



These Terms & Conditions were established and effective effective from May 2014.

Terms & Conditions

This page states the Terms & Conditions ("Terms") under which you ("You") may use the SouthbayCareers Site it's Services (each as defined below).

These Terms constitute a binding agreement between You and SouthbayCareers, Inc. or the SouthbayCareers company operating the Web site for the country in which You live or in which business is headquartered ("SouthbayCareers"), and are deemed accepted by You each time that You use or access any SouthbayCareers or SouthbayCareers Services. If You do not accept the Terms stated here, do not use the SouthbayCareers and the SouthbayCareers Services.

SouthbayCareers may revise these Terms at any time by posting an updated version to this Web page. You should visit this page periodically to review the most current Terms because they are binding on You.

Users who violate these Terms may have their access and use of the SouthbayCareers site suspended or terminated, at SouthbayCareers discretion.

You must be 16 years of age or older to visit or use the SouthbayCareers site in any manner, and, if under the age of 18 or the age of majority as that is defined in Your jurisdiction, must use any SouthbayCareers Site under the supervision of a parent, legal guardian, or other responsible adult.

You may not use the SouthbayCareers Content or Profiles to determine a consumer's eligibility for: (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit.

1. Use of Monster Content.

SouthbayCareers authorizes you, subject to these Terms, to access and use the SouthbayCareers Site and the SouthbayCareers Content (as defined below) and to download and print the content available on or from the SouthbayCareer site solely for your personal, non-commercial use. The contents of the SouthbayCareers site, such as designs, text, graphics, images, video, information, logos, button icons, software, audio files and other SouthbayCareers content (collectively, "SouthbayCareers Content"), are protected under copyright, trademark and other laws. All SouthbayCareers Content is the property of SouthbayCareers or its licensors. The compilation (meaning the collection, arrangement and assembly) of all content on the SouthbayCareers Site is the exclusive property of SouthbayCareers and is protected by copyright, trademark, and other laws. Unauthorized use of the SouthbayCareers Content may violate these laws and/or applicable communications regulations and statutes, and is strictly prohibited. You must preserve all copyright,

trademarks, service mark and other proprietary notices contained in the original SouthbayCareers Content on any authorized copy You make of the SouthbayCareers Content.

Any code that SouthbayCareers creates to generate or display any SouthbayCareers Content or the pages making up any SouthbayCareers Site is also protected by SouthbayCareers copyright and You may not copy or adapt such code subject to applicable law.

You agree not to sell or modify the SouthbayCareers Content or reproduce, display, publicly perform, distribute, or otherwise use the SouthbayCareers Content in any way for any public or commercial purpose, in connection with products or services that are not those of the SouthbayCareers site, in any other manner that is likely to cause confusion among consumers, that disparages or discredits SouthbayCareers or its licensors, that dilutes the strength of SouthbayCareers or its licensor's property, or that otherwise infringes SouthbayCareers or its licensor's intellectual property rights. You further agree to in no other way misuse SouthbayCareers Content. The use of the SouthbayCareers Content on any other application, web site or in a networked computer environment for any purpose is prohibited. Any code that SouthbayCareers creates to generate or display any SouthbayCareers Content or the pages making up any Application or Service is also protected by SouthbsyCareers copyright and you may not copy or adapt such code.

2. Use of the Monster Services.

The job posting, CV database ("SouthbayCareers CV Database") and other features of the SouthbayCareers Site may be used only by individuals seeking employment and/or career information and by employers seeking employees. In addition, SouthbayCareers Networking and Profiles may be used by individuals for permitted professional and personal networking purposes. Your use of the SouthbayCareers Services is also subject to any other contracts You may have with SouthbayCareers. In the case of any conflict between these Terms and any contract you have with SouthbayCareers, the terms of your contract will prevail. The term "post" as used herein shall mean information that You submit, publish or display on the SouthbayCareers Site

All SouthbayCareers Users agree to not:

(a) transmit, post, distribute, store or destroy material, including without limitation SouthbayCareers Content, in violation of any applicable law or regulation, including but not limited to laws or regulations governing the collection, processing, or transfer of personal information, or in breach of SouthbayCareers privacy policy;

(b) take any action that imposes an unreasonable or disproportionately large load on any SouthbayCareers Site's infrastructure;

(c) use any device to navigate or search the SouthbayCareers Site other than the tools available on the Site, generally available third party web browsers, or other tools approved by SouthbayCareers;

(d) use any data mining, robots or similar data gathering or extraction methods;

(e) violate or attempt to violate the security of the SouthbayCareers site including attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;

(f) forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting;

(g) reverse engineer or decompile any parts of the SouthbayCareers site;

- (h) Aggregate, copy or duplicate in any manner any of the SouthbayCareers Content or information available from any SouthbayCareers Site, including expired job postings, other than as permitted by these Terms;
- (i) Frame or link to any SouthbayCareers Content or information available from any SouthbayCareers Site, unless permitted by these Terms;
- (j) post any content or material that promotes or endorses false or misleading information or illegal activities, or endorses or provides instructional information about illegal activities or other activities prohibited by these Terms, such as making or buying illegal weapons, violating someone's privacy, providing or creating computer viruses or pirating media;
- (k) Post any CV or Profile, or apply for any job on behalf of another party;
- (l) Defer any contact from an employer to any agent, agency, or other third party;
- (m) Set more than one copy of the same CV to visible at any one time;
- (n) Share with a third party any login credentials to any SouthbayCareers Site;
- (o) Access data not intended for You or logging into a server or account which You are not authorized to access;
- (p) Post or submit to any SouthbayCareers Site any incomplete, false or inaccurate biographical information or information which is not Your own;
- (q) Post content that contains restricted or password-only access pages, or hidden pages or images;
- (r) Solicit passwords or personally identifiable information from other Users;
- (s) Delete or alter any material posted by any other person or entity;
- (t) Harass, incite harassment or advocate harassment of any group, company, or individual;
- (u) send unsolicited mail or email, make unsolicited phone calls or send unsolicited faxes promoting and/or advertising products or services to any User, or contact any users that have specifically requested not to be contacted by You;
- (v) attempt to interfere with service to any User, host or network, including, without limitation, via means of submitting a virus to any SouthbayCareers Site, overloading, "flooding", "spamming", "mailbombing" or "crashing";
- (w) promote or endorse an illegal or unauthorized copy of another person's copyrighted work, such by as providing or making available pirated computer programs or links to them, providing or making available information to circumvent manufacture-installed copy-protect devices, or providing or making available pirated music or other media or links to pirated music or other media files;
- (x) use the SouthbayCareers Services for any unlawful purpose or any illegal activity, or post or submit any content, CV, or job posting that is defamatory, libelous, implicitly or explicitly offensive, vulgar, obscene, threatening, abusive, hateful, racist, discriminatory, of a menacing character or likely to cause annoyance, inconvenience, embarrassment, anxiety or could cause harassment to any person or include any links to pornographic, indecent or sexually explicit material of any kind, as determined by SouthbayCareers discretion; or

(y) post any CV which is not a genuine CV and which attempts to advertise or promote products or services.

Violations of system or network security may result in civil and/or criminal liability. SouthbayCareers will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

You are responsible for maintaining the confidentiality of Your account, Profile and passwords, as applicable. You may not share Your password or other account access information with any other party, temporarily or permanently, and You shall be responsible for all uses of Your SouthbayCareers Site registrations and passwords, whether or not authorized by You. You agree to immediately notify SouthbayCareers of any unauthorized use of Your account, Profile, or passwords.

3. Additional Terms Applicable to Employers.

Employers are solely responsible for their postings on SouthbayCareers Sites. SouthbayCareers is not to be considered to be an employer with respect to Your use of any SouthbayCareers Site and SouthbayCareers shall not be responsible for any employment decisions, for whatever reason, made by any entity posting jobs on any SouthbayCareers Site.

You understand and acknowledge that if You cancel Your employer account or Your employer account is terminated, all Your account information from SouthbayCareers, including saved CVs, network contacts, and email mailing lists, will be marked as deleted in and may be deleted from SouthbayCareers databases. Information may continue to be available for some period of time because of delays in propagating such deletion through SouthbayCareers web servers.

In order to protect our SouthbayCareers Users from commercial advertising or solicitation, SouthbayCareers reserves the right to restrict the number of e-mails which an employer may send to Users to a number which SouthbayCareers deems appropriate in its sole discretion. You shall use the SouthbayCareers Networking and Profiles in accordance with all applicable privacy and data protection laws.

Job postings

A Job posting may not contain:

- (a) Any hyperlinks, other than those specifically authorised by SouthbayCareers;
- (b) Misleading, unreadable, or "hidden" keywords, repeated keywords or keywords that are irrelevant to the job opportunity being presented, as determined in SouthbayCareers reasonable discretion;
- (c) The names, logos or trademarks of unaffiliated companies other than those of your customer save where expressly agreed by SouthbayCareers;
- (d) The names of colleges, cities, states, towns or countries that are unrelated to the posting;
- (e) More than one job or job description, more than one location, or more than one job category, unless the product so allows;
- (f) Inaccurate, false, or misleading information; and

(g) Material or links to material that exploits people in a sexual, violent or other manner, or solicits personal information from anyone under 16.

You may not use Your SouthbayCareers job posting or SouthbayCareers to:

(a) post jobs in a manner that does not comply with applicable local, national and international laws, including but not limited to laws relating to labour and employment, equal employment opportunity and employment eligibility requirements, data privacy, data access and use, and intellectual property;

(b) Post jobs that require citizenship of any particular country or lawful permanent residence in a country as a condition of employment, unless otherwise required in order to comply with law, regulations, executive order, or federal, state or local government contract;

(c) Post jobs that include any screening requirement or criterion in connection with a job posting where such requirement or criterion is not an actual and legal requirement of the posted job;

(d) With respect to Profiles, determine a consumer's eligibility for: (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit;

(e) Post jobs or other advertisements for competitors of SouthbayCareers or post jobs or other content that contains links to any site competitive with SouthbayCareers;

(f) Sell, promote or advertise products or services;

(g) Post any franchise, pyramid scheme, "club membership", distributorship, multi-level marketing opportunity, or sales representative agency arrangement;

(h) Post any business opportunity that requires an up front or periodic payment or requires recruitment of other members, sub-distributors or sub-agents;

(i) post any business opportunity that pays commission only unless the posting clearly states that the available job pays commission only and clearly describes the product or service that the job seeker would be selling;

(j) Promote any opportunity that does not represent bona fide employment;

(k) Post jobs on any Monster Site for modelling, acting, talent or entertainment agencies or talent scouting positions;

(l) Advertise sexual services or seek employees for jobs of a sexual nature;

(m) Request the use of human body parts or the donation of human parts, including, without limitation, reproductive services such as egg donation and surrogacy;

(n) Endorse a particular political party, political agenda, political position or issue;

(o) Promote a particular religion;

(p) Post jobs located in countries subject to economic sanctions of the United States Government; and

(q) Except where allowed by applicable law, post jobs which require the applicant to provide information relating to his/her (i) racial or ethnic origin (ii) political beliefs (iii) philosophical or religious

beliefs (iv) membership of a trade union (v) physical or mental health (vi) sexual life (vii) the commission of criminal offences or proceedings or (viii) age.

SouthbayCareers reserves the right to remove any job posting or content from any SouthbayCareers Site, which in the reasonable exercise of SouthbayCareers discretion, does not comply with the above Terms, or if any content is posted that SouthbayCareers believes is not in the best interest of SouthbayCareers.

If at any time during your use of the SouthbayCareers Services, You made a misrepresentation of fact to SouthbayCareers or otherwise misled SouthbayCareers in regards to the nature of Your business activities, SouthbayCareers will have grounds to terminate Your use of the SouthbayCareers Services.

CV Database

Use of the SouthbayCareers CV Database by Employers

You shall use the SouthbayCareers Resume Database as provided in these Terms and in any contract You have with SouthbayCareers. You shall use the SouthbayCareers Resume Database in accordance with all applicable privacy and data protection laws, and You agree You shall not further disclose any of the data from SouthbayCareers Resume Database to any third party, unless You are an authorized recruitment agency, staffing agency, advertising or other agency or using the resume explicitly for employment purposes.

You shall use the SouthbayCareers CV Database as provided in these Terms and in any contract You have with SouthbayCareers. You shall use the SouthbayCareers CV Database in accordance with all applicable privacy and data protection laws, and You agree You shall not further disclose any of the data from SouthbayCareers CV Database to any third party, unless You are an authorized recruitment agency, staffing agency, advertising or other agency or using the CV explicitly for employment purposes.

You shall take appropriate physical, technical, and administrative measures to protect the data You have obtained from SouthbayCareers CV Database from loss, misuse, unauthorized access, disclosure, alteration or destruction. You shall not share CV Database seat-based license login credentials with any other party, nor share CV Database pay-per-view license login credentials with any party.

The SouthbayCareers CV Database shall not be used:

(a) for any purpose other than as an employer seeking employees, including but not limited to advertising promotions, products, or services to any CV holders;

b) to make unsolicited phone calls or faxes or send unsolicited mail, email, or newsletters to CV holders or to contact any individual unless they have agreed to be contacted (where consent is required or, if express consent is not required, who has informed you that they do not want to be contacted); or

(c) to source candidates or to contact job seekers or CV holders in regards to career fairs and business opportunities prohibited by Section 3.

In order to ensure a safe and effective experience for all of our customers, SouthbayCareers reserves the right to limit the amount of data (including CV views) that may be accessed by

You in any given time period. These limits may be amended in SouthbayCareers sole discretion from time to time.

4. Additional terms applicable to Job Seekers.

When You register with any SouthbayCareers Site, You will be asked to create an account and provide SouthbayCareers with certain information including, without limitation, a valid email address (Your "Information").

Any Profile you submit must be accurate and describe You, an individual person. The Profile requires standard fields to be completed and you may not include in these fields any telephone numbers, street addresses, email addresses or other means of contacting You, other than Your last name and URLs.

You acknowledge and agree that You are solely responsible for the form, content and accuracy of any CV or material contained therein placed by You on the SouthbayCareers Sites.

SouthbayCareers reserves the right to offer third party services and products to You based on the preferences that You identify in Your registration and at any time thereafter or you have agreed to receive, such offers may be made by SouthbayCareers or by third parties. Please see SouthbayCareers [Privacy Policy](#), for further details regarding Your Information.

You understand and acknowledge that You have no ownership rights in Your account and that if You cancel Your SouthbayCareers account or Your SouthbayCareers account is terminated, all Your account information from SouthbayCareers, including CVs, Profiles, cover letters, saved jobs, questionnaires will be marked as deleted in and may be deleted from SouthbayCareers databases and will be removed from any public area of the SouthbayCareers Sites. Information may continue to be available for some period of time because of delays in propagating such deletion through SouthbayCareers web servers. In addition, third parties may retain saved copies of Your Information.

SouthbayCareers reserves the right to delete Your account and all of Your Information after a significant duration of inactivity.

5. User Content and Submissions.

You understand that all information, data, text, software, music, sound, photographs, graphics, video, advertisements, messages or other materials submitted, posted or displayed by You on or through a SouthbayCareers Site ("User Content") is the sole responsibility of the person from which such User Content originated. SouthbayCareers claims no ownership or control over any User Content. You or a third party licensor, as appropriate, retain all patent, trademark and copyright to any User Content you submit, post or display on or through SouthbayCareers and you are responsible for protecting those rights, as appropriate. By submitting, posting or displaying User Content on or through SouthbayCareers, you grant SouthbayCareers a worldwide, non-exclusive, royalty-free, transferable, sub-licensable license to use, reproduce, adapt, distribute and publish such User Content through SouthbayCareers. In addition, by submitting, posting or displaying User Content which is intended to be available to the general public, you grant SouthbayCareers a worldwide, non-exclusive, royalty-free license to reproduce, adapt, distribute and publish such User Content for the purpose of promoting SouthbayCareers and its services. SouthbayCareers will discontinue this licensed use within a commercially reasonable period after such User Content is removed from SouthbayCareers. SouthbayCareers reserves the right to refuse to accept, post, display or transmit any User Content in its sole discretion.

You also represent and warrant that You have the right to grant, or that the holder of any rights, including moral rights in such content has completely and effectively waived all such rights and validly and irrevocably granted to You the right to grant, the license stated above. If You post User Content in any public area of any SouthbayCareers Site, You also permit any User to access, display, view, store and reproduce such User Content for personal use. Subject to the foregoing, the owner of such User Content placed on any SouthbayCareers Site retains any and all rights that may exist in such User Content. SouthbayCareers may review and remove any User Content that, in its sole judgment, violates these Terms, violates applicable laws, rules or regulations, is abusive, disruptive, offensive or illegal, or violates the rights of, or harms or threatens the safety of, Users of any SouthbayCareers Site. SouthbayCareers reserves the right to expel Users and prevent their further access to the SouthbayCareers Sites and/or use of SouthbayCareers Services for violating the Terms or applicable laws, rules or regulations. SouthbayCareers may take any action with respect to User Content that it deems necessary or appropriate in its sole discretion if it believes that such User Content could create liability for SouthbayCareers, damage SouthbayCareers brand or public image, or cause SouthbayCareers to lose Users or (in whole or in part) the services of its ISPs or other suppliers.

SouthbayCareers does not represent or guarantee the truthfulness, accuracy, or reliability of User Content, derivative works from User Content, or any other communications posted by Users nor does SouthbayCareers endorse any opinions expressed by Users. You acknowledge that any reliance on material posted by other Users will be at Your own risk.

The following is a partial list of User Content that is prohibited on the Application. The list below is for illustration only and is not a complete list of all prohibited User Content.

Content that:

- is implicitly or explicitly offensive, such as User Content that engages in, endorses or promotes racism, bigotry, discrimination, hatred or physical harm of any kind against any group or individual;
- harasses, incites harassment or advocates harassment of any group or individual;
- involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing, "spamming" or "phishing";
- promotes or endorses false or misleading information or illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- promotes or endorses an illegal or unauthorized copy of another person's copyrighted work, such as providing or making available pirated computer programs or links to them, providing or making available information to circumvent manufacture-installed copy-protect devices, or providing or making available pirated music or other media or links to pirated music or other media files;
- contains restricted or password only access pages, or hidden pages or images;
- displays or links to pornographic, indecent or sexually explicit material of any kind;
- provides or links to material that exploits people under the age of 18 in a sexual, violent or other manner, or solicits personal information from anyone under 18; or
- provides instructional information about illegal activities or other activities prohibited by these Terms, including without limitation, making or buying illegal weapons, violating someone's privacy, providing or creating computer viruses or pirating any media; and
- solicits passwords or personal identifying information from other Users.

Any Profile You submit must describe You, an individual person. Examples of inappropriate and prohibited Profiles include, but are not limited to, Profiles that purport to represent an animal, place, inanimate object, fictional character, or real individual that is not You.

You may not include, in any User Content submitted to SouthbayCareers Networking, information that may be interpreted as a direct solicitation, advertisement or recruitment for an available job position directed to individuals seeking employment on either a full time or part time basis. In order to protect our SouthbayCareers Community Users from commercial advertising or solicitation, SouthbayCareers reserves the right to restrict the number of e-mails or other messages which a User may send to other Users to a number which SouthbayCareers deems appropriate in its sole discretion.

Profiles derived from User Content may also be made available through the SouthbayCareers Sites. SouthbayCareers does not make any representations regarding the accuracy or validity of such derived works or their appropriateness for evaluation by employers. Derived Profiles may differ significantly from User Content.

We appreciate hearing from our Users and welcome Your comments regarding our services and the SouthbayCareers Sites. Please be advised, however, that our policy does not permit us to accept or consider creative ideas, suggestions, inventions or materials other than those which we have specifically requested. While we do value Your feedback on our services, please be specific in Your comments regarding our services and do not submit creative ideas, inventions, suggestions, or materials. If, despite our request, You send us creative suggestions, ideas, drawings, concepts, inventions, or other information (collectively the "Submission"), the Submission shall be the property of SouthbayCareers or in the alternative, where SouthbayCareers cannot exclusively own all rights in the Submission, You hereby grant SouthbayCareers a royalty free irrevocable and perpetual license to use the Submission and SouthbayCareers shall be entitled to unrestricted use of the Submission for any purpose whatsoever, commercial or otherwise, without compensation to You or any other person. None of the Submission shall be subject to any obligation of confidentiality on our part and we shall not be liable for any use or disclosure of any Submission.

6. Notification Of Claimed Copyright or Trademark Infringement.

If You believe that Your copyrighted work or trademark has been uploaded, posted or copied to any SouthbayCareers Site and is accessible on such SouthbayCareers Site in a way that constitutes copyright or trademark infringement, please contact SouthbayCareers by email at

7. Termination following Infringement of The Copyright Or Other Intellectual Property Rights Of Others.

SouthbayCareers respects the intellectual property of others, and we ask our Users and content partners to do the same. The unauthorized posting, reproduction, copying, distribution, modification, public display or public performance of copyrighted works constitutes infringement of the copyright owners rights. As a condition to Your use of the SouthbayCareers Sites, You agree not to use any SouthbayCareers Site to infringe the intellectual property rights of others in any way. SouthbayCareers reserves the right to terminate the accounts of any Users, and block access to the SouthbayCareers Sites of any Users who are repeat infringers of the copyrights, or other intellectual property rights, of others. SouthbayCareers reserves the right, in its sole discretion, to take these actions to limit access to the Site and/or terminate the accounts of any time, in our sole discretion Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement, with or without

notice, and without any liability to the User who is terminated or to the User whose access is blocked. Notwithstanding the foregoing, in the event that You believe in good faith that a notice of copyright infringement has been wrongly filed against You, please contact contact SouthbayCareers as set out in Section 6 above.

8. SouthbayCareers Liability.

The SouthbayCareers Sites act as, among other things, venues for (i) employers to post job opportunities and search for and evaluate job candidates and (ii) candidates to post CVs and Profiles and search for and evaluate job opportunities. SouthbayCareers does not screen or censor the listings, including Profiles offered. SouthbayCareers is not involved in, and does not control, the actual transaction between employers and candidates. As a result, SouthbayCareers is not responsible for User Content, the quality, safety or legality of the jobs or CVs posted, the truth or accuracy of the listings, the ability of employers to offer job opportunities to candidates or the ability of candidates to fill job openings and SouthbayCareers makes no representations about any jobs, CVs or User Content on the SouthbayCareers Sites. While SouthbayCareers reserves the right in its sole discretion to remove User Content, job postings, CVs or other material from the SouthbayCareers Sites from time to time, SouthbayCareers does not assume any obligation to do so and to the fullest extent permitted by law, disclaims any liability for failing to take any such action.

SouthbayCareers Networking provides a venue for individuals to network for professional and personal purposes and SouthbayCareers does not screen or censor the Profiles or User Content on the SouthbayCareers Sites. SouthbayCareers is not involved in the actual communications between Users. As a result, SouthbayCareers has no control over the accuracy, reliability, completeness, or timeliness of the Profiles or User Content submitted on the SouthbayCareers Sites and makes no representations about any Profile or User Content on the SouthbayCareers Sites.

Note that there are risks, including but not limited to the risk of physical harm, of dealing with strangers, underage persons or people acting under false pretenses. You assume all risks associated with dealing with other users with whom you come in contact through the SouthbayCareers Sites. By its very nature other people's information may be offensive, harmful or inaccurate, and in some cases will be mislabelled or deceptively labeled. We expect that you will use caution and common sense when using the SouthbayCareers Sites.

Because User authentication on the Internet is difficult, SouthbayCareers cannot and does not confirm that each User is who they claim to be. Because we do not and cannot be involved in User-to-User dealings or control the behaviour of participants on any SouthbayCareers Site, in the event that You have a dispute with one or more Users, You release SouthbayCareers (and our agents and employees) from claims, demands and damages (actual and consequential and direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes to the fullest extent permitted by law.

The SouthbayCareers Sites and the SouthbayCareers Content may contain inaccuracies or typographical errors. SouthbayCareers makes no representations about the accuracy, reliability, completeness, or timeliness of any SouthbayCareers Site or the Content. The use of all SouthbayCareers Sites and the SouthbayCareers Content is at your own risk. Changes are periodically made to SouthbayCareers Sites and may be made at any time. SouthbayCareers cannot guarantee and does not promise any specific results from use of any SouthbayCareers Site. No advice or information, whether oral or written, obtained by a User from SouthbayCareers or through or from any SouthbayCareers Site shall create any warranty not expressly stated herein.

If You are a California resident, You waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favour at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

If you are a Polish resident, you acknowledge that on the basis of Article 558 ss 1 of the Polish Civil Code, SouthbayCareers warranty for the physical and legal defects of the offered products/services is excluded.

SouthbayCareers encourages you to keep a back-up copy of any of Your User Content. To the extent permitted by law, in no event shall SouthbayCareers be liable for the deletion, loss, or unauthorized modification of any User Content.

SouthbayCareers does not provide or make any representation as to the quality or nature of any of the third party products or services purchased through any SouthbayCareers Site, or any other representation, warranty or guaranty. Any such undertaking, representation, warranty or guaranty would be furnished solely by the provider of such third party products or services, under the terms agreed to by the provider.

If you believe that something on the Site violates these Terms please contact our designated agent set forth in Section 6 above.

If notified of any content or other materials which allegedly do not conform to these Terms, SouthbayCareers may in its sole discretion investigate the allegation and determine whether to remove or request the removal of the content. SouthbayCareers has no liability or responsibility to Users for performance or non-performance of such activities.

9. Disclaimer of Warranty.

TO THE FULLEST EXTENT POSSIBLE BY LAW, SOUTHBAYCAREERS DOES NOT WARRANT THAT ANY SOUTHBAYCAREERS SITE OR ANY SOUTHBAYCAREERS SERVICES WILL OPERATE ERROR-FREE OR THAT ANY SOUTHBAYCAREERS SITE AND ITS SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF ANY SOUTHBAYCAREERS SITE OR THE SOUTHBAYCAREERS CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA OR ANY OTHER COSTS, SOUTHBAYCAREERS IS NOT RESPONSIBLE FOR THOSE COSTS. THE SOUTHBAYCAREERS SITES AND SOUTHBAYCAREERS CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. MONSTER, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOUTHBAYCAREERS MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE SOUTHBAYCAREERS CONTENT, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS.

10. Disclaimer of Consequential Damages.

TO THE FULLEST EXTENT POSSIBLE BY LAW, IN NO EVENT SHALL SOUTHBAYCAREERS, ITS SUPPLIERS, OR ANY THIRD PARTIES MENTIONED ON ANY SOUTHBAYCAREERS SITE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA, LOST EMPLOYMENT OPPORTUNITY OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE ANY SOUTHBAYCAREERS SITE AND THE

SOUTHBAYCAREERS CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MONSTER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Limitation of Liability.

TO THE FULLEST EXTENT POSSIBLE BY LAW, SOUTHBAYCAREERS MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH ANY SOUTHBAYCAREERS SITE OR YOUR USE OF THE SOUTHBAYCAREERS CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED \$100.

12. Links to Other Sites.

The SouthbayCareers Sites contain links to third party Web sites. These links are provided solely as a convenience to you and not as an endorsement by SouthbayCareers of the contents on such third-party Web sites. SouthbayCareers is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party Web sites. If you decide to access linked third-party Web sites, you do so at Your own risk.

13. No Resale or Unauthorized Commercial Use.

You agree not to resell or assign Your rights or obligations under these Terms. You also agree not to make any unauthorized commercial use of any SouthbayCareers Site.

14. Indemnity.

You agree to defend, indemnify, and hold harmless SouthbayCareers, its affiliates, and their respective officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) any User Content or other material You provide to any SouthbayCareers Site, (ii) Your use of any SouthbayCareers Content, or (iii) Your breach of these Terms. Monster shall provide notice to you promptly of any such claim, suit, or proceeding.

15. General.

SouthbayCareers makes no claims or representations that the SouthbayCareers Content may be lawfully viewed or accessed outside of the United States of America. Access to the SouthbayCareers Content may not be legal by certain persons or in certain countries. If you access any SouthbayCareers Site You do so at Your own risk and are responsible for compliance with the laws of Your jurisdiction. Any software downloaded from any SouthbayCareers Site is further subject to United States export control laws, and may not be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods or (ii) to any individual or entity on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using such software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country, individual, or entity on any such list.

These Terms are governed by the laws of the United States. Jurisdiction for any claims arising under this agreement shall lie exclusively with the American courts. If any provisions of these Terms are found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and

effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term. In addition, SouthbayCareers failure to enforce any term of these Terms shall not be deemed as a waiver of such term or otherwise affect SouthbayCareers ability to enforce such term at any point in the future. Except as expressly provided in an additional agreement, additional Terms for certain areas of the SouthbayCareers Sites including the SouthbayCareers Privacy Policy software license or material on particular pages on the SouthbayCareers Sites, these Terms constitute the entire agreement between You and SouthbayCareers with respect to the use of the SouthbayCareers Sites. No changes to these Terms shall be made except by a revised posting on this page.

16. Additional Terms.

Certain areas of the SouthbayCareers Sites are subject to additional Terms. By using such areas, or any part thereof, you agree to be bound by the additional Terms applicable to such areas.

17. Mobile Services.

If you use the SouthbayCareers Sites through a mobile device, you agree that information about Your use of the SouthbayCareers Sites through Your mobile device and carrier may be communicated to us, including but not limited to Your mobile carrier, Your mobile device, or Your physical location. In addition, use of the SouthbayCareers Sites through a mobile device may cause data to be displayed on and through your mobile device. By accessing the SouthbayCareers Sites using a mobile device, you represent that to the extent you import any of Your SouthbayCareers data to your mobile device that you have authority to share the transferred data with your mobile carrier or other access provider. In the event you change or deactivate your mobile account, you must promptly update Your SouthbayCareers account information to ensure that your messages are not sent to the person that acquires your old number and failure to do so is your responsibility. You acknowledge you are responsible for all charges and necessary permissions related to accessing the SouthbayCareers Sites through Your mobile access provider. Therefore, you should check with your provider to find out if the SouthbayCareers Sites are available and the terms for these services for your specific mobile devices.

By using any downloadable application to enable your use of the SouthbayCareers Sites, You are explicitly confirming your acceptance of the terms of the End User License Agreement associated with the Application provided at download or installation, or as may be updated from time to time.

18. Term and Termination.

These Terms will remain in full force and effect while you are a User of any SouthbayCareers Site. SouthbayCareers reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to removal of Your User Content from the SouthbayCareers Sites and immediate termination of Your registration with or ability to access the SouthbayCareers Sites and/or any other services provided to You by SouthbayCareers, upon any breach by You of these Terms or if SouthbayCareers is unable to verify or authenticate any information You submit to a SouthbayCareers Site registration. Even after You are no longer a User of the SouthbayCareers Sites, certain provisions of these Terms will remain in effect, including Sections 1, 2, 5, 7 through 16, inclusive.

19. Scope of SouthbayCareers Obligations.

In providing the Talent Serve service, SouthbayCareers will use reasonable endeavours to confirm that the work-seeker is willing to work in the position. Furthermore, SouthbayCareers will use reasonable endeavours to check the identity of the hirer and the nature of its business, the commencement date and duration of the position, the position to be filled including the type of work, location, hours and risks to health and safety, experience, training, qualifications and authorisation which the hirer considers necessary or are required by law or otherwise to undertake the position, whether any expenses are payable by the work-seeker or whether there are any requirements imposed by law or otherwise for a work-seeker to satisfy before taking up a position.

The Regulations seek to ensure that work-seekers are only proposed by Employment Agencies for roles for which they are properly qualified and that hirers are only offered work-seekers who have the appropriate levels of experience, training, qualifications and authorisation for the position to be filled. It is recommended that, if you are a work-seeker you undertake the steps set out in the Regulations to ensure your suitability for the role advertised or, if you are a recruiter, to ensure a work-seeker's suitability for your the role. These could include:

1. If you are a work-seeker; checking the identity of the hirer and the nature of its business, the commencement date and duration of the position, the position to be filled including type of work, location, hours and risks to health and safety, experience, training, qualifications and authorisation which the hirer considers necessary or are required by law or otherwise to undertake the position, whether any expenses are payable by you as a work-seeker or whether there are any requirements imposed by law or otherwise for you to satisfy before taking up a position.

2. If you are a hirer; checking the identity of the work-seeker and that the work-seeker has the experience, training, qualifications and authorisation required by law or otherwise for the position and whether there are any requirements imposed by law or otherwise for you, as the hirer, to meet to enable a work-seeker to take up a position.

Update effective July 2014