

## **Terms of Use**

August 20, 2010

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The Terms of Use include the Privacy Policy, which can be accessed via the homepage of the Website, which is incorporated by this reference, and governs your use of the Website. You agree to our collection, use and sharing of your information as set forth in the Privacy Policy.

### **2. User Conduct**

As a user of the Website, you understand and agree that all data, graphics, information, messages or other materials created or used by you, or posted by us on your behalf or at your direction, whether published, displayed or transmitted, are your sole responsibility.

You agree to act responsibly and treat other Website users with respect. As a Website user, you agree not to:

- a. violate any applicable local, state, provincial, regional, national, or international laws, statutes, and/or codes;
- b. email, make available, post, upload, or transmit any content that is abusive, harassing, harmful, threatening, unlawful, violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity), or otherwise objectionable or you do not have a written right to transmit under any law or under any contractual agreement or relationship;
- c. provide inaccurate, misleading or false information to us or to any other user. You agree to promptly notify us if any information provided to us or another user subsequently becomes inaccurate, misleading or false;
- d. transmit any chain letters or junk E-mail; or otherwise abuse the services and facilities provided to you; or
- e. post, copy, modify, transmit, show in public or private, create any derivative works from, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights.

You agree that any dealings with any advertiser found on the Website is solely between you and the advertiser, and we are not responsible or liable for any loss or damage incurred as a result of any such dealings. You are solely responsible for maintaining the confidentiality of your password and for all activities that occur under your username and password. You are fully responsible for all use of your account and for any actions that take place using your account, including content posted in public areas or private e-mail messages.

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“public”, your profile and resume may be reviewed by other Website and internet users, recruiters and employers. You also agree that you may be contacted by recruiters and employers for employment opportunities.

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You are solely responsible for your interactions with other Website Member users. We reserve the right, but have no obligation, to become involved in any way with disputes between you and other Website Member users.

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If notified of allegedly infringing, defamatory, damaging, illegal, or offensive content, we may, in our sole discretion, investigate the allegation and/or edit, remove or request the removal of such content.

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  - c. an identification of the material that you claim is infringing so that we may locate it on the Website;
  - d. your address, telephone number and email address;
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  - e. a statement by you that the above information in your Notice is accurate, made under penalty of perjury, and that you are authorized to act on behalf of the owner of the copyright interest involved.
- You can contact the Website's Copyright Agent at [big4guru@yahoo.com](mailto:big4guru@yahoo.com)

### **6. Warranty Disclaimer**

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## **9. Indemnity**

You agree to defend, hold harmless, and indemnify us from and against any and all claims, damages, costs, debt, losses, liabilities, obligations, and expenses arising from your use of and access to our Website; any violation of by you of these Terms of Use; any violation by you of any third party right; or any claim levied against you, that your submission caused damage to a third party.

## **10. Third Party Websites**

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These Terms of Use and the relationship between you and the Website shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of law provisions. Arbitration held in the State of New York shall be the exclusive dispute resolution process used by the parties hereto. Each of the parties hereby knowingly, voluntarily and intentionally waives any right it may have to a trial by jury in respect of any litigation.

## **12. Miscellaneous**

No failure or delay by us in exercising any right, power or privilege under these Terms of Use will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under these Terms of Use. The invalidity or unenforceability of any provision of these Terms of Use will not affect the validity or enforceability of any other provision, all of which will remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Service or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect. These Terms of Use represent the entire understanding of the parties regarding its subject matter, and supersede all prior and contemporaneous agreements and understandings between the parties regarding its subject matter. These terms and conditions are binding upon and shall ensure to the benefit of both parties and their respective successors, heirs, executor, administrators, personal representatives and permitted assigns. You shall not assign your rights or obligations hereunder without our prior written consent.

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### **Privacy Policy**

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When you first visit our website, a cookie (small file containing a string of characters) may be sent to your computer to uniquely identify your presence. While we recommend you allow these cookies, you may set your computer settings to restrict or refuse them. However, some features or sections of our site may not function properly if cookies are disabled.

We do not rent or sell your PII to other companies or individuals, unless we have your consent; or we provide such information to trusted businesses or persons with whom we implement reasonable contractual and technical protections limiting use of user information to our specified purposes. We will not disclose your account information to other people or non-affiliated companies. We may share aggregated information with others.

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Other than as provided herein, we will not share your personally identifiable information with third parties. Users will occasionally receive emails containing information about the Website that are likely to be of interest to our users. Members may opt-out of receiving such emails by replying to said email with a subject of "Unsubscribe."

From time to time, we may be required by law enforcement or judicial authorities to provide personally identifiable information to appropriate governmental authorities. We will disclose personally identifiable information upon receipt of a court order or subpoena or in order to assist a law enforcement investigation. We fully cooperate with law enforcement agencies in identifying those who use our Website's services for illegal activities.

In the event we go through a business transition, such as a merger, being acquired by another company, or selling a portion of our assets, Website users' personally identifiable information will, in most instances, be part of the assets transferred. Website users will be notified prior to a change of ownership or control of their personal information. If as a result of the business transition, the Website users' personally identifiable information will be used in a manner different from that stated at the time of collection they will be given a choice not to have their information used in this different manner, as described in the notification of changes section, below.

The Policy was last changed on August 20, 2010. If we make changes to any terms or conditions of the Policy, the changes will be posted in this document so that you will always know what information we gather as well as how we might use that information and to whom we may disclose it. We may change, modify, add or remove portions of the Policy at any time. Please be sure to check this page before proceeding to use the Web Site. If you have any questions about this privacy statement, the practices of this site, or your dealings with the Web Site, you can contact us at big4guru@yahoo.com.