

BOONOOONOONOOZ / WILLIAM CRUZ LLC / EMPLOYNOPOLY WEBSITE TERMS AND CONDITIONS

WEBSITE TERMS AND CONDITIONS

- These Website Terms and Conditions (the “Agreement”) is a binding agreement between you and BOONOOONOONOOZ / WILLIAM CRUZ LLC / EMPLOYNOPOLY services, Inc. EMPLOYNOPOLY Employment Professionals, an Arizona corporation (“EMPLOYNOPOLY”) (you and EMPLOYNOPOLY sometimes referred to as a “party” and collectively the “parties”).

General

This Agreement governs your use and access of EMPLOYNOPOLY’s proprietary website located at EMPLOYNOPOLY.com including any sub-domains and affiliated sites thereof (the “Website”). Please read these terms carefully. You should also review our Privacy Policy before you use the Website. The Website provides users with access to information pertaining to EMPLOYNOPOLY’s staffing and job recruitment services (the “Services”).

By using the Website, you accept and agree to be bound by this Agreement as well as our [Privacy Policy](#). You further agree to be bound by the End User License Agreement applicable to [employers](#) or [job seekers](#) (each, a “EMPLOYNOPOLY”), as the case may be, which are incorporated herein. If you do not agree to be bound by these terms, do not use the Website. Unless explicitly stated otherwise, any modifications, updates, new features, or enhancements to the Website are subject to this Agreement. We may modify this Agreement from time to time. Any modifications will be effective immediately when we post them. We will take steps to notify users of any modifications; however, you are responsible for reviewing any modified terms. Your continued use of the Website following any changes means you accept and agree to such changes.

Intellectual Property

We own the Website, and all intellectual property related to the Website, except for the Postings (as defined below). All content, organization, graphics, design, compilation and other matters related to or included on the Website or Services, except the Postings, are protected under applicable copyrights, trademarks, or other proprietary (including but not limited to intellectual property) rights and owned by us. Subject to your compliance with this Agreement and applicable EMPLOYNOPOLY, we grant you a personal, non-exclusive, non-transferable, revocable permission to use the Website for the sole purpose of enabling you to use the Website in the manner provided by this Agreement and the EMPLOYNOPOLY applicable to your registration (the “License”), which EMPLOYNOPOLY further defines the scope of your License as it relates to the Website. Please review this Agreement and the EMPLOYNOPOLY applicable to your use carefully.

No right, title or interest in or to the Website or any content on the Website is transferred to you other than the License. EMPLOYNOPOLY retains all rights not EMPLOYNOPOLY provided to you and EMPLOYNOPOLY is and shall be the sole and exclusive owner of the Website and Website content together with any and all improvements in, modifications to, and/or

derivative works thereof, including all intellectual property rights therein, whether or not developed, conceived and/or actually reduced to practice by EMPLOYNOPOLY solely or jointly with you or otherwise; you hereby grant, assign and transfer to EMPLOYNOPOLY, without the requirement of additional consideration, all right, title and interest (whether past, present or future) in and to the same.

You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit any of the content included in the Website, in whole or in part. Your License does not grant you the right to re-use content or materials from the Website unless EMPLOYNOPOLY stated otherwise. Except as otherwise EMPLOYNOPOLY permitted under law, no copying, redistribution, retransmission, publication, or commercial exploitation of Website material will be permitted without the EMPLOYNOPOLY permission of EMPLOYNOPOLY or the applicable content owner. In the event of any permitted copying, redistribution, or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend, or copyright notice shall be made. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material.

Unless otherwise agreed to by EMPLOYNOPOLY in writing, you may not: (i) decompile, reverse engineer, reverse assemble or otherwise attempt to discover any source code; (ii) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels on the Website; (iii) access the Website by any means other than through the interface that is provided by us; (iv) use the Website in any manner that could damage, disable, overburden, or impair the Website (e.g., you may not access the Website in an automated manner by use of "spiders," "robots" or otherwise), nor use the Website in any manner that could interfere with any other party's use and enjoyment of the Website; or (v) retrieve and/or store in electronic or any other form any material part of the databases underlying the Website.

Trademarks

EMPLOYNOPOLY is the exclusive owner of the EMPLOYNOPOLY name and logos, as well as all related names, logos, product and service names. Such names, designs and slogans are our trademarks and you must not use any of the foregoing without our prior written permission. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners the use of which require their prior consent.

Website Access and Account Security

By using the Website, you represent and warrant that you are 18 years of age or older. If you are not 18 years of age or older, you must not access or use the Website. You are responsible for making all arrangements necessary for you to have access to the Website and ensuring that all persons who access the Website through your internet connection are aware of the terms and conditions of this Agreement and the applicable EMPLOYNOPOLY and comply with the same.

To access the Website or Services, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide is correct, current and complete and you represent and warrant that the information

you provide to us or on the Website is true and accurate 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.

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

Postings

The Website may permit you to post, submit, transmit, email, or otherwise make available on the Website questions, comments, data, content or information (collectively, "Postings"). You may only submit Postings that you create or that you have permission to submit and that do not violate rights of third parties. We do not claim ownership of any Postings that you may submit. However, by submitting Postings, you grant us, our subsidiaries, affiliates, successors, and assigns a perpetual, irrevocable, worldwide, royalty-free, fully-paid, non-exclusive, and sub-licensable license to use, copy, display, distribute, modify, adapt, publish, translate, publicly perform and publicly display the Postings (in whole or in part) and to incorporate the Postings into other works in any format or medium now or later known, and to sublicense such rights through multiple tiers of sublicenses as may be required to provide the Services to you and others.

You agree not to upload, post, submit, email, transmit, or otherwise make available any Postings that: (i) contain falsehoods or misrepresentations that could damage EMPLOYNOPOLY or any third party; (ii) are unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourage conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or are otherwise inappropriate; (iii) contain advertisements, solicitations of business or spam; (iv) disseminate or transmit any worms, viruses or other harmful, disruptive or destructive files, code or programs; (v) collect or store personal information about others or otherwise invade their privacy; (vi) impersonate another person or forge headers or use any other method to disguise the true origin of the Posting; (vii) contain materials with protected copyright, trademark patent or other intellectual property rights unless you are the owner of such material or have license from the owner of any such proprietary rights to provide the materials; (viii) you do not have a right to make available under any law or under contractual or fiduciary relationships; or (ix) that otherwise violate this Agreement or the EMPLOYNOPOLY. We are not responsible for Postings. All liabilities resulting from Postings remain with their respective originator(s).

We do not and are not obligated to pre-screen content submitted on the Website or through the Services, but we do have the right (but not the obligation) in our sole discretion to refuse

or remove any content that is made available via the Website by any user that we feel violates the Agreement, an applicable EMPLOYNOPOLY or is otherwise objectionable.

Advertisers and Links

We may include advertisements on the Website. Your correspondence or business dealings with, or participation in promotions of, advertisers or third party vendors found on or through the Website, including payment and delivery of related goods or products, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser or third party vendor. Any questions, complaints, or claims should be directed to the appropriate advertiser or third party vendor. You agree that we shall not be responsible or liable for any loss or damage of any sort incurred as a result of any such dealings or as the result of the presence of such advertisers or third party vendors or product reviews or ratings on the Website. Any opinions, advice, statements, services, offers, or other information or content EMPLOYNOPOLY or made available by third party vendors or advertisers, including information providers, or any other end users are those of the respective author(s) or distributors) and not ours.

The Website may provide, or third parties may provide, links to other sites. These links are provided solely as a convenience to you and not as an endorsement by EMPLOYNOPOLY of the contents on such third-party sites and we EMPLOYNOPOLY disclaim any representations regarding the content or accuracy of materials on such third-party sites. Because EMPLOYNOPOLY has no control over such sites, you acknowledge and agree that EMPLOYNOPOLY is not responsible for the availability of such external or co-branded sites, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites. You further acknowledge and agree that EMPLOYNOPOLY shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or products available on or through any such linked site. You agree that it is your responsibility to evaluate the accuracy, completeness, or usefulness of any information, opinion, advice, etc., or other content available through EMPLOYNOPOLY. You should follow the link to the terms of use on the appropriate page for such sites to determine which company's terms of use govern such sites.

Anyone linking to the Website must comply with the following guidelines and all applicable laws: any and all links are prohibited from (i) from showing, reproducing, or replicating any Website content that requires a username, password or other security measure to access; (ii) creating a browser, frame or border environment around any Website content; (iii) implying that EMPLOYNOPOLY is endorsing it or its products; (iv) misrepresenting a relationship with EMPLOYNOPOLY; (v) presenting false or misleading information about EMPLOYNOPOLY; (vi) using any EMPLOYNOPOLY trademarks, trade names, or logos without permission from EMPLOYNOPOLY; and (vii) containing content that is reasonably considered profanity, defamatory, vulgar, offensive, or otherwise unlawful.

Violation of Third Party Intellectual Property Rights

If you believe that your work has been copied in a way that constitutes copyright infringement or otherwise violates your intellectual property rights, please contact us at the information

below and provide us with the following: (i) identification of what is claimed to have been infringed; (ii) identification of what is claimed to be infringing; (iii) your contact information (or the contact information of the person we need to contact about the infringement); (iv) a statement that the person submitting the complaint is doing so with a good faith belief that use of the material in the manner complained of is not authorized by the owner, its agent, or the law; (v) a statement that the information provided is accurate, and under penalty of perjury; (vi) a physical or electronic signature of the person submitting the complaint; and (vii) if that person is not the owner of the content at issue, a statement that the person submitting the complaint is authorized to act on the owner's behalf. By allowing such inquiries, EMPLOYNOPOLY assumes no obligations under law applicable to internet service providers, including, without limitation, the Digital Millennium Copyright Act.

DISCLAIMER AND LIMITATION OF LIABILITY.

THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. EMPLOYNOPOLY, TOGETHER WITH ITS AFFILIATES, PARENT COMPANIES, AND SUBSIDIARIES, TOGETHER WITH ALL OF THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OWNERS, OFFICERS AND DIRECTORS (THE "RELEASED PARTIES"), SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EMPLOYNOPOLY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AS WELL AS WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE.

THE RELEASED PARTIES MAKE NO REPRESENTATION OR WARRANTY THAT: (i) THE WEBSITE WILL MEET YOUR REQUIREMENTS; (ii) THE PROVISION OF THE WEBSITE WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE; (iii) ANY RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE; (iv) THE QUALITY OF ANY PRODUCTS, SOFTWARE, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE USE OF THE WEBSITE; (v) ANY ERRORS IN THE WEBSITE WILL BE CORRECTED; or (vi) THE WEBSITE OR USE THEREOF WILL ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

YOU ACKNOWLEDGE AND AGREE THAT EMPLOYNOPOLY OFFERS THE WEBSITE FREE OF CHARGE AND, AS A RESULT, THE RELEASED PARTIES DO NOT GUARANTEE THE RELIABILITY, ACCURACY, COMPLETENESS, SAFETY, TIMELINESS, LEGALITY, USEFULNESS, ADEQUACY OR SUITABILITY OF THE WEBSITE. ACCORDINGLY, YOU AGREE TO EXERCISE CAUTION, DISCRETION AND COMMON SENSE WHEN USING THE WEBSITE. THE ENTIRE RISK FOR USE OF THE WEBSITE IS BORNE BY YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ANY OR ALL OF THE RELEASED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, USE OF OR INABILITY TO ACCESS THE WEBSITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK DISRUPTIONS, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER PERSONAL OR COMMERCIAL DAMAGES OR LOSSES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE)

UPON WHICH THE CLAIM IS BASED. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF THE POSTINGS OR ANY MATERIAL LINKED THROUGH THE WEBSITE. IN NO WAY LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL ANY OF THE RELEASED PARTIES AGGREGATE LIABILITY FOR A CLAIM ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE EXCEED THE ACTUAL AMOUNT OF EXPENSES ACTUALLY INCURRED BY YOU AND DIRECTLY RELATED TO YOUR ACCESS TO THE WEBSITE FROM WHICH A CLAIM ARISES OR \$100.00, WHICHEVER IS GREATER.

You agree the foregoing disclaimers and limitations of liability apply with regard to any claim related to and/or arising out of the Website or use thereof notwithstanding anything to the contrary herein or in another agreement among you and EMPLOYNOPOLY. Some jurisdictions do not allow some or all of the foregoing limitations of liability or disclaimer of warranties, so some or all of the foregoing may not apply to you, in which case the liability shall be limited and warranties disclaimed to the maximum amount permissible under applicable law.

Indemnification

You agree to indemnify and hold the Released Parties harmless from and against any and all liability, losses, claims, demands or costs of any kind, including reasonable attorneys' fees and costs of litigation, arising out of or otherwise related to your use of the Website, a breach by you of this Agreement, your Postings, your violation of any rights of another party, or any other damage caused by your use of the Website.

Choice of Law, Venue and Class Action Waiver

The Agreement and the relationship between you and EMPLOYNOPOLY is governed by the laws of the State of Oklahoma without regard to any conflict of law provisions. For any dispute regarding this Agreement or the Website, you agree to submit to the personal and exclusive jurisdiction and venue of the federal and state courts located in Orlando, Florida. Any proceedings to resolve or litigate any dispute regarding the Agreement or Website will be conducted solely on an individual basis. You agree that you will not seek to have any dispute heard as a class action, or in any other proceeding in which a party acts or proposes to act in a representative capacity. We agree to the same.

Waiver & Severability

If any provision in this Agreement should be held illegal or unenforceable by a court of competent **jurisdiction**, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and the other provisions of this Agreement shall remain in full force and effect. The controlling language of this Agreement is English. If you have received a translation into another language, it has been provided for your convenience only. The non-enforcement of any provision of this Agreement shall not be construed to constitute a waiver of any breach of this Agreement.

Adherence to Law

You agree to comply with any and all applicable laws, codes, or regulations governing your use of the Website or Services. If you are located outside the U.S., then you are responsible for complying with any local laws in your jurisdiction that might impact your right to use the Website, and you represent that you have complied with any regulations or registration procedures required by applicable law to make this Agreement enforceable.

Entire Agreement

This Agreement, together with the EMPLOYNOPOLY applicable to you and the Privacy Policy, constitute the entire agreement between you and EMPLOYNOPOLY regarding the Website and govern your use of the Website (the "Website Terms"), superseding any prior agreements regarding the same. Please note, however, that some or all of the Services you receive from EMPLOYNOPOLY may have additional or different terms related to such Services ("Service Terms"), which are in addition to the Website Terms. If there is any conflict between the Website Terms and Service Terms, the Service Terms will govern with respect to that particular Service unless EMPLOYNOPOLY stated otherwise in the Website Terms. Headings are used for convenience only and shall have no substantive meaning or impact on the interpretation of the Website Terms.

Your Comments and Concerns

This Website is operated by EMPLOYNOPOLY services, Inc. All feedback, comments, requests for technical support and other communications relating to the Website should be directed to the following contact information:

EMPLOYNOPOLY.com

(480) 587-3220

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