

**GENERAL TERMS AND CONDITIONS FOR THE USE OF THE  
RECRUITMILITARY WEBSITE AND SERVICES**

**EFFECTIVE September 1, 2016**

The terms and conditions provided below govern your use of [RecruitMilitary.careereco.com](http://RecruitMilitary.careereco.com) and all related sites and domains and their features (the "Website"). BY USING OR ACCESSING THE WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS. If you fail to comply with these terms and conditions, your permission to use the Website automatically terminates and RecruitMilitary, LLC ("Recruit Military," "us," "we") may terminate your use of the Website, block or otherwise bar you from future usage of the Website, and take any other action we deem necessary and appropriate, whether in law or in equity.

RecruitMilitary has chosen the virtual event hosting service CareerEco<sup>®</sup> to power its virtual recruitment events and related services. In using the Website, you agree that your relationship is solely with RecruitMilitary and not with CareerEco<sup>®</sup>, and RecruitMilitary is solely responsible for the content and operation of the Website, subject to the terms and conditions set forth herein. By accessing and/or using any content, information, service, software, or materials on the Website (the "Services"), you represent and warrant that you are able to form a binding contract with us, and that you do so by using the Website, and you acknowledge that you have read and agree to follow and be bound by the following terms of service ("TOS") and the RecruitMilitary Privacy Policy, which can be found on the Website and is incorporated herein by this reference.

If you are an advertiser, sponsor, attendee, exhibitor, employer, recruiter, or other customer of RecruitMilitary, these TOS are in addition to any terms and conditions (including, but not limited to payment terms) that you may agree to in that capacity. You agree that RecruitMilitary websites that are not powered by CareerEco<sup>®</sup> are not governed by these TOS and may have separate terms of service. Please address any questions or concerns regarding these TOS to RecruitMilitary LLC, Attn: Legal, 422 West Loveland Avenue, Loveland, OH 45140; telephone (513) 683-5020.

You are prohibited from using the Services or registering for a RecruitMilitary account if you do not accept the RecruitMilitary Privacy Policy and agree to be bound by the TOS. Registration for a RecruitMilitary account and use of the features of the Website is restricted to those individuals over 18 years of age, emancipated minors, or those who possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties herein. By registering or participating in services or functions on the Website, you (the "Registrant") hereby represent that you are over 18 years of age, an emancipated minor or in possession of consent by a legal parent or guardian, and have the capacity to enter into the terms herein. In any case, you affirm that you are over the age of 13 as the Website is not intended for children under 13. If you are under 13 years of age, do not use the Website.

**MODIFICATION TO TERMS**

RecruitMilitary reserves the right to update and change these TOS from time to time without notice. Any new features that augment or enhance the Services, including the release of new tools and resources, shall be subject to the TOS. Continued use of the Services after any such changes shall constitute your consent to such changes.

**GENERAL CONDITIONS**

You understand that RecruitMilitary operates this Website and provides the Services to facilitate, through the Website, the direct, person-to-person introduction of *bona fide* Registrants seeking employment, educational or franchising opportunities to those offering or seeking to provide such opportunities (the "Intended Purpose"). Any conduct or interaction on the Website that appears, in our sole discretion, to be discourteous, disrespectful, distracting, discriminatory, vulgar, or not focused primarily on the Intended Purpose may result in the suspension or termination of a Registrant's account. By way of example, but not limitation, use of the Website to make social connections with other Registrants, to make position statements, to debate particular issues (whether

relevant or non-relevant), or to engage with others in any manner that creates offense or controversy in public areas of the Website or disrupts the event experience for others is contrary to the Intended Purpose. RecruitMilitary reserves the right at all times to determine, in its sole discretion, whether particular conduct conforms to the Intended Purpose of an event and to terminate your use of the Website, without further obligation of any sort to you, should it determine that your conduct is nonconforming in this respect.

You agree that you will use the Services only for the Intended Purpose and that you will not use the Services for any illegal purposes. You agree that, in using the Services, you will not misrepresent your identity or intentions, modify or delete any email or communication headers or packet identifying information so as to hide or misrepresent your identity, register for an account or attend any chat session under a false identity or pseudonym or for purposes other than the Intended Purpose, or modify, adapt or hack the Website in any manner whatsoever. You agree that you will not use the Website in any manner that could damage, disable, overburden and/or impair any RecruitMilitary or CareerEco® server, or the network(s) connected to any RecruitMilitary or CareerEco® server, and/or interfere with any other party's use and enjoyment of the Website. If your account is terminated for any reason, any subsequent registration by you for any RecruitMilitary event without the express, written permission of RecruitMilitary reinstating your account privileges is a breach of these TOS.

Verbal, physical, written or other abuse (including threats of abuse or retribution) of any RecruitMilitary participant, customer, employee, member, or officer or any person with whom you interact through or as a result of the Services or your failure to follow reasonable instructions by RecruitMilitary will result in immediate account termination and may result in legal action against you.

You agree not to deep-link to the Website or access the Website manually or with any robot, spider, web crawler, extraction software, automated process or device to scrape, copy or monitor any portion of the Website or any materials or other content on the Website without express written permission from RecruitMilitary. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Website or the Services except as provided herein without the express written permission by RecruitMilitary.

You understand that the technical processing and transmission of the Website, including, without limitation, any information or content that you provide while using the Website, may be transferred unencrypted and involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices. You must not upload, post, host, or transmit "spam" messages via the Website or to any party with whom you have been introduced via the Website. You must not transmit worms or viruses or any code of a destructive nature to RecruitMilitary or to any party with whom you have been introduced via the Website.

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## **CONTENT YOU PROVIDE**

RecruitMilitary may provide you with interactive opportunities on the Sites, including, without limitation, features such as chat rooms, bulletin boards, surveys, user ratings and reviews, saved favorites, and liked items (collectively, "Interactive Areas"). You represent and warrant that you are the owner of or otherwise have the right to provide all information, comments, reviews, ratings and other materials or content that you submit, post or otherwise transmit to the Website ("User Content"). You grant RecruitMilitary an irrevocable, transferable, paid up, royalty-free, perpetual, non-exclusive worldwide sub-licensable right to share User Content, without notification to and/or approval by you, **strictly according to our Privacy Policy**. RecruitMilitary and its officers, directors, employees, parents, subsidiaries, affiliates, successors, assigns, licensors, licensees, designees, business partners, contractors, agents and representatives (collectively, the "Released Parties") will not be responsible for, and you hereby expressly release the Released Parties from any and all liability for, the action of any and all third parties with respect to User Content.

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#### **TRADEMARKS**

"RecruitMilitary" and other identifying trade names, trademarks, and service marks on the Website are the registered trademarks or service marks, trade names, or unregistered trademarks of RecruitMilitary or the respective owners of such marks, as the case may be, and are their exclusive property ("Website Trademarks"). Your use of the Website Trademarks without permission is strictly prohibited.

#### **THIRD-PARTY LINKS**

Links to third-party websites may be offered on the Website as a convenience to users on the express condition that third-party websites are not owned or controlled by RecruitMilitary, and RecruitMilitary does not endorse and is not responsible for their content and makes no representation that any such third-party website contains appropriate material or may be accessed or used without harm.

#### **PASSWORDS AND PASSWORD PROTECTED AREAS**

You may be required to register log-in and password information and to create an account in order to use certain features of the Website. Individuals attempting to access password protected areas of the Website or to gain access to accounts of others in violation of these TOS may be subject to prosecution under state and federal law. You are responsible for maintaining the confidentiality and security of your account and password, and you are fully responsible for all activities that occur under your password or account, and for any other actions taken in connection with the account or password. You agree to (a) immediately notify RecruitMilitary of any known or suspected unauthorized use(s) of your password or account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or personal information; and (b) ensure that you exit from your account at the end of each session. RecruitMilitary will not be liable for any injury, loss or damage of

any kind arising from or relating to your failure to comply with (a) and (b) or for any acts or omissions by you or someone else using your account and/or password.

#### **INDEMNITY AND WARRANTY DISCLAIMER**

You agree to indemnify and hold harmless RecruitMilitary, its subsidiaries, affiliates, officers, agents, co-branders, and employees, including, without limitation, CareerEco<sup>®</sup>, from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Website or the Services, including, but not limited to, any content you submit, post to or transmit through the Website, your use of the Services, your violation of these TOS, or your violation of any rights of another.

**EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE WEBSITE AND ALL SERVICES IN CONNECTION WITH THE WEBSITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, RECRUITMILITARY MAKES NO WARRANTY THAT (i) THE WEBSITE AND ANY SERVICES IN CONNECTION WITH THE WEBSITE WILL MEET YOUR REQUIREMENTS, (ii) THE WEBSITE AND ANY SERVICES IN CONNECTION WITH THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE AND ANY SERVICES IN CONNECTION WITH THE WEBSITE WILL BE EFFECTIVE, ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION OBTAINED BY YOU FROM THE WEBSITE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE ACCESSED VIA THE WEBSITE WILL BE CORRECTED.**

The Website may include technical or other mistakes, inaccuracies or typographical errors. RecruitMilitary may make changes to the Website and the services offered through the Website at any time, without notice. RecruitMilitary makes no commitment to update or maintain any materials on the Website. RecruitMilitary assumes no responsibility for errors or omissions in the information, materials, software and/or services which are provided through referenced by or linked to the Website. In no event shall RecruitMilitary or its licensors or suppliers be liable to you or any third party for any special, punitive, incidental, indirect or consequential damages of any kind, or any damages whatsoever, including, without limitation, those resulting from loss of use, data or profits, whether or not RecruitMilitary has been advised of the possibility of such damages, and regardless of the theory of liability, whether in contract, negligence or otherwise, arising out of or in connection with the use of the Website or of any website referenced or linked to or from the Website. The use of the Website or the downloading or other acquisition of any materials through the Website is done at your own discretion and risk and with your agreement that you will be solely responsible for any damages to your computer system or loss of data that results from such activities. No advice or information, whether oral or written, obtained by you from RecruitMilitary or through or from the Website shall create any warranty not expressly stated in this agreement. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of this section may not apply to you.

#### **GOVERNING LAW**

Any action filed by either party to enforce or construe any right granted under these TOS or to assert any claim arising from the services provided by RecruitMilitary through the Website shall be brought exclusively in the state and federal courts applicable to Loveland, Ohio, and shall be governed by Ohio law without regard to its conflict of laws principles. In connection with any such action, you consent to jurisdiction in the courts applicable to Loveland, Ohio and agree to waive any defense or claim of lack of personal jurisdiction, the inappropriateness of venue, or forum non conveniens.

**NO WAIVER**

No delay, indulgence, or failure to take any action, or exercise any right that RecruitMilitary may take or exercise pursuant to the TOS, RecruitMilitary Privacy Policy or applicable law shall constitute a waiver of that action or right by RecruitMilitary.

**NO ASSIGNMENT**

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by RecruitMilitary without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

**ENTIRE AGREEMENT**

These Terms and Conditions and the incorporated Privacy Policy represent the entire agreement between RecruitMilitary and you with respect to use of the Website.