

# Terms of Use Agreement

*Last revised: January 1, 2016*

## **1. Introduction.**

Welcome to the websites and online services of NATIONAL PERSONNEL ASSOCIATES COOPERATIVE, INC., a Michigan nonprofit corporation d/b/a NPWorldwide ("NPWorldwide," "we," or "us"). These Terms of Use explain the terms and conditions by which you may use our online and/or mobile services, and web sites, in connection with [www.npaworldwide.com](http://www.npaworldwide.com), and NPWorldwide related sites and applications (collectively the "Service"). By accessing or using the Service, you signify that you have read, understood, and agree to be bound by this Terms of Use Agreement ("Agreement"), whether or not you are a registered user of our Service. This Agreement includes the NPWorldwide Privacy Policy, which is incorporated herein. If you do not want to agree to this Agreement, you must not access or use the Service.

We reserve the right to amend this Agreement (including the Privacy Policy) at any time by notifying you as provided in this Agreement. If we significantly amend this Agreement, we will give you at least seven (7) day notice before the changes take effect by sending a notice to the email address registered in your account, or by placing a prominent notice on our websites, during which period of time you may reject the changes by terminating your account. The changes are binding upon you whether or not you receive the notice. You are expected to check the website frequently, so you are aware of any changes as they are binding on you. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Use. If you do not agree to any of these terms or any future Terms of Use or Privacy Policy, do not use or access (or continue to access) the Service. This Agreement applies to all members, employers, candidates, visitors, employees (whether new or existing), and others who access the Service ("Users").

If you use the Service to search for employees, view resumes, or post jobs, you are a "Member." We may also sometimes refer to Members on the Service as a "Job Poster" or "Employer" when they are only using the Service to post jobs for their organization, and review job applications and resumes. In addition to this Agreement, each Member's relationship with NPWorldwide is governed by the Membership Agreement and the Organizational Documents (as defined therein), which are collectively referred to in this Agreement as the "Membership Agreement." In the event of any conflicts between the Membership Agreement and the terms of this Agreement, the Membership Agreement shall control.

If you use the Service to search for, or apply for jobs through the Service, or to use the NPWorldwide portion of the Service as a prospective new employee or contractor, you are a "Candidate." We may also sometimes refer to Candidates in this Agreement as "Job Seekers" when they are only using the Service to search for, or apply for jobs through the Service or upload resumes to the Service. **Section 7 of this Agreement contains specific provisions**

**application to you if you are using the Service as a Candidate. Please review the terms of Section 7 carefully.**

**This Agreement contains an Arbitration provision, which will, with limited exception, require you to submit disputes you have against NPAworldwide and its affiliates to binding and final arbitration. You will only be permitted to pursue claims against NPAworldwide on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding, and you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.**

## **2. Use of Our Service**

### **A. Eligibility**

You may use the Service only if you are at least eighteen (18) years of age and can form a binding contract with NPAworldwide, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. By using the Service, you represent and warrant that you meet all of the foregoing eligibility requirements. Any use or access to the Service by anyone under 18 is strictly prohibited and in violation of this Agreement. The Service is not available to any Users previously removed from the Service by NPAworldwide, unless we provide such Users with specific written authorization to re-use the Service. If you use NPAworldwide on behalf of a company, organization, or other entity, then (a) "you" includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity's behalf. You must not be a competitor of NPAworldwide or use our Service for reasons that are in competition with NPAworldwide.

### **B. Service Functionality**

The Service gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. We may maintain different types of accounts or services for different types of Users, such as Members, Candidates and Employers. You may never use another User's account without permission.

By providing NPAworldwide your email address, you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out or change your preferences in your account page or by following the opt-out instructions in the message. Opting out may prevent you from receiving email messages regarding updates, improvements, offers, or information about jobs that may suit you, if you are a job seeker. By submitting a job application on the Service or by completing any new hire documents on the Service, you give us permission to store your information on the Service and to share your information with the Employer posting the job or requesting you to complete the new hire documents. By connecting to NPAworldwide with a third-party service,

you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

By using the Service, you acknowledge that we do not have control over the quality, timing, or legality of the information uploaded to the Service by Users. In addition, you acknowledge that we do not have control over the integrity, responsibility or actions of Candidates or Employers. We do not refer or recommend either Candidates or Employers, nor do we make any representations about the integrity, responsibility or actions of Candidates or Employers whether in public, private or offline interactions.

### **C. NPAworldwide Service.**

As part of our new-hire onboarding service (“NPAworldwide Service”), NPAworldwide may provide Employers and Candidates with forms of new hire agreements, offer letters and related documents to be used for the new hire onboarding process. NPAworldwide makes no representation or warranty as to the legal adequacy of such documents, or the accuracy of any information disclosed by Candidates through the NPAworldwide Service (including any electronic signatures collected thereby). Any information or form documents that are posted on the NPAworldwide Service are for informational purposes only and are not intended to replace or be a substitution for any professional financial, legal, tax, or other advice.

### **D. User Accounts**

The information in this section applies to all User accounts. You may control your profile information and how you interact with the Service by changing the settings in your Settings page. When creating your account or uploading information to the Service through your account, you represent and warrant that you will provide accurate and complete information. You agree that all information you provide to register is governed by our *Privacy Policy*, and you consent to all actions we take with respect to your information consistent with our Privacy Policy. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You also acknowledge that your account is personal to you and agree not to provide any other person or entity with access to the Service using your user name, password or other security information. 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 encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must notify NPAworldwide immediately of any breach of security or unauthorized use of your account. NPAworldwide will not be liable for any losses caused by any unauthorized use of your account. 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 this Agreement.

### **E. Service Rules**

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more request messages to the NPAworldwide servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that NPAworldwide grants the operators of public search engines revocable permission to use spiders to copy materials from NPAworldwide.com for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents or other material which is malicious or technologically harmful through the Service; (vii) collecting or harvesting any personally identifiable information from the Service, except as expressly permitted by the features of the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person (including but not limited to NPAworldwide) or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein; (xiii) using the Service 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); (xiv) using the Service 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; (xv) to send, knowingly receive, upload, download, use or re-use any material which does not comply with the Standards set out in this Agreement; (xvi) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by us, may harm NPAworldwide or users of the Service or expose them to liability; (xvii) attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Service, the server on which the website is stored, or any server, computer or database connected to the website; or (xviii) otherwise attempt to interfere with the proper working of the Services. We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service (for paid services). We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

You are solely responsible for your interactions with other NPAworldwide Users, including Candidates if you are an Employer and Employers if you are a Candidate. We reserve the right, but have no obligation, to monitor disputes between you and other Users. NPAworldwide shall have no liability for your interactions with other Users, or for any User's action or inaction.

NPAworldwide shall have no obligation to you to enforce this Agreement against any other User.

### **F. Accessing the Service**

We will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Service, or the entire Service, to users, including registered users. You are responsible for making all arrangements necessary for you to have access to the Service.

### **G. Links from the Service**

If the Service contains links to other websites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the Service, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

## **3. User Content**

The Service may allow Users to post content such as job and company information, application information, logos, trademarks, comments, questions, and other content or information ("User Content").

You agree not to post User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you or to any other person; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (viii) contains any information or content that you know is not correct and current. You agree that any User Content that you post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below) or rights of privacy.

NPAworldwide may disclose your identity or other information about you to any third party who claims that your User Content violates their rights. 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 Service. YOU WAIVE AND HOLD HARMLESS NPAWORLDWIDE AND ITS

**AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY 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 SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.**

NPAworldwide reserves the right, but is not obligated, to reject and/or remove any User Content that NPAworldwide believes, in its sole discretion, violates these provisions. NPAworldwide reserves the right to remove or refuse to post User Content for any or no reason in its sole discretion. For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any User Content that you submit, that NPAworldwide's use of your User Content in accordance with this Agreement will not violate any law or infringe the rights of any third party, and that to the best of your knowledge, all your User Content and other information that you provide to us is truthful and accurate. Any User Content you post to the site will be considered non-confidential and non-proprietary.

NPAworldwide takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts or sends over the Service. We do not warrant the accuracy, completeness or usefulness of any User Content. Any reliance you place on such information is strictly at your own risk. We may update the content from time to time, but its content is not necessarily complete or up-to-date. Any of the material may be out of date at any given time, and we are under no obligation to update such material. You shall be solely responsible for your User Content and the consequences of posting or publishing it, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, or otherwise unsuited to your purpose, and you agree that NPAworldwide shall not be liable for any damages you allege to incur as a result of User Content.

#### **4. User Content License Grant**

By posting any User Content on the Service, you expressly grant, and you represent and warrant that you have a right to grant, to NPAworldwide a royalty-free, sub licensable, transferable, irrevocable, non-exclusive, worldwide license to use, reproduce, adapt, list information regarding, edit, translate, publicly perform, publicly display, and make derivative works of all such User Content in whole or in part, and in any form, media or technology, whether now known or hereafter developed. The rights you grant in this license are for the limited purpose of operating, promoting, and improving our Service, and to develop new ones. The foregoing licenses, and our ability to use, transfer or share any personal information contained within any User Content shall be subject to the NPAworldwide Privacy Policy in effect at the time that you

post the applicable User Content. This license continues even if you stop using our Service, but some portions of our Service may offer you ways to access and remove content that has been provided to that portion of the Service. Also, in some of our Services, there are additional terms or settings that narrow the scope of our use of the content submitted in those Services. To the extent your User Content is a trademark or service mark protected by U.S. law, the foregoing license extends solely to the use by NPAworldwide to identify you as a Service User as contemplated by the Service and the feature by which you provide such trademark or service mark.

## **5. End User License Grant**

Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, non-sub licensable, freely revocable license to use the Service. NPAworldwide reserves all rights not expressly granted herein in the Service and the NPAworldwide Content (as defined below). NPAworldwide may terminate this license at any time for any reason or no reason.

## **6. Our Proprietary Rights**

Except for your User Content, the Service and all features, functionality, and materials therein or transferred thereby, including, without limitation, information, design, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content (the "NPAworldwide Content"), and all Intellectual Property Rights related thereto, are the exclusive property of NPAworldwide and its licensors. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, download, store, adapt, edit or create derivative works from any materials or content accessible on the Service. Use of the NPAworldwide Content or materials on the Service for any purpose not expressly permitted by this Agreement is strictly prohibited.

You agree that any feedback, comments, or suggestions you may provide regarding NPAworldwide or the Service are entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

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. 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.

## **7. PROVISIONS SPECIFIC TO USERS THAT ARE CANDIDATES**

The provisions of this Section 7 of the Agreement are specific to Users that use the Service as Candidates (including as Job Seekers). If you are using the Service as a Candidate, then in the

event of a conflict between the provisions of this Section 7 and the rest of the Agreement, the provisions of this Section 7 will control.

### **A. Candidate Accounts**

If you create a Candidate Account (whether to search or apply for a job posting as a “Job Seeker” or to complete the new hire process through NPAworldwide as a potential new employee or contractor), you must be permitted to legally work within your applicable jurisdiction. If you are registering to be a Candidate, you may use your account only for yourself or individuals for whom you have legal authority to represent.

In addition to applying for a job posting as a “Job Seeker”, you can also browse the Service, receive job alerts from the Service regarding jobs that may be of interest to you (“Job Alerts”), and save a record of job listings you have found on the Service.

### **B. Job Applications**

As a registered Job Seeker you will be able to submit job applications through the Service (“**Job Applications**”) for jobs that are listed on the Service (“**Job Listings**”). You will have the ability to choose how to submit your Job Application through the Service using the options offered through the Service. For example, you may submit your Job Application through the Service by (A) using the Service’s “1-Click Apply” feature, (B) using the Service’s “Apply Now” feature, or (C) applying through your Monster.com or LinkedIn.com accounts. If you elect to use the Service’s “1-Click Apply” feature, when you click on “1-Click Apply” the information that you have included as part of your User Profile, including your resume and contact information, will be sent to the Member that posted the applicable Job Listing. If you elect to use the Service’s “Apply Now” feature, you will either be required to provide your name, email address and phone number, and attach your resume (and, when you click the “Apply Now” button, this information will then be sent to the Member that posted the applicable Job Listing), or the “Apply Now” button will redirect you to an external website where you will be able to apply to the Job Listing. If you elect to apply through either your Monster.com or LinkedIn.com account, you will be asked to log-in to your Monster.com or LinkedIn.com account, and the profile, resume and other information that you have provided as part of your Monster.com or LinkedIn.com account will then be sent to the Member that posted the applicable job. You can also submit a Job Application through your mobile device.

Please note that once you have submitted a Job Application through any feature of the Service, your resume and other applicable information will be shared with the Member that posted the Job Listing. If you elect to submit a Job Application to a Member through the Service’s “1-Click Apply” feature the information you include in your User Profile will constitute the information that is included in your Job Application and provided to the applicable Member. You should therefore ensure that the information in your User Profile is complete and accurate, and only contains information you are comfortable sharing with Members, prior to submitting a Job Application through the Service’s “1-Click Apply” feature.

If you submit a resume, you acknowledge that we may ‘parse’ the resume in order to create searchable text for a Member. The Member will also be able to see your resume in the form in which you submitted it to NPAworldwide.

### **C. Resume Database**

In addition to submitting Job Applications through the Service, you will have the opportunity to, but will not be required to elect to include your resume as part of the Service’s resume database (the “**Resume Database**”) at the time you register to use the Service. If you do not elect to include your resume in the Resume Database at the time you register to use the Service, as a registered Job Seeker you may subsequently elect to include your resume in the Resume Database by adjusting the settings in your Job Seeker account. We will not include your resume in the Resume Database unless you affirmatively elect to include your resume in the Resume Database. If you elect to include your resume in the Resume Database, Members who have registered to access the Resume Database will be able to access and view your resume and the contact information you provide on your resume, including your name, email address, mailing address and phone number, as applicable. Members will be able to contact you directly using the information on your resume. Please provide minimal personally identifiable information about yourself.

You can opt-out of including your resume in the Resume Database at any time by adjusting the settings in your Job Seeker account and we will remove your resume from the Resume Database as soon as reasonably practicable. However, if a Member has accessed your resume through the Resume Database and copied or saved your resume prior to the date we receive your opt-out request, following the time we receive your opt-out request that Member will continue to have access to your resume and all information you included in your resume as it was included in the Resume Database.

### **D. Interactions with Members**

You are solely responsible for your interactions with Members that you contact, or that contact you, through the Service. Please note that there are risks, including but not limited to the risk of physical harm, that may arise when dealing with strangers, including persons who may be acting under false pretenses. You should therefore use caution with regard to the information you elect to share as part of your User Profile or a Job Application or resume that you provide through the Service. **Only list the contact information on your resume or Job Applications that you are comfortable disclosing to Members and other Users of the Service.**

Although NPAworldwide requests that Members maintain the confidentiality of the Job Applications and resumes they receive through the Service, NPAworldwide cannot and does not guarantee that the information you provide to Members through the Service as part of a Job Application or resume will be held in confidence or properly secured by each applicable Member. In addition, NPAworldwide takes no responsibility and assumes no liability for any Job Listing that any Member posts or sends through the Service. You agree that NPAworldwide is not responsible or liable for the conduct of any Member.

## **8. Privacy**

We care about the privacy of our Users. [Click here](#) to view our Privacy Policy. By using the Service, you are consenting to have your personal data collected, used, transferred to and processed in the United States pursuant to the conditions specified in our Privacy Policy.

## **9. Security**

NPAworldwide cares about the integrity and security of your personal information. We cannot, however, guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

## **10. Indemnity**

You agree to defend, indemnify and hold harmless NPAworldwide and its employees, officers, directors, subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, judgments, awards, fees, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) any claim or damages that arise as a result of any of your User Content or any that is submitted via your account; or (vi) any other party's access and use of the Service with your unique username, password or other appropriate security code.

## **11. No Warranty**

NPAWORLDWIDE DOES NOT GUARANTEE ANY RESULTS FROM USING THE SERVICE. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ANY ADVICE OR INFORMATION ABOUT A PARTICULAR NEW HIRE AGREEMENT OR DOCUMENT THAT MAY BE POSTED ON THE SERVICE IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO REPLACE OR SUBSTITUTE FOR ANY PROFESSIONAL FINANCIAL, MEDICAL, LEGAL, OR OTHER ADVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM NPAWORLDWIDE OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, NPAWORLDWIDE, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT

THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

NPAWORLDWIDE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A USER OR THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND NPAWORLDWIDE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND A USER OR THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

## **12. Limitation of Liability & Time to File Claim**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NPAWORLDWIDE, ITS AFFILIATES, SERVICE PROVIDERS, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, AND FURTHER INCLUDING WITHOUT LIMITATION DAMAGES FOR EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SERVICE. UNDER NO CIRCUMSTANCES WILL NPAWORLDWIDE BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NPAWORLDWIDE ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY USER OR THIRD PARTY. IN NO EVENT SHALL

NPAWORLDWIDE, ITS AFFILIATES, SERVICE PROVIDERS, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO NPAWORLDWIDE HEREUNDER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF NPAWORLDWIDE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

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

### **13. AGREEMENT TO ARBITRATE**

#### **A. Binding Arbitration**

This Section 13 is referred to in this Agreement as the "Agreement to Arbitrate". Unless you opt-out pursuant to the opt-out procedures set forth below, you agree that any and all disputes or claims that have arisen or may arise between you and NPAworldwide or its affiliates, whether relating to the Service, this Agreement (including any alleged breach thereof), or otherwise (each a "Dispute"), shall be resolved exclusively through final and binding arbitration, rather than a court in accordance with the terms of this Agreement to Arbitrate. Your rights will be determined by a neutral arbitrator, not a judge or jury. **YOU UNDERSTAND THAT ABSENT THIS AGREEMENT TO ARBITRATE, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND MAY HAVE A RIGHT TO A JURY TRIAL.**

The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), including the AAA's Supplementary Procedures for Consumer-Related Disputes, each available at [www.adr.org](http://www.adr.org), or such other alternative dispute resolution body and arbitration rules that may be mutually agreed upon by you and NPAworldwide. Your arbitration fees and your share of arbitrator compensation shall be governed by such rules. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and NPAworldwide may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties. Judgment upon the arbitration award may be entered in a court of competent jurisdiction.

## **B. Restrictions**

You and NPAworldwide agree that any arbitration shall be limited to the Dispute between NPAworldwide and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

## **C. Exceptions to Informal Negotiations and Arbitration**

You and NPAworldwide agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or NPAworldwide intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (3) any claim for injunctive relief.

## **D. 30 Day Right to Opt Out**

You have the right to opt-out and not be bound by the arbitration provisions set forth in this Section 13 by sending written notice of your decision to opt-out to NPAworldwide's contact information listed at the bottom of this Agreement. The notice must be sent to NPAworldwide within thirty (30) days of your registering to use the Service, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those sections. If you opt-out of these arbitration provisions, we also will not be bound by them.

## **14. General**

### **A. Assignment**

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by NPAworldwide without restriction.

### **B. Relationship of the Parties**

Nothing in this Agreement shall be construed as making either party the partner, joint venturer, employer, contractor or employee of the other. Neither party shall have, or hold itself out to any third party as having any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound.

### **C. Notification Procedures**

NPAworldwide may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on our website, as determined by

NPAworldwide in our sole discretion. NPAworldwide reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. NPAworldwide is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. We recommend that you add [@NPAworldwide.com](mailto:@NPAworldwide.com) to your email address book to help ensure you receive email notifications from us.

#### **D. Entire Agreement/Severability**

This Agreement, together with any amendments and any additional agreements you may enter into with NPAworldwide in connection with the Service, shall constitute the entire agreement between you and NPAworldwide concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

#### **E. No Waiver**

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and NPAworldwide's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

#### **F. Contact**

If you have any questions about this Agreement, the practices of this site, or your dealings with this website, please contact us at [feedback@NPAworldwide.com](mailto:feedback@NPAworldwide.com), or send mail to:

*NPAworldwide  
1680 Viewpond Drive SE  
Grand Rapids, MI 49508*

#### **G. Governing Law**

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

All matters relating to the Service and this Agreement 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).

Subject to Section 13 above, any legal suit, action or proceeding arising out of, or related to, this Agreement or the Services shall be instituted exclusively in the federal courts of the United

States or the courts of the State of Michigan in each case located in the City of Grand Rapids and County of Kent although we retain the exclusive right to bring any suit, action or proceeding against you 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.

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