

## Booster Terms of Service

Please review these Terms of Service (“Terms”) carefully, as they govern all access to and use of Booster (“the Site”). These Terms – which include and incorporate our Privacy Policy (available at <https://s3.amazonaws.com/booster-documents/Booster+Privacy+Policy.pdf>) – are a binding agreement between NewStar Systems (also referred to as “NewStar,” “We,” “Us,” or “Our”) and you (“You” or “Your”) and are accepted by You each time You use or access the Site, its Contents, or any related services.

You may access or use Booster only in accordance with these Terms and solely at Your own risk. Please pay particular attention to those sections of these Terms written in ALL CAPS, as they:

- 1) Emphasize certain risks You accept every time You use Booster;
- 2) Articulate significant limits on Our potential liability that You agree to when You accept these Terms; and
- 3) Spell out situations in which You agree to indemnify NewStar against – or compensate NewStar for – certain types of claims made by others.

Booster exists to facilitate connections between individual job seekers within the United States and employers within the United States. Use or access of Booster or its Contents by individuals or entities outside the United States is strictly prohibited.

Your use of Booster must comply with all applicable laws, rules, and regulations, including, without limitation, laws governing the protection of personally identifiable information and other laws applicable to the protection of User Data.

Use of Booster for any purpose other than those stated in this agreement is strictly prohibited. These Terms do not permit You to access Booster in any automated fashion (such as harvesting bots, robots, spiders, or scrapers). Nor do these Terms authorize You to use Booster in any manner that limits or taxes Booster’s infrastructure or functionality.

Each time You use this Site, You represent to Us that You are a resident of the United States who is lawfully able to enter into contracts (*e.g.*, You are not a minor). If You are agreeing to these Terms on behalf of another entity or person, You represent to Us that You have legal authority to bind that entity or person.

From time to time, we may revise these Terms by posting an updated version to this Site. You should review these Terms regularly and be sure to familiarize yourself with any updates because they are binding on You.

This agreement shall be governed by the laws of the Commonwealth of Virginia. If any clause or portion of these Terms is declared invalid by a court of law or binding arbiter, that clause or portion shall be deemed stricken and the remainder of these Terms shall continue in full force and effect.

### 1. Definitions

An “**Applicant**” is an individual User who uses Booster to upload his or her resume and/or other Applicant data and share it with others.

**“Associates,”** as used herein, refers to a particular legal entity’s officers, directors, employees, shareholders, parents, subsidiaries, affiliates, agents, successors, and assignees.

**“Booster”** or the **“Site”** refers to the software system produced by NewStar Systems and made available to the public under the Booster name. Booster is provided using a Software As A Service (“SaaS”) model. Booster is not defined by any specific URL or digital location.

**“Contents”** refers to all data, including User Data, that is stored within or made accessible through Booster. The software and/or code that supports Booster and makes it function is not part of its Contents and may not be accessed by anyone pursuant to these Terms.

An **“Employer”** is an organization or individual who receives or collects Applicant resumes or other Applicant data through Booster.

A **“User”** is any individual or entity that accesses or uses Booster. All Users must comply with these Terms.

**“User Data”** refers to any information uploaded to or shared through Booster by a User.

## 2. Security and Data Privacy

We follow generally accepted industry standards to protect information collected, stored, or transmitted by the Site. However, no data security measures are foolproof.

Though We take precautions to secure information uploaded, collected, or transmitted through Booster, We cannot and affirmatively do not guarantee its security. We offer no representation or warranty that User Data will not be exposed or disclosed through error or the actions of third parties.

YOU HEREBY RECOGNIZE AND AGREE THAT TRANSMITTING OR HOSTING YOUR DATA ONLINE INVOLVES RISKS OF UNAUTHORIZED DISCLOSURE OR EXPOSURE; EACH TIME YOU ACCESS OR USE BOOSTER, YOU ASSUME THESE RISKS.

## 3. Site Usage and Content

### 3.1. Site Material

Unless otherwise indicated, Booster and the material on the Site, including but not limited to all text, code (HTML, CSS, JavaScript, and any other code appearing on or supporting the Site) graphics, button images, and the Site design and “look and feel,” are owned or licensed by Us and are protected pursuant to U.S. and foreign copyright, trademark, and other laws. No intellectual property or other rights in or to this Site or its contents are transferred to You or any other User. This Site and its Contents may not be modified, copied, distributed, republished, downloaded, uploaded, or commercially exploited in any manner without our prior written consent, except that You are permitted to download one copy of any Site Contents onto a single computer for personal, noncommercial use, provided no copyright, trademark or other proprietary notices are removed.

### 3.2. User Data

All Users are prohibited from uploading any material to Booster that could be considered malicious or harmful to any other User, Booster itself, or any product or service associated with Booster. Examples of prohibited content include, but are not limited to:

- a) Content intended to threaten, harass, or otherwise infringe on the rights of other people or organizations;
- b) Commercial content such as advertisements for products or services offered by the User, an organization the User is affiliated with, or any third party;
- c) Any content or links to content of a sexually explicit, violent, or otherwise offensive nature; or
- d) Any type of code. This includes malicious code such as viruses or any form of malware that may intentionally or incidentally degrade any User's experience or tax the resources that run Booster. This also includes any code that alters the appearance or behavior of any part of Booster.

### 3.3. NewStar Systems' Use of User Data

We may use data You provide for Our own internal purposes, which may include, but are not limited to:

- a) Development of new Booster offerings and functionality;
- b) Improvement of existing Booster offerings and functionality; or
- c) Development of new data or functionality of strategic value to NewStar Systems.

Because NewStar may use Your data to improve existing – or create new – algorithms, functionality, statistics, or other intellectual property, copies of User Data may persist even after individual User accounts are deleted. No User Data will be retained for any purpose other than active development of Booster-related or NewStar-related assets or capabilities.

You hereby agree that use of Your data in the development of NewStar's intellectual property does not entitle You to any ownership stake in or license to use that intellectual property.

### 3.4. Changes in Booster Functionality

NewStar may add, modify, or remove functionality from Booster without notice. If any such revision to the Site materially reduces features or functionality, You may terminate this Agreement by requesting deletion of Your account within thirty days of said revision.

### 3.5. Cookies

Booster may store cookies on Your computer(s) or other electronic device(s) to improve Your experience on the Site. You can find more information on cookies [here](#). We are not responsible for data, code, or anything else that is transmitted to Your computer by any third party.

#### 4. Additional Terms Applicable to Employers

##### 4.1. Additional Employer Responsibilities

As an Employer, You may encourage Users or other individuals to provide their resumes and other Applicant data to Your organization through Booster.

It is Your sole and exclusive responsibility to establish and follow appropriate safeguards for all personally identifiable information You collect through Booster. It is also Your responsibility to ascertain and comply with all applicable laws, rules, and regulations governing Your collection, handling, and use of User Data, including but not limited to personally identifiable information. It is also Your responsibility as an Employer to ensure that all Users whose resumes You collect are made aware of the risks and responsibilities they assume by providing their data to You through Booster.

YOU HEREBY AGREE THAT NEWSTAR SYSTEMS WILL NOT BE LIABLE FOR ANY DAMAGES, WHETHER INCIDENTAL, CONSEQUENTIAL, DIRECT, OR OTHERWISE, INCURRED BY ANYONE AS THE RESULT OF YOUR USE OR HANDLING OF USER DATA.

##### 4.2. Additional Employer Risks

Users are solely responsible for all User Data they provide through Booster. NewStar cannot prevent Users from misrepresenting themselves, their skills, or their experience through the Site. NewStar makes no guarantees regarding the validity of any User Data or the efficacy of any scores or indices calculated by Booster based on User Data. Any such scores or indices may – and likely will – change without any change to the underlying User Data as NewStar improves Booster’s algorithms.

Booster is one of many tools that are available to support Employers in their hiring decisions. Booster should not be used as the sole, or even the primary, basis for any hiring decision. Employers must also employ common sense, thorough background and reference checks, candidate interviews, and other appropriate tools to guide their hiring decisions.

EACH TIME YOU USE BOOSTER TO ASSIST IN RECRUITING OR HIRING DECISIONS, YOU DO SO AT YOUR OWN RISK. NEWSTAR SYSTEMS CANNOT BE HELD LIABLE FOR ANY DAMAGES YOU INCUR AS A RESULT OF YOUR OWN HIRING DECISIONS OR YOUR OWN USE OR MISUSE OF USER DATA AND/OR INFORMATION GENERATED BY BOOSTER ITSELF.

#### 5. Additional Terms applicable to Applicants

##### 5.1. Additional Applicant Responsibilities

As an Applicant, You may use Booster to share Your resume or other information regarding your skills, qualifications, and experience with recruiters or potential employers.

You are solely and exclusively responsible for all User Data You provide through Booster. You hereby acknowledge and agree that you will take appropriate measures to ensure the accuracy and completeness of all User Data you upload to or share *via* Booster.

## 5.2. Additional Applicant Risks

YOU HEREBY RECOGNIZE AND AGREE THAT UPLOADING AND/OR SHARING YOUR PERSONAL DATA ONLINE INVOLVES RISKS OF UNAUTHORIZED DISCLOSURE OR EXPOSURE; EACH TIME YOU ACCESS OR USE BOOSTER, YOU PERSONALLY ASSUME THESE RISKS.

YOU HEREBY AGREE THAT NEWSTAR SYSTEMS WILL NOT BE LIABLE FOR ANY DAMAGES, WHETHER INCIDENTAL, CONSEQUENTIAL, DIRECT, OR OTHERWISE, INCURRED BY YOU AS THE RESULT OF ANYONE ELSE'S USE OR HANDLING OF YOUR USER DATA.

If You cancel Your Booster account or Your Booster account is terminated, all Your account information within Booster, including Your resume and other User Data, will be marked as deleted and may be deleted from Booster's databases.

Deleted content will be removed from any public area of Booster and may no longer be available to third parties with whom You have shared Your resume or other User Data.

Your User Data may continue to be available through Booster for some period of time after Your account is cancelled or terminated because of delays inherent in propagating the deletion through Booster's web servers.

In addition, third parties may retain saved copies of Your Information. NewStar cannot and does not accept any responsibility for retrieving or deleting any User Data that has been downloaded, saved, cached, or otherwise accessed or stored by third parties.

## 6. Term; Termination

These Terms, including any revisions thereto, shall govern Your use of Booster unless and until You cancel Your account and request its deletion. Should you subsequently visit or use Booster for any reason, these Terms, as then constituted, will govern Your access to and Use of Booster.

NewStar reserves the right to delete Your account and Your User Data for any reason whatsoever. NewStar may limit or suspend Your use of Booster if NewStar, in its sole discretion, determines that Your use of Booster limits or taxes Booster's infrastructure, functionality, public image, or goodwill.

## 7. INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS NEWSTAR AND NEWSTAR'S ASSOCIATES, AGAINST ANY THIRD-PARTY CLAIM, SUIT, OR PROCEEDING ARISING OUT OF OR RELATED TO YOUR ALLEGED OR ACTUAL USE OF, MISUSE OF, FAILURE TO USE, OR NEGLIGENCE IN CONNECTION WITH THE SITE, INCLUDING WITHOUT LIMITATION:

- a) CLAIMS BY OTHER USERS OR BY YOUR EMPLOYEES, CLIENTS, OR OTHER AFFILIATES;
- b) CLAIMS RELATED TO UNAUTHORIZED DISCLOSURE OR EXPOSURE OF PERSONALLY IDENTIFIABLE INFORMATION OR OTHER PRIVATE INFORMATION, INCLUDING USER DATA;
- c) CLAIMS RELATED TO INFRINGEMENT OR VIOLATION OF A COPYRIGHT, TRADEMARK, TRADE SECRET, OR PRIVACY OR CONFIDENTIALITY RIGHT BY WRITTEN MATERIAL, IMAGES, LOGOS

OR OTHER CONTENT UPLOADED TO, OR DOWNLOADED FROM, THE SITE THROUGH YOUR ACCOUNT;

- d) CLAIMS THAT USE OF THE SITE THROUGH YOUR ACCOUNT HARASSES, DEFAMES, OR DEFRAUDS A THIRD PARTY OR VIOLATES THE CAN-SPAM ACT OF 2003 OR ANY OTHER LAW OR RESTRICTION ON ELECTRONIC ADVERTISING.

YOUR OBLIGATIONS SET FORTH IN THIS SECTION 7 INCLUDE RETENTION AND PAYMENT OF ATTORNEYS AND PAYMENT OF COURT COSTS, AS WELL AS SETTLEMENT AT YOUR EXPENSE AND PAYMENT OF ANY RELATED JUDGMENTS. WE WILL HAVE THE RIGHT, NOT TO BE EXERCISED UNREASONABLY, TO REJECT ANY SETTLEMENT OR COMPROMISE THAT REQUIRES US TO ADMIT WRONGDOING OR LIABILITY OR SUBJECTS US TO ANY ONGOING AFFIRMATIVE OBLIGATIONS.

## 8. DISCLAIMERS

BOOSTER, ITS CONTENTS, AND ANY RELATED SERVICE OFFERINGS ARE PROVIDED "AS IS."

EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, WE AND OUR AFFILIATES AND LICENSORS:

- a) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING BOOSTER, ITS CONTENTS, AND ANY RELATED SERVICE OFFERINGS, AND
- b) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES:
  - 1) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT;
  - 2) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE;
  - 3) THAT BOOSTER, ITS CONTENTS, AND/OR ANY RELATED SERVICE OFFERINGS WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS; OR
  - 4) THAT USER DATA AND OTHER SITE CONTENTS WILL BE SECURE AND NOT OTHERWISE LOST OR ALTERED.

## 9. LIMITATIONS OF LIABILITY

WE AND OUR ASSOCIATES WILL NOT BE LIABLE TO YOU FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF WE OR OUR ASSOCIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND/OR SUCH DAMAGES ARE THE RESULT OF OUR (OR OUR ASSOCIATES') ERROR, OMISSION, OR NEGLIGENCE.

FURTHER, NEITHER WE NOR OUR ASSOCIATES WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH:

- a) YOUR INABILITY TO USE THE SITE, INCLUDING AS A RESULT OF:

- 1) ANY TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SITE,
  - 2) OUR DISCONTINUATION OF ANY PORTION OF THE SITE OR RELATED SERVICE OFFERINGS, OR,
  - 3) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SITE FOR ANY REASON;
- b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES;
  - c) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO BOOSTER, ITS CONTENTS, OR ANY RELATED SERVICE OFFERINGS; OR
  - d) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, DELETION, DESTRUCTION, DAMAGE, OR OTHER LOSS OF ANY OF YOUR DATA.

IN ANY CASE, OUR AND OUR ASSOCIATES AGGREGATE LIABILITY UNDER THESE TERMS WILL NOT EXCEED \$100.

THE LIMITATIONS IN THIS SECTION 9 APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**Effective Date:** [insert date here]