

## **Terms of Use**

**(Effective: January 1, 2010)**

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SkillSniper reserves the right, at its discretion, to change, modify, add or remove portions of these Terms of Use at any time by posting such changes to this page. You understand that you have the affirmative obligation to check these Terms of Use periodically for changes, and you hereby agree to periodically review these Terms of Use for such changes. The continued use of the Web Site following the posting of changes to these Terms of Use will constitute your acceptance of those changes. The most current version of these Terms of Use can be reviewed on the SkillSniper.com home page.

BY USING OR OTHERWISE ACCESSING THE WEB SITE, CREATING, REGISTERING OR ACCESSING AN ACCOUNT, POSTING OR DOWNLOADING CONTENT OR ANY OTHER INFORMATION TO OR FROM THE WEB SITE, PURCHASING ANY PRODUCTS OR SERVICES VIA THE WEB SITE OR MANIFESTING YOUR ASSENT TO THESE TERMS OF USE IN ANY OTHER MANNER, YOU HEREBY UNEQUIVOCALLY AND EXPRESSLY AGREE TO, AND SHALL BE SUBJECT TO, THESE TERMS OF USE. IF YOU DO NOT UNEQUIVOCALLY AGREE TO THESE TERMS OF USE, YOU MAY NOT USE OR OTHERWISE ACCESS THE WEB SITE, CREATE, REGISTER OR ACCESS AN ACCOUNT, POST OR DOWNLOAD CONTENT OR ANY OTHER INFORMATION TO OR FROM THE WEB SITE OR PURCHASE ANY PRODUCTS OR SERVICES VIA THE WEB SITE.

### **General Terms of Use and Restrictions on Use**

The Web Site is intended for use by individuals seeking employment opportunities and for employers and their agents seeking potential employees. You may only use the Web Site for your legitimate efforts in accordance with the foregoing purposes. You may use the Web Site only for lawful purposes.

SkillSniper hereby grants you a limited, nonexclusive, nonassignable, nontransferable license to access and use the Web Site solely for your personal use or the internal business needs of the entity of which you are an authorized representative, as the case may be, subject to your agreement to, compliance with and satisfaction of these Terms of Use. All rights not otherwise expressly granted by these Terms of Use are reserved by SkillSniper. If you do not comply with the Terms of Use at any time, SkillSniper reserves the right to revoke the aforementioned license(s), limit your access to the Web Site or restrict your ability to post or download Content or order products and services. You agree not to reproduce, duplicate, copy, distribute, transmit, sell, trade, resell or exploit for any purpose any portion of or any information from the Web Site. You may not obscure or remove any proprietary rights notices contained in or on the Content. You are solely responsible for providing, maintaining and ensuring the compatibility of all hardware, software, electrical and other physical requirements necessary for your access to and use of the Web Site or any part thereof.

SkillSniper may discontinue or alter any aspect of the Web Site, remove Content from the Web Site, restrict the time the Web Site is available or restrict the amount of use permitted at SkillSniper’s sole discretion and without prior notice or liability. You agree that SkillSniper may, under certain circumstances, immediately suspend and/or terminate your access to the Web Site or any part thereof. Cause for such measures shall include, without limitation: (a) breaches or violations of these Terms of Use or other incorporated agreements or guidelines; (b) discontinuance or material modification to the Web Site; (c) unexpected technical or security issues or problems; (d) extended periods of inactivity; and/or (e) engagement by you in fraudulent or illegal activities. You further agree that such measures shall be taken in SkillSniper’s sole discretion and without liability to you or any third party.

For purposes of these Terms of Use, references to “post” or “posting” shall refer to any manner of posting, transmitting, uploading, providing, making available or otherwise transferring material or information.

### **SkillSniper Intellectual Property**

Unless otherwise specifically noted in these Terms of Use, images, trademarks, service marks, logos and icons displayed on the Web Site, including, without limitation, SkillSniper™ and the SkillSniper logo, are the property of SkillSniper and/or its licensors and may not be used without SkillSniper’s prior written consent. Trademarks owned by third parties are the property of those respective third parties. The Web Site is the copyrighted property of SkillSniper, and it may not be reproduced, recreated, modified, accessed or used in any manner or disseminated or distributed to any other party in violation of these

Terms of Use. Any unauthorized use of any Content, whether owned by SkillSniper or other parties, may violate copyright laws, trademark laws, privacy and publicity laws and communications regulations and statutes. You will not copy, reverse engineer, disassemble, decompile, translate, modify, reproduce, republish, transmit, sell, offer for sale, disseminate or redistribute the intellectual property found in the Web Site or any part thereof or grant any other person or entity the right or access to do so.

### **Accounts**

For certain aspects of the Web Site, you may be asked to register an account. In the event you agree to register an account, you will select and/or receive a username and password upon providing registration information and successfully completing the registration process. You are responsible for maintaining the confidentiality of your username and password and are fully responsible for all activities that occur under your username and password. You agree to immediately notify SkillSniper in the event (a) your registration information changes, or (b) you learn of or have reason to suspect any unauthorized use of your account or any other breach of security. You also agree that you will provide truthful and accurate information during the registration process. SkillSniper may refuse to grant a particular username to you for any reason, including, without limitation, in the event SkillSniper determines that such username impersonates someone else, is protected by trademark or other proprietary right law or is vulgar or otherwise offensive.

### **Content**

You acknowledge that the Web Site may contain or provide access to information, software, photos, video, text, graphics, music, sounds or other material provided by SkillSniper or third parties (collectively, "Content") that are protected by copyrights, patents, trademarks, trade secrets or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. For the avoidance of doubt, references to Content shall include User Content.

The Content posted by users via the Web Site ("User Content") is the property of the specific users of the Web Site who post such User Content and their licensors, if any. SkillSniper does not claim any ownership rights in such User Content. By posting User Content via the Web Site, however, you hereby grant to SkillSniper a limited, transferable, nonexclusive, worldwide, perpetual, royalty-free license to use, reproduce, modify, edit, adapt, publish, translate, display, distribute, sell, sublicense and create derivative works and compilations incorporating such User Content.

SkillSniper does not generally monitor or otherwise remove User Content after it is posted on the Web Site except under certain limited circumstances as required or permitted by law or otherwise in the sole discretion of SkillSniper. In the event you would like to request that SkillSniper remove your User Content from the Web Site, please contact SkillSniper at [support@skillsniper.com](mailto:support@skillsniper.com). Please note however, that if SkillSniper agrees, in its sole discretion to remove your User Content, such User Content may not be completely removed or may otherwise still be available to others in the following circumstances: (a) your User Content has been incorporated into derivative works or compilations created by SkillSniper or other parties; (b) such User Content has been retained in SkillSniper's data backup systems or for archival purposes; or (c) to the extent such User Content has been sold to or downloaded by other persons and such persons retain your User Content.

### **SkillSniper's Privacy Policy**

SkillSniper collects, stores and uses data collected from you in accordance with SkillSniper's Privacy Policy, located on the SkillSniper home page. The terms and conditions of the Privacy Policy are hereby expressly incorporated into these Terms of Use.

### **Links/Advertisements**

The Web Site may provide, or third parties may provide, advertisements and/or links to other web sites or resources on the Internet. Because SkillSniper has no control over such advertised products or services, web sites or resources, you acknowledge and agree that SkillSniper is not responsible for the availability of such advertised products or services, external web sites or resources, and SkillSniper does not endorse and is not responsible or liable for any Content, advertising, products, services, or other materials on or available from such advertisers, web sites or resources or for any privacy or other practices of the third parties operating those web sites or resources. You further acknowledge and agree that SkillSniper 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 your use of or reliance on any such Content, products or services advertised or available on or through any such web site or resource. SkillSniper strongly encourages you to review any separate terms of use and privacy policies governing use of these third party web sites and resources.

### **Purchases**

SkillSniper may allow users to place Orders for information, subscriptions and/or services via the Web Site or through its third-party affiliate. "Order" shall mean any order placed by a user for information, subscriptions and/or services via the Web Site

that is accepted by SkillSniper. In the event that you are a user placing an Order to purchase information, subscriptions and/or services, you are subject to the additional terms of this section.

Upon placing an Order, you shall pay to SkillSniper the purchase price as set forth in the “Shopping Cart” or similar ordering mechanism. SkillSniper or its third-party affiliates may utilize the services of certain third-party payment processors to process payments of credit cards and other accepted methods of payment. Your purchase is subject to any additional terms and conditions imposed by such third-party payment processors. The purchase price and any applicable fees or taxes shall be applied to your chosen method of payment upon submission of your order.

Prices and availability are subject to change without notice. Errors will be corrected where discovered, and SkillSniper reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an Order has been submitted and whether or not the Order has been confirmed and your payment method accepted and charged. In the event your payment method has been accepted and charged, SkillSniper will issue you the appropriate credit within a reasonable time after your Order has been revoked.

In the event you are an employer and purchase information about job-seeking Users or that embody or otherwise contain User Content, you agree to the following restrictions regarding such information and the User Content or other information contained or embodied therein: (a) you may not resell any information or User Content or otherwise profit from its use or display; (b) you may not, nor will you allow any other party to, reproduce, modify, edit, adapt, publish, translate, display, distribute, sell, sublicense or create derivative works or compilations incorporating such User Content without the express permission of SkillSniper or the owner of such User Content; and (c) you will not otherwise violate any additional legal restrictions governing use of such information or User Content.

### **User Representations**

You hereby represent and warrant to SkillSniper that: (a) you (i) have reached the age of majority in the jurisdiction where you reside, (ii) are an emancipated minor under the laws of your jurisdiction of domicile and/or residence, (iii) possess legal parental or guardian consent or (iv) otherwise have the power and authority to enter into and perform your obligations under this Agreement; (b) all information provided by you to SkillSniper is truthful, accurate and complete; (c) you are an authorized signatory of the credit or debit card or other method of payment that you provide to SkillSniper or its third-party payment processor to pay the purchase price and any applicable fees or taxes related to your purchases via the Web Site; (d) you will comply with the terms and conditions of these Terms of Use and any other agreement to which you are subject that is related to your use of the Web Site or any part thereof; (e) you have provided and will maintain accurate and complete registration information with SkillSniper, including, without limitation, your legal name, address, email address, and any other information SkillSniper may reasonably require; (f) your access to and use of the Web Site or any part thereof and/or purchase and use of any products or services will not constitute a breach or violation of any other agreement, contract, terms of use or any law or regulation to which you are subject; (g) you will immediately notify SkillSniper in the event that you learn or suspect that your registration information, username or password has been disclosed or otherwise made known to any other person; (h) you will not use the Web Site in order to gain competitive intelligence about SkillSniper, the Web Site or any product or service offered via the Web Site or to otherwise compete with SkillSniper or its affiliates; and (i) if you purport to be the agent of, represent or otherwise act on behalf of an entity or any other person, that you are in fact an authorized representative of such entity or other person.

In the event that you post any User Content via the Web Site, you hereby make the following additional representations and warranties to SkillSniper: (1) you are owner of such User Content or otherwise have the right to grant SkillSniper the licenses granted pursuant to this Agreement; (2) you have secured any and all consents necessary to post the User Content and to grant the foregoing licenses; (3) the User Content does not violate the rights of any third party, including, without limitation, the intellectual property, privacy or publicity rights of any third party, and such User Content does not contain any personally identifiable information about third parties in violation of such parties’ rights; (4) the use of any User Content will not result in harm or personal injury to any third party; and (5) all factual information contained in the User Content is true and accurate.

### **Prohibited Uses**

You are solely responsible for any and all acts and omissions that occur under your account or password, and you agree not to engage in unacceptable use of the Web Site or any part thereof or any User Content that you may sell or purchase via the Web Site, which includes, without limitation: (a) use of the Web Site to post, store or disseminate material or information that, is or to a reasonable person may be unlawful, harmful, tortious, abusive, obscene, pornographic, defamatory, libelous, harassing, invasive of another’s privacy, offensive, vulgar, threatening, malicious, hateful or racially, ethnically or otherwise objectionable; (b) use of the Web Site to post, store or disseminate Content, files, graphics, software or other material or information that actually or potentially infringes the rights of any person, including, without limitation, the copyright, trademark, patent, trade secret or other intellectual property rights, or privacy, moral or publicity rights, of any person; (c) use of the Web Site to interfere, disrupt or attempt to gain unauthorized access to other accounts on the Web Site or any other computer network; (d) use of the Web Site to post, store or disseminate viruses, Trojan horses or any other malicious code or

programs designed to interrupt, destroy or limit the functionality of any computer software, hardware, system or telecommunications equipment; (e) use of the Web Site to post, store or disseminate any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or other fraudulent schemes, or any other form of solicitation; (f) use of any manual or automated software, devices or other processes to “crawl” or “spider” any web pages contained in the Web Site (including, without limitation, the use of robots, bots, spiders, scrapers or any other means to extract user, product, service or other data from the Web Site); (g) use of the Web Site to gain competitive intelligence about SkillSniper, the Web Site or any product or service offered via the Web Site or to otherwise compete with SkillSniper or its affiliates; (h) framing or otherwise simulating the appearance or functions of the Web Site or any portion thereof; and (i) harvesting or otherwise collecting any information about other Users, including, without limitation, email addresses or other contact information of other Users.

### **Disclaimer**

SkillSniper uses reasonable efforts to maintain the Web Site, but SkillSniper is not responsible for any defects or failures associated with the Web Site, any part thereof, any User Content posted using the Web Site, or any damages (such as lost profits or other consequential damages) that may result from any such defects or failures. The Web Site may be inaccessible or inoperable for any reason, including, without limitation: (a) equipment malfunctions, (b) periodic maintenance procedures or repairs which SkillSniper may undertake from time to time, or (c) causes beyond the control of SkillSniper or which are not foreseeable by SkillSniper. In addition, SkillSniper makes no guarantees as to the web sites and information located worldwide throughout the Internet that you may access as a result of your use of the Web Site, including as to the accuracy, content, or quality of any such sites and information or the privacy practices of any such site. SkillSniper does not make any representations or guarantees about the effectiveness or timeliness of the information on the Web Site or the results user will experience in using the Web Site.

SkillSniper does not control the User Content posted by its users, nor does it have any obligation to monitor such User Content for any purpose. Despite the fact that it has no monitoring obligations, SkillSniper reserves the right to remove any and all material that it feels is actually or potentially inappropriate, offensive, illegal or harmful in any respect or which may violate these Terms of Use. Because the User Content offered via the Web Site is provided by other users, and because SkillSniper does not monitor or exercise control over the User Content, SkillSniper does not make any warranties or representations regarding any of the User Content offered via the Web Site or the quality thereof. SkillSniper does not necessarily approve, endorse, sanction, encourage, verify or agree with any message or information posted by its users or otherwise embodied in the Content. You understand that by using the Web Site, you may be exposed to Content that may be offensive, indecent, vulgar, defamatory or otherwise objectionable, and that in no way shall SkillSniper be liable under any theory for such exposure.

### **PLEASE NOTE THE FOLLOWING IMPORTANT DISCLAIMERS OF WARRANTIES:**

THE WEB SITE, ANY CONTENT AND ANY INFORMATION OR SERVICES PROVIDED VIA THE WEB SITE ARE PROVIDED “AS IS” AND “AS AVAILABLE,” AND AT YOUR SOLE RISK. SKILLSNIPIER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE AND NON-INFRINGEMENT.

WITHOUT LIMITATION, SKILLSNIPIER MAKES NO WARRANTY THAT THE WEB SITE, ANY CONTENT OR ANY INFORMATION OR SERVICES PROVIDED VIA THE WEB SITE WILL MEET YOUR REQUIREMENTS, THAT USE OF THE FOREGOING WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT THE RESULTS OBTAINED FROM THE USE OF THE FOREGOING OR ANY INFORMATION FOUND THEREON WILL BE ACCURATE, COMPLETE OR RELIABLE, OR THAT THE QUALITY OF ANY CONTENT, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED THROUGH THE WEB SITE WILL MEET YOUR EXPECTATIONS.

ANY CONTENT OR OTHER MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEB SITE IS DONE AT YOUR SOLE RISK, AND 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.

FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED BY YOU THROUGH THE WEB SITE OR ANY PRODUCT SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THESE TERMS OF USE.

### **Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT SKILLSNIPIER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, LOSS OF OR INJURY TO

LIFE OR OTHER INTANGIBLE LOSSES (EVEN IF SKILLSNIPIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE WEB SITE, ANY CONTENT OR ANY INFORMATION OR SERVICES PURCHASED VIA THE WEB SITE; (B) THE COST OF PROCUREMENT OF SUBSTITUTE INFORMATION AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE WEB SITE OR OTHERWISE; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS, CONTENT OR DATA; OR (D) ANY OTHER MATTER RELATING TO THE WEB SITE, ANY CONTENT OR THE PURCHASE OF SKILLSNIPIER'S INFORMATION OR SERVICES. IF YOU ARE DISSATISFIED WITH THE WEB SITE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USE OF THE WEB SITE AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS. IN NO EVENT SHALL SKILLSNIPIER'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE) EXCEED THE GREATER OF (A) THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE WEB SITE, PURCHASING ANY CONTENT OR PURCHASING SKILLSNIPIER'S PRODUCTS OR SERVICES OR ANY AMOUNT RETAINED BY SKILLSNIPIER FOR PROVIDING THE SERVICES OR (B) \$100.

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 MAY NOT APPLY TO YOU.

### **Indemnification**

You agree to defend, indemnify and hold harmless SkillSniper, its officers, members, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including attorneys' fees and costs and expenses, arising out of or in any way connected with (a) your access to or use of the Web Site or any part thereof, (b) any User Content you post via the Web Site, (c) a breach or alleged breach by you of any of your representations, warranties, covenants or obligations under this Agreement, (d) infringement or misappropriation of any intellectual property or other rights of SkillSniper or third parties by you, (e) any negligence or willful misconduct by you, (f) any other claim related to your performance under this Agreement, or (g) your use of any Content, services or information provided by SkillSniper.

### **Term and Termination**

This Agreement is effective upon your unequivocal acceptance as set forth herein and shall continue in full force until terminated. You agree that SkillSniper, in its sole discretion, may terminate your use of the Web Site or any part thereof upon prior notice, and remove and discard any Content, in the event you violate these Terms of Use. You agree that SkillSniper may immediately suspend your account and your access to the Web Site or any part thereof in order to conduct an investigation in the event it believes you have violated these Terms of Use or if it determines that you are a repeat infringer of another's intellectual property or other rights. SkillSniper may also, in its sole discretion and at any time, discontinue providing the Web Site, any part thereof, any User Content or any products or services advertised thereon, with or without notice. In addition to any other method of termination or suspension provided for in this Agreement, SkillSniper reserves the right to terminate this Agreement at any time and for any reason upon ten (10) days notice to you. Further, you agree that SkillSniper shall not be liable to you or any third-party for any termination or suspension of your access to the Web Site or any part thereof, removal of User Content or sale of any products or services. You may terminate this Agreement at any time by immediately discontinuing all access to the Web Site and by providing notice to SkillSniper of such discontinuance. Termination or cancellation of this Agreement shall not affect any right or relief to which SkillSniper may be entitled at law or in equity. Upon termination of this Agreement, you shall terminate all use of the Web Site and any Content provided thereby. In the event of termination for your breach of this Agreement, you will not be entitled to any refund of any fees or other charges, if any, paid in connection with this Agreement.

### **Governing Law and Other Miscellaneous Terms**

The parties and their respective personnel are and shall be independent contractors, and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

You acknowledge and agree that any expenses that you incur in furtherance of this Agreement are voluntary in nature and are made with the knowledge that this Agreement may be terminated as provided herein. You shall not make a claim against SkillSniper, and SkillSniper shall not be liable with respect to the recoupment of any expenditures or investment made by you in anticipation of the continuation of this Agreement beyond the term hereof.

The parties agree that breach of the provisions of this Agreement would cause irreparable harm and significant injury to SkillSniper which would be both difficult to ascertain and which would not be compensable by damages alone. As such, the parties agree that SkillSniper has the right to enforce the provisions of this Agreement by injunction (without necessity of

posting bond), specific performance or other equitable relief without prejudice to any other rights and remedies SkillSniper may have for your breach of this Agreement.

The validity and effect of these Terms of Use shall be governed by and construed and enforced in accordance with the laws of the state of Kansas, U.S.A., without regard to its conflicts or choice of laws principles. ANY SUIT, ACTION OR PROCEEDING CONCERNING OR RELATING TO THE WEB SITE, ITS USE, THESE TERMS OF USE, CONCERNING ANY SALE OR CONCERNING ANY OTHER PRODUCT, SERVICE, POLICY OR PROCEDURE OF SKILLSNIPER, MUST BE BROUGHT EXCLUSIVELY IN A COURT OF COMPETENT JURISDICTION IN JOHNSON COUNTY, KANSAS, U.S.A., AND YOU HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURT (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, ACTION OR PROCEEDING; AND YOU IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH YOU MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT OR IMPROPER FORUM.

If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable fees of attorneys, accountants and other professionals, and costs and expenses in addition to any other relief to which such prevailing party may be entitled.

The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting and construing this Agreement.

If the performance of any part of this Agreement by either party (other than payment of money) is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor dispute, act of God, telecommunications failure or any other cause beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such cause.

This Agreement, including any other agreements or additional terms referenced herein, constitutes the complete and exclusive statement of the Agreement between the parties with respect to the Web Site, Content and products and services offered via the Web Site, and, unless otherwise expressly provided herein, it supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Web Site, Content and products and services sold via the Web Site. If any provision of this Agreement is found unlawful or unenforceable in any respect, the court shall reform such provision so as to render it enforceable or, if it is not possible to reform such provision so as to make it enforceable, then delete such provision. As so reformed or modified, the court shall fully enforce this Agreement. The provisions of this Agreement that by their content are intended to survive the expiration or termination of this Agreement, including, without limitation, provisions governing ownership and use of intellectual property, representations, disclaimers, warranties, liability, indemnification, governing law, jurisdiction, venue, remedies, rights after termination and interpretation of this Agreement, will survive the expiration or termination of this Agreement for their full statutory period.

The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement.

SkillSniper makes no representation that Content or other material or information on the Web Site is appropriate to or available in locations outside of the United States. You may not use the Web Site or export Content in violation of United States export laws, regulations or restrictions. If you access the Web Site from outside of the United States, you are responsible for compliance with all applicable laws.

### **Copyright and Copyright Notices**

SkillSniper respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide SkillSniper's Copyright Agent the following information:

- an electronic or physical signature of the owner or person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Web Site sufficient to allow us to locate the allegedly infringing material;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Please contact SkillSniper's Copyright Agent for Notice of Claims of copyright infringement at: [legal@skillsniper.com](mailto:legal@skillsniper.com). Copyright owners and agents acknowledge that failure to comply with all of the requirements of the foregoing may result in an invalidity of the DMCA notice.

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

- your physical or electronic signature;
- identification of the User Content that has been removed or to which access has been disabled and the location at which the User Content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the User Content was removed or disabled as a result of mistake or a misidentification of the User Content; and
- your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court exercising jurisdiction over Johnson County, Kansas, 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, SkillSniper may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed User Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the person providing such User Content, the removed User Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at SkillSniper's sole discretion.