

Jobatory

Website Terms of Use

Effective date: **January 29, 2023**

The terms and conditions of this agreement (the “**Terms of Use**” or “**Terms**”) govern the access and use of the www.jobatory.com website (the “**Site**”), owned and operated by Jobatory, LLC (“**Jobatory**,” “**we**,” “**us**,” or “**our**”), by all visitors and users of the Site (“**Users**,” “**you**,” “**your**”).

Please read these Terms carefully before accessing and using the Site. THESE TERMS CONTAINS A MANDATORY AND BINDING INDIVIDUAL ARBITRATION CLAUSE, CLASS ACTION WAIVER, WAIVER OF RIGHT TO A JURY TRIAL, AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS.

1. Acceptance

Your access to and use of the Site is conditional on your acceptance of these Terms. By accessing and using the Site, you agree on your own behalf, and on behalf of any organization, entity, or another person on whose behalf you may act, to accept and abide by these Terms for each and every use of the Site. Please do not access or use the Site if you do not agree with these Terms of Use.

By agreeing to these Terms of Use, you also agree to the terms of our Privacy Policy available at <https://www.jobatory.com/privacy-policy>, which is hereby incorporated by reference.

2. Updates

We reserve the right to modify these Terms at any time by posting an updated Agreement on the Site. At our sole discretion, we may also provide registered Users with an email notification of changes. You are responsible for regularly reviewing these Terms and your continued use of the Site shall constitute your acceptance of the updated Agreement. If any modification is unacceptable, you shall cease using the Site. If you have any questions about these Terms, you may contact us at help@jobatory.com.

3. **Eligibility.** You may only use the Site if you comply with these Terms and all applicable local, state, national, and international laws, rules, and regulations. You must be 18 years old or older to use or access the Site. Any use or access to the Site by anyone under 18 is strictly prohibited and violates these Terms. The Site may not be available to Users previously removed from the Site by us.
4. **United States Only.** Our Site is located within the United States and is not intended to be subject to non-US jurisdiction or law. The Site may not be appropriate or available for use in some US and/or non-US jurisdictions. Any use of the Site is at your own risk, and you must comply with all applicable laws and regulations in using the Site. At our sole discretion, we may limit the Site’s availability at any time, in whole or in part, to any person, geographic area, or jurisdiction that we choose.
5. **Subscription Services.** Certain portions and features of the Site and our web and mobile application (“**Application**”) (collectively the Site and the Application, the “**Platform**”) are limited to registered users that purchase our services (“**Subscribers**”) offered on a subscription basis (“**Subscription Services**”). If you are a Subscriber, your access and use of the Platform is additionally governed by our Subscriber Terms of Services and any other agreements or policies applicable to your use of the Subscription Services
6. **Disclaimers.** We do not make any warranty, guarantee, or representation that the Site or the services used to provide the Site will be available at all times or that it will be error or interruption-free. The Site is provided “as is,” and you acknowledge and agree that you will not rely on any existing features of the Site being available in the future, nor any proposed updates or additional services becoming available.
7. **User-Generated Content**
 - 7.1. **In General.** Our Site allows you to upload, create, link, store, share, access, and otherwise submit information and content (collectively, “**User-Generated Content**”). User-Generated Content will be treated as non-confidential and may be viewable by other Users of the Site.

7.2. Your Responsibility. You are responsible for compliance with these Terms and your own acts and omissions. In using the Site, you shall: (i) be solely responsible for the accuracy, quality, integrity, and legality of your User-Generated Content; and (ii) use the Site in accordance with applicable laws, regulations, and these Terms.

7.3. Prohibited Content. You shall not upload, download, post, email, or otherwise transmit any content that, without limitation:

7.3.1. May infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any third-party;

7.3.2. May be considered false or misleading information;

7.3.3. Violates another's rights, rights of celebrity or privacy, which includes without limitation uploading a picture of another person without such person's consent;

7.3.4. Is unlawful, harmful, threatening, abusive, vulgar, harassing, defamatory, obscene, pornographic, profane, indecent, inflammatory, libelous, tortious, hateful, racially, ethnically, socially, politically, legally, morally, religiously objectionable or otherwise objectionable;

7.3.5. May be considered unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, or any other form of solicitation;

7.3.6. Would constitute or encourage a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, or national law; or

7.3.7. Would or be likely to incite, promote, or support discrimination, hostility, or violence.

7.4. Monitoring. Without limiting the foregoing, we or our designees shall have the right (but not the obligation), at our sole discretion, to reject or remove User-Generated Content that is available via the Site if it violates these Terms or is otherwise objectionable to us, and that we may do so without any obligation to you, monetarily or otherwise.

8. Data Security. You understand that the technical processing and operation of the Site, including the processing of your User-Generated Content, may involve transmissions over various networks, and changes to conform and adapt to the technical requirements of connecting networks or devices. We will maintain commercially reasonable administrative, physical, and technical safeguards designed for the protection, confidentiality, and integrity of your Personal Data (defined below). You recognize and agree that hosting content online involves risks of unauthorized disclosure or exposure and that, in accessing and using the Site, you assume such risks. We offer no representation, warranty, or guarantee that your information will not be exposed or disclosed through errors or actions, including negligence, of third parties or us. "**Personal Data**" means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

9. User Privacy. Your privacy is very important to us. Our [Privacy Policy](#) sets out the categories of personal data and other data we collect, and how we collect, store, and use it. By accepting these Terms you expressly consent to our disclosure and use of your information as described in our Privacy Policy, which is incorporated herein by reference. We encourage you to read our Privacy Policy before you submit any Personal Data to the Site. Without limiting the terms and conditions of our Privacy Policy, you acknowledge and agree that we may disclose your Personal Data, including your name, email address, and account activity when we believe, in our sole discretion, that such disclosure is necessary or appropriate to: (i) comply with legal processes; (ii) enforce these Terms; (iii) respond to claims that your User-Generated Content violates the rights of third-parties; (iv) to investigate the use of or respond to alleged violations or infringement of Third-Party Content (defined herein); or (v) to protect our rights, property, or personal safety or that of other Users or the public.

10. User Conduct

10.1. Your Obligations. You agree that you will use the Site only for its intended purposes and will comply at all times with all applicable laws, including without limitation, all intellectual property, non-discrimination,

privacy, and data security laws, and will not take any action that harms or violates the rights of any person or entity.

10.2. Prohibited Uses. Without limitation, in using the Site, you agree to not:

10.2.1. Reproduce, duplicate, copy, sell, resell, or exploit for commercial purposes any portion of the Site, or use of the services provided on the Site, without our express written consent;

10.2.2. Share nonpublic features of the Site or any content contained on the Site with any third party;

10.2.3. Use the Site in any way to discriminate against any individual or class of individuals protected under federal, state or local laws, or which may have a discriminatory impact against any individual or class of individuals, or which otherwise promotes illegal, racist or discriminatory activities or outcomes;

10.2.4. Use the Site in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law;

10.2.5. Modify or create derivative works based upon the Site;

10.2.6. Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;

10.2.7. Remove or alter any copyright, watermark, or attribution marks, or other proprietary notices on the Site or contained in the software used to provide the Site;

10.2.8. Use or access the Site to provide service bureau, time-sharing, or other computer hosting services to third-parties;

10.2.9. Upload, download, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

10.2.10. Disrupt or interfere with the security of, or otherwise abuse, the Site, system resources, accounts, servers, or networks connected to or accessible through the Site or affiliated or linked to the Site;

10.2.11. Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the software used to provide the Site;

10.2.12. Access, tamper with, or use non-public areas of the Site. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution;

10.2.13. Disrupt or interfere with any other Users' enjoyment of the Site or affiliated or linked to Site;

10.2.14. Use any robot, spider, scraper, or other automated means to access Site for any purpose without our express written permission;

10.2.15. Access the Site to build a similar product or competitive product; or

10.2.16. Frame or link to the Site except as permitted in writing by us.

11. Suspension and Termination. We, without prior notice, may suspend or terminate your use of the Site at any time if in our sole discretion, your use of the Site is in violation of these Terms or applicable law, or if we otherwise reasonably believe that your use of the Site could cause damage to the Site, the rights of other Users, or for any other reason, even if not expressly set forth in these Terms. Our right to suspend and/or terminate your account does not limit our right to seek any other remedy through these Terms or at law.

12. Proprietary Rights

12.1. Our Proprietary Rights. You acknowledge and agree that the Site contains proprietary information protected by applicable intellectual property and other laws. We retain all rights, title, and interest in and to the Site, including without limitation our trademarks (all names and logos), and all other content provided on the Site by us (collectively, "**Jobatory IP**"). These Terms do not grant you any right to reproduce, copy, modify, distribute, license, sell, transfer, or publicly display or perform or otherwise exploit the Jobatory IP. No rights are granted to you other than as expressly set forth in these Terms.

12.2. Licenses in User-Generated Content. By posting User-Generated Content to any part of the Site, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such User-Generated Content for any legitimate business purpose, and to prepare derivative works of, or incorporate into other works, such User-Generated Content, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

12.3. Feedback. You may provide us or make public on the Site notes, emails, postings, letters, suggestions, concepts, or other written materials related to the Site (collectively, "**Feedback**"). You acknowledge and agree that you do not maintain and will not assert any ownership, intellectual property right, or any other right to the Feedback. You further agree that any Feedback provided to us will not be considered confidential information, and that we are permitted to freely share, disclose, modify, create derivative works, or otherwise use the Feedback for any purpose. Should the ownership of the Feedback be found under applicable law to not be our property, you hereby grant us a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into any of our products or services any Feedback provided by you relating to the provision of the Site.

12.4. DMCA Notice. We respect the intellectual property rights of others. We will respond expeditiously to claims of copyright infringement on the Site if submitted to our Copyright Agent as fully described [here](#).

13. Third-Party Services

13.1. Third-Party Content. The Site may contain content or links to third-party apps, services, websites, and other content that are not owned or controlled by us ("**Third-Party Content**"). We do not endorse or assume any responsibility for any such Third-Party Content. If you access Third-Party Content from the Site, you do so at your own risk and you understand that these Terms and our Privacy Policy do not apply to your use of such Third-Party Content. You expressly relieve us from any and all liability arising from your use of any Third-Party Content, and any terms related to Third-Party Content are solely between you and the Third-Party Content provider. You agree that we will not be responsible for any reliance or damages of any sort relating to your use of Third-Party Content.

13.2. Third-Party Services. The Site may provide access to or integrate with third-party apps, services, websites, and other services that are not owned or controlled by us ("**Third-Party Services**"). All Third-Party Services are provided "As-Is," and we do not endorse or warrant any such Third-Party Service, regardless of whether they are required to use our Site. You expressly relieve us from any and all liability arising from your use of any Third-Party Service, and any use by you of such Third-Party Service is solely between you and the applicable Third-Party Service provider. If you access a Third-Party Service from the Site, you do so at your own risk and you understand that these Terms do not apply to your use of such Third-Party Service. We shall not be responsible for any disclosure, modification, or deletion of your Personal Data resulting from access by Third-Party Services. Additionally, we are not responsible for any downtime or unavailability of any Third-Party Services which are outside our reasonable control. Under no circumstances will we be liable for any indirect, special, incidental, punitive, or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use or the inability to use a Third-Party Service.

14. Disclaimer of Warranties

WE PROVIDE THE SITE ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR USE OF THE SITE IS AT YOUR SOLE RISK, AND WE MAKE NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, THAT: (I) THE SITE WILL MEET YOUR REQUIREMENTS; (II) THE OPERATION OF THE SITE WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE; OR (III) DEFECTS, IF ANY, WILL BE CORRECTED. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY. THE INFORMATION AND ANY CONTENT PROVIDED BY US ON THE SITE IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT, AND IS NOT INTENDED TO, CONSTITUTE SPECIFIC ADVICE. YOU AGREE THAT WE SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGES SUFFERED BY YOU, YOUR COMPUTER, OR LOSS OF DATA THAT RESULTS FROM YOUR ACCESS TO OUR SITE OR ANY CONTENT CONTAINED THEREIN.

15. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES INCLUDING, WITHOUT LIMITATION, OUR OWN NEGLIGENCE, SHALL WE OR OUR OFFICERS, EMPLOYEES, AFFILIATES, DIRECTORS, AGENTS, OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, TRANSMITTING, OR DISTRIBUTING THE SITE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USER DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF OR RELATING TO THE SITE OR THESE TERMS. THIS LIMITATION APPLIES TO, WITHOUT LIMITATION: (I) THE USE OR INABILITY TO USE THE SITE; (II) ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF ANY ELECTRONIC MESSAGES YOU SEND US; (III) STATEMENTS OR CONDUCT OF ANY OTHER USER OR THIRD-PARTY, WHETHER ONLINE OR OFFLINE; OR (IV) ANY OTHER MATTER RELATING TO THE SITE.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OUR TOTAL LIABILITY EXCEED \$100. ANY CLAIM ARISING UNDER THESE TERMS MUST BE BROUGHT BY YOU WITHIN 12 MONTHS AFTER THE EVENTS GIVING RISE TO THE CAUSE OF ACTION ARE DISCOVERED, OTHERWISE YOU RELEASE US OF ANY SUCH CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

16. Indemnification

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO RELEASE, INDEMNIFY, AND HOLD HARMLESS JOBATORY AND OUR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AND AGENTS AND OUR RESPECTIVE SUCCESSORS AND ASSIGNS ("**INDEMNIFIED PARTIES**") FROM ANY THIRD-PARTY CLAIM, SUIT, PROCEEDING, OR GOVERNMENT ENFORCEMENT ACTIONS ARISING OUT OF, RELATED TO, OR ALLEGING AN INJURY OR LOSS CAUSED BY YOUR ACCESS AND USE OF THE SITE THAT, WITHOUT LIMITATION, INCLUDES: (I) YOUR ACCESS TO OR USE OF THE SITE FOR ILLEGAL, FRAUDULENT, OFFENSIVE, OR TORTIOUS PURPOSES; (II) YOUR INTERACTION WITH OTHER USERS OR SUBSCRIBERS; (III) YOUR VIOLATION OF THESE TERMS; OR (IV) YOUR VIOLATION OF ANY RIGHTS OF ANY THIRD-PARTY. IN ANY EVENT, WE WILL HAVE THE RIGHT TO PARTICIPATE IN THE DEFENSE OF ANY SUCH SUIT OR PROCEEDING THROUGH COUNSEL OF OUR OWN CHOOSING AT OUR OWN EXPENSE. YOU WILL ALSO INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM ANY COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED IN RESPONDING TO ANY LEGAL ACTION, SUBPOENA, SEARCH WARRANT, OR COURT ORDER REQUIRING PRODUCTION OF INFORMATION OR DOCUMENTS RELATED TO SUBSECTION (I) THROUGH (IV) ABOVE.

17. General Provisions

17.1. Entire Agreement. These Terms of Use and any other terms and agreements incorporated herein by reference constitutes the entire agreement between you and us concerning the Site.

17.2. Severability. In the event that any provision of these Terms is considered invalid, illegal, or unenforceable by a court of competent jurisdiction having authority to bind the parties under any applicable statute or rule of law, such provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision and the remaining provisions of these Terms shall in no way be affected or impaired.

17.3. No Waiver. Our failure at any time to enforce any of the provisions of these Terms or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, will not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of these Terms. A waiver of any default by us will not be deemed a continuing waiver, but will apply solely to the instance to which such waiver is directed.

17.4. Headings; Summaries. The section headings appearing in these Terms are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or affect such section.

17.5. Arbitration. For any dispute with us, you agree to first contact us at help@jobatory.com and attempt to resolve the dispute with us informally for at least thirty (30) days before initiating any arbitration or court

proceeding. In the event we are unable to resolve the dispute informally, you and we agree that any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this provision to arbitrate, shall be determined solely and exclusively by binding arbitration before a single arbitrator. You and we also agree that the arbitration shall be conducted by the American Arbitration Association (“**AAA**”) under the Commercial Arbitration Rules and that such arbitration will be conducted in San Francisco County, California, unless you and we agree otherwise. 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 attorneys’ 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. This arbitration provision is governed by the Federal Arbitration Act.

17.6. No Class Action; No Jury Trial. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY, AND NO CLASS ACTION OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION OR OTHER PROCEEDING UNDER THESE TERMS. UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

17.7. Governing Law. The laws of the United States and the State of California shall govern these Terms without regard to the principles of conflict of laws. Any dispute between the parties that are excluded from the arbitration agreement or that cannot be heard in small claims court shall be resolved in the United States District Court for the Northern District of California, and the parties submit to the personal jurisdiction of that court. If neither subject matter nor diversity jurisdiction exists in the United States District Court for the Northern District of California, then the exclusive forum and venue for any such action shall be the courts of the State of California, located in San Francisco County, and the parties hereby submit to the personal jurisdiction of that court.

17.8. Notices; Electronic Communication. By providing us with your email address, you consent to receive our related communications and notices electronically and you agree that all agreements, notices, disclosures and other communication that we provide to you via the Site or email satisfy any legal requirement that such communications be in writing. We may also use your email address to send you other messages, such as changes to the features of the Site and special offers (“**Promotional Messages**”). If you do not want to receive Promotional Messages, you may opt out by clicking the “Unsubscribe” link in an email, or by emailing us at help@jobatory.com. If you would like a physical address to send correspondence to Jobatory, you may email us a help@jobatory.com and we will provide you with a mailing address.

17.9. Force Majeure. Neither party shall be liable for any failure or delay in its performance under these Terms, or any and all addenda due to circumstances beyond its reasonable control (other than the payment of sums due), provided that it notifies the other party as soon as practicable and uses its best efforts to resume performance (such a “**Force Majeure Event**”).

Contact

For questions regarding these Terms of Use, contact us at help@jobatory.com.