

CAREERSHIFT USER AGREEMENT

This User Agreement ("Agreement") is entered into as of the date set forth beneath the Organization's signature block below,

by _____ (Organization),
at _____ (Address)

and CareerShift, LLC, an Ohio limited liability company, with a main address of:
P.O. Box 2, 87 East Washington Street, Chagrin Falls, OH, 44022, herein referred to as CareerShift.

1. Access to Service

During the term of this Agreement, Organization, and its associates, patrons, students, alumni, faculty and/or employees ("Authorized Users") are granted a license to access and use the CareerShift job hunting and integrated employment research tools available through www.careershift.com (the "Website"), and the services described therein (the "Service"). "Service" does not include access to other websites and publications that are advertised or otherwise listed in the Website to provide additional assistance or information to users for which there may be a separate cost. It is the customer responsibility to make sure CareerShift emails are received by intended recipients. Below are the email addresses used by CareerShift that need to be excluded from your firewall/spam filters. Please forward this information to your appropriate party or your mail administrator:

CareerShift Receipt – receipt@careershift.com

CareerShift Administrator – admin@careershift.com

CareerShift Customer Service – service@careershift.com

2. Term

The term of this Agreement is from _____, 201____, to _____, 201____, (dates).

This Agreement shall automatically renew for additional one year periods unless terminated by either party by providing not less than two months prior written notice of its intention to terminate this Agreement.

3. Contract Amount and Payment

The fee for _____ Authorized User access to the Website and the Service is \$_____.

In the event the Organization terminates this Agreement for any reason prior to its expiration date, the amount of any discounts taken shall become due and payable as an early termination fee, together with any remaining balance of the Contract Amount. All amounts are payable to CareerShift at the address as noted above. CareerShift shall present invoices for payment on a regular basis, and Organization shall make payments via credit card, electronic transfer, or regular checks as may be agreed between the parties. All payments are due as specified on invoice. A late payment charge of 1.5% per month of the amount due shall be charged on all late payments. CareerShift has the right to terminate all access to the Services in the event any payment is more than 60 days overdue upon 10 day notice to Organization.

4. User Agreement

Each Authorized User will be required to consent to the User Agreement as set forth on the CareerShift.com website as a condition to using the Service, which User Agreement, as amended from time to time, is incorporated herein and made a part hereof. Each Authorized User will be provided a

unique membership password to access the system. If an Authorized User does not agree with the terms of the User Agreement, such Authorized User will not be granted access to the Website or the Service. Any unauthorized use shall immediately result in termination of access to such Authorized User and liability for CareerShift's regular fees charged to customers as set forth on the Website.

5. Copyright Notice

Most of the material on the Website, including graphics, text, design, buttons, logos, images, and icons, as well as the selection, assembly, and arrangement of the Website, are the sole property of CareerShift. Users of the Website may not modify, reproduce, republish, or distribute any material from the Website in any form without the prior written permission of CareerShift or the original copyright holder. Persons and entities accessing the Website are prohibited from copying or adapting the HTML code used to generate Web pages or manipulating, deciphering, disseminating or reverse engineering any software that will compromise the Website.

6. User-Provided Content

School acknowledges that the Website includes postings, messages, text, files, images, graphics, photos, audio clips, sounds, video or other materials (the "Content") that have been submitted by third parties, including, without limitation, other users of the Website. You agree that we are a community forum and not a publisher with respect to the Content provided by third parties, and that we are not responsible for reviewing or editing any third party Content. Any opinions, advice, statements, services, offers or other information contained in third party Content are those of their respective authors or producers, and not of CareerShift, and we do not endorse or guarantee the accuracy of such Content. Copyrights to the Content submitted by users are held by the individual creators of such Content.

7. LIMITED WARRANTIES

CAREERSHIFT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE WEBSITE AND SERVICES. CAREERSHIFT DOES NOT WARRANT THAT THE WEBSITE WILL OPERATE ERROR-FREE OR THAT THE WEBSITE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL DEVICES. SCHOOL AND EACH AUTHORIZED USER EXPRESSLY AGREE THAT THEIR USE OF THE WEBSITE IS AT THEIR OWN RISK. CAREERSHIFT MAKES NO WARRANTY THAT THE WEBSITE AND SERVICES WILL BE UNINTERRUPTED OR SECURE. ALL CONTENT, INFORMATION, AND OTHER MATERIAL ON THE WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE." CAREERSHIFT MAKES NO ENDORSEMENTS, GUARANTEES, OR REPRESENTATIONS, AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, ACCURACY OF INFORMATION CONTENT, NON-INFRINGEMENT, TIMELINESS, AUTHORITY, COMPLETENESS, USEFULNESS, RELIABILITY, AVAILABILITY OF THE SUBSTANCE OF ANY CONTENT, INFORMATION, OR OTHER MATERIAL ON THE WEBSITE.

8. LIMITATION OF LIABILITY

ORGANIZATION AGREES THAT CAREERSHIFT, ITS OFFICERS AND EMPLOYEES, WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ORGANIZATION'S USE OF OR INABILITY TO USE THE WEBSITE (INCLUDING, WITHOUT LIMITATION, ANY

DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION OR LOST JOB OPPORTUNITIES), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE OR OTHERWISE, OR FOR ANY CLAIM MADE AGAINST ORGANIZATION BY ANY OTHER PARTY, WHETHER ARISING FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAILS, ERRORS, DEFECTS, VIRUSES OR OTHER MALICIOUS CODE, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ORGANIZATION ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL CAREERSHIFT BE LIABLE IN ANY WAY FOR ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT SUBMITTED, POSTED, EMAILED OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE.

9. Customer Access.

CareerShift values its customers and reserves the right to contact them occasionally through email to ensure they are informed about product updates, important industry information, and special discount offers. Organization hereby consents to such access, but may change Organization's profile settings if Organization does not wish to receive these correspondences.

10. Force Majeure

CareerShift shall have no liability whatsoever in the event any act of God, the public enemy or governmental authority, labor dispute, war (whether or not declared), terrorism, civil disobedience, riot, or other occurrences beyond its control shall in any way restrict or prevent the maintenance of CareerShift.com.

11. Usage

CareerShift strictly prohibits and enforces individuals/entities from using its Website to transmit any false, inaccurate, misleading, obscene, threatening, harassing, racist, abusive or similar objectionable, harmful or unlawful information, material, text, data, software or images. Federal Law prohibits discrimination in employment in the following areas: Age, Sex, Race, or Religion; ads or use violating any of these areas or other laws are strictly prohibited.

This site strictly prohibits posting or retrieving information in advertisements or solicitations of business for positions not supported by CareerShift including, but not limited to; the adult entertainment industry, work at home, franchises, "club membership", Multi-Level Marketing (MLM), email processor, distributorship, pyramid scheme, unsubstantiated earnings claim or anything requiring a monetary investment by the user at any time. Furthermore, CareerShift prohibits employment ads from agencies that charge an up-front fee for their services, as such ads are in violation of law.

Persons using CareerShift.com agree not to violate any federal, state, local, international laws, statutes, regulations or ordinances or infringe on any patent, copyright or other property rights or violate the privacy or personal rights of others.

12. Indemnity

Organization agrees to defend, indemnify, and hold harmless CareerShift, its shareholders, directors, officers, employees, agents and representatives, from and against any claims, actions or demands, including without limitation reasonable legal fees, alleging or directly or indirectly resulting from

Organization’s use of the Website or Organization’s breach of the terms or conditions contained herein. CareerShift shall provide notice to Organization promptly of any such claim, suit, or proceeding and shall have the option to defend such claim with its selected counsel or assist Organization, at Organization’s expense, in defending any such claim, suit or proceeding.

13. Tracking

CareerShift.com uses cookies, to help manage a better user experience. These files enable our site to recognize a unique cookie on a user’s Web browser, which in turn enables users to log into the Website more easily. No information for users’ computers is collected or shared.

14. Ohio law to govern.

This Agreement shall be interpreted in accordance with the laws of the State of Ohio. The parties agree that any dispute shall be resolved in the federal or state courts located in Cuyahoga County, Ohio, which courts shall have exclusive jurisdiction and venue with regard to any such dispute.

In witness whereof, the parties have executed this Agreement as of the date noted below:

CAREERSHIFT, LLC _____ (Organization)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____