



TERMS AND CONDITIONS

These Terms and Conditions (the “Agreement”) are between us, EvoTek Recruiting LLC, and you. Please read this Agreement carefully before using our website. If you use or visit our website, you have agreed to this Agreement. So please do not use our website if you disagree with this Agreement or if you do not understand this Agreement. Any other disclaimers on our website are a part of this Agreement. We may modify or change this Agreement without notice to you, and any changes or modifications are effective immediately when published.

THIS AGREEMENT CONTAINS A CLASS ACTION WAIVER PROVISION AND A JURY WAIVER PROVISION.

I. The Website

Our website includes any information and subpages within. The term “website” does not mean third party links or websites. We simply provide you with information and the ability to communicate with us. None of this information will constitute the rendering of legal, accounting, tax, career or other professional advice or services.

Using our website does not create any relationship between us and you, either as independent contractor, employee/employer, joint venture, partnership, or any other agent relationship. Any greater relationship between us will be reflected in a separate agreement.

II. Communication

If you send us a message through the contact us form, please allow up to one (1) business day for a response, though this may be extended by holidays and weekends. We may contact you through phone, email, or newsletter. If you wish to unsubscribe from emails or newsletter, please let us know. You may unsubscribe at any time, and we may retain your account to be re-activated if you re-subscribe.

You may also provide us with testimonials. If you do, you are granting us a perpetual and unrestricted worldwide license to edit and publish that testimonial on our website.

We do not attempt to collect any personal information from those under the age of 18. If you feel that we have unknowingly collected information from someone under the age of 18, please contact us immediately and this information will be removed. For more information on how to protect your children online: Visit www.OnGuardOnline.gov for social networking safety tips for parents and youth.

III. Ownership

The following lists are examples of protected material and information, and we just want to make sure you have no questions about who owns what. All technology, programs, software, information, processes, data, developments, designs, artwork, formulae, other copyrightable and/or patentable works and techniques related to or associated with the website, (the

“Company Technology”) is retained and owned by us at all times. All material on the website, including, but not limited to, text, data, graphics, logos, button icons, images, sound bites, audio clips, videos, video clips, links, digital downloads, data compilations, and software is owned, controlled by, or licensed to us and is protected by copyright, trademark, and other intellectual property rights. You may not edit, develop, make changes to, transfer, sell, or use any Company Technology or any material on the website, unless we expressly give you permission to do so.

You may provide links to our website, so long as you do not change, remove, or obscure the copyright notice or other notices on our website. Your website or other source of links must not engage in illegal or obscene activities. Finally, you may link provided you understand that you must stop linking to our website immediately if we request.

IV. Candidates and Employers

Candidates

We want to make sure our candidates are in the best position to get an interview with a potential employer. As such, one of our features allows you to create a profile. In order to create your profile, you may be required to provide information about yourself, including name and contact information, and profession details.

You may also upload your resume and cover letters, which will continue to be yours. We may make suggestions for edits to your resume or cover letter, but it is your responsibility to approve any suggested edits. Your approval may include written or verbal consent. If you do not approve the suggested edits, we will not submit them to the potential employer. If you do approve the suggested edits, it is your responsibility to ensure their accuracy and completeness. Just because you upload a resume and/or cover letter, we cannot guarantee you will be placed or even interviewed, that is up to the potential employer. Further, by uploading your resume and/or cover letter, you are giving us permission to follow up with past employers or organizations for which you worked. Naturally, this includes any references you provide. Also, do not send us or post material that infringes or violates the rights of others, which is unlawful, obscene, profane, indecent or otherwise objectionable, threatening, defamatory, or invasive of privacy or publicity rights.

You agree that any such information you provide will always be accurate, correct and up to date. We will keep your information private as stated in our Privacy Policy.

Employers

We want to establish long-term relationship with our client employers. As an employer, you may submit a job posting for our review. After we have reviewed the posting, we will determine in our discretion whether your job will be posted on our site. Of course, we cannot guarantee that we will find a candidate for placement.

V. Equal Employment Opportunity

We provide equal employment opportunities (EEO) to all candidates for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, disability, or genetics. In addition to federal law requirements, we comply with applicable state and local laws governing nondiscrimination in employment in every location in which we operate. This policy applies to all terms and conditions of our services to you, including recruiting, hiring, and placement.

We will not tolerate any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status. Improper interference of workplace harassment may result in termination of our services.

VI. Liability & Indemnification

We recognize that we are not perfect. The content on the website may have inaccuracies or typographical errors. Further, we will not warrant that our website will operate without mistakes or delays, or that any third party websites will be free of viruses or other harmful components. Even if we provide a link to a third-party website, we do not endorse the third-party and we are not responsible for the contents of any linked site, or any link contained in a linked site. This website, and the information within, are provided AS IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. As such, in no event will we, or any third parties we work with, be liable for any incidental, consequential, indirect or other damages. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. In such states, liability is limited to the greatest extent permitted by law, resulting in the smallest dollar amount permitted for the aggregate liability for both our website and affiliated parties for a claim deriving from or related to our website. This is in place of any and all other remedies otherwise available.

You agree to indemnify, defend and hold us and our agents harmless for all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any use of the website or violation of this Agreement by you or any other person affiliated with you. Further, you agree to indemnify, defend and hold us and our agents harmless for all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from enforcement of this Agreement, including this indemnification clause.

VII. Dispute Resolution & Waivers

This Agreement is governed by the laws of the United States and the State of Indiana. If there is a dispute between you and us with anything related to this Agreement, including services or payments, then we agree to initially attempt to resolve the issues to the mutual satisfaction of the parties and in good faith through negotiation. If we cannot resolve the dispute through negotiation, then we may then agree to mediation. If we cannot resolve the dispute by either negotiation or we do not agree to mediate the dispute, then we agree to either:

1. submit a claim to the small claims state court located in Allen County, Indiana, if the total damages in dispute are less than or equal to six-thousand (\$6,000.00) dollars; or
2. If the total damages in dispute are greater six-thousand (\$6,000.00) dollars, then to arbitrate the dispute by agreeing to an arbitrator. If we cannot agree on an arbitrator, we will each appoint a third-party representative, who will agree to an arbitrator for us. The arbitration hearing will take place in Allen County, Indiana. The arbitrator may not change the terms of this Agreement, and their decision shall be final and binding. The cost of the arbitrator will be split equally by the parties, but all other costs will be covered by the individual parties.

In any event, the court or arbitrator will apply Indiana substantive law. The prevailing party will be entitled to recover its attorneys' fees and costs.

Please read the next part carefully because it contains a class action waiver and a jury waiver.

Class Action Wavier. YOU WAIVE THE RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM OR DISPUTE AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL.

Jury Wavier. You waive your respective rights to a trial before a jury in connection with any Dispute between you and us. If a Dispute is brought before a court of law or equity, the Dispute shall be resolved by a judge sitting without a jury. If a court determines that this provision is not enforceable for any reason and at any time prior to trial of the Dispute, but not later than thirty (30) days after entry of the order determining this provision is unenforceable, any party shall be entitled to move the court for an order compelling an alternative to litigation, including mediation or arbitration and staying or dismissing such litigation pending the alternative dispute resolution.

VIII. General Provisions

This Agreement represents the entire understanding of both Parties, so it supersedes all previous agreements and understandings and discussions. If we make any exceptions to what has been described in this Agreement, we are not waiving our rights to seek remedies.

Whenever possible, each provision of this Agreement will be interpreted to be effective and valid under the law, but if any provision of this Agreement is invalid or unenforceable, the rest of this Agreement is still in full force and effect.

As stated above, by using this website, submitting your information, or if prompted to authorize this Agreement electronically by clicking the "I Agree" button or communicating with us via email or the website, you are deemed to have executed this Agreement electronically, effective on the date of your payment, pursuant to the U.S. Electronic Signatures in Global and National Commerce Act (the E-Sign Act) (15 U.S.C. § 7001, et seq.).