

TERMS OF USE

WWW.CAREERSEARCHINFO.COM

ACCEPTANCE OF TERMS OF USE

THEⁱ USE OF OUR WEBSITE WWW.CAREERSEARCHINFO.COM AND ANY OF OUR SERVICES OR PRODUCTS IS A USER'S: (a) ACCEPTANCE OF THESE TERMS OF USE, AND (b) AGREEMENT TO CONDUCT TRANSACTIONS BY ELECTRONIC MEANS INCLUDING ELECTRONIC SIGNATURES AND SYMBOLS.

GENERAL INFORMATION ABOUT THE TERMS OF USE WHAT WE DO COLLECTION OF INFORMATION

This Agreement is the legal contract of Terms of Use ("Agreement") under which Career Search, Inc., a Florida corporation, and Users using the Website having the URL <http://www.careersearchinfo.com> ("Website"), Our services and products are bound. Career Search, Inc. refers to itself in these Terms of Use as, "We," "Our" and "Us". You, the User of the Website, Our services, and products are referred to in these Terms of Use as "User," or "You." The word User includes all persons or entities using Our Website, Services or Products. The term "Person" and "Persons" is defined as any individual or entity, and their respective employees and agents, using Our Website, Services or Products for any and all reasons. The word Person or Persons does not include Us. The singular and plural of each of the above defined terms shall apply depending on the context in which such defined term is used.

Our Website, Services and products are designed for the commercial purpose of executive searches and matching top talent within the Insurance and Finance industry. Our state-of-the-art on-line platform is designed to match professionals for part-time, full-time, internships, and consulting positions. We provide guidance, coaching and mentoring throughout the entire process

Our Services depend on the input of Personally Identifiable Information by Users. For purposes of the Agreement, Personally Identifiable Information means information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual and such individual's location. Please see Our [Privacy Policy](#) for additional information on how we use Personally Identifiable Information. Our software and electronic data processing equipment are designed for maintaining personal identification information which includes, by way of example and not limitation, photographic images, personal data, employer and employee data, trade data, and data accessible by third parties by scanning and personal observation. Personally Identifiable Information may become available to Us and others through the use of a mobile phone which enables others to identify the phone's unique ID and location, other mobile devices, text, texting, e-mails, photographs, all forms of video and other information including through the Use of proprietary software. The use of consents, authorizations and acknowledgments on Our Website or furnished to Users by any other means is subject to the rights, obligations, terms, and duties specified in this Agreement.

TRANSACTIONS BY ELECTRONIC MEANS AND ELECTRONIC SIGNATURES

Our Website may include, by way of example and not limitation, applications, agreements, authorizations, consents, acceptances, releases and other electronic documents (collectively, "Transaction Documents") that Users sign and/or use in order for Us to conduct Our business including, by way of example and not limitation, resumes, curriculum vitae, reference verification and background checks. Users and We acknowledge and agree to conduct transactions by electronic means including the use of any letters, characters or symbols ("Electronic Signature") on Transaction Documents. An Electronic Signature includes, by way of example and not limitation, a "check" mark symbol, an "x" mark symbol and/or initials (collectively, "Symbol"). Users accept a Symbol placed on a Transaction Document as an Electronic Signature and a true representation of the User's signature showing acceptance of the Transaction Documents upon which such Symbol appears, thereby authenticating the writing contained in any and all such Transaction Documents. All Users covenant, warrant and represent to Us that We may rely on such Symbol as a true representation of such User's actual Signature.

**AUTHORIZATION AND CONSENT TO USE USER'S INFORMATION
AUTHORIZATION TO COMPLETE AND SIGN DOCUMENTS
DISTRIBUTION OF INFORMATION**

Our Website, services and products may require Users of supply Us with information ("Information") and complete and sign, physically or by way of electronic signature, documentation consisting of, by way of example and not limitation, consents, applications, acknowledgments, authorizations and releases (collectively, "Documents"). The User, who supplies the Information to Us, completes and / or signs such Documents, covenants, warrants and represents to Us that such User, is authorized to deliver to Us such Documents by or in the name of the person or entity to whom the Information belongs or relates; by way of example and not limitation, an employee of a business entity completing documents on behalf of another employee or as an authorized agent of the person or entity to whom such Information belongs or is used is so authorized.

The use by a User of Our Website is deemed such User's unrestricted authorization and consent for Us, Our employees, agents, clients, customers, successors and assigns to use a User's Personally Identifiable Information and to distribute and disclose such Personally Identifiable Information to third parties, including law enforcement agencies and in judicial proceedings, using any manner, method and technology ("Technology") We deem appropriate in Our sole and absolute discretion, whether such Technology currently exists or in the future may exist, including, but not limited to electronic, digital, print, video and audio. Such Personally Identifiable Information may be real time and/or historical.

Users authorize Us to Use a User's name, likeness and information delivered to Us for the purposes provided for on this Website and Terms of Use, by way of example and not limitation, executive searches and matching top talent within the Insurance and Finance industry, to match professionals for part-time, full-time, internships, and consulting positions and providing guidance, coaching and mentoring.

Users acknowledge that We will be relying on the accuracy of Information supplied to Us by Users. Accordingly, each User covenants, warrants and represents to Us, Our successors and assigns, that all Information supplied to Us by the User is accurate in all respects and is not misleading and that the User is over the age of 13. Users are solely responsible for the accuracy of Personally Identifiable Information disclosed to Us by the User.

AUTHORIZATION TO CHARGE CREDIT OR DEBIT CARDS

From time-to-time Our services may require payment through Our Website or by any other means. For this purpose, We use a "shopping cart" to process such payments. Should you elect to use Our services that require payment through this Website or by any other means, including, by way of example and not limitation, electronic fund transfer ("EFT") from the financial institution designated by You, You hereby authorizes Us to process such payments. Further, should payments be made more than one time, You authorize Us for each billing period to automatically initiate such payments. You may cancel this authorization by notifying Us in writing at least two (2) weeks prior to the end of the next billing cycle.

INTELLECTUAL PROPERTY / DMCA NOTICE

No rights are granted to You except as provided in this Agreement. We either own or license all copyrights, trademarks, technology and all other intellectual property rights (collectively, "Intellectual Property") pertaining to the functionality of Our Website or are displayed on Our Website. We are the copyright owner of Our Website, and the manner in which content is displayed except where other parties may own trademarks or copyrighted material appearing on Our Website. All rights are reserved to Us or the respective licensors of Intellectual Property used by Us. You may not copy or make use (other than in conjunction with Your use of Our Website, services or products) or seek to reverse engineer any of Our Intellectual Property. Each User to Our Website acknowledges, covenants, warrants and represents to Us that content on Our Website may be the intellectual property of third parties. It is the sole responsibility of each User to ascertain the rights a User may have to use content appearing on this Website. In the event that a copyright holder has a good faith belief that material appearing on this Website is not authorized, such copyright holder should send the letter authorized by Section 512 (c) of the Digital Millennium Copyright Act ("DMCA") by email to: info@careersearcho.com or by U.S. mail to: Career Search, Inc. 7410 Briella Drive, Boynton Beach, FL 33437 Attn: DMCA. You must include the following information with your DMCA Notice:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- 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
- 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.

DISCLAIMER OF WARRANTIES / LIMIT OF LIABILITY

WE DO NOT MAKE ANY WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, OR CONDITION, PERFORMANCE, SUITABILITY OR DESIGN OR CONFORMITY WITH OR TO ANY LAW, RULE, REGULATION, AGREEMENT OR SPECIFICATION, OR OF INFRINGEMENT OF ANY PATENT, TRADE SECRET, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS. THE USE OF OUR WEBSITE AND ITS RESPECTIVE CONTENT, INCLUDING IMAGES, IS LICENSED "AS IS" AND WITHOUT ANY REPRESENTATION THAT OUR WEBSITE WILL WORK ON ANY PARTICULAR COMPUTER, COMPUTER OPERATING SYSTEM, MOBILE PHONE, MOBILE DEVICE OR PLATFORM NOW EXISTING OR IN THE FUTURE WILL EXIST OR THAT OUR WEBSITE DOES NOT CONTAIN ANY MALICIOUS CODE, INCLUDING, BUT NOT LIMITED TO ANY AND ALL "VIRUSES," MALICIOUS CONTENT OR "TROJAN HORSES." WE DO NOT WARRANT, GUARANTY OR REPRESENT THAT OUR WEBSITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR AT ALL.

EXCEPT AS SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT, WE SHALL HAVE NO LIABILITY TO ANY USER (OR ANY OTHER PERSON OR ENTITY ACTING THROUGH OR ON BEHALF OF SUCH USER OR ENTITY OR TO ANY OTHER PERSON OR ENTITY CLAIMING TO BE A THIRD PARTY BENEFICIARY, INCLUDING, BUT NOT LIMITED TO, FRIENDS, FAMILY AND GUESTS OF A USER), NOR SHALL WE, OUR MEMBERS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ATTORNEYS BE RESPONSIBLE OR LIABLE FOR ANY LOSS, CLAIM OR DAMAGE OF ANY KIND CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY, INCIDENTALLY OR CONSEQUENTIALLY BY USE OF OUR WEBSITE OR INFORMATION THEREIN CONTAINED, WHETHER KNOWN, UNKNOWN OR KNOWABLE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF, BY ANY INCIDENT WHATSOEVER ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH OUR WEBSITE OR THE MANNER AND USE OF THE WEBSITE BY A USER, WHETHER IN STRICT LIABILITY, CONTRACT, OR TORT, OR UNDER LAWS RELATING TO INTELLECTUAL PROPERTY RIGHTS OR UNFAIR COMPETITION. NO RIGHTS OR REMEDIES CONTAINED IN THE UNIFORM COMMERCIAL CODE ARE CONFERRED ON A USER. THE MAXIMUM AMOUNT OF DAMAGES THAT MAY BE AWARDED AGAINST US, OUR MEMBERS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ATTORNEYS SHALL BE THE ACTUAL COST OF GOING ONLINE TO ACCESS OUR WEBSITE. THIS LIMITATION OF DAMAGES SHALL APPLY TO ALL CAUSES OF ACTION REGARDLESS OF HOW PLEAD, INCLUDING BUT NOT LIMITED TO, TORT, CONTRACT OR STRICT LIABILITY OR STATUTORILY OR UNDER THE COMMON LAW.

WITH RESPECT TO CONTENT ON OUR WEBSITE, INCLUDING CONTENT PROVIDED BY THIRD PARTIES, INCLUDING A USER AND ADVERTISERS, IF ANY, ALL USERS ARE HEREBY NOTIFIED THAT THE INFORMATION CONTAINED ON OUR WEBSITE IS FOR GENERAL COMMERCIAL PURPOSES ONLY. SOME OF THE INFORMATION ON OUR WEBSITE MAY BE FROM THIRD PARTY VENDORS AND OTHER USERS. WE TRY TO KEEP INFORMATION MADE AVAILABLE BY US ON WEBSITE UP-TO-DATE AND CORRECT. WE TRY TO KEEP INAPPROPRIATE CONTENT, INCLUDING PORNOGRAPHIC CONTENT, OFF OUR WEBSITE, AND RESERVE THE RIGHT, IN OUR SOLE AND COMPLETE DISCRETION TO REMOVE ANY CONTENT THAT WE BELIEVE INAPPROPRIATE FOR ANY REASON, OR FOR NO REASON. ACCORDINGLY, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE COMPLETENESS, ACCURACY, RELIABILITY, SUITABILITY OR AVAILABILITY WITH RESPECT TO THE WEBSITE OR THE INFORMATION, SERVICES, OR RELATED GRAPHICS CONTAINED ON THE WEBSITE FOR ANY PURPOSE. ANY RELIANCE A USER PLACES ON SUCH INFORMATION IS THEREFORE STRICTLY AT THE USER'S OWN RISK. LINKS TO THIRD PARTY WEBSITES ARE NOT TO BE TAKEN AS OUR ENDORSEMENT OF SUCH WEBSITES OR THE CONTENT ON SUCH WEBSITES. SUCH THIRD-PARTY WEBSITES ARE NOT UNDER OUR CONTROL. WE HAVE NO CONTROL OVER THE NATURE, CONTENT AND AVAILABILITY OF THOSE SITES AND NO LIABILITY FOR DAMAGES, DIRECT OR INDIRECT ARISING FROM SUCH SITES.

**OBJECTIONABLE CONTENT / NOTIFICATION TO US
DELETION OF ACCOUNT**

If a User believes that content on our Website is objectionable because Our Website contains pornographic or other inappropriate or objectionable text, graphics or images, such User must immediately contact us by e-mail to info@careerserchinfo.com and include (1) a "screen shot" of the content such User believes is objectionable, (2) the reason such content is objectionable and (3) the date and time the content appeared. "Objectionable Content" should appear in the Subject line of the e-mail. We reserve the right in our sole and complete discretion to remove any content that we believe inappropriate for any reason, or for no reason. We reserve the right to cancel any Registered User account without notice and for any reason or no reason.

**WEBSITE IMPROVEMENTS
INCOME GENERATED FROM WEBSITE**

We constantly seek to improve Our, Website, Products, and Services. We disclaim any obligation to notify Users or of any such improvements or to make such improvements available to all Users. We may establish fees and other charges Users must pay for using our Website, Products and Services. We reserve the right to establish such fees and charges and increases in fees and charges in Our sole discretion, and without notice.

We may receive payment from Persons whose applications and services are available through Our Website or as a result of leads generated to such Persons by Our Website. Any such income derived from such Persons is strictly for Our Account.

GENERAL PROVISIONS

GOVERNING LAW

We and the User agree that this this Agreement will be governed exclusively by the laws of the State of Florida as applied by the courts (federal and state) of the State of Florida to commercial business contracts made and performed entirely within the State of Florida.

EXCLUSIVE JURISDICTION / VENUE / WAIVER OF TRIAL BY JURY

WE AND THE USER HEREBY CONSENT AND AGREE THAT THE CIRCUIT COURT OR COUNTY COURT HAVING JURISDICTION OVER PALM BEACH COUNTY, FLORIDA OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, WEST PALM BEACH DIVISION, SHALL HAVE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OVER ANY SUIT, ACTION, CLAIMS, PROCEEDING OR CONTROVERSY ARISING UNDER, OUT OF OR RELATING, DIRECTLY OR INDIRECTLY, TO THIS AGREEMENT AND WEBSITE. SUCH COURT SHALL BE THE SOLE, EXCLUSIVE AND PROPER FORUM IN WHICH TO ADJUDICATE ANY SUCH SUIT, ACTION, PROCEEDING OR CONTROVERSY. THE PARTIES AGREE THAT SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE LAW AND RULES APPLICABLE TO SUCH COURTS SHALL BE DEEMED PROPER AND EFFECTIVE.

USERS, REGISTERED USERS, PERSONS AND WE AGREE TO, AND DO, HEREBY WAIVE TRIAL BY JURY.

ATTORNEYS' FEES

In any suit, action, proceeding or controversy between Us (including Our members, shareholders, directors, officers, agents, employees and attorneys) and a User or other Person or anyone acting by or through Us, a User or Person, the prevailing party shall be entitled to recover a judgment for reasonable attorneys' fees and costs including out-of-pocket costs, at both the trial and appeal level.

PROHIBITED USE

You are not to use or Website other than as authorized by this Agreement. All rights not expressly granted to Users or by this License Agreement are expressly reserved to Us.

INDEMNITY

Should Career Search, Inc., its members, shareholders, directors, officers, agents, employees, and attorneys, their respective successors and assigns, be exposed to any claims, demands, damages, litigation or liability by reason of the use of Website by a User or anyone acting by or through such User or User including a breach by User of the terms of this

Agreement, covenants, warranties or representations, the User and such User's successors and assigns, as the case may be, agree to indemnify and hold harmless Career Search, Inc., its members, shareholders, directors, officers, agents, employees and attorneys, their respective successor and assigns, from any such claims, damages, litigation or liability, including reasonable attorneys' fees and costs including out-of-pocket costs, at both the trial and appeal level.

INVALIDITY

If for any reason any provision of this Agreement shall be deemed to be legally invalid or unenforceable in any jurisdiction to which it applies by a court of competent jurisdiction, the validity of the remainder of the Agreement shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law, and, in its modified form, such provision shall then be enforceable and enforced.

ENTIRE AGREEMENT / WAIVER / CONFLICT WITH PRIVACY POLICY

This Agreement constitutes the entire agreement between Users and Us pertaining to the subject matter hereof and supersedes and revokes any and all prior or existing agreements, written or oral, relating to the subject matter hereof, and this Agreement shall be solely determinative of the subject matter hereof. This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby, with Us acting only through an executive officer. We shall not be deemed to waive any of Our rights under this Agreement except in writing, and then only in a writing signed by all of Our President. In the event of a conflict between this Agreement and our Privacy Policy, this Agreement shall govern.

HEADINGS

The captions and headings used in this License Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this License Agreement.

GENDER AND NUMBER

Whenever appropriate, references in this Agreement in any gender shall be construed to include all other genders, references in the singular shall be construed to include the plural, and references in the plural shall be construed to include the singular, unless the context clearly indicates to the contrary. The use of the words "You," "Your," "Our," "Persons," "Registered Agents" "Us" and "We" shall include the agents and employees of each.

ASSIGNMENT

This Agreement is personal to each User and cannot be assigned by any such User. Any attempt to assign this Agreement or any rights granted under this Agreement is void and results in the immediate termination of this Agreement. We may assign this Agreement as We deem appropriate in Our sole discretion and without notice.

*

*

*

*
