

JOBLURE™
WEBSITE TERMS OF USE
Effective March 1, 2019

1. INTRODUCTION

Welcome to the Internet website JobLure.com (this “**Site**”), which has been developed and is controlled and maintained by Valley Tech, LLC (“**Processor**”). Please note that while this Site is owned and operated by Processor, the services described in this Site may in fact be performed by entities affiliated with Processor. Prospective employers (each, an “**Employer**”) may contract with individual Processor affiliates for services depending, in part, on the nature of the services and the geographic location of the Employer. Processor and any and all affiliated entities that control, are controlled by, or are under common control with Processor are collectively referred to herein as “**we**,” “**us**” or “**our**”.

PLEASE READ THESE TERMS OF USE (“Terms of Use”) CAREFULLY BEFORE USING THIS SITE. By using this Site or by clicking a box that states that you accept or agree to these terms, you signify your agreement to these Terms of Use. If you do not agree to these Terms of Use, please exit the Site immediately, as you are not authorized to use the Site.

You acknowledge that these Terms of Use are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. From time to time, these Terms of Use may be changed, expanded or amended, and may include the introduction of additional Terms of Use for certain Site features. Any changes to these Terms of Use may be made without notice, and will be effective immediately upon posting on the Site, so please be sure to review them on an ongoing basis. The effective date appearing at the top of this page indicates when the latest changes were made to these Terms of Use.

2. USE OF CONTENT

All information, materials, functions and other content (collectively, “**Content**”) contained on the Site are the property of Processor and/or its affiliates, assigns, clients, licensors or other respective owners and are protected, without limitation, pursuant to U.S. and foreign copyright and trademark laws. We may change the Site or delete Content or features at any time, in any way, for any or no reason.

Except as we specifically agree in writing, no Content from the Site may be used, reproduced, transmitted, distributed or otherwise exploited in any way other than as part of the Site, except that where the Site is configured to enable the download of particular Content, you may download one copy of such Content to a single computer for your personal, internal use only; provided that you (a) keep intact all copyright, trademark and other proprietary rights notices, (b) make no modifications to the Content and (c) do not use the Content in a manner that suggests an association with any of our services. Any unauthorized or prohibited use may subject the offender to civil liability and potential criminal prosecution under applicable federal and state laws.

3. EMPLOYER PORTAL AND REGISTRATION

In order for Employers and their authorized users to access our Employer portal, a username and password is required, which you will need to obtain through Processor’s online registration form. Once you have obtained access, you may be required to accept cookies and to enable certain software applications.

If you request access to the Employer portal,

- As an Employer, you agree to (a) provide true, accurate and complete information about yourself as prompted by the registration form (collectively, “**Employer Data**”), (b) maintain and promptly update any Employer Data to keep it true, accurate, current and complete and (c) accept the provisions of the JobLure Services Agreement and our [Privacy Policy](#).
- As an employee authorized by your Employer (an “**Authorized User**”) to access the Employer portal, you agree to (a) provide true, accurate and complete information about yourself as prompted by the registration form (collectively, “**Authorized User Data**”), (b) maintain and promptly update any Authorized User Data to keep it true, accurate, current and complete and (c) accept the provisions of the JobLure Authorized User Agreement and our [Privacy Policy](#).

If we have reasonable grounds to suspect that the Employer Data or the Authorized User Data (as applicable) is in any way inaccurate, we may suspend or terminate your account and refuse you any use of the Site, the Employer portal or any portion thereof. You acknowledge and agree that we may send you important information and notices regarding your account and the Site by email or other means based on the information you provide to us. You acknowledge and agree that we shall have no liability associated with or arising from your failure to maintain accurate Employer Data or Authorized User Data, including without limitation your failure to receive critical Site information.

4. **CONTENT ACCESSIBLE THROUGH LINKS FROM THE SITE AND SEARCH RESULTS**

You should be aware that when you are on the Site, there may be links to other sites that take you outside of our service to sites that are beyond our control. You acknowledge that when you click on any such link, the sites you are taken to are not controlled by us; different terms of use and a different privacy policy may apply, and we are not responsible for such sites. We do not endorse and cannot ensure that you will be satisfied with any products or services that you purchase from a third-party site that links to or from the Site or any Content contained on our Site. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any third parties. We are not responsible for the accuracy, relevance, legality or decency of material contained on sites retrieved in searches and/or listed in search results or identified on search results pages.

5. **DISCLAIMERS**

THE CONTENT ON OR OTHERWISE RELATED IN ANY WAY TO THE SITE OR ANY THIRD PARTY SITES OR SERVICES LINKED TO OR FROM THE SITE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATIBILITY AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT ANY CONTENT WILL BE ERROR-FREE, THAT ACCESS THERETO WILL BE UNINTERRUPTED, THAT DEFECTS, IF ANY, WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE SUCH CONTENT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MOREOVER, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY CONTENT. YOU HEREBY IRREVOCABLY WAIVE ANY CLAIM AGAINST

US WITH RESPECT TO CONTENT AND ANY CONTENT YOU PROVIDE TO THIRD PARTY SITES (INCLUDING CREDIT CARD AND OTHER PERSONAL INFORMATION).

6. INDEMNIFICATION

You hereby agree to indemnify, defend, and hold us, our licensors, representatives and other authorized users, and each of the foregoing entities' respective subcontractors, service providers and suppliers, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives and assigns (collectively, the "**Indemnified Parties**") harmless from and against any and all losses, damages, liabilities and costs (including settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms of Use or any claim arising from your use of the Site and/or any Content. We will provide notice to you of any such claim and will assist you, at your expense, in defending any such claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

7. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL WE, OUR LICENSORS OR ANY OF THE INDEMNIFIED PARTIES BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS, PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, THAT RESULT FROM (A) THE USE OF, OR THE INABILITY TO USE, THE SITE OR CONTENT OR (B) THE CONTENT, INFORMATION AND/OR SERVICES INCLUDED ON OR AVAILABLE THROUGH THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WE MAY TERMINATE YOUR FURTHER ACCESS TO THE SITE OR CHANGE THE SITE OR DELETE CONTENT OR FEATURES IN ANY WAY, AT ANY TIME AND FOR ANY REASON OR NO REASON.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. USER INFORMATION

Subject to our [Privacy Policy](#), Processor may use the information it obtains relating to you, including your IP address, name, mailing address, email address and your use of any part of the Site, for the purpose of fulfilling requests for information or services, for Processor's internal business purposes, for disclosure to Employers to whom applicants direct their information and to third parties engaged in the promotion of Processor and its products and services.

9. CLAIMS OF COPYRIGHT INFRINGEMENT

The Digital Millennium Copyright Act of 1998 (the "**DMCA**") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by us infringe your copyright, you (or your agent) may send us

a notice requesting that the material be removed or access to it blocked. The notice must include the following information: (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 located on the Site are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material on the Site; (d) the name, address, telephone number and email address (if available) of the complaining party; (e) a statement that the complaining party has 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 the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright/> for details. Notices and counter-notices with respect to the Site should be sent to Copyrights c/o Valley Tech, LLC, 373 Timberline Parkway, Vienna, WV 26105. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA. Please note that we may terminate any user who we reasonably believe to be a repeat copyright infringer. We respect the intellectual property of others.

10. **JURISDICTIONAL AND VENUE ISSUES**

You agree that any action at law or in equity arising out of or relating to these Terms of Use, the Site and/or any Content available through the Site shall be filed, and that venue properly lies, only in state or federal courts located in Charleston, West Virginia, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. We make no representation that Content on the Site is appropriate or available for use in any particular location. Those who choose to access the Site do so on their own initiative and are responsible for compliance with all applicable laws including any applicable local laws.

11. **AMENDMENT**

At any time, we may amend these Terms of Use (including by modification, deletion and/or addition of any portion thereof). If we make a material amendment to these Terms of Use, we will notify you by posting notice of such amendment on the Site. Any such amendment to these Terms of Use will be effective immediately upon our posting of the amended Terms of Use on the Site.

12. **GENERAL PROVISIONS**

These Terms of Use shall be exclusively governed by and construed in accordance with the laws of the State of West Virginia and of the United States, without giving effect to any principles of conflicts of law. If any provision of these Terms of Use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. Except as expressly provided in our [Privacy Policy](#), a Services Agreement or Authorized User Agreement between you and Processor, or in material on particular web pages, these Terms of Use constitute the entire agreement between you and us with respect to your use of the Site. These Terms of Use shall be binding upon and inure to the benefit of you, us and our respective successors and assigns.

No waiver of any provision of these Terms of Use by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. In these Terms of Use, the word “including” is used illustratively, as if followed by the words “without limitation.” **YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.**