GENERAL TERMS AND CONDITIONS FOR THE USE OF THE CAREEREKO® WEBSITE AND SERVICES

BY USING OR ACCESSING THE CAREEREKO WEBSITE YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS, INCLUDING THE PRIVACY POLICY.

EFFECTIVE March 24, 2020

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The TOS are in addition to any terms and conditions (including, but not limited to payment terms) that you may agree to if you an advertiser, sponsor, Attendee, exhibitor, employer, recruiter, or other customer of CareerEco products and services. Please address any questions or concerns regarding these TOS to CareerEco: operations@careereco.com.

You are prohibited from using the Services or registering for a CareerEco account if you do not accept and agree to be bound by the TOS. Registration for a CareerEco account and participation on the Website is restricted to those individuals legally permitted to accept the TOS. If you do not have the capacity to enter into a contract, do not use the Website. If you are under the age of 13, the Website is not intended for your use, and CareerEco may delete your account and any information collected by the CareerEco system without notifying you.

MODIFICATION TO TERMS

CareerEco reserves the right to update and change the TOS from time to time without notice. Any new features that augment or enhance the Services, including the release of new tools and resources, shall be subject to the TOS. Continued use of the Services after any such changes shall constitute your consent to such changes.

GENERAL CONDITIONS

You understand that CareerEco operates this Website and provides the Services for the purpose (the “Intended Purpose”) of permitting Host Organizations to facilitate introductions and the exchange of information between Attendees and Participating Organizations at virtual events (“Events”). For the foregoing purposes, Events may include, without limitation, recruiting events, admissions fairs and job fairs conducted in CareerEco’s online environment. “Host Organizations” and “Participating Organizations” may include, without limitation, universities and colleges, employers, chambers of commerce, military recruitment organizations, veterans’ organizations, honor societies, associations, agencies, and others wishing to share information with Attendees about themselves or opportunities that
they may offer, including, without limitation, job openings, career opportunities, and courses of study. Sometimes an Event may be hosted or sponsored by more than one Host Organization. “Attendees” means prospective employees, students, recruits, and others using the Services to gain information from or exchange information with Participating Organizations about themselves or opportunities that they are seeking, including, without limitation, employment opportunities and courses of study offered by Participating Organizations.

**FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA) NOTICE**

You acknowledge and agree that by registering to attend an Event, your name, contact information, and all other information you choose to provide during this registration process or while using the virtual event platform and the Website may be shared with Host Organizations and Participating Organizations and others wishing to share information with you about themselves and opportunities that they may offer, including, without limitation, job openings, career opportunities, and courses of study. By registering for this virtual event you are representing that you have read, understood and accepted the CAREEREKO® TERMS OF SERVICE ([https://s3.amazonaws.com/celive/CareerEcoTOS.pdf](https://s3.amazonaws.com/celive/CareerEcoTOS.pdf)) and the CAREEREKO® PRIVACY POLICY ([https://s3.amazonaws.com/celive/CareerEcoPrivacyPolicy.pdf](https://s3.amazonaws.com/celive/CareerEcoPrivacyPolicy.pdf)). This Notice is provided in compliance with the Family Educational Rights and Privacy Act (FERPA) and applicable state and federal law.

**WEBSITE CONDUCT**

Any conduct or interaction on the Website that appears, in our sole discretion, to be discourteous, disrespectful, distracting, discriminatory, vulgar, or not focused primarily on the Intended Purpose may result in the suspension or termination of an Attendee’s account and his or her access to Events. By way of example, but not limitation, use of the Website to make social connections with other Attendees, to make position statements, to debate particular issues (whether relevant or non-relevant), to market or sell products or services, to seek information regarding the CareerEco platform or method of operation, or to engage with others in any manner that creates offense or controversy or disrupts the Event experience for others is contrary to the Intended Purpose. CareerEco reserves the right at all times to determine, in its sole discretion, whether particular conduct conforms to the Intended Purpose of an Event.

You agree that you will use the Services only for the Intended Purpose and that you will not use the Services for any illegal purposes. You agree that, in using the Services, you will not misrepresent your identity or intentions, modify or delete any email or communication headers or packet identifying information in a manner that hides or misrepresents your identity, register for an account or attend any chat session under a false identity or pseudonym or for purposes other than the Intended Purpose, or modify, adapt or hack the Website in any manner whatsoever. You agree that you will not use the Website in any manner that could damage, disable, overburden and/or impair any CareerEco server, or the network(s) connected to any CareerEco server, and/or interfere with any other party’s use and enjoyment of the Website. If your account is terminated for any reason, any subsequent direct or indirect registration by you or on your behalf for any CareerEco Event without the express, written permission of CareerEco reinstating your account privileges is a breach of these TOS.

Verbal, physical, written or other abuse or harassment (including threats of abuse or retribution) of any CareerEco personnel, any Attendee, any representative of any Host Organization, any Participating
Organization, or any other person with whom you interact through or as a result of the Services, or your failure to follow reasonable instructions by CareerEco personnel will result in immediate account termination and may result in legal action against you.

You agree not to deep-link to the Website or access the Website manually or with any robot, spider, web crawler, extraction software, automated process or device to scrape, copy or monitor any portion of the Website or any materials or other content on the Website without express written permission from CareerEco.® You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Website or the Services except as provided herein without the express written permission by CareerEco.

You understand that the technical processing and transmission of the Website, including, without limitation, any information or content that you provide while using the Website, may be transferred unencrypted and involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices. You must not upload, post, host, or transmit "spam" messages via the Website or to any party with whom you have been introduced via the Website. For the foregoing purposes, “spam” means unsolicited messages in which the recipient’s personal identity and context are irrelevant because the message is equally applicable to many other potential recipients. Notwithstanding the foregoing, by using this Website, Attendees expressly grant Host Organizations and Participating Organizations permission to communicate with them, and such communications shall not be deemed unsolicited; provided, however, that Host Organizations and Participating Organizations agree to provide Attendees with an ongoing option to “opt out” of such communications. You must not transmit worms or viruses or any code of a destructive nature to CareerEco or to any party with whom you have been introduced via the Website.

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Links to third-party websites may be offered on the Website as a convenience to users on the express condition that third-party websites are not owned or controlled by CareerEco, and CareerEco does not endorse and is not responsible for their content and makes no representation that any such third-party website contains appropriate material or may be accessed or used without harm.

PASSWORDS AND PASSWORD PROTECTED AREAS

You may be required to register log-in and password information and to create an account in order to use certain features of the Website. Individuals attempting to access password protected areas of the Website or to gain access to accounts of others in violation of these TOS may be subject to prosecution under state and federal law. You are responsible for maintaining the confidentiality and security of your account and password, and you are fully responsible for all activities that occur under your password or account, and for any other actions taken in connection with the account or password. You agree to (a) immediately notify CareerEco of any known or suspected unauthorized use(s) of your password or account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or personal information; and (b) ensure that you exit from your account at the end of each session. CareerEco will not be liable for any injury, loss or damage of any kind arising from or relating to your failure to comply with (a) and (b) or for any acts or omissions by you or someone else using your account and/or password.
INDEMNITY AND WARRANTY DISCLAIMER

Unless you are a US federal government agency, you agree to indemnify and hold harmless CareerEco, its subsidiaries, affiliates, officers, agents, co-branders, and employees from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Website or the Services, including, but not limited to, any content you submit, post to or transmit through the Website, your use of the Services, your violation of these TOS, or your violation of any rights of another. If you are a US federal government agency, liability for any breach of the TOS or any claim arising from the TOS shall be determined under the Federal Tort Claims Act or other governing federal authority, including, without limitation, any claim or demand made by any third party due to or arising out of your use of the Website or the Services. If you are a or a state college or university associated with a US state government, you do not agree to the foregoing indemnification if doing so would violate the law of your state.

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The Website may include technical or other mistakes, inaccuracies or typographical errors. CareerEco may make changes to the Website and the services offered through the Website at any time, without notice. CareerEco makes no commitment to update or maintain any materials on the Website. CareerEco assumes no responsibility for errors or omissions in the information, materials, software and/or services which are provided through referenced by or linked to the Website. Neither CareerEco nor its officers, directors, employees, contractors, licensors or suppliers shall be liable to you or any third party for any special, punitive, incidental, indirect or consequential damages of any kind, or any damages whatsoever, including, without limitation, those resulting from loss of use, data or profits, whether or not CareerEco has been advised of the possibility of such damages, and regardless of the theory of liability, whether in contract, negligence or otherwise, arising out of or in connection with the use of the Website or of any website referenced or linked to or from the Website. The use of the Website or the downloading or other acquisition of any materials through the Website is done at your own discretion and risk and with your agreement that you will be solely responsible for any damages to your computer system or loss of data that results from such activities. No advice or information, whether oral or written, obtained by you from CareerEco or through or from the Website shall create any warranty not expressly stated in this agreement. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of this section may not apply to you.
GOVERNING LAW

Although you may be attending a virtual event, all Services are deemed to have been provided in Fulton County, Georgia and in no other state or location, and you are deemed to be present in Fulton County Georgia for the purposes of using the Services. Unless you are a US federal government agency or a state college or university associated with a US state government, any lawsuit filed by either party to enforce or construe any right granted under these TOS or to assert any claim arising from the services provided by CareerEco through the Website shall be filed exclusively in the State of Georgia in the County of Fulton. In connection with any such action, you consent to jurisdiction in the Courts of Georgia. In any such action, you agree that the laws of the State of Georgia shall apply and shall govern the determination of the action, regardless of any conflicts of law. If you are a US federal government agency, the TOS shall be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws, and, to the extent permitted by federal law, the laws of the State of Georgia (excluding Georgia’s choice of law rules) will apply in the absence of applicable federal law. If you are a state college or university associated with a US state government, you do not consent to jurisdiction or venue in the Courts of Georgia or to the foregoing Georgia choice-of-law provisions if the law of your state expressly prohibits such consent. Nothing herein shall be interpreted as consent by CareerEco to the law, jurisdiction or venue of any state other than the State of Georgia.

NO WAIVER

No delay, indulgence, or failure to take any action, or exercise any right that CareerEco may take or exercise pursuant to the TOS, CareerEco Privacy Policy or applicable law shall constitute a waiver of that action or right by CareerEco.

NO ASSIGNMENT

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