

# JobMonkey.com

## Resume Database Subscription Agreement

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS OF THIS AGREEMENT. BY SIGNING BELOW, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU HAVE ENTERED INTO A LEGALLY BINDING AGREEMENT WITH JOBMONKEY, INC.

JOBMONKEY, Inc. (the "Company") owns and operates the website located at [www.JobMonkey.com](http://www.JobMonkey.com) (the "Site"), pursuant to which it offers employers and recruiters a limited paid subscription to JobMonkey's online Resume Database (the "Resume Database"). This Agreement provides the terms and conditions of such subscription.

We require you to agree to the following terms and conditions for the protection of our customers (Job Seekers) and our business.

### TERMS AND CONDITIONS

1. **Access Authority and Conditions.** Subject to compliance with each of the terms of this Agreement, the Company agrees to permit You a limited, personal, terminable, non-transferable, non-exclusive right to access the Resume Database via the website **[www.JobMonkey.com](http://www.JobMonkey.com)** for the purpose of viewing and/or downloading a copy of available resumes solely for Your use. Following are certain requirements and limitations regarding such access:
  - 1.1 The Resume Database is to be accessed and used solely by You and authorized representatives from your company.
  - 1.2 You agree to protect and keep Your password confidential
  - 1.3 You may not use the Resume Database in any way which, in the Company's sole judgment, adversely affects the Company's business, business prospects, the performance or function of the Sites or the Resume Database, or interferes with the ability, of other subscribers to access the Resume Database.
  - 1.4 You may use Your subscription to the Resume Database only for seeking candidates for employment, You are specifically prohibited from using information contained in the Resume Database to sell or promote any products or services or to take any other action that is, in the Company's sole judgment, inconsistent with Site Terms

and Conditions, misleading or incomplete, or in violation of any Federal, State, Local law, statute, code, rule, or regulation.

1.5 The Company may terminate, suspend, update, alter or supplement, at its sole discretion, all or any part of the Resume Database at any time.

2. Disclaimer of Warranties. USE OF THE RESUME DATABASE IS PROVIDED "AS IS". NO WARRANTY, REPRESENTATION, CONDITION, UNDERTAKING OR TERM, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE CONDITION, QUALITY, DURABILITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE RESUME DATABASE. ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. THE COMPANY MAKES NO WARRANTY WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE RESUMES. THE COMPANY DOES NOT WARRANT THAT YOUR USE OF THE RESUME DATABASE WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE.
3. Indemnification. You will, at Your sole cost and expense, indemnify and hold JobMonkey, Inc., and its affiliates and its assigns and their respective officers, directors, employees, agents, successors and assigns harmless from and against any and all claims, losses, damages, judgments, costs and expenses (including attorneys' fees and expenses) arising out of or related to Your use of the Resume Database or any breach of the terms hereof in any manner.
4. Authority. You represent and warrant that the person accepting this Agreement has full right and authority to enter into this Agreement on Your behalf.
5. Controlling Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The exclusive jurisdiction for any action relating to this Agreement shall be a federal or state court in King County, Washington, and the parties consent to such jurisdiction.
6. Force Majeure. The Company shall not be liable or responsible for any delay or failure in performance if such delay or failure is due to causes beyond its control.
7. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior written or oral agreements between them with respect thereto.

By signing this agreement, you are agreeing to be bound by the terms of this Agreement.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Account Username: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date: \_\_\_\_\_

**Please fax this signed and dated agreement to us at (877) 239-1463 and we will turn on the Resume Database search feature on your account.**

If you have any questions, please call (800) 230-1095 ext 82