

Terms of Service

Effective Date: December 31, 2018

1. SCOPE OF AGREEMENT

1.1. Terms of Service

These terms of service (“Terms of Service”) are a legally binding contract between you (including visitors, free subscribers, and paid subscribers as defined below) and us, which govern your access and use of the website RockstarFinder.com, and affiliated websites, domains, sub-domains, add-on domains, features, software, services, mobile applications, products, software and other services (collectively, the “**Services**”), owned or controlled by Search Firm Software LLC (“SFS”), a Florida Corporation, or its subsidiaries and affiliated companies (“**SFS**”, “**RockstarFinder**” or “**we**” or “**our**” or “**us**”). Affiliated companies are entities that control, are controlled by, or are under common control with SFS.

If you and SFS will execute (or previously executed) a separate written Master Agreement, then the terms and conditions of such Master Agreement shall prevail to the extent of any conflict with the terms and conditions set forth in the Terms of Service.

1.2. Privacy Policy

For information about how SFS collects, uses, and shares your information when you use the Services, please review our privacy policy (“Privacy Policy”). You agree that by using the Services you consent to the collection, use, and sharing as set forth in the General Privacy Policy. If you will use the Services on behalf of an organization or transfer data to another organization or country, it is your responsibility to determine that organization or country’s own policies regarding storage, access, modification, deletion, sharing, retention of personal data which may apply to your use of the Service.

1.3. Cookie Policy

SFSM uses cookies for security and authentication purposes. You agree that by using the Services you consent to SFS’s use of cookies and follow our Cookie Policy.

1.4. Changes to the Terms of Service

We may change our Terms of Service from time to time, and at our sole discretion. We encourage visitors to print out and frequently check this page for any changes to the Terms of Service. You are responsible for ensuring we have an up-to-date active and deliverable email address for you in order to notify you of any changes. Your continued use of the Services, after being notified of any change in this

Terms of Service, will constitute your full understanding and acceptance of all of the changes. The date the Terms of Service was last revised is identified at the top of the first page.

1.5. Entire Agreement

The Terms of Service, the General Privacy Policy, the Cookie Policy, any other legal notices published by us on the Services, and any separate mutual service agreement between you and us are, collectively, an agreement (this “Agreement”) between you and SFS. By accessing or using the Services you acknowledge and agree to this Agreement.

IF YOU CHOOSE TO NOT AGREE WITH ANY OF THE TERMS OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE TERMS OF SERVICE, THE PRIVACY POLICY, THE COOKIE POLICY AND SEPARATE MUTUAL AGREEMENT, YOUR CHOICE IS TO IMMEDIATELY STOP USING THE SERVICE.

2. USERS

2.1. User Eligibility

By using the Services, you represent and warrant that:

- a. You have reached the minimum age to use the Services. “Minimum Age” means 18 years old, and you are able to create a binding legal obligation;
- b. You are not restricted by SFS from receiving Services and/or barred under applicable law;
- c. You will only make purchases on the Services for your own or your entity or organization’s recruiting use;
- d. Each individual user will only create one account and must be created in your real name and company email address;
- e. You will update all information you provided to SFS to make it accurate, true, current and complete so that SFS can reach you for important notices;
- f. You accept the risks that the sourcing results generated through the use of the Services may inaccurately portray a particular job candidate, including but not limited to the candidate’s qualification. You further agree not to use such results as a single and a major determinative factor in your recruitment and hiring practice; and
- g. You agree that the potential job candidates in sourcing results are the third-party beneficiaries through your use of the Service. You agree not to engage in any activity that harasses the job candidates or any activity that is harmful to you, the candidates, the Services, or others (e.g. infringing upon the rights of others, transmitting fraudulent, false, or misleading information, transmitting viruses, spreading terrorist content, communicating hate speech, or advocating violence against others).

2.2. User Type

2.2.1. Free Subscriber

If you are a free subscriber for the Services, or are accessing the Services to use a Trial (as defined below), or are otherwise browsing, this Agreement is between you individually (“Free Subscriber”) and SFS. A Free Subscriber can have only one free account. Any Premium account created after the first Premium account will be charged based on the current SFS rates, and such user can no longer utilize a free account. Upon canceling the Premium subscription, all services and credits, such as SEEKSM, will be terminated at the end of the billing cycle in which you canceled the Premium subscription.

2.2.2. Paid Subscriber

If you are an individual paying subscriber for the Services, or are accessing the Services to use a Trial (as defined below), or are otherwise browsing, this Agreement is between you individually (“Individual Subscriber”), and SFS. An Individual Subscriber can have only one Premium account with a free trial. Any Premium account created after the first Premium account will be charged based on the current SFS rates, and such user can no longer utilize a free account. Upon canceling the Premium subscription, the Premium services and credits, will be terminated at the end of the billing cycle in which you canceled the Premium subscription. If Individual Subscriber has registered to use Service on a trial basis, then Individual Subscriber may use such Services only for noncommercial evaluation purposes during the applicable trial period.

2.3. User Payment

2.3.1. Payment Requirement

SFS reserves the right at any time to charge fees for access to the Service, or any portion thereof. Unless you are an Individual Subscriber or an Authorized User thereof, your access to or use of the Services shall be contingent upon your payment of all applicable fees as described on the Services from time to time (“Fees”). In no event will you be charged for access to the Services unless we obtain your prior agreement to pay such charges. Subscribers shall pay the fees set forth in the invoice(s) rendered by SFS in accordance with the payment terms set forth therein. Upon registering for the Services, unless you are an FREE FOREVER Subscriber or Authorized User thereof, you will be required to designate a valid credit card. You hereby authorize SFS to charge your designated account all Fees relating to the Services to which you subscribe, and you agree to pay all such Fees in accordance with the applicable agreement. You remain responsible for any and all taxes that may be applicable to your purchase(s), and you agree that such taxes, if any, are your responsibility. SFS reserves the right to revise its Fees, including by increasing or adding new Fees, at any time with ten (10) days’ notice. Such notice may be sent to you by email to your most recently provided email address or posted on the Services or by any other manner chosen by SFS in its commercially reasonable discretion. You will be deemed to have received any such notice that is posted on the Site on the day it was posted. Your use of the Services after the ten (10) day notice period constitutes your acceptance of the new or revised Fees. If you do not agree to the revised Fees, you may simply cancel your subscription by sending an email to support@SearchFirmSoftware.com. Except as may be expressly set forth herein, all Fees paid or

accrued in connection with any Services are non-refundable, and SFS will not prorate any Fees paid for a subscription that is terminated before the end of its term.

2.3.2. Payment Services

Following generally accepted practice, SFS may use external Payment Services to accepting payments from SFS users. SFS may collect but will not store your credit card information (except for the last four digits of your card number), and your credit card information will be transferred to the payment services to process your payment. The third-party Payment Service Providers will transmit payment received on behalf of you to SFS. Each Service Provider must agree to use reasonable security procedures and practices, appropriate to the nature of the information involved, in order to protect your Personal Data from unauthorized access, use, or disclosure. Service Providers are prohibited from using Personal Data other than as specified by us. However, SFS has no control over and does not guarantee the existence, ability, quality, safety, or legality of any work or services advertised by the third-party Payment Service Provider. SFS does not warrant or guarantee that any services offered through the third-party Payment Service Provider will meet an SFS user's requirements.

2.4. Trial Periods

2.4.1. Free Trial

SFM may offer a free trial membership from time to time with regard to certain Services (a "Trial"). By accessing or using the Services, you agree to the terms of any such Trial and further agree to any changes SFS may make to such Trial as described herein. If you cancel the Services before the end of the trial period, all your rights to any remaining free trial period will be waived and you will not be eligible to participate in any further Trials, except as allowed by SFS in its sole, absolute and unfettered discretion.

2.5. Continuous Membership

To ensure uninterrupted service, all paid subscriptions to the Services are renewed automatically. Based on your subscription, the renewed period will be for the same period as your previously subscribed period. All subscriptions are renewed at the subscription level(s) in effect at the time the then-current subscription term ends. You may cancel the subscription at any time by sending an email to support@SearchFirmSoftware.com.

3. INTELLECTUAL PROPERTY

3.1. Marks

The design, content, trademarks, service marks, and logos of SFS, RockstarFinder, RockstarCapture, RockstarSeek, and the Services (“SFS Marks”), are owned by SFS, subject to copyright and other intellectual property rights under United States, foreign laws and international conventions. You do not and will not have or acquire any ownership of these intellectual property rights in or to the SFS Marks, or of any intellectual property rights relating to thereto, except as otherwise provided herein.

3.2. Intellectual Property Rights

Except as otherwise indicated, all copyright rights and other intellectual property rights in the Services and its contents, including any and all SFS Marks, content, data, databases, information, text, music, sound, photos, images, graphics, audio, video, software, code, technology, methods, analyses, studies, reports, and other intellectual property contained therein (“SFS IP”) are owned by or licensed to SFS, and protected by laws, including copyright, database, trade secret, and trademark laws of the United States and all applicable jurisdictions, as well as other applicable state, national, and international laws and regulations. You do not and will never have or acquire any ownership of these intellectual property rights in or to the SFS IP, or of any intellectual property rights relating to thereto, except as otherwise provided herein.

3.3. License

SFS grants you a limited, non-exclusive, non-transferable, non-assignable, non-sub-licensable license to access the Services for your use in accordance with the Terms of Service. SFS reserves all rights not expressly granted in and to the Services. You agree to not engage in the use, copying, or distribution of any of the Services, or any portion thereof, other than as expressly permitted.

4. USE OF THE SERVICES

4.1. Technology Platform

You understand that SFS acts only as a technology platform and interface to connect users and job candidates, and that SFS does not itself verify the qualifications of job candidates, nor does it evaluate or control in any ongoing manner exchanges between users and job candidates. SFS cannot and does not assume responsibility for the accuracy, completeness, or reliability of the information of the job candidate. You are required to use generally acceptable practice to evaluate the job candidates.

4.2 At Your Own Risk

Interactions with the Services are at your own risk. SFS has no liability with respect to the acts, omissions, errors, representations, warranties, breaches or negligence or for any personal injuries, death, property damage, or other damages or expenses resulting from your interactions with the Services. Your registration

to use the Services constitutes your consent to receive email communications from SFS, including messages regarding customer service issues and other matters. You may opt not to receive email correspondence, other than technical notifications and email regarding issues related to your account and your use of the Services, at any time by following the information provided to you by SFS.

4.2. Third-party Products or Services

SFS does not endorse or recommend the product or service of any particular third-party individual, service professional or organization. It is entirely up to you to evaluate an individual's, service professional's or organization's qualifications, and to enter into a direct contract or otherwise reach agreement with the individual, service professional or organization. We do not guarantee or warrant any service professional's or organization's performance at work or the outcome or quality of the services performed to be fully compatible with the Services.

4.3. No Affiliation

SFS is a privately-held Limited Liability Florida Corporation. SFS has no affiliation or rights with any brand or third-party products on the Services. SFS disclaims ownership of any trademarks, logos or images belonging to any brand or third-party products appearing on any SFS site. The appearance of trademarks and/or logos belonging to brands, third-party products or their respective companies on the Services does not constitute affiliation or endorsement by such companies of any of the services provided by SFS.

4.4. Errors, Inaccuracies and Omissions

Occasionally there may be information in the Services that contains typographical errors, inaccuracies or omissions. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information if any information in the Services or on any related website is inaccurate at any time without prior notice. We undertake no obligation to update, amend or clarify information in the Services or on any related website, including without limitation, except as required by law. No specified update or refresh date applied in the Services or on any related website should be taken to indicate that all information in the Services or on any related website has been modified or updated.

5. RESTRICTIONS

You agree to use the Services solely for recruiting purpose, not for any unlawful purpose or in any way that violates the Terms of Service. Any use of the Services in violation of these Terms of Service may result in, among other things, termination or suspension of your account and your ability to use the Service. You will not, directly or indirectly, conduct the following prohibited actions on the Services:

- a. Reverse engineer, duplicate, replicate, remove, transfer, reveal, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Service or any software, documentation or data related to the Services (“Software”);
- b. Modify, translate, or create derivative works based on the Services or any Software;
- c. Use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third;
- d. Remove or cover any proprietary notices, marks, labels, or overlays or otherwise modify RockstarFinder.com or its appearance;
- e. Download, store, distribute, transmit, publish, export, re-export or otherwise disseminate any SFS IP;
- f. Transfer to any third-party any of your rights under this Agreement;
- g. Access content or data not intended for you, collect or harvest any personally identifiable information including account names from the Services;
- h. Log onto a server or account that you are not authorized to access, impersonate another person or otherwise misrepresent your affiliation with a person or entity, conduct fraud, hiding or attempting to hide your identity;
- i. Violate or attempt to violate any security or authentication feature or measures of the Services;
- j. Attempt to access or derive the source code or architecture of the Services;
- k. Attempt to probe, scan or test the vulnerability of the Services, or any associated system or network, or to breach any security or authentication feature or measures of the Services, and if you are blocked by SFS from accessing the Services (including by blocking your IP address), you will not implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address);
- l. Interfere or attempt to interfere with Services to any user, host or network, including, without limitation, by means of submitting malicious software or computer code (“Malicious Code”) load testing, overloading, “flooding,” “spamming,” “mail bombing,” or “crashing”;
- m. Use any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Service, access any content or features of the Services through any technology or means other than those provided or authorized by the Services;
- n. Upload invalid data, viruses, worms, or other software agents through the Services;
- o. Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity, including, without limitation, an Unlimited Subscriber;
- p. Transmit spam, chain letters, or other unsolicited email;
- q. Use the Services for any commercial solicitation purpose or political campaigning;
- r. Check more than one thousand results in the Services during any trailing 24-hour period; or
- s. Use the Services for any illegal purpose or in violation of any applicable law or regulation, including laws that govern email marketing such as the CAN-SPAM Act of 2003.

6. USER ACCOUNT

6.1. Account Registration

If you choose to register for an account, you must complete the account registration process by providing us with current, complete, and accurate information as prompted by the applicable registration form. You agree to register only once using a single account. You agree you will not (i) register on behalf of another person; (ii) register under the name of another person or under a fictional name or alias; (iii) choose a username that

constitutes or suggests an impersonation of any other person (real or fictitious) or entity or that you are a representative of an entity when you are not, or that is offensive; (iv) choose a username for the purposes of deceiving or misleading our users and/or SFS as to your true identity; or (v) choose a username that incorporates a solicitation.

6.2. Account Information

You are entirely responsible for maintaining the confidentiality of your account information and password. Furthermore, you are entirely responsible for any and all activities that occur under your account. You should notify us immediately of any known or suspected unauthorized use of your username and password or any other breach of security. SFS will not be liable for any loss that you may incur as a result of someone else using your username, password, or account, either with or without your knowledge. You could be held liable for losses incurred to SFS or another party due to someone else using your username, password, or account. You may not use anyone else's account at any time, without the permission of the account holder. Your account is unique to you and may not be transferred to any third party.

6.3. Account Security

SFS cares about the security of your account information, and has implemented safeguards to protect your personal information. However, SFS cannot guarantee that unauthorized third-parties will never be able to defeat the Services' security measures or use any personal information you provided to us for improper purposes. You acknowledge that you provide your account information at your own risk, and your continued use of the Services constitutes your acceptance of the potentiality of such risk.

7. TERMINATION AND SUSPENSION

7.1 Early Termination and Suspension

Prior to the expiration of your subscription, SFS may terminate or suspend your access to or ability to use the Services immediately, without prior notice or liability, if SFS believes that you may be in breach of this Agreement, or law, or are misusing the Services. In particular, SFS may immediately terminate or suspend accounts that have been flagged for copyright infringement. Upon termination of your access to or ability to use the Services, your right to use or access the Services will immediately cease. SFS may change, restrict access to, suspend, or discontinue any aspect of the Services at any time, including availability of any feature, database, or content. SFS may also impose limits on certain features and services or restrict your access to all or parts of the Services without notice or liability.

7.2 Termination of Individual Subscriber

This Agreement shall continue until you cancel your subscription or until terminated by SFS. You may cancel your subscription at any time. If you cancel after your subscription renewal date, you will not receive a refund for any amounts that have been charged. Your cancellation will be effective at the end of your then-current subscription period, subject to applicable law, and you may use the Services until your cancellation is effective (unless your access is suspended or terminated as set forth above).

SFS may suspend the Services upon notice if Subscriber fails to make any payment required under any purchase order or invoice rendered by SFS or other agreement between the parties and fails to cure such breach within ten (10) days after receipt of notice of the breach from SFS. Any such suspension or termination shall be without limitation of any other right or remedy available to the terminating party. SFS may terminate this Agreement for convenience upon sixty (60) days' prior written notice without liability to you. Following a termination pursuant to the immediately preceding sentence, SFS shall refund the pro rata portion of any Fees relating to the remaining term, as applicable. Either SFS or you may terminate this Agreement immediately upon notice to the other party if the other party has a receiver or similar party appointed for all or substantially all of its property, is declared insolvent by a court of competent jurisdiction, ceases to do business in the ordinary course, files a petition in bankruptcy or has a petition filed against it in bankruptcy, becomes the subject of any court or administrative proceeding related to its liquidation or insolvency (whether voluntary or involuntary) that is not dismissed within ninety (90) days, or makes an assignment for the benefit of its creditors.

7.4 Effect of Termination

If this Agreement is terminated or otherwise expires for any reason, your rights, and your Authorized Users' rights, to use and access the Service (and any of its content) will immediately cease and be revoked.

8. SURVIVAL

There are certain terms and conditions in this agreement that, by their very nature, survive usage termination (including, but not limited to: intellectual property, general disclaimers, and limitations of liability). Termination of your access to and use of the Service shall not relieve you of any obligations arising or accruing prior to termination or limit any liability that you otherwise may have to SFS or any third party.

9. USER INFORMATION

9.1. User Data

As a user with a registered account, you may be required to provide certain personal data to SFS in order to use the account and Services. Both parties agree that SFS may access, store, process and use any information and personal data that you provide in accordance with the terms of the Privacy Policy.

9.2. Informational Disclaimers

SFS takes no responsibility and assumes no liability for the accuracy and completeness of any user information provided, stored or uploaded by you or any third-party. You agree to only provide content or information that does not violate any laws or violate anyone's rights (including intellectual property rights). You also agree that your profile information will be truthful. SFS may be required by law to remove certain information or content in certain countries.

10. THIRD-PARTIES

10.1. Third-Party Links

The Services may contain links to third-party websites or services. You acknowledge and agree that SFS is not responsible or liable for: (i) the availability or accuracy of such websites or services, or (ii) the content, products, or resources on or available from such websites or services. Links to such websites or services do not imply any endorsement by SFS of those websites or services. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or services.

10.2. Third-Party Content

Through the Services, you will have the ability to access and/or use content provided by third parties. SFS cannot guarantee that such third-party content will be free of material you may find objectionable or otherwise. SFS disclaims any responsibility or liability related to your access or use of any third-party content.

10.3. Third-Party Promotions

Some third-parties may promote sweepstakes, competitions, promotions, and other similar opportunities ("Third-Party Promotions"). SFS is not the sponsor or promoter of these Third-Party Promotions and does not bear any responsibility or liability for the actions or inactions of any third-party that organize, administers or are otherwise involved in any of promotion of these Third-Party Promotions. If you wish to participate in any of these Third-Party Promotions, you are responsible for reading and ensuring that you understand the applicable rules and any eligibility requirements and are lawfully able to participate in such Third-Party Promotions in your jurisdiction.

10.4. Third-Party Listings

SFS does not warrant and shall not be liable for the quality of any third-party products, services, information, or other material obtained by you.

11. COPYRIGHT POLICY

SFS respects the intellectual property rights of others and expects users of the Service to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly received. You may send notices to:

Search Firm Software LLC
Attn: Copyright Notice
9715 West Broward Boulevard
Suite 101
Plantation, Florida 33324
legal@SearchFirmSoftware.com

NOTICE: Only Digital Millennium Copyright Act (DMCA) notices should be sent. Any other feedback, comments, requests for technical support, and other communications should be directed to support@RockstarFinder.com.

You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

12. GENERAL DISCLAIMERS

YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SFS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SFS DOES NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED OR THAT SERVICE OR THE SERVERS THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES OR ANY OTHER HARMFUL COMPONENTS. SFS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE CONTENT OR DATA ON THE SERVICE, WITH RESPECT TO THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. SFS DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCTS, OR SERVICES ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY OTHER ADVERTISING, AND SFS WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF PRODUCTS OR SERVICES THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY.

13. LIMITATIONS OF LIABILITY

IN NO EVENT SHALL SFS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM YOUR USE OF THE SERVICES, OR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT OR DATA, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR DATA OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT OR DATA POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SFS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT SFS SHALL NOT BE LIABLE FOR USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. IN NO EVENT WILL SFS'S TOTAL AGGREGATE LIABILITY TO YOU UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY YOU TO USE THE SERVICES DURING THE PRIOR TWELVE (12) MONTHS. YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK AND IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN SFS AND YOU. YOU UNDERSTAND THAT THE SITE, SERVICES AND SOFTWARE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. CERTAIN JURISDICTIONS MAY NOT ALLOW THE LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

14. INDEMNIFICATION

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless SFS, its affiliates and subsidiaries, and each of their, officers, directors, managers, members, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, settlements, costs or debt, and expenses (including but not limited to attorneys' fees) arising from, without limitation: (i) your use of and access to the Services for unauthorized purposes; (ii) your violation of any term of this Agreement; or (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right. SFS may assume the exclusive defense and control of any matter for which users have agreed to indemnify SFS and you agree to assist and cooperate with SFS in the defense or settlement of any such matters. This defense and indemnification obligation will survive the termination of this Agreement and your use of the Services. If you are a California resident, you waive California Civil Code Section 1542, which says: "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." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1. Governing Law

This Agreement shall be governed by the laws of the State of Florida, without respect to its conflict of laws principles. All claims arising out of or relating to these terms or the Services will be litigated exclusively in the federal or state courts of Broward County, Florida, USA, and you and SFS consent to personal jurisdiction in those courts.

15.2. Mandatory Arbitration

For any dispute you have with SFS, you agree to first contact SFS and attempt to resolve the dispute informally by emailing customer support at support@SearchFirmSoftware.com. If SFS has not been able to resolve the dispute with you informally, we each agree to resolve any claim, dispute, or controversy (excluding claims for injunctive or other equitable relief) arising out of or in connection with or relating to this Agreement by binding arbitration by the American Arbitration Association (“AAA”) under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA, except as provided herein. The party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to SFS should be sent to: 9715 West Broward Boulevard, Suite 101, Plantation, Florida 33324. The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If SFS and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or SFS may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by SFS or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or SFS is entitled. The arbitration will be conducted in Broward County, Florida, in the United States. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. If your claim is for \$10,000 or less, SFS agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorney’s fees, and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the

benefit of all parties. This arbitration agreement survives the termination of this Agreement between you and SFS.

15.3. Waivers of Class Action and Trial by Jury

YOU AND SFS BOTH WAIVE ANY RIGHT TO PARTICIPATE IN ANY CLASS ACTION INVOLVING DISPUTES BETWEEN US, AND YOU AND SFS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. THIS CLASS ACTION WAIVER IS AN ESSENTIAL PART OF OUR ARBITRATION AGREEMENT AND MAY NOT BE SEVERED. IF FOR ANY REASON THIS CLASS ACTION WAIVER IS FOUND UNENFORCEABLE, THEN THE ENTIRE ARBITRATION AGREEMENT WILL NOT APPLY. HOWEVER, THE WAIVER OF THE RIGHT TO TRIAL BY JURY SET FORTH IN THIS SECTION WILL REMAIN IN FULL FORCE AND EFFECT.

15.4. Other Remedies

Notwithstanding the foregoing, either party may bring an individual action in small claims court. Nothing in this Section precludes you from bringing issues to the attention of federal, state or local agencies. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property or unauthorized access to the Services.

15.5. Time Limitations

YOU HEREBY WAIVE AND FOREVER RELINQUISH ANY STATUTE OF LIMITATIONS OR STATUTE OF REPOSE RELATING IN ANY CLAIM ARISING OUT OF OR RELATED TO THE SERVICES OR THIS AGREEMENT. YOU AND SFS AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES OR THIS AGREEMENT MUST COMMENCE WITHIN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ACCRUES, REGARDLESS OF WHEN YOU FIRST DISCOVERED OR SHOULD HAVE DISCOVERED THE FACTS SUPPORTING THE CAUSE OF ACTION. YOU HEREBY WAIVE, AND AGREE NOT TO ASSERT, ANY ARGUMENT TO TOLL OR OTHERWISE DELAY THE BEGINNING OF ANY TEMPORAL LIMITATIONS TO BRING A CLAIM ARISING OUT OF OR RELATED TO THE SERVICES OF THIS AGREEMENT. YOU FURTHER AGREE THAT UPON EXPIRATION OF THE TIME LIMITATION HEREIN YOU SHALL NO LONGER HAVE ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES OF THIS AGREEMENT.

16. DISCLOSURES

In order to cooperate with legitimate governmental requests, subpoenas or court orders, to protect

SFS's systems and users, or to ensure the integrity and operation of SFS's business and systems, SFS may access and disclose any information it considers necessary or appropriate, including, without limitation, account information (i.e. name, email address, etc.), IP addressing and traffic information, usage history, and posted User Content. SFS's right to disclose any such information, as applicable, shall be pursuant to the terms of SFS's Privacy Policy. Please see SFS's Privacy Policy for the terms of our personal information collection and use practices with respect to the Services.

17. NOTICE FOR CALIFORNIA USERS

Under California Civil Code Section 1789.3, California users of the online services are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

18. OTHER JURISDICTIONS

By accessing or using the Services, or submitting information, you acknowledge that you accept the practices and policies outlined in this Agreement and consent to having your data transferred to and processed in the United States. If you do not agree to the terms of this Agreement, please do not use the Services. The Services is controlled and operated by SFS from the United States. We do not represent or warrant that the Service(s), or any part thereof, is appropriate or available for use in any particular jurisdiction. Those who choose to access the Services, do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. In order to comply with the laws of different geographic areas or jurisdictions, we may limit the availability of the Services, in whole or in part, to any person, geographic area or jurisdiction that we choose, at any time and in our sole discretion.

19. CONTACT INFORMATION

If you have any questions, feedback or to report a violation regarding these Terms of Service, you may email us at support@SearchFirmSoftware.com or contact us by regular mail addressed to:

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Attn: Subscriber Inquiries
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