Client to Recruiting.com for inclusion in the Website, video, or Recruiting.com applications is the property of the Client, and becomes property of Recruiting.com when posting on the Website. In the event, that content provided by the Client to Recruiting.com is not the property of the Client, the Client bears responsibility for any fines or fees associated with the use of that content on the Website, third-party job boards, video or Recruiting.com applications.

2.Pricing. All prices quoted by Recruiting.com sales staff in a written proposal will remain in effect for a 30-day period from the date the proposal is presented.

3.Credit Policy. A credit limit may be reduced if the Client has a poor credit rating, an unreliable payment history with us, one or more past due bills or cannot provide adequate company information to establish credit history. Late payment results in late fees of \$10, finance charges of 1.5% monthly, reduced credit limits, and/or revocation of credit privileges. Products for any franchise, multi-level marketing, "club membership", distributorship, sales representative agency arrangement or other business opportunities will be required to pay upfront payment by credit card.

4.Terms.

- 1.All billings will be due upon receipt.
- 2.Subscription and product terms are in accordance with Client's mutually signed Recruiting.com subscription agreement.

5.Additional Terms. This Terms of Use is an expansion of the Recruiting.com [Employer Terms](#). This is not a replacement of those or any other agreed upon terms.

6. Intellectual Property. Client acknowledges that Recruiting.com is the sole owner of Recruiting.com trade names, service marks, and logos, including those of Recruiting.com (Recruiting.com Marks). Upon the termination of this Agreement, all rights of Client to use such Recruiting.com Marks shall cease and Client shall immediately terminate all use of such Recruiting.com Marks. Client further agrees that other than the limited license to use the Recruiting.com Marks, set forth above, no other intellectual property of any kind or nature has been conveyed in connection with this Agreement. Client agrees and gives Recruiting.com the right to utilize Client's trade names, service marks, and logos (Client Marks) in Recruiting.com advertising and websites. All uses of Client Marks will be approved by a designated Client contact before public use of such marks. Upon the termination of this Agreement, all rights of Recruiting.com to use such Client Marks shall cease and Recruiting.com shall immediately terminate all use of such Client Marks.

7. Assignment. Client shall not assign or transfer this Agreement without the prior written consent of Recruiting.com, which consent shall not be unreasonably withheld. Recruiting.com shall not assign or transfer this Agreement without the prior written consent of Client, which consent shall not be unreasonably withheld, unless such transfer is in connection with the sale of all or substantially all of the assets of Recruiting.com, in which case Client's consent is not required.

8. Miscellaneous. This Agreement shall be interpreted according to Arizona State law. The relationship between the parties shall be that of independent contractors, and no party shall be liable for the debts, accounts, or liabilities of another.

9. Invoicing Procedures. The invoicing of Client is calculated on a monthly agreement set forth in a written proposal. Keeping job postings and/or site content current and up to date is the responsibility of the Client.

10. Program Modifications. Client agrees to accept the Website's current format and base level of functionality. Recruiting.com reserves the right to upgrade and enhance that functionality at its sole discretion.

11. Support. Recruiting.com will consult with the Client and upon request by Client for a reasonable amount of time by telephone during normal business hours to assist the Client with the use of product provided by Recruiting.com.

Normal business hours are defined as Monday through Friday, 8:00 AM to 5:00 PM Arizona time, excluding major holidays observed by Recruiting.com.

12.Video Rights, Title and Ownership. The final video created in the course of performing the services are the property of the Client in accordance with this Agreement. Intellectual property, trade names, service marks, logos and or photos or video provided by the Client to Recruiting.com are the property of the Client and may be used by Recruiting.com to deliver the final video product to the Client. Recruiting.com shall have use of this content and intellectual property solely for the use of producing the final video project. Recruiting.com may maintain ownership over b-roll and other footage taken during the production process, but will limit use of this material only for future projects for the Client, at the Client's choosing.

13.Video Hosting. Recruiting.com hosts the video projects on third-party websites and servers. As a result, Recruiting.com cannot guarantee that these websites and servers will always be available or accurate. Under no circumstances shall Recruiting.com and its owners, officers, directors, agents, employees, successors, or assignees be liable for any consequential damages of any sort including, but not limited to, loss of goodwill or potential business as a result of a video project not being accurate, not being viewable at a particular time, or not available at all.

14.Site Development and Hosting. After product expiration the site will be deactivated. No source code will be transferred to the Client. If needed, a static version of the main page can be provided, which will include any web graphics used but will not be a functioning website. No raw graphic files or code will be provided.

15.Maintenance of Software and Equipment. Recruiting.com shall be responsible for the maintenance of the software, servers and other equipment relating to the Website. Recruiting.com shall reimburse Client on a pro-rata basis for any unscheduled downtime of the Recruiting.com Website in any specific week if that downtime exceeds 24 hours in that week.

16.Termination. Failure of Client to render any agreed payment to Recruiting.com on a timely basis shall entitle Recruiting.com to terminate the Agreement with Client upon thirty (30) days notice. Recruiting.com also maintains the right to terminate the Agreement with Client immediate upon violation of the terms and conditions or upon violation of the terms of use,

such notice will be given in writing. Client may terminate this Agreement within thirty (30) days of written notice if Recruiting.com has failed to keep the Website or applications up and running for a period exceeding 14 days.

17.Privacy Policy. Recruiting.com's privacy policy can be viewed [here](#).

18.Indemnity. Definition of "Claim": For purposes of this Agreement, the term "Claim" shall mean any claim, action, suit, proceeding or litigation and any loss, deficiency, damages, liabilities, costs and expenses including, without limitation, reasonable attorneys' fees and all related costs and expenses, to be paid to a third party or otherwise incurred in connection with the defense of any claim, action, suit, proceeding or litigation involving a third party. Client shall indemnify and hold Recruiting.com and its affiliates, as well as each of their respective officers, directors and employees and customers, harmless from and against any and all Claims brought against Client. Client shall assume defense of such Claim at its own expense and with counsel of its own choosing. Recruiting.com shall be entitled to participate in any such action or proceeding at its own expense with counsel of its own choosing. If Recruiting.com participates in such action or proceeding, Recruiting.com shall control the defense of any action against Recruiting.com including, but not limited to, whether or not to settle any Claim and/or the terms of any proposed settlement.

19.Limitation of Liability. Recruiting.com makes no warranties, claims, or promises in regards to the fitness or suitability of its program(s) for use by Client. All programs are accepted on an as-is basis. Recruiting.com makes no claims or guarantees as to the ability of the program(s) to produce any employees for Client. Recruiting.com's liability shall be limited to no more than the price paid for the product minus any expenses Recruiting.com has incurred for maintaining the program(s). In no event shall Recruiting.com be liable to Client, or any other third party, for any direct, or indirect, special incidental or consequential damages resulting from performance or failure to perform under this Agreement other than those conditions as set forth in item 10. Maintenance of Software and Equipment.

20.Amendment. Recruiting.com may, at its sole discretion, change, modify, add, or remove portions of these Terms, and technology provided hereunder, at any time. Recruiting.com will notify users of any such changes by posting notice of such changes on its website or by sending notice via email to user. User's continued use of the Website and Recruiting.com applications following

posting of such change shall be deemed to be User's acceptance of any such modification. This Agreement may not be modified in any way except in writing by both parties or as described in this section.

21. Severability. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect.

22. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes and replaces any and all prior written or verbal agreements. Recruiting.com's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between Client and Recruiting.com nor trade practice shall act to modify any provision of this Agreement. Client understands that he or she represents his or her organization when agreeing to the terms of this Agreement.