

# **Recruiterreqs.com - Terms of Service**

## **1. ACCEPTANCE OF TERMS**

Recruiterreqs.com, Inc. ("Recruiterreqs") provides its service to you, subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at: [www.recruiterreqs.com](http://www.recruiterreqs.com) Your use of the Site constitutes your agreement to all such terms, conditions, policies and notices (the "Agreement").

## **2. DESCRIPTION OF SERVICE**

Recruiterreqs provides users with access to a rich collection of resources through its network of properties (the "Service"). The Service includes a full copy of the current Recruiterreqs.com site and special content features.

Unless explicitly stated otherwise, any new features that augments or enhances the current Service, including the release of new Recruiterreqs properties, shall be subject to the TOS. You understand and agree that the Service is provided "AS IS" and that Recruiterreqs assumes no responsibility for the timeliness, deletion, mis delivery or failure to store any user communications or personalization settings.

You are responsible for obtaining access to the Service by joining through Recruiterreqs registration page and understand that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the Service.

## **3. MODIFICATIONS TO SERVICE**

Recruiterreqs reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Recruiterreqs shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

Recruiterreqs may change, add or remove any part of this Agreement, or any other terms associated with the use of the site, at any time, by posting a notice of such changes to the Terms of Service Page of the Website. Any changes shall become part of the Agreement and shall apply as soon as such a notice is posted. By continuing to use Recruiterreqs after the notice is posted, you are indicating your acceptance of those changes.

## **4. FEES AND PAYMENTS**

Recruiterreqs will charge you fees to become a member. In order to use the Service or designated portions of the Service you will be required to register and create an account. You agree to pay all fees and charges, including applicable taxes, incurred through your

account at the rates in effect for the billing period in which such fees and charges are incurred. Recruiterreqs reserves the right to change the amount of, or basis for determining, any Fees, and to institute new Fees, effective upon prior notice to you.

In order to set up a membership with Recruiterreqs, you must provide Recruiterreqs with valid credit card or debit card information. By submitting such credit card information, you give Recruiterreqs permission to charge all Fees incurred through your account to the credit card or debit card you designate on the Registration Form. All Fees (other than renewal fees) will be charged at the time they are incurred.

## 5. REGISTRATION AND ACCOUNT CREATION

As part of the registration and account creation process required obtaining access to Recruiterreqs Service, you will select a member ID (username) and a password. You will provide Recruiterreqs with certain registration information, all of which must be accurate and updated (if any of your registration information changes, you can update it by visiting our Edit Account page). You will be solely responsible for maintaining the confidentiality of your password. You are solely responsible for all usage or activity on your Recruiterreqs account including, but not limited to, use of the account by any person authorized by you to use your member ID and password.

## 6. NON TRANSFERABILITY OF MEMBERSHIP

Your right to use this site is personal to you and you may not sub license, transfer, sell or assign this agreement to any third party without our approval. Any attempt to do so will be void and may result in the cancellation of your account.

## 7. MEMBERSHIP RENEWAL AND CANCELLATION

Recruiterreqs will automatically renew and charge your account upon every one-year or six month anniversary of the date on which you joined depending on the membership plan that you selected during enrollment. By registering, you give permission to Recruiterreqs to automatically bill you for your membership annually or semi-annually for payment by check .However, you may "opt out" of this automatic renewal at any time by contacting Recruiterreqs in writing or via e-mail within 15 days prior to the expiration of your contract.

The renewal charge will be equal to one month's fee.

## 8. LINKS

Recruiterreqs may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Recruiterreqs has no control over such sites and resources,

you acknowledge and agree that Recruiterreqs is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, accuracy, quality, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Recruiterreqs shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

## 9. DISCLAIMER OF WARRANTIES

### YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

a. Your use of the service is at your sole risk. The service is provided on an "as is" and "as available" basis. Recruiterreqs expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non infringement.

b. Recruiterreqs makes no warranty that (i) the service will meet your requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, (v) any errors in the software will be corrected, (vi) or that this web site, its content, and the servers on which the web site and content are available are free of viruses or other harmful components.

c. Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

d. No advice or information, whether oral or written, obtained by you from Recruiterreqs or through or from the service shall create any warranty not expressly stated in the TOS.

e. This web site may contain various combinations of text, images, audiovisual productions, opinions, statements, facts, articles, market data, or other information created by Recruiterreqs or by third-parties. Due to the number of sources from which content in this site is obtained, and the inherent hazards of electronic distribution, there may be delays, omissions or inaccuracies in such content. Accordingly, such content, including the market data, is for your reference only and should not be relied upon by you for any purpose. Such content is not intended for the purpose of tax or investment advice and it does not advocate the purchase or sale of any security or investment.

f. Information created by third parties that you may access on the site or through links is not adopted or endorsed by Recruiterreqs and remains the responsibility of such third parties.

## 10. LIMITATION OF LIABILITY

You expressly understand and agree that Recruiterreqs shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Recruiterreqs has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; or (v) any other matter relating to the service. Any liability on the part of Recruiterreqs not specifically excluded or otherwise limited in this Agreement is limited to the amount of your most recent paid membership fee to Recruiterreqs. Notwithstanding the foregoing and anything in this Agreement to the contrary, if the Service shall be inaccessible or unusable to most or all members for more than seventy-two (72) hours continuously, then Recruiterreqs will extend your membership for a maximum of one month without additional cost to you.

## 11. EXCLUSIONS AND LIMITATIONS

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of sections 9 and 10 may not apply to you.

## 12. TRADEMARK AND INTELLECTUAL PROPERTY INFORMATION

All materials on this site ("Online Materials"), including, without limitation, names, logos, trademarks, service marks, images, articles, columns, graphics, photographs, illustrations, artwork, audio clips, video clips, software, and other elements making up the Service are protected by copyrights and other intellectual property rights owned and controlled by Recruiterreqs or by other parties that have licensed their material to Recruiterreqs. Except as specifically provided herein, no Online Materials may be copied, reproduced, republished, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose, without the prior written permission of their respective owners. You may not add, delete, distort, or otherwise modify the content on this site. Any unauthorized attempt to modify any Online Material, to defeat security features, or to utilize this site for other than its intended purposes is prohibited.

Recruiterreqs, Recruiterreqs.com, and Recruiterreqs logos and product and service names are trademarks of Recruiterreqs. All other trademarks appearing on the Site are trademarks of their respective owners and our reference to them does not imply or indicate any approval or endorsement by their owners unless such approval or endorsement is expressly made. It is understood that Recruiterreqs is a member's only service and that references to other names and trademarks are necessary in the course of providing news and commentary about the subjects that this site covers. Recruiterreqs will enforce its intellectual property rights to the fullest extent of the law.

### 13. NON WAIVER

The failure of Recruiterreqs to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

### 14. HEADINGS FOR CONVENIENCE ONLY

The section titles in the TOS are for convenience only and have no legal or contractual effect.

### 15. VIOLATIONS

Please report any violations of the TOS to our Customer Service Department:  
admin@recruiterreqs.com .

### 15. INDEMNIFICATION

You agree to indemnify, defend and hold Recruiterreqs harmless from any claims and expenses, including reasonable attorneys' fees, costs and interest, arising from or related to any breach by you of any terms of this Agreement.

### 17. PRIVACY

You can read Recruiterreqs privacy statement here on the website.

### 18. RESTRICTIONS ON USE:

You may not use Recruiterreqs or its content for any illegal purpose or in any manner inconsistent with these Terms and Conditions. You agree to use Recruiterreqs solely for your own use and benefit and not for resale or other transfer or disposition to any other person or entity.

### 19. SEVERABILITY

If any provision of this Agreement is found invalid or unenforceable, the provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in force.

## 20. ENTIRE AGREEMENT

This Agreement and any other terms and conditions of service on <http://recruiterreqs.com> constitute the entire agreement between you and Recruiterreqs and govern your use of the Service.

## 21. REFUSAL OR DISCONTINUANCE OF SERVICE

Recruiterreqs reserves the right to refuse or discontinue service to any user for non compliance with these Terms and Conditions.

## 22. CHOICE OF LAW AND FORUM

This Agreement will be governed by the laws of the State of New Jersey. Any dispute arising from the terms of this agreement or breach of this agreement will be governed by the laws of the State of New Jersey and you agree to personal jurisdiction by the state and federal courts sitting in Hackensack, New Jersey, and Newark, New Jersey, respectively. The parties hereby expressly waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with these Terms and Conditions and agree to submit to binding arbitration before the American Arbitration Association.

**AS THE SUBSCRIBER, I HAVE READ AND UNDERSTAND THIS MEMBERSHIP AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS.**

*Revised April 20, 2009*