

## TERMS OF SERVICE

This document sets for the terms of service (the “Terms of Service”) for the CareerEco websites and mobile properties located at [www.CareerEco.com](http://www.CareerEco.com) and applicable country top level domains (including sub-domains associated with them), related software applications (sometimes referred to as “apps”), data, SMS, APIs, email, chat and telephone correspondence, buttons, widgets and ads (collectively, all of these items shall be referred to herein as the “Services;” more generally, the CareerEco websites and mobile properties shall hereinafter be referred to herein as the “Websites”). The Services are offered to you conditioned upon your acceptance of the terms, conditions, and notices set forth below (collectively, this “Agreement”). By accessing or using the Services, you agree to be bound by this Agreement and represent that you have read and understood its terms. Please read this Agreement carefully, as it contains information concerning your legal rights and limitations on these rights, as well as a section regarding applicable law and jurisdiction of disputes. If you do not accept all of these terms and conditions, you are not authorized to use the Services. If you have a CareerEco account and wish to terminate this Agreement, you can do so at any time by closing your account and no longer accessing or using the Services, (a description of how to do so can be found [here](#)).

Any information, text, links, graphics, photos, audio, videos, data, code or other materials or arrangements of materials that you can view, access or otherwise interact with through the Services shall be referred to as “Content.” The terms “we,” “us,” “CareerEco’s” and “CareerEco” refer to Infobase Holdings, Inc. d/b/a CareerEco, a Delaware corporation located in the United States of America (“CareerEco”). “Services” as defined above refers to those provided by CareerEco or its corporate affiliates (CareerEco and such entities may be collectively referred to as the “CareerEco Companies”). For the avoidance of doubt, the websites are all owned and controlled by CareerEco. However, some specific Services made available via the websites may be owned and controlled by CareerEco’s corporate affiliates.

The term “you” refers to the individual, company, business organization, or other legal entity using the Services and/or contributing Content to them. The Content that you contribute, submit, transmit and/or post to or through the Services may be referred to, variously, as “your Content” and/or “Content you submit.”

The Services are provided for the purpose of providing online, virtual entertainment experiences, and associated e-commerce opportunities and/or offerings.

CareerEco may change or otherwise modify this Agreement in the future in accordance with the terms and conditions herein, and you understand and agree that your continued access or use of the Services after such change signifies your acceptance of the updated or modified Agreement. We will note the date that revisions were last made to this Agreement at the bottom of this Agreement, and any revisions will take effect upon posting. We will notify registered users of CareerEco’s Services (such registered users to be referred to as “Account Holders”) of material changes to these terms and conditions by either sending a notice to the email address associated with the Account Holder’s

profile or by placing a notice on CareerEco's websites. Be sure to return to this page periodically to review the most current version of these Terms of Service.

## **USE OF THE SERVICES**

As a condition of your use of the Services, you warrant that (i) all information supplied by you via the Services to the CareerEco Companies is true, accurate, current and complete, (ii) if you are an Account Holder, you will safeguard your account information and will supervise and be completely responsible for any use of your account by anyone other than you, (iii) you are 13 years of age or older (in some jurisdictions, local laws may have an older age requirement) in order to register for an account, use the Services and contribute to CareerEco's websites, and (iv) you possess the legal authority to enter into this Agreement and to use the Services, including CareerEco's websites in accordance with all terms and conditions herein. The CareerEco Companies do not knowingly collect the information of anyone under the age of 13. We retain the right at CareerEco's sole discretion to deny anyone access to the Services, at any time and for any reason, including, but not limited to, for violation of this Agreement. By using the Services, including any products or services that facilitate the sharing of Content to or from third-party sites, you understand that you are solely responsible for any information that you share with the CareerEco Companies. You may access the Services solely as intended through the provided functionality of the Services in accordance with and as permitted under these Terms of Service.

Copying, transmission, reproduction, replication, posting or redistribution of (a) Content or any portion thereof and/or (b) the Services more generally is strictly prohibited without the prior written permission of the CareerEco Companies. To request permission, please direct your request to:

Infobase Holdings, Inc d/b/a CareerEco  
8 The Green, Suite 19225  
Dover, DE 19901

In order to access certain features of the Services, you will need to become an Account Holder by creating an account. When you create an account, you must provide complete and accurate information. You are solely responsible for the activity that occurs on your account, including your interaction and communication with others, and you will be solely responsible for safeguarding your account. Towards this end, if you are an Account Holder, you agree to keep your contact information up to date.

If you are creating a CareerEco account for commercial purposes and are accepting this Agreement on behalf of a company, organization, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to this Agreement, in which case the words "you" and "your" as used in this Agreement shall refer to such entity and the individual acting on behalf of the company shall be referred to as a "Business Representative."

Through your use of the Services, you may encounter links to third-party sites and apps or be able to interact with third party sites and apps. This may include the ability to share Content from the Services, including your Content, with such third-party sites and apps. Please be aware that third-party sites and apps may publicly display such shared Content. Such third parties may charge a fee for use of certain content or services provided on or by way of their websites. Therefore, you should make whatever investigation you feel is necessary or appropriate before proceeding with any transaction with any third party to determine whether a charge will be incurred. Where the CareerEco Companies provide details of fees or charges for such third-party content or services, such information is provided for convenience and information purposes only. Any interactions with third party sites and apps are at your own risk. You expressly acknowledge and agree that the CareerEco Companies are in no way responsible or liable for any such third-party sites or apps.

Some Content you see or otherwise access on or through the Services is used for commercial purposes. You agree and understand that the CareerEco Companies may place advertising and promotions on the Services alongside, near, adjacent, or otherwise in close proximity to your Content (including, for video or other dynamic content, before, during or after its presentation), as well as the Content of others.

## **ADDITIONAL PRODUCTS**

The CareerEco Companies may, from time to time, decide to change, update or discontinue certain products and features of the Services. You agree and understand that the CareerEco Companies have no obligation to store or maintain your Content or other information you provide, except to the extent required by applicable law.

We also offer other services that may be governed by additional terms or agreements. If you use any other such services, the additional terms will be made available and will become part of this Agreement, except where such additional terms expressly exclude or otherwise supersede this Agreement. For example, if you use or purchase such additional services for commercial or business purposes, you must agree to the applicable additional terms. To the extent any other terms conflict with the terms and conditions of this Agreement, the additional terms shall govern to the extent of the conflict with respect to those specific services.

## **PROHIBITED ACTIVITIES**

The Content and information available on and through the Services (including, but not limited to, messages, data, information, text, music, sound, photos, graphics, video, maps, icons, software, code or other material), as well as the infrastructure used to provide such Content and information, is proprietary to the CareerEco Companies or licensed to the CareerEco Companies by third parties. For all Content other than your Content, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any

information, software, products, or services obtained from or through the Services. Additionally, you agree not to:

- (i) use the Services or Content for any commercial purpose, outside the scope of those commercial purposes explicitly permitted under this Agreement and related guidelines as made available by the CareerEco Companies;
- (ii) access, monitor, reproduce, distribute, transmit, broadcast, display, sell, license, copy or otherwise exploit any Content of the Services, including but not limited to, user profiles and photos, using any robot, spider, scraper or other automated means or any manual process for any purpose not in accordance with this Agreement or without CareerEco's express written permission;
- (iii) violate the restrictions in any robot exclusion headers on the Services or bypass or circumvent other measures employed to prevent or limit access to the Services;
- (iv) take any action that imposes, or may impose, in CareerEco's discretion, an unreasonable or disproportionately large load on CareerEco's infrastructure;
- (v) deep-link to any portion of the Services for any purpose without CareerEco's express written permission;
- (vi) "frame," "mirror" or otherwise incorporate any part of the Services into any other websites or service without CareerEco's prior written authorization;
- (vii) attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by the CareerEco Companies in connection with the Services;
- (viii) circumvent, disable or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any Content; or
- (ix) download any Content unless it's expressly made available for download by the CareerEco Companies.

## **PRIVACY POLICY AND DISCLOSURES**

Any personal information you post on or otherwise submit in connection with the Services will be used in accordance with CareerEco's Privacy Policy. Click [here](#) to view CareerEco's [Privacy Policy](#).

## **USER CONTENT AND USE OF OTHER INTERACTIVE SPACES; LICENSE GRANT**

We appreciate hearing from you. Please be aware that by providing your Content to or through the Services, be it via email, posting via any CareerEco synchronization product, via the services and applications of others, or otherwise, including any of your Content that is transmitted to your CareerEco account by virtue of any CareerEco Companies product or service, reviews, questions, photographs or videos, comments, suggestions, ideas or the like contained in any of your Content, you grant the CareerEco Companies a nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable right to (a) host, use, reproduce, modify, run, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Content of yours throughout the world in any media, currently known or hereafter devised; (b) make your Content

available to the rest of the world and to let others do the same; (c) to provide, promote, and improve the Services and to make your Content shared on the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, promotion or publication of such Content of yours on other media and services, subject to CareerEco's Privacy Policy and this Agreement; and (d) use the name and/or trademark that you submit in connection with such Content of yours. You acknowledge that CareerEco may choose to provide attribution of your Content at CareerEco's discretion. You further grant the CareerEco Companies the right to pursue at law any person or entity that violates your or the CareerEco Companies' rights in your Content by a breach of this Agreement. You acknowledge and agree that your Content is non-confidential and non-proprietary. You further acknowledge, agree, and warrant that you own or have the necessary licenses, rights (including copyright and other proprietary rights), consents, and permissions to publish and otherwise use (and for the CareerEco Companies to publish and otherwise use) your Content as authorized under this Agreement.

To the extent that you retain any moral rights (including rights of attribution or integrity) in your Content, you hereby declare that, to the extent permitted by applicable law, (a) you do not require that any personally identifying information be used in connection with the Content, or any derivative works of or upgrades or updates thereto; (b) you have no objection to the publication, use, modification, deletion and exploitation of your Content by the CareerEco Companies or their licensees, successors and assigns; (c) you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of your Content; and (d) you forever release the CareerEco Companies and their licensees, successors and assigns, from any claims that you could otherwise assert against the CareerEco Companies including but not limited to by virtue of any such moral rights.

Note that any feedback and other suggestions you provide may be used by CareerEco without compensation or attribution at any time and we are under no obligation to keep them confidential.

The Services may contain discussion forums, bulletin boards, review services, or other avenues through which you may post your Content, such as reviews of products/services, messages, materials or other items ("Interactive Spaces"). If CareerEco provides such Interactive Spaces on the websites, you are solely responsible for your use of such Interactive Spaces and use them at your own risk. The CareerEco Companies do not guarantee any confidentiality with respect to any of your Content you provide to the Services or in any Interactive Area. To the extent that any entity that is one of the CareerEco Companies provides any form of private communication channel between Account Holders, you agree that such entity(ies) may monitor the substance of such communications in order to help safeguard CareerEco's community and the Services. You understand that the CareerEco Companies do not control or edit the user messages posted to or distributed through the Services, including through any chat rooms, bulletin boards or other communications forums, and will not be in any way responsible or liable for such communication. In particular, CareerEco does not edit or control users' Content

that appears on the Websites. The CareerEco Companies nevertheless reserve the right to remove any such communication or other Content from the Services without notice, where they believe in their sole discretion that such Content breaches this Agreement or otherwise believe the removal is reasonably necessary to safeguard the rights of the CareerEco Companies and/or other users of the Services. By using any Interactive Spaces, you expressly agree only to submit Content of yours that complies with CareerEco's published guidelines, as are in force at the time of submission and made available to you by CareerEco. You expressly agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Services any Content of yours that:

- a. Is false, unlawful, misleading, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing (or advocates harassment of another person), threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- b. Would constitute, encourage, promote or provide instructions for conduct of an illegal activity, a criminal offense, give rise to civil liability, violate the rights of any party in any country of the world, or that would otherwise create liability or violate any local, state, national or international law, including, without limitation, the regulations of the U.S. Securities and Exchange Commission (SEC) or any rules of any securities exchange, including but not limited to, the New York Stock Exchange (NYSE), the NASDAQ or the London Stock Exchange;
- c. Provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- d. May infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. In particular, content that promotes an illegal or unauthorized copy of another's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music or links to pirated music files;
- e. Is patently offensive to the online community, such as that which promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- f. Constitutes mass mailings or "spamming," "junk mail," "chain letters" or "pyramid schemes;"
- g. Impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity, including the CareerEco Companies;
- h. Is private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers. Note that an individual's surname (family name) may be posted to CareerEco's websites, but only where express permission of the identified individual has been secured beforehand;
- i. Contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- j. Include or facilitate the dissemination of viruses, corrupted data or other harmful, disruptive or destructive files;

- k. Is unrelated to the topic of the Interactive Area(s) in which such Content is posted;  
or
- l. In the sole judgment of CareerEco, (i) violates the previous subsections herein, (ii) violates CareerEco' related guidelines as made available to you by CareerEco, (iii) is objectionable, (iv) restricts or inhibits any other person from using or enjoying the Interactive Spaces or any other aspect of the Services, or (v) may expose any of the CareerEco Companies or their users to any harm or liability of any type.

The CareerEco Companies take no responsibility and assume no liability for any Content posted, stored, transmitted or uploaded to the Services by you (in the case of your Content) or any third party (in the case of any and all Content more generally), or for any loss or damage thereto, nor are the CareerEco Companies liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. As a provider of interactive services, CareerEco is not liable for any statements, representations or any other Content provided by its users (including you as to your Content) in the websites or any other forum. Although CareerEco has no obligation to screen, edit or monitor any of the Content posted to or distributed through any Interactive Area, CareerEco reserves the right, and has absolute discretion, to remove, screen, translate or edit without notice any Content posted or stored on the Services at any time and for any reason, or to have such actions performed by third parties on their behalf, and you are solely responsible for creating backup copies of and replacing any Content you post or otherwise submit to us or store on the Services at your sole cost and expense.

Any use of the Interactive Spaces or other aspects of the Services in violation of the foregoing violates the terms of this Agreement and may result in, among other things, termination or suspension of your rights to use the Interactive Spaces and/or the Services more generally.

## **LIABILITY DISCLAIMER**

PLEASE READ THIS SECTION CAREFULLY. THIS SECTION LIMITS THE CAREERECO COMPANIES' LIABILITY TO YOU FOR ISSUES THAT MAY ARISE IN CONNECTION WITH YOUR USE OF THE SERVICES. IF YOU DO NOT UNDERSTAND THE TERMS IN THIS SECTION OR ELSEWHERE IN THIS AGREEMENT, PLEASE CONSULT A LAWYER FOR CLARIFICATION BEFORE ACCESSING OR USING THE SERVICES.

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES PUBLISHED ON OR OTHERWISE PROVIDED VIA THE SERVICES MAY INCLUDE INACCURACIES OR ERRORS. THE CAREERECO COMPANIES DO NOT GUARANTEE THE ACCURACY OF, AND DISCLAIM ALL LIABILITY FOR, ANY ERRORS OR OTHER INACCURACIES RELATING TO THE INFORMATION AND DESCRIPTION OF THE PRODUCTS OR SERVICES DISPLAYED, DESCRIBED OR OFFERED ON THE SERVICES. IN ADDITION, THE CAREERECO COMPANIES EXPRESSLY RESERVE THE RIGHT TO

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CAREERECO MAKES NO REPRESENTATIONS OF ANY KIND REGARDING THE SUITABILITY OF THE SERVICES, INCLUDING THE INFORMATION CONTAINED ON ITS WEBSITES OR ANY PORTION THEREOF, FOR ANY PURPOSE, AND THE INCLUSION OR OFFERING OF ANY PRODUCTS OR SERVICE OFFERINGS ON ITS WEBSITES OR OTHERWISE THROUGH THE SERVICES DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCTS OR SERVICE OFFERINGS BY CAREERECO. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, AND SERVICE OFFERINGS MADE AVAILABLE BY OR THROUGH THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. CAREERECO DISCLAIMS ALL WARRANTIES, CONDITIONS, OR OTHER TERMS OF ANY KIND THAT THE SERVICES, ITS SERVERS OR ANY DATA (INCLUDING EMAIL) SENT FROM CAREERECO, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CAREERECO HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, AND THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OR TERMS OF ANY KIND AS TO OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET POSSESSION AND NON-INFRINGEMENT.

THE CAREERECO COMPANIES ALSO EXPRESSLY DISCLAIM ANY WARRANTY, REPRESENTATION, OR OTHER TERM OF ANY KIND AS TO THE ACCURACY OR PROPRIETARY CHARACTER OF THE CONTENT AVAILABLE BY AND THROUGH THE SERVICES.

SUBJECT TO THE FOREGOING, ANY USE OF THE SERVICES OCCURS AT YOUR OWN RISK AND IN NO EVENT SHALL THE CAREERECO COMPANIES (OR THEIR OFFICERS, DIRECTORS AND/OR EMPLOYEES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OR ANY LOSS OF INCOME, PROFITS, GOODWILL, DATA, CONTRACTS, USE OF MONEY, OR LOSS OR DAMAGES ARISING FROM OR CONNECTED IN ANY WAY TO BUSINESS INTERRUPTION OF ANY TYPE ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO, DISPLAY OF OR USE OF THE SERVICES OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY OR USE THE SERVICES (INCLUDING, BUT NOT LIMITED TO, YOUR RELIANCE UPON REVIEWS AND OPINIONS APPEARING ON OR THROUGH THE SERVICES; ANY VIRUSES, BUGS, TROJAN HORSES, INFORMATION, SOFTWARE, LINKED SITES, PRODUCTS, AND SERVICES OBTAINED THROUGH THE SERVICES; PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR USE OF THE SERVICES' SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT; OR OTHERWISE ARISING OUT OF THE ACCESS TO, DISPLAY OF OR USE OF THE

SERVICES) WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF CAREERECO OR ITS CORPORATE AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

If the CareerEco Companies are found liable for any loss or damage that arises out of or is in any way connected with your use of the Services, then the CareerEco Companies' liability will in no event exceed, in the aggregate, the greater of (a) the transaction fees paid to the CareerEco Companies for the transaction(s) on or through the Services giving rise to the claim, or (b) One-Hundred Dollars (US \$100.00).

The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose. The limitations of liability provided in these terms inure to the benefit of the CareerEco Companies.

THESE TERMS AND CONDITIONS AND FOREGOING LIABILITY DISCLAIMER DO NOT AFFECT MANDATORY LEGAL RIGHTS THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW, FOR EXAMPLE UNDER CONSUMER PROTECTION LAWS IN PLACE IN CERTAIN COUNTRIES.

IF THE LAW OF THE COUNTRY WHERE YOU LIVE DOES NOT ALLOW ANY PARTICULAR LIMITATION OR EXCLUSION OF LIABILITY PROVIDED FOR IN THIS CLAUSE, THAT LIMITATION WILL NOT APPLY. THE LIABILITY DISCLAIMER WILL OTHERWISE APPLY TO THE MAXIMUM EXTENT ALLOWED BY YOUR LOCAL LAW.

## **INDEMNIFICATION**

You agree to defend and indemnify the CareerEco Companies and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- (i) your breach of this Agreement or the documents referenced herein;
- (ii) your violation of any law or the rights of a third party; or
- (iii) your use of the Services, including the CareerEco Companies' websites.

## **LINKS TO THIRD-PARTY SITES**

The Services may contain hyperlinks to websites operated by parties other than the CareerEco Companies. Such hyperlinks are provided for your reference only. The CareerEco Companies do not control such websites and are not responsible for their contents or the privacy or other practices of such websites. Further, it is up to you to take

precautions to ensure that whatever links you select or software you download (whether from this or any other website) is free of such items as viruses, worms, trojan horses, defects and other items of a destructive nature. The CareerEco Companies' inclusion of hyperlinks to such websites does not imply any endorsement of the material on such third-party websites or apps or any association with their operators.

In some cases, you may be asked by a third-party site or app to link your CareerEco account profile to a profile on another third-party site. You are responsible for deciding if you choose to do so, it is purely optional, and the decision to allow this information to be linked can be disabled (with the third-party site or app) at any time. If you do choose to link your CareerEco account to a third-party site or app, the third-party site or app will be able to access the information you have stored on your CareerEco account, including information regarding other users with whom you share information. You should read the terms and conditions and privacy policy of the third-party sites and apps that you visit as they have rules and permissions about how they use your information that may differ from the Services, including CareerEco's websites. We encourage you to review these third-party sites and apps and to use them at your own risk.

## **SOFTWARE AS PART OF SERVICES; ADDITIONAL MOBILE LICENSES**

Software from the Services may be subject to United States export controls. No software from the Services may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) Cuba, Iraq, Sudan, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods, or (b) to anyone on the U.S. Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By using the Services, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

As noted above, the Services include software, which at times may be referred to as "apps." Any software that is made available to download from the Services ("Software") is the copyrighted work of CareerEco or other party as identified. Your use of such Software is governed by the terms of the end user license agreement, if any, which accompanies, or is included with, the Software. You may not install or use any Software that is accompanied by or includes a license agreement unless you first agree to the terms of such license agreement. For any Software made available for download by way of the Services and which is not accompanied by a license agreement, CareerEco hereby grant to you, the user, a limited, personal, nontransferable license to use the Software for viewing and otherwise using the Services in accordance with this Agreement's terms and conditions (including those policies referenced herein) and for no other purpose.

Please note that the Software, including, without limitation, all HTML, XML, Java code and Active X controls contained in the Services, is owned or licensed by CareerEco, and is protected by copyright laws and international treaty provisions. Any reproduction or redistribution of the Software is expressly prohibited and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED. THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE AGREEMENT OR THIS AGREEMENT (AS APPLICABLE).

## **COPYRIGHT AND TRADEMARK NOTICES**

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All rights reserved. CareerEco is not responsible for content on websites operated by parties other than CareerEco.

## **Notice and Take-Down Policy for Illegal Content**

CareerEco operates on a "notice and takedown" basis. If you have any complaints or objections to Content, including user messages posted on the Services, or if you believe that material or content posted on the Services infringes a copyright that you hold, please contact us immediately by following CareerEco's notice and takedown procedure. Once this procedure has been followed, CareerEco will respond to valid and properly substantiated complaints by making reasonable efforts to remove manifestly illegal content within a reasonable time.

## **MODIFICATIONS TO THE SERVICES; TERMINATION**

CareerEco may change, add or delete these terms and conditions of this Agreement or any portion thereof from time to time in its sole discretion where CareerEco deems it necessary for legal, general regulatory and technical purposes, or due to changes in the Services provided or nature or layout of Services. Thereafter, you expressly agree to be bound by the terms and conditions of this Agreement, as amended.

The CareerEco Companies may change, suspend or discontinue any aspect of the Services at any time, including availability of any of the Services' features, databases or Content. The CareerEco Companies may also impose limits or otherwise restrict your

access to all or parts of the Services without notice or liability for technical or security reasons, to prevent against unauthorized access, loss of, or destruction of data or where CareerEco and/or its corporate affiliates consider(s) in its/their sole discretion that you are in breach of any provision of this Agreement or of any law or regulation and where CareerEco and/or its corporate affiliates decide to discontinue providing any aspect of the Services.

YOUR CONTINUED USE OF THE SERVICES NOW, OR FOLLOWING THE POSTING OF ANY SUCH NOTICE OF ANY CHANGES, WILL INDICATE ACCEPTANCE BY YOU OF SUCH MODIFICATIONS.

CareerEco may terminate this Agreement with you at any time, without advanced notice, where it believes in good faith that you have breached this Agreement or otherwise believes that termination is reasonably necessary to safeguard the rights of the CareerEco Companies and/or others users of the Services. That means that CareerEco may stop providing you with Services.

## **JURISDICTION AND GOVERNING LAW**

This website is owned and controlled by Infobase Holdings, Inc. d/b/a CareerEco, a Delaware Corporation located in the United States. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the State of Delaware, USA. You hereby consent to the exclusive jurisdiction and venue of courts in and/or for New Castle County, Delaware, USA and stipulate to the fairness and convenience of proceedings in such courts for all disputes, both contractual and non-contractual, arising out of or relating to the use of the Services by you or any third party. You agree that all claims you may have against CareerEco arising from or relating to the Services must be heard and resolved in a court of competent subject matter jurisdiction located in the State of Delaware. Use of the Services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph. Nothing in this clause shall limit the right of CareerEco to take proceedings against you in any other court, or courts, of competent jurisdiction. The foregoing shall not apply to the extent that applicable law in your country of residence requires application of another law and/or jurisdiction – in particular, if you are using the Services as a consumer - and this cannot be excluded by contract and will not be governed by the United Nations Conventions on Contracts for the International Sale of Goods, if otherwise applicable. If you use the Services as a consumer, and not as a business or Business Representative, you may be entitled to bring claims against CareerEco in the Courts of your country of residence. This clause shall otherwise apply to the maximum extent allowed in your country or residence.

## **GENERAL PROVISIONS**

CareerEco reserve the right to reclaim any username, account name, nickname, handle or any other user identifier for any reason without liability to you.

You agree that no joint venture, agency, partnership, or employment relationship exists between you and CareerEco and/or its corporate affiliates as a result of this Agreement or use of the Services.

CareerEco's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement limits CareerEco's right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of the Services or information provided to or gathered by us with respect to such use. To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of the Services within two (2) years from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions in this Agreement shall continue in effect.

This Agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between you and CareerEco with respect to the Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and CareerEco with respect to the Services. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

The following sections shall survive any termination of this Agreement:

- Additional Products
- Prohibited Activities
- User Content and Use of Other Interactive Spaces; License Grant
- Liability Disclaimer
- Indemnification
- Software as Part of Services
- Copyright and Trademark Notices
- Notice and Take-Down Policy for Illegal Content
- Modifications to the Services; Termination
- Jurisdictions and Governing Law
- General Provisions
- Service Help

The terms and conditions of this Agreement are available in the language of the CareerEco websites and/or apps on which Services may be accessed.

The websites and/or apps on which Services may be accessed may not always be updated on a periodic or regular basis and consequently are not required to register as editorial product under any relevant law.

Fictitious names of companies, products, people, characters, and/or data mentioned in, on or through the Services are not intended to represent any real individual, company, product, or event.

Nothing in this Agreement shall be deemed to confer any third-party rights or benefits, save that CareerEco's corporate affiliates shall be deemed express third-party beneficiaries of this Agreement.

You are prohibited from transferring any of your rights or obligations under this Agreement to anyone else without CareerEco's consent.

Any rights not expressly granted herein are reserved.

## **SERVICE HELP**

For answers to your questions or ways to contact us, visit CareerEco's [Help Center](#). Or, you can write to us at:

Infobase Holdings, Inc. d/b/a CareerEco  
8 The Green, Suite 19225  
Dover, DE 19901

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Last updated: May 28, 2025.