

COMMODITYCAREERS.COM LLC

TERMS AND CONDITIONS OF USE

Version 3. 6/4/2008

These Terms and Conditions govern use of the Commodity Careers web site, wholly owned and operated by CommodityCareers.com LLC, with principle offices at 7491 North Federal Highway, Suite C5-163, Boca Raton, Florida 33487. The Site is located at www.commoditycareers.com. Please read these Terms and Conditions carefully. By accessing and using this Site, You are subject to these Terms and Conditions, which may be updated by Commodity Careers from time to time without notice to You. You are advised to check for updates periodically. You agree to be bound by this Agreement, whether You are a "Visitor" (which means that You simply browse the Site) or You are a "Member" (which means that You have registered with the Site). "You", "Your" and "User" refers to a Visitor or a Member and refers to all persons and/or entities using this Site for any reason. Users of the Site include employers, recruiters, job candidates, authors, and academic institutions. "Commodity Careers", "We", "Our", is defined as Commodity Careers and entities that control, are controlled by or are under common control with Commodity Careers ("the Network").

TERM:

These Terms and Conditions will remain in full force and effect while You are a User of the Site at any level in existence now or in the future. Commodity Careers reserves the right, in its sole discretion, to pursue all of its legal remedies, including but not limited to removal of Your User Content from the Site and immediate termination of Your registration with or ability to access the Site and/or any other services provided to You by Commodity Careers, upon any breach by You of these Terms or if Commodity Careers is unable to verify or authenticate any information You submit to the Site. Even after You are no longer a User of the Site, certain provisions of these Terms and Conditions will survive.

FEES:

You acknowledge that Commodity Careers reserves the right to charge for some or all of its services and to change its fees from time to time at its sole discretion. If Commodity Careers terminates Your Membership because You have breached the Agreement, You will not be entitled to the refund of any unused portion of subscription fees.

PASSWORD:

When You sign up to become a Member, You will be asked to choose a user name and password. You are entirely responsible for maintaining the confidentiality of Your password and are solely responsible for any and all use of Your account. You agree not to use the account, username, or password of another Member at any time or to disclose

Your password to any third party. You agree to notify Commodity Careers immediately if You suspect any unauthorized use of Your account or access to Your password.

SPECIFIC PROHIBITED USES:

You are prohibited from violating, attempting to violate, or aiding and abetting in the attempt or violation of the security of the Site, including, without limitation: (a) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (b) accessing data not intended for You or logging into a server or account which You are not authorized to access; (c) forging any TCP/IP packet header or any part of the header information in any e-mail or posting; (d) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus, spiders, robots, avatars, intelligent agents or corrupted data to the Site, overloading, continuous posting of repetitive text, "flooding", "spamming", "mailbombing" or "crashing"; or (e) sending unsolicited e-mail, "junk mail", "chain letters", including promotional materials and/or advertising of products or services, or any other form of solicitation. Violations of system and network security may result in civil or criminal liability.

You agree to use the Site only for purposes that are lawful and permitted by Commodity Careers. Commodity Careers specifically prohibits the following:

- (a) posting any jobs on the Site for any competitor of Commodity Careers or posting jobs or other content that contains links to any site competitive with Commodity Careers;
- (b) posting jobs or content on the Site that contain "hidden" keywords or keywords that are irrelevant to the job or are otherwise misleading;
- (c) posting any incomplete, false, inaccurate or misleading biographical information or information which is not Your own, accurate information or resume;
- (d) using any Commodity Careers database or information for any purpose other than as an employer seeking employees or employee seeking employment, including but not limited to using the information in the Commodity Careers resume database to sell or promote any products or services;
- (e) Deleting or changing another persons' information posted on the Site;
- (f) Posting or transmitting any message, information, data, text, software or images, or other material that may invade another's privacy, publicity rights, copyrights, patents or trademarks is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, vulgar, obscene, racist, sexist or otherwise objectionable in the sole opinion of Commodity Careers.
- (g) posting any franchise, pyramid scheme, "club membership", distributorship or sales representative agency arrangement or other business opportunity which requires an up front or periodic payment, pays commissions only (except for postings that make clear that the available job pays commission only and clearly describes the product or service that the job seeker would be selling, in which case such postings are permissible but must be preapproved in writing by Commodity Careers), or requires recruitment of other members, sub-distributors or sub-agents;

- (h) sending unsolicited mail or e-mail, make unsolicited phone calls or send unsolicited faxes regarding promotions and/or advertising of products or services to a User of the Site;
- (i) posting a sexually-explicit image or statement;
- (j) using any device, software or routine to interfere or attempting to interfere with the proper working of the Site or any activity being conducted on the Site, or taking any action that imposes an unreasonable or disproportionately large load on the Site's infrastructure;
- (k) notwithstanding anything to the contrary contained herein, using or attempting to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search The Site other than the search engine and search agents available from Commodity Careers on The Site and other than generally available third party web browsers (e.g., Microsoft Internet Explorer, Firefox, AOL Explorer, Safari, Netscape, Opera etc.);
- (l) deciphering, decompiling, disassembling or reverse engineering any of the software comprising or in any way making up a part of the Site;
- (m) aggregating, copying or duplicating in any manner, without advanced written consent from Commodity Careers, any of the Commodity Careers Content or information available from the Site (n) transmitting, distributing, erasing or storing material in violation of any applicable law or regulation or in a manner that will infringe the patents, copyrights, trademarks, trade secrets or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others.
- (o) violation of the Homeland Security Act of 2002.

INDEMNITY:

By using this Site, You agree to defend, indemnify, and hold harmless Commodity Careers, from any claims, damages, losses, liabilities and all costs and expenses of defense, including but not limited to attorneys' fees, resulting directly or indirectly from Your breach of the Terms and Conditions of the Site.

LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES:

Commoditycareers.com acts as a location for employers and recruiters to post job opportunities, and for job candidates to post resumes and User profiles. Commodity Careers does not screen or censor the listings or profiles posted, and does not assume any responsibility to do so, but may nevertheless, in its sole discretion remove User Content, job postings, resumes or other material from the Site from time to time. Commodity Careers disclaims any liability for taking such action or failing to take any such action. All conditions, warranties, undertakings, representations and other terms of any kind whatsoever, express or implied (whether by statute, common law or otherwise), in respect of the Site or in connection with it is hereby excluded by Commodity Careers to the fullest extent permitted by law and Commodity Careers shall have no obligation, duty or liability whatsoever to You.

Commodity Careers does not guarantee that any employer will ask for Your resume, ask to interview You or hire You, nor does it guarantee to any employer the availability of resumes or candidates, or that any candidate will meet Your needs.

Commodity Careers uses reasonable care in compiling and presenting the information found on this Site. However, the accuracy of information supplied by candidates, employers and other users is not within the control of Commodity Careers. Commodity Careers does not certify that it has verified any information in any job listing, resume, file, profile or other posting entered into the Commodity Careers database or available on this Site, and Commodity Careers does not assume liability for errors, omissions, inaccuracies, incompleteness, misinformation, typographical errors, outdated information or broken links found on the Site. Commodity Careers does not guarantee candidate employment verification.

The views and opinions of employers, candidates and other Users of the Site are not necessarily those of Commodity Careers.

The Site is provided on an “as is” and “as available” basis without any representation or endorsement from Commodity Careers and it makes no warranties of any kind, whether express or implied, in relation to the Site, including but not limited to, implied warranties of satisfaction, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing or usage or trade. Commodity Careers makes no warranty that the Site will meet Your requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the Site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the materials. Commodity Careers will not be responsible or liable to You for any loss of content or material uploaded or transmitted through the Website.

Commodity Careers is not involved in the actual transaction between employers and candidates. As a result, Commodity Careers has no control over User Content or profiles, the quality, safety or legality of the jobs or resumes posted, the truth or accuracy of the listings, the ability of employers to offer job opportunities to candidates or the ability of candidates to fill job openings and Commodity Careers makes no representations about any jobs, resumes or User Content on the Site. Commodity Careers may take any action with respect to content, posting or profiles that it deems is necessary or appropriate at its sole discretion.

IN NO EVENT WILL COMMODITY CAREERS BE LIABLE FOR DAMAGES OF ANY KIND INCLUDING WITHOUT LIMITATION ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES- EVEN IF COMMODITY CAREERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OR ALL OF THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IF THE LIMITATIONS SET FORTH IN THESE TERMS AND CONDITIONS ARE HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN COMMODITY CAREERS’ MAXIMUM LIABILITY TO YOU FOR

ANY TYPE OF DAMAGES, REGARDLESS OF THE CAUSE OF ACTION (BE IT IN CONTRACT, TORT, BREACH OF WARRANTY, EQUITY OR OTHERWISE) SHALL BE LIMITED TO THE AMOUNT YOU PAID TO COMMODITY CAREERS FOR ANY SERVICE OR \$50.00USD, WHICHEVER IS LESS.

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Commodity Careers, through its subsidiaries, maintains a number of trademarks, trade names and service marks in the United States and certain other countries, including, but not limited to COMMODITY CAREERS™, the logo, ATOM™ and ATOMIZER™.

Commodity Careers does not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, or any other materials (collectively, "Content") that You post to the Site. After posting Your Content to the Site, You continue to retain all ownership rights in such Content, and You continue to have the right to use Your Content in any way You choose. By displaying or publishing ("posting") any Content on or through the Site, You hereby grant to Commodity Careers a perpetual, non-exclusive, fully-paid and royalty-free, sublicensable, worldwide limited license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Site and within the Commodity Careers Network. This license will terminate at the time You remove Your Content from the Site. The license does not grant Commodity Careers the right to sell or sub-license Your Content, nor does the license grant Commodity Careers the right to distribute Your Content outside of the Commodity Careers Network. You expressly waive in favor of Commodity Careers and any other party authorized by Commodity Careers all moral rights and any similar rights in any jurisdiction that You may have or hereafter acquire in respect of any relevant communication or other material. At the request and expense of Commodity Careers, You will execute and deliver to Commodity Careers such instruments and take such other actions as may be required to carry out this grant of license and waiver.

COPYRIGHT POLICY:

You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, patents, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. It is the policy of Commodity Careers to terminate Membership privileges of any Member who repeatedly infringes the copyright rights of others or those of Commodity Careers upon receipt of proper notification to Commodity Careers by the copyright owner or the copyright owner's legal agent.

Without limiting the foregoing, if You believe that Your work has been copied and posted on the Site in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information, pursuant to the Digital Millennium Copyright Act: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that You claim has been infringed; (iii) a description of where the material that You claim is infringing is located on the Site; (iv) Your address, telephone number, and email address; (v) a written statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (vi) a sworn statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf. Commodity Careers' Copyright Agent for notice of claims of copyright infringement can be reached as follows: Commodity Careers, ATTN: Copyright Agent, 7491 North Federal Highway, Suite C5-163, Boca Raton, Florida 33487, by fax: 866-219-2533, or by email: customerservice@commoditycareers.com.

Our Privacy Policy has been developed to highlight our ongoing commitment to the privacy of our valued customers' personal information. The Policy explains why and how we gather, use, and protect the information you provide to us during the course of conducting our business. This policy will be constantly reviewed and updated to ensure it meets all of the new requirements dictated by standard business practices, new technologies, and important feedback from our customers. For this reason, it is important for you to review the Policy regularly. Please see our separate [Privacy Policy](#) for full text and additional details .

THIRD-PARTY ISSUES:

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The Site also contains third party advertisements, which contain embedded hyperlinks, or which include referral buttons to websites operated by third parties or their licensees or contractors. All third party advertising (including referral buttons and embedded

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GENERAL:

Commodity Careers makes no claims that the Site may be lawfully viewed or downloaded outside of 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 of the United States, You do so at Your own risk and are responsible for compliance with the laws of Your jurisdiction.

ENTIRE AGREEMENT:

The Terms and Conditions constitute the entire agreement between You and Commodity Careers and governs Your use of the Service, superseding any prior agreements between You and Commodity Careers with respect to the Service. You also may be subject to additional Terms and Conditions that may apply when You use or purchase certain other Commodity Careers services, affiliate services, third-party content or third-party software.

CHOICE OF LAW AND FORUM:

The Terms and Conditions and the relationship between You and Commodity Careers shall be governed by the laws of the State of Florida without regard to its conflict of law provisions. You and Commodity Careers agree to submit to the personal and exclusive jurisdiction of The Circuit Court of the Fifteenth Judicial Circuit of Florida or the U.S. District Court in and for Palm Beach County.

WAIVER AND SEVERABILITY OF TERMS:

No waiver of any term of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term.

If any part of the Conditions is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from these Terms and Conditions and shall not effect the validity and enforceability of any of the remaining provisions of the Terms and Conditions.

STATUTE OF LIMITATIONS:

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.