

DiverseNote Terms of Use

Effective Date: October 1, 2016

This site is owned and operated by DiverseNote, Inc. ("DiverseNote", "Company", "we", or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference, (collectively, these "Terms of Use"), govern your access to and use of <http://www.diversenote.com> (the "site"). The "highlights" are for reference only. They are not intended to and do not limit, modify, or replace these complete Terms of Use.

Highlights	
Your Use of Information on or from the Site	You may not use, copy, access, or aggregate the information available on the site for anything other than to engage in the good faith use of DiverseNote's services; that is, to find an employee or an employer on your own or your company's behalf, and not on behalf of any third party employer, career fair, or other individual or entity.
Candidates and Employers Self Report Data	Candidates and employers that use our site may make various representations to one another about things like the existence of or details regarding an employment opportunity as well as representations regarding a candidate's race, ethnicity, veteran, or LGBTQ or disability status. We do not review or warrant the accuracy of any such representations.
Prohibited Job Postings	Employers may not post any opportunity that does not represent bona fide employment; and, except as permitted by law, employers may not post jobs that require an applicant to provide information about his or her age, race or ethnicity, political opinions, philosophical or religious beliefs, trade union membership, physical or mental health, sex life, or criminal offences or proceedings.

1. Introduction

Please read the Terms of Use carefully before you start to use the site. **By using the site or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <http://www.diversenote.com/privacy/>, incorporated herein by reference.** If you do not agree to these Terms of Use or the Privacy Policy, you may not access or use the site.

The site is offered and available to users who are 18 years of age or older, and reside in the United States or any of its territories or possessions. By using the site, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you may not access or use the site.

2. DiverseNote is Not an Employer

Employer users of our site, not DiverseNote, are solely responsible for their postings and for any and all employment decisions of any nature and on any basis with respect to the candidate users of our site. DiverseNote is not an employer. It is a third party conduit that connects diversity-minded employers with candidates.

3. Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the site thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the site. Your continued use of the site following the posting of revised Terms of Use means that you accept and agree to the changes. So please check the Terms of Use for changes when you visit the site.

4. Accessing the site and Account Security

We reserve the right to withdraw or amend the site, and any service or material we provide on the site, in our sole discretion without notice. We will not be liable if for any reason all or any part of the site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the site, or the entire site, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the site.
- Ensuring that all persons who access the site through your internet connection are aware of these Terms of Use and comply with them.

To access the site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the site that all the information you provide on the site is correct, current, and complete. You agree that all information you provide to register with the site or otherwise, including but not limited

to through the use of any interactive features on the site, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the site or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

5. Intellectual Property Rights

The site and its contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by DiverseNote, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of our intellectual property, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the site for your own personal, non-commercial use and not for further reproduction, publication or distribution.

- If we provide social media features with certain content, you make take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

If you wish to make any use of our IP other than that set out in this section, please address your request to CONTACT@DIVERSENOTE.COM.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the site in breach of the Terms of Use, your right to use the site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to our intellectual property is transferred to you, and all rights not expressly granted are reserved by DiverseNote. Any use of the site not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

6. Trademarks

The DiverseNote name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on the site are the trademarks of their respective owners.

7. Prohibited Uses

You may use the site only for lawful purposes and in accordance with these Terms of Use. You agree not to use the site:

- You may not use, copy, access, or aggregate the information available on the site for anything other than to engage in the good faith use of DiverseNote's services; that is, to find an employee or an employer on your own or your company's behalf, and not on behalf of any third party employer, career fair, or other individual or entity.

- To make or send unsolicited phone calls, faxes, mail, or contact@DiverseNote.com to users of our site.
- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm, minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material which does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using contact@DiverseNote.com addresses or screen names associated with any of the foregoing, or creating a profile).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the site, or which, as determined by us, may harm DiverseNote or users of the site or expose them to liability.

You also agree not to:

- Use the site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the site, including their ability to engage in real time activities through the site.
- Use any robot, spider, or other automatic device, process or means to access the site for any purpose, including monitoring or copying any of the material on the site.
- Use any manual process to monitor or copy any of the material on the site or for any other unauthorized purpose without our prior written consent.

- Use any device, software, or routine that interferes with the proper working of the site.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the site, the server on which the site is stored, or any server, computer or database connected to the site.
- Attack the site via a denial-of-service attack or a distributed denial-of-service attack. Otherwise attempt to interfere with the proper working of the site.

8. Employer and Candidate Materials

The site contains interactive features that allow users to post, submit, publish, display, or transmit to other users or other persons content or materials ("User Contributions") on or through the site, including the uploading of audio or video media. All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for the purposes outlined in these Terms of Use.

By uploading content, you represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms of Use.
- You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not DiverseNote, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.
- We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the site.

Monitoring and Enforcement

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Delete accounts and all information contained in accounts after a significant duration of inactivity.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the site or the public or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the site.
- Terminate or suspend your access to all or part of the site for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the site. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY/ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY/SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on or processed via the site, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of interactive services.

User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions, including job postings, resumes, and profile information, must not:

- Post any opportunity that does not represent bona fide employment.
- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Advertise sexual services or seek employees for jobs of a sexual nature, or promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Endorse a particular religion, political party, or political agenda.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Except as permitted by law, post jobs that require an applicant to provide information about his or her age, race or ethnicity, political opinions, philosophical or religious beliefs, trade union membership, physical or mental health, sex life, or criminal offences or proceedings.

- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Provide any incomplete, false, or inaccurate information.
- Involve contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.
- Sell, advertise, or otherwise promote non-DiverseNote products or services.

9. Copyright Infringement

If you believe that any User Contributions violate your copyright, please contact our copyright agent at CONTACT@DIVERSENOTE.COM. In accordance with the Digital Millennium Copyright Act and other applicable law, we have adopted a policy of terminating, in appropriate circumstances and at our sole discretion, subscribers or account holders who are deemed to be repeat infringers. We may also at our sole discretion limit access to our Web site and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

10. Reliance on Information Posted

The information presented on or through the site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the site, or by anyone who may be informed of any of its contents.

The site includes content provided by third parties, including materials provided by other users, whether a candidate or employer. All statements and/or opinions expressed in these materials, including but not limited to representations regarding race, ethnicity, disability status, and all articles and responses to questions and other content, other than the content provided by DiverseNote, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

11. Changes to the Site

We may update the content on the site from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the site may be out of date at any given time, and we are under no obligation to update such material.

12. Information About You

All information we collect on the site is subject to our Privacy Policy. By using the site, you consent to all actions taken by us with respect to your information in compliance with that policy.

13. Third Party Links

If you decide to access any of the third party websites linked from or provided through our site, you do so at your own risk and subject to the terms and conditions of use and other policies of those websites and website operators.

14. Linking to the Site and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

The site may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the site.
- Send contact@DiverseNote.com or other communications with certain content, or links to certain content, on the site.
- Cause limited portions of content on the site to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. You also must not:

- Establish a link from any website that is not owned by you.
- Cause the site or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.

- Link to any part of the site other than the homepage.
- Otherwise take any action with respect to the materials on the site that is inconsistent with any other provision of these Terms of Use.

The site from which you are linking, or on which you make certain content accessible, must comply with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

15. Geographic Restrictions

The owner of the site is based in the State of Michigan in the United States. Access to the site may not be legal by certain persons or in certain countries. If you access the site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

16. Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE

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THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

17. Limitation on Liability

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITE LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

18. Indemnification

You agree to defend, indemnify, and hold harmless DiverseNote, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these

Terms of Use or your use of the site, including, but not limited to, your User Contributions, any use of the site's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the site.

19. Governing Law and Jurisdiction

All matters relating to the site and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the site shall be instituted exclusively in the federal courts of the United States or the courts of the State of Michigan in the city of Detroit. We retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

20. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

21. Waiver and Severability

DiverseNote's waiver of any term or condition set forth in these Terms of Use shall not be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition. Any failure of DiverseNote to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

22. Entire Agreement

The Terms of Use, our Privacy Policy, and, when applicable, our Client Agreement constitute the sole and entire agreement between you and DiverseNote with respect to

the site and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the site.

23. Your Comments and Concerns

All feedback, comments, requests for technical support and other communications relating to the site should be directed to CONTACT@DIVERSENOTE.COM.