

# ReviewNet Assessment and Interviewing Platform

## Terms of Service

### 1. ACCEPTANCE OF TERMS

By using ReviewNet Assessment and Interviewing Platform (the "ReviewNet Service") of ReviewNet Corporation ("RNC") you (the "User", "you") agree to be bound by the following terms and conditions (the "Terms of Service", "Agreement"). If you use the Service as an employee of an organization that has executed an Order to use the Service ("Client"), any terms in the Order that conflicts with, or modifies, the terms in these Terms of Service, the terms in the Order will prevail. You are advised to check the Terms of Service from time to time for changes that may impact you. RNC reserves the right to change the Terms of Service at any time without notice. New features that may be added to the ReviewNet Service shall be subject to the Terms of Service. Your use of the ReviewNet Testing Service after such modifications have been made constitutes your agreement to the modifications. THIS AGREEMENT WILL BE GOVERNED BY, CONSTRUED, AND INTERPRETED IN ACCORDANCE WITH PENNSYLVANIA LAW.

### 2. SERVICES; PRODUCTS

RNC shall grant Client with a license to use the ReviewNet Service according to the quantities, prices, options and terms indicated in an Order, which may be submitted online. Client shall use the ReviewNet Service only in accordance with this Agreement. "Products" means materials, content, information, documentation, and software provided to Client by RNC, including but not limited to, the ReviewNet Service.

### 3. TERM AND TERMINATION

You may terminate your ReviewNet Service account at any time. Access to your account will cease upon termination. You are responsible for all charges accrued up to that time, including full annual or monthly charges for subscriptions depending upon the account type. Client or RNC may terminate this Agreement upon 30 days written notice if the other party materially breaches these Terms and fails to cure the breach within the 30 day period. RNC may immediately refuse access to the ReviewNet Service to Clients if the breach violates the Use of Products paragraph. RNC may refuse access to the ReviewNet Service to Users who are not Clients for any reason whatsoever.

### 4. PRICES, PAYMENT TERMS

RNC reserves the right to suspend access to the ReviewNet Service or Products for any past due balances. RNC reserves the right to change the pricing and availability of any and all products and services not already purchased by Client. RNC reserves the right to change the price of monthly subscription fees with 30 days' notice. If you have a subscription account, your payment to RNC will automatically renew at the end of the subscription period, unless you cancel before the end of the current subscription period. The cancellation will take effect the day after the last day of the current subscription period. However, if you cancel your payment and/or terminate your account before the end of the subscription period, we will not refund any subscription fees already paid to us.

RNC may change the price for the subscriptions from time to time, and will communicate any price changes to you. Price changes for subscriptions will take effect at the start of the next subscription period following the date of the price change. By continuing to use the ReviewNet Service after the price change takes effect, you accept the new price.

### 5. OWNERSHIP OF PRODUCTS

RNC warrants that it is the owner of ReviewNet Service and its content except for content created by you. All Products provided by RNC are subject to the copyright laws of the United States and foreign countries. You recognize and acknowledge that RNC has proprietary interests in the format, organization and content of the Products and that these restrictions are reasonable to protect RNC's interests therein. You shall not copy, reproduce, retransmit, distribute, publish, commercially exploit or otherwise transfer any of the material provided by RNC.

## 6. NON-INFRINGEMENT

RNC warrants that the products in their standard form will not infringe any valid United States patents or copyrights existing at the time of product delivery, provided, however, that this warranty does not extend to any infringement arising out of the use of the products in combination with systems, software, or equipment, not supplied by RNC or any use of the products outside the United States. If you promptly notify RNC of any such infringement claim of which you have knowledge or notice, and accord RNC the right, at its sole option and expense, to handle the defense of the infringement claim, RNC will indemnify and hold you harmless from and against such infringement claim. If such an infringement claim arises and RNC becomes aware of such a claim, RNC may, in its discretion, furnish you with non-infringing replacement products within sixty (60) days.

## 7. WARRANTY

EXCEPT AS STATED IN THESE TERMS AND CONDITIONS, RNC MAKES NO WARRANTIES, (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE PRODUCTS AND SERVICES. ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.

## 8. LIMITATION OF LIABILITY

IN NO EVENT WILL RNC BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR PURCHASE OR USE OF RNC PRODUCTS OR SERVICES. NOTWITHSTANDING ANY OTHER PROVISION OR AGREEMENT BETWEEN CLIENT AND RNC, RNC'S TOTAL LIABILITY TO ANY PARTY ARISING OUT OF THIS AGREEMENT OR PURCHASE OR USE OF RNC PRODUCTS OR SERVICES WILL NOT EXCEED THE AMOUNT PAID BY CLIENT TO RNC FOR THE PRODUCTS OR SERVICES.

## 9. INDEMNIFICATION

YOU AGREE TO INDEMNIFY AND HOLD RNC HARMLESS AGAINST ALL CLAIMS, LIABILITIES, DEMANDS, DAMAGES, OR EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES AND EXPENSES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF SERVICES AND PRODUCTS SOLD BY RNC AND/OR YOUR FAILURE TO ADHERE TO THESE TERMS AND CONDITIONS. RNC AGREES TO INDEMNIFY AND HOLD YOU HARMLESS AGAINST ALL CLAIMS, LIABILITIES, DEMANDS, DAMAGES, OR EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES AND EXPENSES) ARISING OUT OF OR IN CONNECTION WITH BREACH BY RNC OF ANY WARRANTIES SPECIFICALLY STATED IN THESE TERMS AND CONDITIONS.

## 10. NON-DISCLOSURE

RNC recognizes and acknowledges that RNC may be furnished confidential and/or proprietary information of the Client and/or third parties in performance of the Services herein, including the names of candidates. Client shall have exclusive right to user data, including email addresses, contact information, and test and interview results that are provided to or generated by an authorized user of the ReviewNet Service accessing the Client's account. The Client shall be solely liable for its use of their user data. RNC will at no time sell, market or distribute to a third party the contact information and other personally identifiable

information of candidates who solely access the site through the Client's account. RNC shall have the right to use Client data, including test results, for data aggregation, statistical reporting and quality assurance.

## 11. TAX

For software and certain other purchases, RNC must collect and report state and local taxes applicable to your shipping address. If your organization is tax exempt, a copy of the tax exemption certificate with your order must be supplied to RNC to qualify.

## 12. USE OF PRODUCTS

You agree it is your responsibility to use any services and products purchased from RNC in accordance with federal, state, and local laws and regulations. You understand and agree that RNC products are meant to be used as part of an overall assessment process, and are not intended to be used as the sole determinant of employability. Use of psychological tests in employment-related situations may be subject to certain laws including Title VII of the Civil Rights Act of 1964, as amended; the Americans With Disabilities Act of 1990, as amended; and other federal, state, and local laws and regulations.

You agree to not use the Service to do any of the following:

- store, host, or send unsolicited email;
- use the Service to transmit any worms, viruses, or malicious content;
- post, send, submit, publish, or cause to be posted, sent, submitted, published or transmitted, any Submissions or material that you do not have the right to distribute, duplicate, display, upload, send or receive, including any proprietary material of any third party protected by intellectual property laws (or by rights of privacy or publicity);
- advocate illegal activity, discuss any intent to commit an illegal act or violate any law;
- post, send, submit, publish or transmit material that is vulgar, obscene, pornographic, or indecent;
- threaten or abuse others;
- libel or defame others;
- post, send, submit, publish or transmit material that is racist, abusive, harassing, threatening or offensive;
- impersonate or misrepresent your connection to any other entity or person or otherwise manipulate or forge headers or identifiers to disguise the origin of content;
- falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of Content or other material contained in a file that is permissibly uploaded (e.g., copyright, trademark or patent notices);
- solicit funds, advertisers or sponsors for any purpose;
- include programs that contain viruses, worms and/or Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications device;
- post, send, submit, publish or transmit material that amounts to a pyramid or other like scheme, including contests, chain letters, and surveys;
- disobey any policy or regulations including any code of conduct or other guidelines, established from time to time regarding use of the Service;
- use any device to navigate or search any Symphony Site other than the tools available on the Sites, generally available third party web browsers, or other tools approved by RNC;
- use any data mining, robots or similar data gathering, extraction, insertion, and/or site alteration methods;
- attempt to violate the security of the Service including attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- reverse engineer or decompile any parts of any RNC site;
- copy or duplicate in any manner any of the content or information available from the Service, other than as permitted by these Terms;

- access data not intended for you or logging into a server or account which you are not authorized to access;
- delete or alter any material posted by any other person or entity;
- harass, incite harassment or advocate harassment of any group, company, or individual;
- send unsolicited mail or email, make unsolicited phone calls or send unsolicited faxes promoting and/or advertising products or services to any user, or contact any users that have specifically requested not to be contacted by you;

You acknowledge that any materials you upload to the ReviewNet Service (“Submissions”) may be subject to posted limits on use, reproduction and/or dissemination, and you are responsible for abiding by such limitations with respect to your Submissions, including any downloaded materials. Notwithstanding these rights, you remain solely responsible for the content of your Submissions. You acknowledge and agree that neither RNC nor any third party that provides content and/or services to RNC, will assume or have any liability for any action made by RNC or such third party with respect to any Submission.

### 13. USE OF SUB-LICENSED PRODUCTS AND SERVICES

Client may procure from RNC certain products and services that are sublicensed by RNC from other third parties. Additional terms and conditions may apply to the Agreement governing use of the third-party product and services.

### 14. USER GENERATED CONTENT

You may provide your own content for use in assessments or interviews (“User Content”), such as test, survey and interview questions, for use in the ReviewNet Service. You are solely responsible for any User Content you provide and for any consequences thereof. You represent that you have the right to use any User Content which you post to the ReviewNet Service, and that such User Content, or its use by us as contemplated by this Agreement, does not: (a) violate these Agreements, applicable law, or the intellectual property or publicity rights of others; or (b) imply any affiliation, endorsement, approval or cooperation with you or your User Content by RNC without the express written consent from RNC. You grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any User Content that you provide in public areas of the ReviewNet Service in perpetuity, unless other rights have been established in a written Author agreement between you and RNC. Aside from the rights specifically granted herein, you retain ownership of all rights, including intellectual property rights, in the User Content that you post to the ReviewNet Service

RNC does not monitor, review, or edit User Content, but reserves the right to remove or disable access to any User Content for any or no reason, including but not limited to, User Content that, in RNC’s sole discretion, violates these Agreements. RNC may take these actions without prior notification to you. Removal or disabling of access to User Content shall be at our sole discretion, and we do not promise to remove or disable access to any specific User Content. RNC is not responsible for User Content nor does it endorse any opinion contained in User Content.

### 15. GENERAL

The parties agree that the Non-disclosure, Ownership of Products, and General provisions contained herein shall survive termination and/or expiration of this Agreement as provided in those Sections. Client’s obligation to pay for Services rendered and Products provided hereunder shall survive termination. Client cannot assign this Agreement, and the obligations contained herein, without the prior written consent of RNC. Any questions regarding the Terms of Service should be addressed to [info@reviewnet.net](mailto:info@reviewnet.net).