

CareerWaze Terms of Use

Last Updated: Sep 12, 2017

1. Your Acceptance

Welcome to the CareerWaze (“CW,” “we,” or “us”) website. We believe that, as our online visitor, you have a right to know our practices regarding the information we collect and the types of permitted actions when you visit the website. The Terms of Use (“TOU”) contained herein applies to your visits to <http://careerwaze.com/index.html>, to visits and activities completed on this website (collectively “Services”). There are primarily two different types of entities that visit and use the Services, Enterprises or Companies (“Customers”) and employees of those Enterprises or Companies that use Services for educational and training purposes (“Users”). Other websites that are linked to/from <http://careerwaze.com/index.html>, including Customer websites, may have different terms of use; therefore, please review terms of use on those websites for details. The TOU applies to the activities of Users of the Services. Rights and responsibilities of Customers are outlined in separate agreements.

ATTENTION: PLEASE READ OUR PRIVACY POLICY <http://careerwaze.com/careerwaze-privacypolicy.pdf> CAREFULLY BEFORE USING THE SERVICE. ACCESSING ANY PART OF THE SERVICE OR CONTENT INDICATES THAT YOU ACCEPT AND AGREE TO BE BOUND BY THE TOU AND RELATED POLICIES IN FULL. IF YOU DO NOT ACCEPT THE TOU AND RELATED POLICIES, DO NOT USE, ACCESS, OR DOWNLOAD MATERIALS FROM THE SERVICES AND LEAVE THE SERVICES IMMEDIATELY.

By using and/or visiting the Services, including all Content (as defined below), and accessing associated content such as email and RSS feeds operated by CW, you signify your agreement to the TOU. CW has a principal place of business at 4900 Hopyard Rd Suite 100, Pleasanton, CA 94588. You acknowledge (a) that you have read and understood the Terms of Use; and (b) that the Terms of Use have the same force and effect as a signed agreement.

We reserve the right to modify or discontinue the Service (or any portion of the Service), temporarily or permanently, with or without notice to you, and are not obligated to support or update the Service. YOU AGREE THAT CW SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY IN THE EVENT THAT WE EXERCISE OUR RIGHT TO MODIFY OR DISCONTINUE THE SERVICE (OR ANY PORTION OF THE SERVICE). Unless explicitly stated otherwise, any new features that augment or enhance the current Services shall be subject to The TOU.

BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THE MOST RECENT VERSION OF THE TERMS OF USE. We may change the TOU at any time. Please review the TOU each time you visit the Service. If we materially change the TOU, we’ll let you know by showing them to you again when you access the Service with a notification in the footer.

The Terms of Use include a disclaimer of warranties, a disclaimer of liability, a class action waiver, as well as a release and indemnification by you, in Sections 1, 3, 6-7, 9-12, and 16. Please review those sections (and all other terms) carefully.

2. Privacy Policy

Our Privacy Policy describes the information CW collects when you and others use the Services. It also describes how CW uses any personal information you share with it. The Privacy Policy is part of The TOU. By agreeing to the Terms of Use, you are also consenting to our use of your personal information in accordance with our Privacy Policy. Please click here <http://careerwaze.com/careerwaze-privacypolicy.pdf> to review our Privacy Policy.

3. Links to and from the Service

The Service may contain links to third-party websites and online services that are not owned or controlled by CW. CW has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or online services, and you access and use these websites or online services solely at your own risk. These links are provided for your reference and convenience only, and do not necessarily imply any endorsement, sponsorship or recommendation of the material on these third-party websites or online services or any association with their operators. In addition, CW will not and cannot control or edit the content of any third-party website or online service. **BY USING THE SERVICE, YOU EXPRESSLY RELEASE CW, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, LICENSORS, LICENSEES, AND SUPPLIERS (COLLECTIVELY “THE CW PARTIES”) FROM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF ANY THIRD-PARTY WEBSITE OR ONLINE SERVICE AND FROM ANY LOSS OR DAMAGE OF ANY SORT YOU MAY INCUR FROM DEALING WITH ANY THIRD-PARTY.** Accordingly, we encourage you to be aware when you leave the Service and to read the terms and conditions of use for each other website or online service that you visit.

Except as you have otherwise agreed with CW in writing, you may link to the Service from your website, subject to the following: (1) you may not frame the Service or any portion of the Service; (2) you will not override or hinder the functionality of an end-user’s web browser’s “back” function; (3) the link must be identified using a plain text rendering of the CW name and not any CW logo; (4) you may not use any CW logo in any way; (5) you may not use the link in any way that suggests that CW is associated with or endorses you or your website; (6) the link may not appear on any website that a reasonable person may consider obscene, defamatory, harassing, offensive or malicious, and may not be presented in any way that disparages CW or damages its rights, reputation, or goodwill; and (7) we may terminate your right to link to the Service at any time for any reason or no reason.

4. Restrictions on Use of Service

In your use of the Service, you will not:

- use the Service for any purpose other than for using the features we intentionally make available to you;
- upload, post, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or other form of solicitation;
- post, transmit or submit any information that CW, in its sole discretion, determines is confidential (including social security or alternate national identity numbers, sensitive personal information, non-public phone numbers or non-public email addresses), false, misleading, unlawful, infringing, threatening, abusive, harassing, libelous, defamatory, discriminatory, obscene, offensive, inflammatory, scandalous, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate the law, including but not limited to naked or semi-naked photos or images;
- upload, download, post, email or otherwise transmit any material that may infringe copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights of any party;
- copy, download or distribute any part of the Service in any form or medium without the prior written authorization of CW;
- alter, modify or make derivative works from any part of the Service without the prior written authorization of CW;
- provide false personal information or create an account for anyone other than yourself without permission;
- create another account without our permission, if we have disabled your account;
- let anyone else access your account, or do anything else that might jeopardize the security of your account;
- assign or transfer your account or login information to anyone;
- use web crawlers, web robots, web scutters, ants, automatic indexers, bots, worms, and other such devices in connection with the Service; provided, however, that general purpose Internet search engines and non-commercial public archives that use tools to gather information for the sole purpose of displaying hyperlinks to the Service are granted a limited exception from the foregoing exclusion, provided that they do so from a stable IP address or range of IP addresses using an easily-identifiable agent;
- use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use of the Service;

- obtain or attempt to obtain any content through any means not intentionally made available or provided for through the Service;
- facilitate gambling, gaming, raffles, lotteries, sweepstakes, and/or any other activity featuring the award of a prize;
- impersonate or misrepresent any person or entity or your affiliation with someone else or with a Customer;
- collect personally identifiable information of other Users;
- harvest information about Users for the purpose of sending, or to facilitate or encourage the sending of, unsolicited bulk or other communications;
- remove, modify, disable, block, obscure or otherwise impair any advertising in connection with the Services;
- solicit other Users to join, become members of, or contribute money to any online service or other organization;
- post or transmit any worms, viruses, Trojans, or other harmful, disruptive, or destructive files, code, or programs to the Service;
- stalk or otherwise harass any person or entity;
- harm minors in any way; or
- use any discussion forum on the Service to advertise or perform any commercial solicitation.

CW will fully cooperate with any law enforcement authorities or court order requesting or directing CW to disclose the identity of anyone violating the Terms of Use.

CW believes in children's online safety and does not wish to receive information regarding children under 13 years old. Therefore, you may not post, transmit or submit any personally-identifiable information of a child under 13 years old or information sufficient to locate such a child on or through the Service. If you are under 13 years of age, then please do not attempt to submit any information to or use the Service.

5. Intellectual Property

Except as otherwise labeled, everything you see, hear, or otherwise experience on the Service, including but not limited to the graphics, videos, audio recordings, text, software, photographs, scripts, software screens, design elements, artwork, templates, layout designs, interactive features and the like, the concepts and ideas underlying the Service, and all statistical, analytical, and other data captured by or through the Service (collectively, "Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to CW, subject to copyright and other intellectual property rights under United States and foreign laws and

international conventions. CW owns the copyright in the selection, coordination, arrangement and enhancement of the Content. Any unauthorized use of any materials on the Service may violate copyright, trademark, and other laws. CareerWaze and the CW logo are trademarks of CareerWaze.

For your personal use, you may view, copy, and print pages from the Services. Otherwise, the Services may not be copied, downloaded, modified, reproduced, distributed, published, performed, streamed, transmitted, broadcasted, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. CW reserves all rights not expressly granted in and to the Service and the Content. You agree not to use, copy, download, or distribute any of the Content other than as expressly permitted herein. You may not incorporate the Content into, or stream or transmit the Content via any hardware or software application or make it available via frames or in-line links unless expressly permitted by CW in writing. You may not create, recreate, advertise or distribute an index of a significant portion of the Content unless authorized in writing by us. You may not build a business using the Content, whether or not for profit. If you copy or print pages of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. 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, nor may you scrape or use any extraction methods to obtain any Content or data from the Service.

You shall not, and shall not permit others to, license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party, all or any part of the rights granted to you under this Agreement, the Service, or any content or materials accessible through the Service, in whole or part.

6. Advertisement Release

CW takes no responsibility for advertisements or any third-party material posted on or transmitted through the Service, nor does it take any responsibility for the products or services provided by other service providers with Content on the Service (“Advertisers”). Any dealings you have with Advertisers found while using the Service are between you and the Advertiser, and you agree that CW is not liable for any loss or claim that you may have against an Advertiser.

YOU AGREE THAT YOU BEAR ALL RISK AND YOU AGREE TO RELEASE THE CW PARTIES FROM CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, NOW AND IN THE FUTURE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SERVICE AND YOUR TRANSACTIONS WITH ADVERTISERS OR OTHER THIRD PARTIES. YOU FURTHER WAIVE ANY AND ALL RIGHTS AND BENEFITS OTHERWISE CONFERRED BY ANY STATUTORY OR NON-STATUTORY LAW OF ANY JURISDICTION THAT WOULD PURPORT TO LIMIT THE SCOPE OF A RELEASE OR WAIVER. YOU WAIVE AND RELINQUISH ALL RIGHTS AND BENEFITS WHICH YOU HAVE OR MAY HAVE UNDER SECTION 1542 OF THE CIVIL CODE OF THE

STATE OF CALIFORNIA OR ANY SIMILAR PROVISION OF THE STATUTORY OR NON-STATUTORY LAW OF ANY OTHER JURISDICTION (INCLUDING WITHOUT LIMITATION THE STATES OF MISSOURI, DELAWARE AND PENNSYLVANIA) TO THE FULL EXTENT THAT YOU MAY LAWFULLY WAIVE ALL SUCH RIGHTS AND BENEFITS.

7. User Submissions

You may submit comments, questions, photographs, videos, recordings, recipes, ratings and other content (the “Licensed Content”) and feedback, notes, messages, ideas, concepts, know-how, techniques, or other communications you transmit, upload, or post to the Services (“User Submissions”) on the Services. By submitting any such materials to the Services, you represent and warrant that you will not: (i) submit or post material that is copyrighted, protected by trade secret or otherwise subject to third-party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant CW all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage CW or any third-party; (iii) submit or post material that involves gambling, gaming, sweepstakes, and/or any other activity with an entry fee and a prize, or (iv) submit or post material that is otherwise inappropriate. In addition, you agree to pay for all royalties, fees, and other payments owed to any party by reason of your posting or submitting User Submissions. CW does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and CW EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH USER SUBMISSIONS.

CW does not permit copyright infringing activities, infringement of rights of publicity, or infringement of other intellectual property rights on its Service, and CW will remove all Licensed Content and User Submissions if properly notified that such Licensed Content or User Submission infringes on another’s rights. CW will not necessarily monitor User Submissions. However, we do reserve the right to monitor, alter, edit, or remove Content (including User Submissions) without prior notice and for any reason. CW also reserves sole discretion to decide whether Content (including a User Submission) is appropriate and complies with the Terms of Use.

If you submit any materials in which you do not own all right, title and interest, these materials may be removed from the Site. If you do so repeatedly, your account will be terminated at CW’s sole discretion. You further represent and warrant that you have the permission of any individuals depicted in photographs, videos or recordings that you submit to the Site to use their likeness and/or voice, as well as all other legal rights necessary to grant the license below to CW.

If you submit any Licensed Content, you hereby grant a non-exclusive, royalty-free, perpetual right and license to CW and its affiliates to use, reproduce, distribute, display, transmit, publish, modify, edit and/or create derivative works from the Licensed Content in any format, including without limitation coding or watermarking such Licensed Content, on the Site and in related promotional materials provided in any medium, forum or format, for any purpose of CW or its affiliates in their sole discretion.

You also agree that immediately upon the creation by or on behalf of CW of any derivative works from, modifications, edits or other changes to the Licensed Content (the “Modified Content”), the Modified Content will become the sole and exclusive property of CW and that we will own the entire right, title and interest in and to the Modified Content, including the right to secure copyright registration for the Modified Content and to otherwise use the Modified Content for any purpose as determined by CW in its sole discretion. You hereby grant, assign, transfer and convey any and all right, title or interest you have or may be deemed to have in and to the Modified Content to CW.

CW welcomes your comments and suggestions. However, except for any personal information we may collect from you pursuant to our Privacy Policy, Licensed Content or User Submissions will be considered non-confidential and non-proprietary. You understand that whether or not such User Submissions are published or posted, CW (1) does not guarantee any confidentiality with respect to any User Submissions (except as described in our Privacy Policy), (2) does not pay any compensation for User Submissions, and (3) is under no obligation to respond to or post any User Submissions. User Submissions shall become the exclusive property of CW and can be used by CW or its affiliates for any purpose without compensation to you.

You understand that when using the Service, you may be exposed to User Submissions from a variety of sources, and that CW is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and YOU AGREE TO WAIVE, AND HEREBY DO WAIVE, ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU HAVE OR MAY HAVE AGAINST THE CW PARTIES WITH RESPECT THERETO, AND AGREE TO INDEMNIFY AND HOLD THE CW PARTIES HARMLESS TO THE FULLEST EXTENT ALLOWED BY LAW REGARDING ALL MATTERS RELATED TO YOUR USE OF THE SERVICE.

8. Notice and Procedure for Making Claims of Intellectual Property Infringement

The Content, including, for example, all page headers, images, illustrations, graphics, audio clips, video clips, and text, are subject to trade dress, copyright and/or other intellectual property rights or licenses held by CW by its affiliates, or by third parties who have licensed their material to CW. The entire content of the Site is protected under U.S. copyright laws, and CW owns a copyright in the selection, coordination, arrangement and enhancement of CW Content.

If you are an intellectual property owner or an agent thereof and believe that either (1) any Content or User Submissions on the Service or (2) any material or activity contained on an online location to which CW has referred or linked users, infringes upon your intellectual property rights, 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) and 512(d) 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 on the Site are covered by a single notification, a representative list of such works on the 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 us to locate the material (or in the case of referrals or links that are claimed to lead to infringing material or activity, identification of the reference or link that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate that reference or link);
- (d) Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address;
- (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.

Notification pursuant to the DMCA should be submitted to:

CareerWaze DMCA Agent
CareerWaze, Inc.
4900 Hopyard Road
Suite 100
Pleasanton, CA 94588
Phone: 952-621-0328
Email: copyrightagent@careerwaze.com

You acknowledge that if you fail to comply with all of the requirements of this section, your DMCA notice may not be valid. Emails or notices sent to CW without a proper subject line, or for purposes other than communication about intellectual property claims, may not be acknowledged or responded to.

9. Warranties

You warrant and represent to CW as set out below:

- (a) The information provided to CW in any registration screen, profile, email, posting, telephone call or through other means including all personal details, contact details and all other data provided to CW, is true in all respects, up-to-date and not misleading.

- (b) You will keep the information referred to in paragraph (a) up to date.
- (c) You will not access the Service under false identity or pretext and will not use it to falsify your or any other person's identity (however, this will not prevent you from using an adopted name provided the name is used lawfully and in good faith).

You will use the Service lawfully and in good faith.

10. Disclaimers

YOU AGREE THAT YOUR USE OF THE SERVICE SHALL BE AT YOUR SOLE RISK. CW HAS ATTEMPTED TO MAKE THE SITE AND THE CONTENT AS TIMELY AND ACCURATE AS POSSIBLE, BUT BECAUSE ERRORS MAY OCCUR, THE SITE AND CONTENT ARE PROVIDED ON AN "AS IS" BASIS. THE CW PARTIES GIVE NO WARRANTY AND MAKE NO REPRESENTATION IN RELATION TO THE SERVICE OR THE CONTENT. THE CW PARTIES EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW AND YOU WAIVE ANY REPRESENTATION OR WARRANTY ON THE PART OF THE CW PARTIES RELATING TO THE SERVICE OR THE CONTENT, EXPRESS, IMPLIED, STATUTORY, AND OTHERWISE IN CONNECTION WITH THE SERVICE, ANY SOFTWARE LICENSED OR PROVIDED TO YOU BY THE CW PARTIES AND ANY AGREEMENT WITH A THIRD-PARTY, THAT MAY BE IMPLIED BY THE TERMS OF USE, BY CUSTOM, OR BY LAW OR OTHERWISE AND WHICH IS NOT EXPRESSLY SET OUT HEREIN, INCLUDING ANY IMPLIED WARRANTIES OF AVAILABILITY OF THE SERVICE, NON-DISRUPTION, SECURITY, ACCURACY, THE USE OF REASONABLE CARE AND SKILL, QUALITY, MERCHANTABILITY, TITLE OR ENTITLEMENT, FITNESS FOR A PARTICULAR PURPOSE, ABILITY TO ACHIEVE A PARTICULAR RESULT OR FUNCTIONALITY AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AS WELL AS WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, AND COURSE OF PERFORMANCE. WITHOUT LIMITING THE FOREGOING, THE CW PARTIES DO NOT REPRESENT OR WARRANT THAT THE INFORMATION ON THE SERVICE OR ON ANY WEBSITES OR APPS LINKED TO THE SERVICE IS ACCURATE, COMPLETE OR CURRENT; THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR ERROR; THAT THE QUALITY, SAFETY OR LEGALITY OF ANY CONTENT, PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE OR AGREEMENTS YOU ENTER WITH THIRD PARTIES SUCH AS ADVERTISERS WILL MEET YOUR EXPECTATIONS; THAT THE SERVICE WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY CW; THAT SERVICE ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS PCI COMPLIANT. THE CW PARTIES ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DATA LOSS OR CORRUPTION), RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, (III) UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION, CONTENT, AND/OR

INFORMATION STORED THEREIN, (IV) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (V) BUGS, VIRUSES, TROJAN HORSES, DESTRUCTIVE COMPUTER CODES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD-PARTY, AND/OR (VI) 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 SERVICE.

11. Indemnity

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS CAREERWAZE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, LICENSORS AND SUPPLIERS FROM AND AGAINST ANY CLAIM, LOSS, OBLIGATION, DEMAND, DAMAGE, COST, LIABILITY, EXPENSE, AND ATTORNEY'S FEES ARISING TO ANY OF THE CW PARTIES AS A RESULT OF ANY CLAIM, DEMAND OR PROCEEDINGS BROUGHT OR THREATENED AGAINST THE CW PARTIES IN CONNECTION WITH (1) YOUR USE OF, ACCESS TO, OR MISUSE OF THE SERVICE; (2) YOUR BREACH OF ANY OF THE TERMS OF USE; (3) YOUR VIOLATION OF ANY THIRD-PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY COPYRIGHT, PROPERTY, OR PRIVACY RIGHT; (4) ANY CLAIM THAT ANY OF YOUR USER SUBMISSIONS CAUSED DAMAGE TO AN INDEMNIFIED PARTY OR A THIRD-PARTY; (5) ANY TRANSACTION YOU CONDUCT AS A RESULT OF THE CONTACT FACILITATED BY THE SERVICE; OR (6) ANY ACTIVITY USING YOUR APPLE ID, EMAIL ADDRESS AND PASSWORD BY YOU OR ANY OTHER PERSON ACCESSING THE SERVICE USING YOUR ACCOUNT OR EMAIL ADDRESS.

IF THE CW PARTIES TAKE ANY LEGAL ACTION AGAINST YOU AS A RESULT OF YOUR VIOLATION OF THE TERMS OF USE, THE CW PARTIES WILL BE ENTITLED TO RECOVER FROM YOU, AND YOU AGREE TO PAY, ALL REASONABLE ATTORNEYS' FEES AND COSTS OF SUCH ACTION, IN ADDITION TO ANY OTHER RELIEF GRANTED TO CW.

12. Limitations on Liability

IN NO EVENT SHALL THE CW PARTIES BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM THE SERVICE OR THIRD-PARTY PRODUCTS OR SERVICES, UNDER THE TERMS OF USE OR IN CONNECTION WITH THEIR PERFORMANCE OR BREACH, OR IN CONNECTION WITH ANY WARRANTIES HEREUNDER, OR IN CONNECTION WITH THE SERVICE, INCLUDING FOR THEIR NEGLIGENCE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING ANY LOSS OF PROFITS OR SAVINGS OR ANTICIPATED PROFITS OR SAVINGS, DATA, OPPORTUNITY, REPUTATION, GOODWILL OR BUSINESS, EVEN IF THE CW PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

THE CW PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, LIABILITY OR LOSS THAT YOU MAY INCUR, OR FOR ANY OTHER UNDESIRABLE CONSEQUENCES, RESULTING FROM: (1) ANY SUSPENSION OR DISRUPTION OF THE SERVICE, INCLUDING WHERE SUCH SUSPENSION OR DISRUPTION RESULTS FROM CW'S NEGLIGENCE, (2) ANY ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (3) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, (4) UNAUTHORIZED ACCESS TO OR USE OF THE CW PARTIES' SERVERS AND/OR ANY AND ALL INFORMATION STORED THEREIN, (5) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (6) INADEQUATE OR FAULTY HARDWARE OPERATING THE SERVICE; (7) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD-PARTY, (8) USER CONTENT, THIRD-PARTY WEBSITES OR APPS; (9) ERRORS OR OMISSIONS IN ANY CONTENT; OR (10) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT WHEREIN SUCH CONTENT OR ADVERTISEMENT IS POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE CW PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

THE CW PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, LIABILITY OR LOSS THAT YOU OR ANY OTHER PERSON MAY INCUR, OR FOR ANY OTHER UNDESIRABLE CONSEQUENCES, RESULTING FROM YOUR BREACH OF YOUR WARRANTIES OR OTHER OBLIGATIONS UNDER THE TERMS OF USE INCLUDING, WITHOUT LIMITATION, THE OBLIGATION TO KEEP YOUR LOG-IN DETAILS SECURE OR FROM THE SHARING OF THESE DETAILS WITH ANY OTHER PERSON.

THE CW PARTIES' MAXIMUM AGGREGATE LIABILITY FOR ANY SINGLE EVENT (OR A SERIES OF RELATED EVENTS) GIVING RISE TO A CLAIM IN CONNECTION WITH THE TERMS OF USE OR IN RELATION TO THE SERVICE, EITHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, MISREPRESENTATION OR NEGLIGENCE WILL BE LIMITED TO \$50 USD.

BY ACCESSING THE SERVICE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Any claims relating to use of the Service must be bought within one (1) year from the date the cause of action arose. Claims brought after such period are VOID. The Service is controlled and offered by CW from its facilities in the United States of America. Those who access or use the Service do so at their own volition and are responsible for compliance with local and all other applicable laws, restrictions, and regulations.

13. Equitable Relief

If you violate the Terms of Use, we may seek injunctive relief or other equitable relief.

14. Subpoena Fees

If CW has to provide information in response to a subpoena related to your account, then we may charge you for our costs. These costs may include attorney and employee time spent retrieving records, preparing documents, and participating in a deposition.

15. Assignment

The TOU, and any rights and licenses granted hereunder, may be transferred or assigned by you only with CW's prior written consent, but may be assigned by CW without restriction and without notice to you.

16. Class Action Waiver

ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL LEGAL ACTION. YOUR ACCESS AND CONTINUED USE OF THE SERVICE SIGNIFIES YOUR EXPLICIT CONSENT TO THIS WAIVER.

17. General

The Terms of Use constitute the entire agreement between the parties and supersede all other agreements, statements, and other arrangements between the parties in relation to the subject matter hereof. If any provision of the Terms of Use is held by a court or other tribunal of competent jurisdiction, to be invalid, void, or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of the Terms of Use, so that the Terms of Use shall remain in full force and effect. Each party acknowledges that it has not relied on or been induced to enter the Terms of Use by a representation other than those expressly set out in the Terms of Use. CW and you do not intend to confer, and the Terms of Use will not be construed as conferring, any right, remedy, obligation or liability of any kind on any person other than CW, you, and their successors and assigns. No modification, alteration or waiver of any of the provisions of the Terms of Use will be effective unless in writing and signed on behalf of each of the Parties. No waiver of any of the Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and CW's failure to assert any right or provision under the Terms of Use shall not constitute a waiver of such right or provision. You agree that the Service shall be deemed solely based in

California, United States of America and the Service shall be deemed a passive Service that does not give rise to personal jurisdiction over CW in jurisdictions other than California. The Terms of Use are governed by United States and California law, without regard to conflict of law provisions, and the Parties submit to the exclusive jurisdiction of the courts of Alameda County, California in relation to any dispute between them arising out of the subject matter of the Terms of Use.