

PerfectJob Online Legal Notices

Updated and effective as of March 10, 2009

Your Intellectual Property Rights

Perfect Job Software Inc. (“PerfectJob”) does not claim any ownership in any of the content, including text, data, information, images, photographs, music, sound, video, or other material that you upload or store in your PerfectJob Online account. PerfectJob will not use any of your content for any purpose except to provide you with the Service.

PerfectJob Privacy Notice

Personal Information Collected

- When you set up your account with PerfectJob Online, PerfectJob asks for some personal information, including a contact email and a password for PerfectJob Online, which is used to protect your account from unauthorized access.
- PerfectJob Online, as part of the Service it provides, stores and processes documents, such as resumes and cover letters, contact lists, activity lists, and other job-related data.
- When you use PerfectJob Online, PerfectJob's servers automatically record certain information about your use of PerfectJob Online. Similar to other web services, PerfectJob records information such as account activity (including storage usage, number of logins), areas of PerfectJob Online that were used, and other log information such as browser type, IP-address, and date and time of access).

PerfectJob Uses of Personal Information

- PerfectJob stores and formats the information you enter or upload in order to provide the job search service to you.
- PerfectJob tracks the aggregate use of the Service, to improve the Service.
- PerfectJob may contact you, using the email provided, to provide you information about your PerfectJob Online account.
- PerfectJob maintains a mailing list of people who want to receive ("opt in") emails about job hunting and PerfectJob Online tips. PerfectJob may send these people emails from time to time.

Information Sharing

- PerfectJob Online does not include advertising from any third party, and does not provide click-through or preference information to any third party.
- PerfectJob may, from time to time, take aggregate data from all PerfectJob Online users, and analyze it for trends and patterns in overall job search. No personally-identifiable information is included in this analysis, and data sets that are too small to guarantee anonymity of PerfectJob Online users are discarded. The results of the analysis, in aggregate, may be shared with third parties to provide a picture of job hunting in aggregate.

Your Choices

- You may change your profile settings through the User Preferences screen within PerfectJob Online.
- You may opt in or opt out of PerfectJob's tip emails at any time.

PerfectJob Online Program Policies

To uphold the quality and safety of PerfectJob Online, your use of the Service is subject to these program policies. If you are found to be in violation of our policies at any time, as determined by PerfectJob in its sole discretion, we may suspend or terminate your access to PerfectJob Online.

Prohibited Actions

In addition to the violations described in the Terms of Service, or as examples of the same, users may not:

- Imitate or impersonate another person or his, her, or its email address, or create false accounts for the purpose of using PerfectJob Online.
- Access a PerfectJob Online account other than your own for any purpose.
- Send, upload, or enter and unlawful, defamatory, harassing, abusive, fraudulent, infringing, obscene, or otherwise objectionable content.
- Intentionally upload or distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature.
- Create multiple accounts in connection with any violation of the Agreement or create user accounts by automated means or under false or fraudulent pretenses.
- Sell, trade, resell, or otherwise exploit for any unauthorized commercial purpose or transfer any PerfectJob Online account.
- Modify, adapt, translate, or reverse engineer any portion of the PerfectJob Online Service.
- Remove any copyright, trademark, or other proprietary rights notices contained in or on the PerfectJob Online Service.
- Reformat or frame any portion of the web pages that are part of the PerfectJob Online Service.
- Use PerfectJob Online in conjunction with any illegal activity.

Security

You must promptly notify PerfectJob of any breach of security related to the Services, including but not limited to unauthorized use of your password or account. To help ensure the security of your password or account, please sign out from your account at the end of each session.

Delinquent Accounts

PerfectJob will terminate your account in accordance with the terms of service if you fail to pay for the service.

PerfectJob Online Terms of Service

Welcome to PerfectJob!

Your Relationship with PerfectJob

Your use of PerfectJob's products, software, services, and web sites (referred to collectively as the "Services" in this document and excluding any services provided to you by PerfectJob under a separate written agreement) is subject to the terms of a legal agreement between you and PerfectJob. "PerfectJob" means Perfect Job Software Inc., whose principal place of business is at 1102 Florence Avenue, Evanston IL 60202, United States. This document explains how the agreement is made up and sets out some of the terms of that agreement.

These terms, form a legally binding agreement between you and PerfectJob in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms."

Accepting the Terms

In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

You can accept the Terms by:

- Clicking to accept or agree to the Terms, where this option is made available to you by PerfectJob in the user interface for any Service; or
- By actually using the Services. In this case, you understand and agree that PerfectJob will treat your use of the Services as acceptance of the Terms from that point onwards.

You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with PerfectJob, or (b) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services.

Before you continue, you should print or save a copy of these Terms for your records.

Legally Binding Contract

This agreement is a legally binding contract. Your use of this website in any way constitutes your agreement to all of the terms contained herein. If you do not agree to abide by all of the terms contained herein, you must immediately stop using our Service and accessing our Website.

Provision of the Services by PerfectJob

PerfectJob has contracted legal entities and affiliates around the world. Sometimes, these companies will be providing the Services to you on behalf of PerfectJob itself. You acknowledge and agree that these companies will be entitled to provide the Services to you.

PerfectJob is constantly innovating and improving its Service to provide its users with the best possible experience. You acknowledge and agree that the form and nature of the Services that PerfectJob provides may change from time to time without prior notice to you.

As part of this continuing innovation, you acknowledge and agree that PerfectJob may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally, at PerfectJob's sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically notify PerfectJob when you stop using the Services.

You acknowledge and agree that if PerfectJob disables access to your account, you may be prevented from accessing the Services, your account details, or any files or other content which is contained in your account.

You acknowledge and agree that while PerfectJob may not currently have a fixed upper limit on the number of transactions you may store, or on the amount of storage space used for the provision of any Service, such fixed upper limits may be set by PerfectJob at any time, at PerfectJob's sole discretion.

Use of the Services by You

In order to access certain Services, you may be required to provide information about yourself, such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information that you give to PerfectJob will always be accurate, correct, and up to date.

You agree to use the Services only for the purposes that are permitted by the (a) Terms, and (b) any applicable law, regulation, or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by PerfectJob. You specifically agree not to access, or attempt to access, any of the Services through any automated means, including use of scripts or web crawlers, and will ensure that you comply with the instructions set out in any robots.txt file present on the Services.

You agree that you will not engage in any activity that interferes with, or disrupts, the Services or the servers and networks that are connected to the Services.

Unless you have been specifically permitted to do so in a separate agreement with PerfectJob, you agree that you will reproduce, duplicate, copy, sell, trade, or resell the Services for any purpose.

You agree that you have sole responsibility for (and that PerfectJob has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage that PerfectJob may suffer) or any such breach.

Your Passwords and Account Security

You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

Accordingly, you agree that you will be solely responsible to PerfectJob for all activities that occur under your account.

If you become aware of any unauthorized use of your password, or of your account, you agree to notify PerfectJob immediately either by email at <mailto:Security@PerfectJobSoftware.com> or by telephone to 312.239.0656.

Privacy and Your Personal Information

For information about PerfectJob's data protection practices, please read PerfectJob's privacy policy at <http://www.PerfectJobSoftware.com/Privacy.html>. This policy explains how PerfectJob treats your personal information and protects your privacy when you use the Services.

You agree to the use of your data in accordance with PerfectJob's privacy policy.

Content in the Services

You understand that all information (such as data files, written text, audio files, photographs, videos, or other images) that you may have access to as part of, or through your use of, the Services are the sole responsibility of the person or organization from whom such content originated. All such information is referred to below as the "Content."

You should be aware that Content presented to you as part of the Services, including but not limited to websites and sponsored Content within the Services may be protected by intellectual property rights that are owned by the providers of the Content to PerfectJob. You may not modify, rent, lease, loan, sell, distribute, or create derivative works based on this Content, either in whole or in part, unless you have been specifically told that you may do so by PerfectJob, or by the owners of that Content, in a separate agreement.

PerfectJob reserves the right, but shall have no obligation, to prescreen, review, flag, filter, modify, refuse, or remove any or all Content from any Service. You understand that by using the Services, you may be exposed to content that you may find offensive, indecent, or objectionable and that, in this respect, you use the Services at your own risk.

You agree that you are solely responsible for, and that PerfectJob has no responsibility to you or to any third party for, any Content that you create, transmit, store, or display while using the Services and for the consequences of your actions, including any loss or damage that PerfectJob may suffer, by doing so.

Proprietary Rights

You acknowledge and agree that PerfectJob owns all legal right, title and interest in and to the Services, including any intellectual property rights that subsist in the Services, whether those rights are registered or not, and wherever in the world those rights may exist. You further acknowledge that the Services may contain information that is designated confidential by PerfectJob and that you shall not disclose such information without PerfectJob's prior written consent.

Unless you have agreed otherwise in writing with PerfectJob, nothing in the Terms gives you the right to use any of PerfectJob's trade names, trade marks, service marks, logos, domain names, or other distinctive brand features.

Other than the limited license set forth below in Section, PerfectJob acknowledges and agrees that it obtains no right, title, or interest from you or your licensors, under these Terms in or to any Content that you submit, post, transmit, store, or display on, or through, the Services, including any intellectual property rights that subsist in that Content (whether those rights are registered or not,

and wherever in the world those rights might exist). Unless you have agreed otherwise in writing with PerfectJob, you agree that you are responsible for protecting and enforcing those rights and that PerfectJob has no obligation to do so on your behalf.

You agree that you shall not remove, obscure, or alter any proprietary rights notices, including copyright and trademark notices, that may be affixed to or contained within the Services.

Unless you have been expressly authorized to do so in writing by PerfectJob, you agree that in using the Services, you will not use any trade mark, service mark, trade name, or logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names, or logos.

License from PerfectJob

During the evaluation period, and while you have paid for use of PerfectJob Online, PerfectJob gives you a personal, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license is for the sole purpose of enabling you to use the Services as provided by PerfectJob, in the manner provided by the Terms.

You may not, and you may not permit anyone else to, copy, modify, create a derivative work of, reverse engineer, decompile, or otherwise attempt to extract the source code of the software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by PerfectJob in writing.

Unless PerfectJob has given you specific written permission to do so, you may not assign or grant a sublicense of your rights to use the software, nor grant a security interest over your rights to use the software, nor otherwise transfer any part of your rights to use the software.

Content License from You

You retain copyright and any other rights you already hold in Content that you submit, post, store, or display on or through the Services. By submitting, posting, storing, or displaying the Content, you give PerfectJob a perpetual, worldwide, irrevocable, royalty-free, and non-exclusive right to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content that you submit, post, store, or display on or through the Services. This license is solely for the purpose of enabling PerfectJob to display, distribute, or promote the Services and may be revoked for certain Services as defined in the Additional Terms of those Services.

You understand that PerfectJob, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services, or media. You agree that this license shall permit PerfectJob to take these actions

You confirm and warrant to PerfectJob that you have all the rights, power, and authority necessary to grant the above license.

Right to Remove

PerfectJob reserves the right not to post or to remove any content posted on our website without notice and without liability to us. We are under no obligation to remove any content and we do so at our sole discretion. Users release us from any and all claims that may result from such removal. If

we are made aware of comments that are potentially (1) libelous, scandalous, defamatory, offensive or otherwise unacceptable, undesirable, or objectionable, or (2) a violation of any law, regulation, or rights of a third party, including, but not limited to, rights under the copyright law and prohibitions on libel, slander and invasion of privacy, then we may, at our sole discretion, investigate the charge and determine whether removal of the content is warranted.

Software Updates

The software that you use may automatically download and install updates from time to time from PerfectJob. These updates are designed to improve, enhance, or further develop the Services and may take the form of bug fixes, enhanced functions, new software modules, or completely new versions. You agree to receive such updates, and permit PerfectJob to deliver these to you, as part of your use of these Services.

Ending Your Relationship with PerfectJob

The Terms will continue to apply until terminated by either you or PerfectJob as set out below.

If you want to terminate your legal agreement with PerfectJob, you may do so by (a) Notifying PerfectJob at any time, or (b) closing your account for all the Services that you use, where PerfectJob has made this option available to you, or (c) not renewing your subscription upon expiration. Your notice should be sent, in writing or by email, to PerfectJob's address which is set out at the beginning of these Terms.

PerfectJob may at any time terminate its agreement with you if:

- you have breached any provision of the Terms, or have acted in a manner that clearly shows that you do not intend to, or are unable to comply with, the provisions of the Terms; or
- PerfectJob is required to do so by law, for example if the provision of Services to you is, or becomes, unlawful; or
- the partner with whom PerfectJob offered the Services to you has terminated its relationship with PerfectJob or has ceased to offer Services to you; or
- PerfectJob is transitioning to no longer provide the Services to users in the country in which you are resident or from which you use the service; or
- the provision of the Services to you by PerfectJob is, in PerfectJob's sole opinion, no longer commercially viable.

In cases where PerfectJob terminates its agreement with you, it may at its sole discretion, either (a) refund any funds paid for unused Services and terminate Services immediately, or (b) provide Services throughout your subscription period, but prevent renewal. If PerfectJob continues to provide services throughout the subscription period, this agreement will be deemed to be in effect until the subscription period ends.

Nothing in this section shall affect PerfectJob's rights regarding provision of Services in Section, Provision of the Services by PerfectJob.

When these Terms come to an end, all of the legal rights, obligations, and liabilities that you and PerfectJob have benefited from, been subject to, or which have accrued over time whilst the Terms have been in force, or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of the last paragraph of these Terms shall continue to apply to such rights, obligations, and liabilities indefinitely.

Exclusion of Warranties

EXCEPT AS PROVIDED ABOVE, THE SOFTWARE, DISK(S), RELATED MATERIALS, CONTENT AND/OR RELATED SERVICES ACCESSIBLE THROUGH THE PERFECT JOB SOFTWARE, ARE PROVIDED "AS IS," AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, THIRD-PARTY CONTENT OR SERVICE PROVIDERS, DISTRIBUTORS, DEALERS, AND SUPPLIERS ("REPRESENTATIVES") DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PERFECTJOB SOFTWARE, DISK(S), RELATED MATERIALS, CONTENT AND ANY SERVICES, INCLUDING THEIR FITNESS FOR A PARTICULAR PURPOSE, SECURITY, QUALITY, MERCHANTABILITY, OR THEIR NONINFRINGEMENT. PERFECTJOB DOES NOT WARRANT THAT THE SOFTWARE OR ANY RELATED SERVICES OR CONTENT IS SECURE, OR IS FREE FROM BUGS, VIRUSES, ERRORS, OR OTHER PROGRAM LIMITATIONS, INCLUDING BUT NOT LIMITED TO ACCURATE OR UPDATED THIRD-PARTY CONTENT, NOR DOES THE COMPANY WARRANT ACCESS TO THE SOFTWARE NOR TO THE DATA ENTERED INTO THE TRIAL SOFTWARE AFTER THE SPECIFIED NUMBER OF USES OR AMOUNT OF TIME IN THE MATERIALS ACCOMPANYING THE TRIAL SOFTWARE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO SIXTY (60) DAYS FROM THE DATE OF PURCHASE OF THE LICENSE FOR THE SOFTWARE. HOWEVER, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS AS WELL, WHICH VARY FROM STATE TO STATE.

THE SOFTWARE AND RELATED SERVICES AND CONTENT ARE DESIGNED TO OPERATE AND PROVIDE INFORMATION WITH THE UNDERSTANDING THAT THE COMPANY AND ITS REPRESENTATIVES ARE NOT ENGAGED IN RENDERING CAREER PLACEMENT, COUNSELING, OR OTHER PROFESSIONAL SERVICES. IF CAREER ADVICE OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICE OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT. THE COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SOFTWARE WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE YOU FIND A NEW JOB, OR ATTAIN ANY OTHER SPECIFIC GOAL.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PERFECTJOB OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSEDLY STATED IN THE TERMS.

PERFECTJOB FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Limitation of Liability and Damages

SUBJECT TO OVERALL PROVISIONS IN SECTION EXCLUSIONS OF WARRANTY ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT PERFECTJOB, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

1. ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT, WHETHER INCURRED DIRECTLY OR INDIRECTLY, ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE COSTS.
2. ANY LOSS OR DAMAGE THAT MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:
 - A. ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY, OR EXISTENCE OF ANY CAREER COUNSELING, OR AS A RESULT OF ANY ACTION YOU TAKE BASED ON THE CAREER COUNSELING.
 - B. ANY CHANGES THAT PERFECTJOB MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES, OR ANY FEATURE WITHIN THE SERVICES.
 - C. THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES.
 - D. YOUR FAILURE TO PROVIDE PERFECTJOB WITH ACCURATE ACCOUNT INFORMATION.
 - E. YOU FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

THE LIMITATIONS ON PERFECTJOB'S LIABILITY TO YOU SHALL APPLY WHETHER OR NOT PERFECTJOB HAS BEEN ADVISED OF, OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

YOUR EXCLUSIVE REMEDY AND THE ENTIRE LIABILITY OF PERFECT JOB SOFTWARE FOR ANY REASON SHALL BE LIMITED TO THE AMOUNT PAID BY YOU

FOR THE PERFECTJOB SOFTWARE TO THE COMPANY OR ITS AUTHORIZED RESELLER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND ITS REPRESENTATIVES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT LIMITED TO DAMAGES FOR LOSS OF BUSINESS; LOSS OF EMPLOYMENT, TELECOMMUNICATION FAILURES; LOSS, CORRUPTION, OR THEFT OF DATA; OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THIRD PARTY CONTENT PROVIDERS ARE NOT RESPONSIBLE TO YOU FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE OF THE CONTENT. THE COMPANY AND ITS REPRESENTATIVES' TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FROM ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE SOFTWARE. SOME STATES DO NOT ALLOW THE LIMITATION AND/OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE LIMITATIONS OF THE DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND YOU. THE COMPANY WOULD NOT HAVE BEEN ABLE TO PROVIDE THE SOFTWARE TO YOU WITHOUT SUCH LIMITATIONS.

Indemnity

You hereby agree at your own expense, to indemnify, defend and hold PerfectJob harmless from and against any loss, cost, damages, liability, or expense arising out of or relating to (1) a third-party claim, action or allegation of infringement based on information, data, files or other content that you submit to our site; (2) any fraud, manipulation, or other breach of this Agreement by you.

Other Content

The Services may include hyperlinks to other websites or contents or resources. PerfectJob may have no control over any web sites or resources that are provided by companies or persons other than PerfectJob.

You acknowledge and agree that PerfectJob is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products, or other materials on or available from such web sites or resources.

You acknowledge and agree that PerfectJob is not liable for any loss or damage that may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy, availability, or existence of any advertising, products, or other materials on, or available from, such web sites or resources.

Changes to the Terms

PerfectJob may make changes to the Terms from time to time. When these changes are made, PerfectJob will make a new copy of the Terms available at http://www.PerfectJobSoftware.com/PerfectJobOnline_EULA.pdf and any new Terms will be made available to you from within, or through, the affected Service.

You understand and agree that if you use the Services after the date on which the Terms change, PerfectJob will treat your use as acceptance of the updated Terms.

General Legal Terms

Sometimes when you use the Services, you may as a result of or through your use of the Services, use a service or download a piece of software, or purchase goods, that are provided by another person or company. Your use of these other services, software, or goods may be subject to separate terms between you and the company or person providing the services, software, or goods. If so, the Terms do not affect your legal relationship with these other companies or individuals.

The Terms is a complete statement of the entire agreement between you and PerfectJob, and sets forth the entire liability of PerfectJob and its representatives and your exclusive remedy with respect to the Services and their use.

The Terms shall govern any services or content related to the Service unless such services or content are subject to a separate written agreement between you and PerfectJob. However, the limitations of liability and disclaimer of warranties in the Terms shall apply to PerfectJob with respect to such content or services except to the extent provided otherwise in a separate written agreement, between you and PerfectJob, approved by PerfectJob.

The agents, employees, distributors, and dealers of PerfectJob are not authorized to make modifications to the Terms, or to make any additional representations, commitments, or warranties that are binding on PerfectJob. Any waiver of the terms herein by PerfectJob must be in writing and signed by an authorized officer of PerfectJob and must expressly reference the applicable provisions of the Terms.

If any provision of the Terms is invalid or unenforceable under applicable law, then it shall be, to that extent, deemed omitted and the remaining provisions will continue in full force and effect. The Terms will be governed by Illinois law as applied to agreements entered into and to be performed entirely within Illinois, without regard to its choice of law or conflicts of law principles, and applicable federal law. The parties hereby consent to the exclusive jurisdiction and venue in the state and federal courts in Cook County, Illinois. The Terms are deemed entered into at Evanston, Illinois. Headings are included for convenience only and shall not be considered in interpreting this Agreement. The Terms does not limit any rights that the Company may have under trade secret, copyright, patent, or other law.

Modifications to the Terms of Use

The Terms of Use change from time to time without further notice. PerfectJob reserves the right at our sole discretion to change, modify, add, or delete portions of the Terms of Use and our separate customer and supplier contracts at any time. Such changes shall become effective immediately upon posting. If you use our Service or our Website after any such changes to the Terms of Use are posted, it means that you have accepted all changes to the Terms of Use. It is your responsibility to review the Terms of Use every time you use our Service or visit our website.

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