

TERMS OF USE
PRIVACY POLICY

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2. ELIGIBILITY.

The Site and any related services are available to you, provided that you can form legally binding agreements under applicable law. The Site is not available to minors. If you are a minor, please do not use the Site.

3. LICENSE.

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4. USER SUBMISSIONS.

The Site provides a forum for you to obtain employment and career information. By submitting or entering your information to the Site ("Submitted Material"), you agree that you grant DSA a perpetual, non-exclusive, irrevocable, royalty free, worldwide license and right, but not the obligation, to use, copy, modify, display, distribute, download, store, reproduce, transmit, publish, transfer, adapt, create derivative works in any manner, in entirety or a portion of, of your Submitted Material, and by any means, forever and worldwide.

You acknowledge and accept that DSA is only a passive forum for users to obtain employment and career information. DSA does not screen or monitor any Submitted Materials. DSA, therefore, makes no representation regarding the reliability, accuracy, completeness, validity, or truthfulness of any Submitted Materials. DSA reserves the right, in its sole discretion, to delete, remove, refuse to display, or block any Submitted Materials that DSA considers to be unacceptable. In the event DSA receives notification regarding any unacceptable Submitted Materials, DSA may investigate such materials, in its sole discretion.

You acknowledge and agree that DSA may retain copies of your Submitted Materials and disclose your Submitted Materials to a third party if DSA believes that it is necessary to: (i) protect the integrity of the Site; (ii) protect rights of DSA; (iii) comply with any court order; (iv) comply with any legal proceedings; (v) assert DSA's claim under this Notice; and (vi) satisfy any claims regarding violations of third party's rights.

5. GENERAL PROHIBITION.

In connection with your Use, you agree NOT to:

- (a) violate any local, state, and federal rules, regulations and statutes, including, but not limited to, U.S. export laws and regulations, anti-discrimination, or equal opportunity employment laws;
- (b) infringe any intellectual property and privacy rights, including, but not limited to, patent, copyright, trademark, or trade secrets, of any third party;
- (c) upload, post, transmit, or store any material that: is unlawful, offensive, defamatory, fraudulent, deceptive, misleading, harmful, threatening, harassing, obscene, or objectionable; breaches any of your contractual or confidentiality obligations; disrupts or interferes with the normal operations of the Site, such as posting or transmitting viruses, continuous posting of repetitive materials, or posting abnormally large load; or are not permitted by DSA, including, but not limited to, any unauthorized advertising materials, unsolicited promotional materials, "junk mail," "spam mail," "chain letters," pyramid schemes, franchises, distributorship, club membership, sales arrangement, or otherwise unacceptable materials;
- (d) violate other's privacy rights or personal rights by abusing the Materials, including, but not limited to, harassing or "stalking" another person, sending unsolicited e-mails, and collecting other's personal information;
- (e) breach or attempt to breach any security measures of the Site;
- (f) use any device, process, or mechanism to monitor, retrieve, search, or access, e.g., spider or robot, the Site or any Material without DSA's prior written consent;
- (g) access or attempt to access any account or login of any third party listed on the Site;

- (h) copy, modify, reproduce, delete, distribute, download, store, transmit, sell, re-sell, publish, reverse engineer, or create derivative works of any Materials, except for materials that have been submitted and owned by you;
- (i) post or submit any inaccurate, false, or incomplete information, such as your resume, professional and personal references, biographical data, or employment information;
- (j) impersonate any person or entity;
- (k) forge any header information in any electronic posting or mail; or
- (l) misrepresent yourself, your affiliation with any third party, or your entity.

6. SPECIFIC USAGE AND RESPONSIBILITIES.

In addition to the general responsibilities listed in Section 5, you agree to comply with the following terms.

You further agree to:

- (a) use the Site only for lawful purposes in searching for employment opportunities and career information;
- (b) provide and maintain complete, correct, up-to-date, and accurate information on your submitted information;
- (c) post materials for which you have all the necessary rights or licenses;
- (d) use your own judgment, caution, and common sense in managing job opportunities and information offered by or obtained from the Site; and
- (e) bear the risks of any reliance or use of any Materials or any information provided by any third party.

7. ACCOUNT AND PASSWORD.

With your Use of the Site, you may decide to open an account with the Site. You will be asked for an email address that will be used to create your account, and a password will be sent to your email. It is your sole responsibility to (a) maintain the confidentiality of your account logon and password; (b) frequently update and revise your password; and (c) promptly notify DSA if there is any unauthorized use of your account or any breach of security.

8. EMPLOYMENT.

You understand and agree that DSA (a) does not warrant that you will receive any employment or job offers through the Site; (b) shall not be responsible for any employment offers, employment screenings, employment decisions, and actual employment presented by third parties; (c) does not guarantee the accuracy, completeness, validity, or timeliness of information listed by any third parties; (d) shall not be responsible for any materials posted by third parties, including, but not limited to, job openings and employment listings; and (e) is neither your employer nor your agent in any regard. You shall use your own judgment, caution, and common sense in evaluating any prospective employers and any information provided by any third party.

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10. PRIVACY.

When you use or register with the Site, we may ask for certain Personal Information. The categories of Personal Information we may request include your name and contact information (email, address and phone number). Depending on the nature of your inquiry or activities on the Site, we may also ask for your job search criteria and preferences, your employment experience, educational history, your skills, references information, background information, and other information contained in your resume, and any login ID or email address and password created by you. The Site also utilizes cookies to track your online activities within this Site, including, but not limited to, registration, submissions, and information requests. After your successful registration with the Site, you will be able to access, review and change your Personal Information provided by you through the My Profile feature of the Site.

We use Personal Information and other data collected through the Site to register you with the Site, to provide you with information regarding employment opportunities and career-related information, and to otherwise provide you with requested information or services. We may also from time to time use your Personal Information to send you automated email messages or marketing materials regarding our services, including employment information.

As described in Section 4, DSA may disclose Personal Information to third parties. The disclosure to third parties would occur in the following circumstances:

1. We may disclose information to companies and individuals we employ to perform business functions and services on our behalf. Such functions may include, for example, hosting our Web servers, analyzing data, providing legal, accounting and marketing services.
2. We may disclose information to the extent necessary or appropriate to government agencies, advisors, and other third parties in order to comply with applicable laws, the service of legal process, or if we reasonably believe that such action is necessary to (a) comply with the law requiring such disclosure; (b) protect the rights or property of DSA or its affiliated companies; (c) prevent a crime or protect national security or (d) protect the personal safety of the users or the public.

11. INDEMNIFICATION.

You agree to indemnify, defend, and hold DSA, its parents, subsidiaries, affiliates, officers, directors, agents, employees, harmless from any claims or demands of any third party, including, but not limited to, attorneys' fees and legal fees,

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YOU AGREE TO ASSUME ALL RISKS ASSOCIATED WITH, ARISING OUT OF, OR RESULTING FROM YOUR USE OF THE SITE OR ANY SUBMITTED MATERIALS, INCLUDING, BUT NOT LIMITED TO, THE RISKS OF FINANCIAL LOSS, PHYSICAL HARM, PROPERTY DAMAGES, DEALING WITH OTHER USERS OF THE SITE, STRANGERS, MINORS, OR FOREIGN NATIONALS, AND PERSONS ACTING UNDER FALSE PRETENSE. YOU FURTHER AGREE TO RELEASE DSA, ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ALL CLAIMS, DEMANDS, DAMAGES (DIRECT, INDIRECT, AND CONSEQUENTIAL) OF ANY KIND OR NATURE, KNOWN OR UNKNOWN, ASSOCIATED WITH, ARISING OUT OF, OR RESULTING FROM YOUR USAGE OF THE SITE, YOUR SUBMITTED MATERIALS, ANY TRANSACTIONS RELATED TO OR RESULTING FROM YOUR USE OF THE SITE. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE '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."

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You agree that there is no employment, partnership, agency, or joint venture relationship between you and DSA arising out of or resulting from your Use of the Site. This Notice constitutes the entire agreement between you and DSA governing your Use of the Site and is additional to any binding agreement between you and DSA. This Notice is governed by the laws of the State of California, United States of America, without giving effect to any principles of conflict of laws. DSA does not warrant that this Site will be lawful outside the United States. If you view, access, submit, or download materials to and from the Site outside the United States, you will be solely responsible for all your actions and assume all risks. You may not use or export any Materials or make any copy or adaptation in violation of any application laws, rules, or regulations, including, but not limited to, U.S. export laws and regulations. The failure or delay by either party to enforce the terms of this Notice shall not be deemed as a waiver of such term. Sections 4, 5, 6, 7, 9, 10, 12, 13, 14, and 15 shall survive any termination of this Notice for any reasons.

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