

Terms of Service

Welcome to Experience™ and our online network that brings together universities, students, alumni, corporations and partners (referred to herein as the "Experience Network" or the "Site"). These Terms of Service are the terms and conditions under which authorized users of the Site ("you" or "User") may use the Experience Network and the functionality, content and services offered to you by Experience, Inc. ("Experience," "we" or "us") on or through the Site. Please read this page carefully. If you do not accept these Terms of Service, do not use this Site or services. Any use by you of this Site or related services indicates your acceptance of and agreement to be bound by these Terms of Service, as amended and in effect from time to time. We may amend or modify these Terms of Service at any time without notice to you, so you should visit this page periodically to review the most current version.

To access the Corporate Terms & Conditions that are incorporated into Experience's Corporate Services Agreement, please [click here](#) to jump directly to that section below.

Who May Use the Site?

The Site may only be accessed and used by:

- Career center administrators, alumni association administrators, and/or other staff members of colleges or universities which are members of the Experience Network ("Network Schools") and have (a) licensed and purchased one or more of our career services management solutions and related services and paid all fees due to Experience in connection therewith; and (b) obtained a valid password to access the Site from us.
- Students and alumni from Network Schools who are seeking career information and/or employment and who have obtained a valid password to access the Site from us or their college or university career center.
- Recruiters and hiring managers from companies seeking to hire students or alumni from Network Schools which either (a) have licensed or purchased any of our online recruiting solutions or corporate services, paid all fees due to Experience in connection therewith and received a valid password to access the Site from us; or (b) are recruiting at one or more of our Network Schools and have received a valid password from the career center of such Network School(s) to access such Network School's career management system from the Site.

Notwithstanding the foregoing, Experience reserves the right, in its sole discretion, to deny access to the Site by any User or to modify, suspend or terminate any User's access to or use of the Site at any time, for any reason or for no reason, without notice. In the event a User's access to the Site is terminated for reasons other than a breach of these Terms of Service or any other agreement between Experience and such User, such User shall be entitled to a refund of any prepaid but theretofore unapplied fees.

In no event may this Site be used or linked to by third party recruiters or by any party charging a fee for access to this Site or for access to any information gathered in this Site (including, but not limited to, employment clearing houses, employment placement/outplacement agencies, search firms, headhunters, temporary worker agencies, or employment consultants) without the prior written consent of Experience in each instance, except for third party recruiters who have been provided with usernames and passwords by the Network School they are accessing.

Users under the age of 16 must provide Experience with written permission from a parent or guardian prior to using the Site.

Each User will be assigned a unique password, which will enable such User (and only such User) to access and use those portions of the Site that they are authorized to use. You are responsible for maintaining the confidentiality and security of your password, and for all uses of your password or registration and all activities that occur under your password or account, whether or not authorized by you. You agree (a) not to disclose or share your password with any third party, (b) to use your best efforts to prevent any third party from obtaining your password, and (c) to inform us immediately of any actual or potential unauthorized use of or access to your password or to the Site. No User shall create more than one account on the Site without the prior written consent of Experience in each instance. Passwords are subject to cancellation or suspension and Users may be subject to additional fees upon the misuse of any password by any User.

Acceptable Use of the Site

The Site may only be used for lawful purposes to (a) manage and automate career services functions, (b) obtain career information and identify and apply for job opportunities, and (c) seek, assess and hire job candidates, obtain information and data relating to college recruiting, and automate and manage on-campus and online college recruiting functions. Users shall only access and use the content, features and functionality of the Site which their password permits them to access and use. All Users are required to adhere to these Terms of Service, including the following requirements and guidelines:

Legal Compliance & Posting Limitations.

Users must use the Site in accordance with all applicable international, federal, state and local laws, and may not post or transmit anything that would give rise to any civil or criminal liability for any party or otherwise violate any law. In furtherance of and without limiting the foregoing, Users specifically acknowledge and agree that they may not:

- Post or transmit any message, information, data, text, software or images, or other materials (collectively, "Content") that violates the copyright, privacy, confidentiality, publicity or intellectual property rights of any person or that reveals any information that should be known to the User to be confidential or a proprietary.
- Post or transmit Content that is false, misleading, defamatory, obscene, indecent, threatening, harassing, harmful, tortuous or otherwise objectionable or that could constitute an incitement to unlawful conduct.
- Post or transmit any incomplete, false or inaccurate biographical information or information which is not your own accurate profile or resume.
- Impersonate any person or entity, including without limitation an Experience employee or agent, an authorized user of Experience's services, a candidate, a career center administrator or staff member or an employer, or otherwise misrepresent your affiliation with any person or entity.
- Post or transmit any Content that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements or the resume of an individual other than yourself).
- Delete or modify any material posted by any other person or entity not related to you.
- Print out or otherwise copy or use any personally identifiable information about candidates for purposes other than consideration of the candidates for potential employment by your company.
- Communicate, send, or place unsolicited e-mail, telephone calls, mailings or other contacts to other Users or entities within the Experience Network.
- Register an e-mail address that you do not own or for which you do not have the express permission of the owner to register.

Site Security and Integrity.

Users may not violate or attempt to violate the security, efficiency, reliability, or integrity of the Site or its Content in any way, including, without limitation:

- Accessing content, data, features or functionality on the Site for which your password is not authorized or accessing or logging into a server or account that you are not authorized to access.
- Deleting or revising any Content (including, but not limited to, legal notices) posted by Experience.
- Aggregating, copying or duplicating in any manner or framing of or linking to any of the Content available from the Site.
- Attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Site.
- Taking any action that imposes an unreasonable or disproportionately large load on the Site's infrastructure.
- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.
- 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 this Site other than the search engine and search agents available from Experience on this Site and other than generally available third-party web browsers (e.g., Netscape Navigator, Microsoft Explorer, Firefox).
- Forging any TCP/IP packet header or any part of the header information in any e-mail or posting.

Violations of system or network security may result in civil or criminal liability. Experience may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

No Un-permitted Commercial Activity. This Site may not be used for purposes of or to further any commercial activity other than those described in the first sentence of this Section entitled "Acceptable Use of Site," without the prior written consent of Experience. Posting or transmitting any unsolicited advertising, promotional materials, junk mail, "spam," chain letters or any other form of solicitation without the prior written consent of Experience is strictly prohibited. Specifically (but without limiting the generality of the foregoing), you may not (i) spam our Users, (ii) reply to a job listing, except to apply for that job on behalf of yourself; or (iii) use allocated job listings other than to list available jobs at the your company. No User may post any franchise, pyramid scheme, club membership, distributorship or sales representative agency arrangement or other business opportunity that requires an up-front or periodic payment, pays commissions only, or requires recruitment of other members, sub-distributors or sub-agents, whether or not such posting is a bona fide offer of employment.

Appropriate Communications.

Job seekers may not reply to an employment advertisement for any reason except to apply for the job listed or to request information about the job advertised. Employers may not contact a job seeker for any reason, except to initiate communication regarding a bona fide employment opportunity. There are risks, including but not limited to the risk of physical harm, of dealing and communicating with strangers, with persons outside the jurisdiction of the United States, with minors or with persons acting under false pretenses. User assumes all risks associated with such dealing or communications and with the use of the Site generally.

No Resale of Content or Services.

Users are strictly prohibited from, and agree to refrain from, reproducing, duplicating, copying, selling, reselling, trading or otherwise distributing or exploiting for any commercial purposes the Site or its Content or any portion thereof, access to or use of the Site or the Content or any portion thereof, or any of the related services offered on the Site.

User Information

When you register on the Site and during the course of your use of the Site, you will be asked to provide certain personally identifiable information about you, such as your name, address, e-mail address and similar information. All personally identifiable information you provide to us is protected under and subject to our [Privacy Policy](#) which is published on this Site, as amended and in effect from time to time.

We also gather and compile information and data about our Users and their usage of the Site on a collective basis and in a manner which does not disclose or reveal any personally identifiable information about individual Users. You understand, acknowledge and agree that we are the sole owners of all such aggregated, anonymous data for all purposes, and have the unrestricted right to use such data and to disclose or distribute such data to third parties as we deem appropriate so long as it does not contain personally identifiable information about our Users.

User-Submitted Content

This Site is a passive platform for university staff and administrators, employers and jobseekers to interact with one another. Users are solely responsible for any and all content and communications that they post or transmit to the Site or to any User of the Site, as well as for the consequences of such postings and transmissions. Experience is not involved in any interaction, transaction or negotiation between or among university staff, employers or job candidates, and has no obligation to preview, screen, edit or monitor the listings, resumes or other User-submitted content on the Site. Experience has no control over and takes no responsibility for (a) the truthfulness, accuracy, quality, safety, morality, desirability or legality of the company information, job postings, resumes or other candidate data, communications or information or any other User communications or User-submitted content on the Site, (b) the ability of employers to offer job opportunities or the ability of candidates to fill job openings, or (c) the hiring, recruiting or other practices of any User. Nothing on the Site shall be deemed to be an endorsement, representation or warranty by Experience with respect to any Network School, User, employer, job applicant or third party, or any content, information or communication provided by any of them. You acknowledge that any reliance on any material or communication posted or transmitted by another User will be at your own risk.

Experience may, in its sole discretion, reject, remove or edit any User-submitted content or communication appearing on the Site for any reason, without notice, including, but not limited to, any job posting, employment advertising, resume or other User content or communication. Without limiting the generality of the authority prescribed in the preceding sentence, Experience reserves the right (but shall have no obligation) to investigate any reported or suspected violation of these Terms of Service and to edit or remove any content or communication that violates these Terms of Service or that Experience may in its sole discretion determine to be inappropriate or objectionable for any reason whatsoever; provided, however, that Experience shall have no liability or responsibility to Users for performance or nonperformance of such activities. Any decision by Experience to edit or remove any content shall be final, binding and not subject to debate or refund. Experience reserves the right to expel Users and prevent their further access to the Site for violating these Terms of Service or the law, and may take any action with respect to User-submitted information that it deems necessary or appropriate in its sole discretion if it believes it may create liability for Experience or may cause Experience to lose (in whole or in part) any Network Schools or other clients or customers or the services of its ISPs or other suppliers.

By submitting or posting any content to any area of the Site, you grant Experience and its affiliates the royalty-free, perpetual, irrevocable, sublicenseable (through multiple tiers), non-exclusive right (including any moral rights) and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed. You also warrant that the holder of any rights, including moral rights in such content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You also permit any User to access, display, view, store and reproduce such content for the purposes contemplated by the Site. Subject to the foregoing, the owner of such content placed on the Site retains any and all rights that may exist in such content.

Third Party Content and Links

The Site provides content and material from, and links and references to, web sites of third parties and other third party resources not controlled by Experience (collectively, "Third Party Content"). You acknowledge and agree that Experience neither endorses nor is responsible or liable for the availability, accuracy, currency or reliability of any Third Party Content. Any concerns regarding such Third Party Content should be directed to the third party. Under no circumstances will Experience be liable for any loss or damage caused by any use or reliance on Third Party Content or any purchase or use of goods or services from any third party referenced on the Site. Nothing on the Site shall be deemed to be a recommendation of any third party, Third Party Content or third party products or services, or to constitute any representation or warranty as to a third party's qualifications, services, products, offerings, information or any other content.

Termination

Experience may, in its sole discretion, terminate your password, account (or any part thereof) or access to or use of the Site, or remove or discard any content within the Site, for any reason, including, without limitation, your failure to pay any fees or other amount due to Experience or if Experience believes that you have breached or violated or acted inconsistently with the letter or spirit of these Terms of Service or any agreement between you and Experience. Experience may also in its sole discretion and at any time discontinue providing the Site or any related services, or any part thereof, with or without notice. You agree that any termination of your access to

the Site under any provision of these Terms of Service may be effected without prior notice, and acknowledge and agree that Experience may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Site. Further, you agree that Experience shall not be liable to you or any third party for any termination of your access to the Site or any related services. All fees and other amounts paid to Experience by any User for access to or use of the Site, any features or functionality of the Site or any related services are non-refundable, except as otherwise expressly provided herein or in any other written agreement between Experience and such User.

Proprietary Rights

The contents of the Site, including, but not limited to, its look and feel, text, graphics, icons, logos, buttons and images and any and all software used on or incorporated in the Site (collectively, the "Site Content"), are protected under United States and foreign copyright, trademark, patent, trade secret and other laws. All Site Content is the property of Experience or its suppliers, Network Schools, participating employers or business partners. The compilation (meaning the collection, arrangement and assembly) of the Site Content is the exclusive property of Experience and is protected by United States and international copyright laws. Unauthorized use of the Site Content may violate copyright, trademark, patent and other laws. You must retain all copyright, trademark, service mark and other proprietary notices contained in the original Site Content on any copy you make of such material. You may not (a) sell or modify the Site Content; (b) modify, decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Site, or (c) reproduce, display, publicly perform, distribute, or otherwise use the Site Content in any way for any public or commercial purpose. The use of the Site Content on any other web site or in a networked computer environment for any purpose is prohibited.

Experience, the Experience logo, Experience Network, eRecruiting Pro and all other Experience trademarks, tag-lines, product and service names and logos are all trademarks of Experience (collectively, the "Experience Marks"). You agree that you will not, without the prior written consent of Experience, display or use any of the Experience Marks in any manner.

The Site also contains many third-party trademarks and service marks of Experience Network Schools, participating employers and business partners. All such marks are the property of their respective holders.

Disclaimer of Warranties

All Users expressly understand and agree that:

- YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE AND ALL SITE CONTENT AND RELATED SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, EXPERIENCE DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
- EXPERIENCE MAKES NO WARRANTY THAT (I) THE SITE OR ANY RELATED SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (II) THAT YOUR ACCESS TO OR USE OF THE SITE OR ANY RELATED SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, (III) THAT ANY DEFECTS IN THE SITE WILL BE CORRECTED, (IV) THAT THE SITE OR ANY SERVER THROUGH WHICH YOU ACCESS THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, (V) THAT ANY JOB POSTING, RESUME, ADVERTISEMENT OR OTHER CONTENT OR COMMUNICATION WILL BE VIEWED BY ANY MINIMUM OR SPECIFIC NUMBER OF USERS OR BY ANY PARTICULAR USER, (VI) THAT THE QUALITY OR QUANTITY OF JOB APPLICANTS OR JOB OPPORTUNITIES OR THE QUALITY OF ANY PARTICULAR JOB APPLICANT OR JOB OPPORTUNITY WILL MEET YOUR EXPECTATIONS, OR (VII) THERE WILL BE ANY MINIMUM NUMBER OF USERS WITH RESUMES OR SPECIFIC NUMBER OF USERS WITH RESUMES OR PARTICULAR USERS WITH RESUMES ON THE SITE OR THAT ANY OF THE USERS WITH RESUMES WILL MEET YOUR EXPECTATIONS. EXPERIENCE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULT OF THE USE OF THE SITE OR ANY SITE CONTENT IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.
- ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM EXPERIENCE OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.

Limitation of Liability

IN NO EVENT SHALL EXPERIENCE BE LIABLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND -- INCLUDING WITHOUT LIMITATION LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA -- ARISING OUT OF OR RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE, REGARDLESS OF WHETHER EXPERIENCE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

EXPERIENCE'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THE SITE, YOUR USE OF THE SITE AND THE SUBJECT MATTER HEREOF, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF

WARRANTY OR OTHERWISE), SHALL NOT EXCEED THE GREATER OF (I) THE TOTAL AMOUNT OF ALL FEES PAID TO EXPERIENCE BY YOU DURING THE THREE (3) MONTH PERIOD PRECEDING THE IMPOSITION OF LIABILITY; OR (II) \$100.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Indemnification

You agree to defend, indemnify and hold harmless Experience and each of its officers, directors, employees and agents from and against any and all damages, liabilities, claims, demands, costs and expenses, including but not limited to, reasonable attorneys' fees, resulting from your (i) use or misuse of the Site, (ii) violation of these Terms of Service (as amended and in effect from time to time), (iii) conduct, communication or interaction with any other user of the Site or any of your other activities on the Site, or (iv) violation of the rights of any other User of the Site or any other person or entity. Use of this Site is at your own risk.

Copyrights and Copyright Agent

If you believe any content or materials on the Site infringes your copyright, you agree to abide by the notice and take down procedures of the Digital Millennium Copyright Act by contacting our copyright agent and providing the following information:

- A description of the copyrighted work or other intellectual property that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Site;
- Your address, telephone number, and email address;
- A 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;
- A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf; and
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest.

The name and contact information of our agent for copyright issues is as follows:

Ms. J. Floren
Copyright Agent
Experience, Inc.
One Faneuil Hall Marketplace
Boston, MA 02109
Phone: 617-305-7400
Fax: 617-305-7901

Miscellaneous

Entire Agreement.

This Agreement, together with our [Privacy Policy](#) and any written license and services agreement or subscription agreement between you and Experience relating to the Site, constitutes the entire agreement between us with respect to your use of the Site and supercedes any previous oral or written arrangements or understandings relating thereto. In the event of any conflict or inconsistency between these Terms of Service and any written license and services agreement or subscription agreement between us and any User, the provisions of the applicable license and services agreement or subscription agreement shall prevail.

Waiver, etc.

No waiver of any provision of these Terms of Service by Experience shall be effective unless in writing signed by an authorized representative of Experience. The waiver by Experience of a breach or violation of any provision of these Terms of Service shall not constitute a waiver by Experience of any succeeding breach of the same or other provision; nor shall any delay or omission on the part of Experience to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any such right, power or privilege by Experience. Any provisions of these Terms of Service that may be invalid shall not affect the validity of enforcement of the remaining valid terms of these Terms of Service.

Governing Law.

These Terms of Service and all use of the Site shall be governed by the laws of the Commonwealth of Massachusetts, without regard to its conflict of law provisions. You hereby submit to the jurisdiction of the courts of the Commonwealth of Massachusetts and the federal courts of the United States of America located in such state for purposes of any action relating to the interpretation or enforcement of the provisions of these Terms of Service, and agree that any legal proceedings arising under or pursuant to these Terms of Service or your use of the Site shall be conducted in such state.

Corporate Terms & Conditions

Experience, Inc.'s ("Experience") web based recruiting products and services ("Corporate Services" or "Services") may be purchased by signing our Corporate Services Agreement, which incorporates these Corporate Terms and Conditions in full by reference, or through our online ordering process, which includes acceptance of these Corporate Terms and Conditions as a required component of the process. In either case, the Corporate Services Agreement or online order form (as the case may be) and these Corporate Terms and Conditions, taken together (collectively, the "Agreement"), set forth the terms and conditions upon which Corporate Services are sold and provided by Experience to its corporate clients ("You").

Experience may amend or modify these Corporate Terms and Conditions at any time and from time to time without notice to You, so you should visit this page periodically to review the most current version.

Upon signing a Corporate Services Agreement or ordering Corporate Services through our online ordering process, You are indicating your acceptance of, and agreement to be bound by and to comply with, the following (as same may be amended by Experience and in effect from time to time):

1. Purchase of Services. As a corporate client of Experience who is procuring Experience Corporate Services, You agree to purchase and pay for such Corporate Services, in each case on the terms and subject to the conditions set forth in the Agreement, which includes the terms and conditions set forth below.
2. Web Site Usage Guidelines. Experience will allow authorized users specified in the Agreement to access its web site (the "Site") and the corporate services purchased using an assigned username and password as described in Section 8 herein. Only authorized users are permitted to use the Site per this Agreement for the sole purpose of presenting career opportunities to student and alumni users of the Site.
3. Content.
 - a. You are responsible for any and all content and communications that You publish or post on the Site or submit to Experience or any user of the Site, and for the consequences of its publication and use, including, but not limited to, job postings, company descriptions, links to web sites, sponsorship or advertising images and copy (collectively, the "Content").
 - b. You represent and warrant that You have the right to publish and display any Content You publish or post on the Site or submit to Experience or any user of the Site, and that such Content does not and will not infringe upon or violate any copyright, trademark or other intellectual property rights of others, any applicable law or regulation or any privacy, publicity or other personal rights of others. You agree to indemnify and hold Experience harmless from, and against, any expense, liability, claim or loss that results from any claims arising out of the publication or delivery of Your Content.
 - c. All Content is subject to Experience approval. Experience reserves the right, in its sole discretion (but shall have no obligation), to reject or cancel the publication or delivery of any Content for any reason at any time. or to modify, reject, remove or edit any Content on the Site for any reason, without notice. Without limiting the generality of the authority prescribed in the preceding sentence, Experience reserves the right, in its sole discretion, to modify, reject, remove or edit any Content which it deems to be unacceptable, unlawful, distasteful, immoral, unethical, offensive, discriminatory, objectionable or otherwise in violation of any provision of this Agreement or which it believes may create liability for Experience or may cause Experience to lose any clients or customers or the services of its ISPs or any other suppliers. Any decision by Experience to modify, reject, edit or remove any Content shall be final, binding and not subject to debate or refund. Experience will not be liable for any claims or damages related to exercising, or failing to exercise, its right to modify, edit, remove, reject or cancel publication or delivery of any Content.
4. Targeting. Experience enables You to publish and/or deliver Your Content to all student and alumni users of the Site (the "Members") or to targeted subsets of Members based on specific criteria. Targeted Content will be accessible only to Members who have identified themselves to Experience as matching the criteria You have selected. Experience does not verify or in any way warrant or guarantee the accuracy or truthfulness of the targeting criteria indicated by Members in their account profiles. You are responsible for the use of Your targeting criteria, and for ensuring that Your use of targeting criteria complies with all applicable laws and regulations.
5. Job Posting Subscription Period; Permitted Postings. All job postings will run for the period subscribed for, unless earlier terminated in accordance with the provisions of this Agreement. You may not substitute a job posting with another job posting during the subscription period without incurring additional charges. Any jobs posted by You on the Site in excess of the number of jobs subscribed for will be billed to You at Experience's then current rates, and may result in the termination of Your account with Experience.
6. Resume Searching Services. If You subscribe for resume searching services, You will have the ability, for the period subscribed for and subject to the provisions of this Agreement, to conduct a search of Experience's database of Member profiles and resumes to find candidates for employment. Experience does not warrant or guaranty the truthfulness, accuracy, correctness or completeness of any of the information contained in its Member profiles or resumes. You acknowledge and agree that any use of or reliance on such information by You will be at Your own risk.
7. eRecruiting ProTM Services. If You subscribe for eRecruiting Pro services, You will have the ability, for the period subscribed for and subject to the provisions of this Agreement, to link Your account to those university eRecruiting systems specified in

the Agreement (or, in the case of online ordering, specified within the Site when you purchase the Corporate Services) that have granted You permission to link to their systems. By using eRecruiting Pro to link to multiple university systems You will be able to perform certain recruiting tasks (such as posting a job) across multiple university systems in a consolidated manner using features that may be developed by Experience from time to time. Payment will only be required for links to universities that are using the eRecruiting system (and are therefore available to link Your account) as of July 1 of the academic year for which the Services are purchased (the academic year is defined as the twelve months spanning July 1 of a given calendar year through June 30 of the following calendar year). Your access to eRecruiting Pro will be effective from the date of purchase through June 30 of the then-current academic year unless otherwise specified in or sooner terminated pursuant to the Agreement. University connections to the Site are at the University's sole discretion, and Experience is not responsible for refunds in the event that any university a) discontinues the use of eRecruiting and becomes unavailable for links, b) does not provide You access to its university eRecruiting system for any reason, c) denies the publication of any of Your job postings or other Content, or d) denies You access to any events, resume books, schedules or other services that may be provided by the university.

8. Authorized Users; Password Protection. To access Corporate Services delivered on the Site, You will establish a unique username ("Username") and a unique password ("Password") when creating an account, which will enable You (and only You) to access and use the Services. You will be solely responsible for the security of Usernames and Passwords and You agree to comply with the procedures specified by Experience from time to time regarding using and updating Usernames and Passwords to the Site. You are responsible for maintaining the confidentiality of your Username and Password and You will be subject to termination and/or additional fees if you share your Username and Password without the express written consent of Experience.
9. Marketing Services. Marketing Services may include online sponsorship, direct email, direct mail, advertorial, events, online advertising, or other media formats employed by Experience from time to time to deliver Your Content to Members (collectively, "Marketing Services," and individually a "Marketing Campaign"). All online Marketing Services are duration-based unless otherwise specified. In order to ensure that Your Marketing Campaign is delivered to Members on time, all Content must be received at least 48 business hours prior to the beginning of a Marketing Campaign. Rich media must be approved in advance by Experience, and must be received at least 10 business days prior to the beginning of a Marketing Campaign. If acceptable Content is not received within the stated deadlines, You may forfeit Your allocation of Marketing Services or Experience may not be held responsible for delivering the specific commitments of the Marketing Campaign. In the case of print or direct mail Marketing Campaigns, all Content must be received prior to the space reservations and materials deadlines published by Experience from time to time.
10. Communication to Members.
 - a. If and to the extent applicable, You hereby to comply with the Can Spam Act of 2003, and to include in Your Content all information required for compliance (including Your physical address, valid instructions for Members to opt-out of any future communications by You, and other information required by law as may be amended from time to time).
 - b. You acknowledge that some of the email addresses of Experience Members may be included within Your email suppression file. In order to be eligible to send email to Members, You are responsible for supplying Experience with any relevant suppression files you may be in possession of, prior to the transmission of your message. Upon receiving the suppression file(s), Experience will remove all applicable email addresses prior to transmission. Experience will allow third-party suppression list management services to be employed ONLY if a separate confidentiality and non-disclosure agreement is signed in advance between Experience and that vendor. You are obligated to pay Experience an additional fee of \$5 for every thousand names listed on your suppression file(s).
11. Performance Measurement. Experience does not guarantee the number of job applications, impressions, click-throughs, or other outcomes unless otherwise specified in the Agreement. All online performance commitments for impressions or defined leads will be measured by Experience's ad servers in order to determine fulfillment of the commitments within the Agreement, which measurements and determinations shall be final and binding.
12. Fees; Payment Terms.
 - a. Fees. The fees payable by You hereunder are set forth in the Agreement or, in the case of online ordering, are as presented to you within the Site.
 - b. Payment/Timing. All amounts required to be paid to Experience hereunder shall be paid in U.S. dollars by credit card at the time of purchase or within thirty (30) days from the date of the applicable Experience invoice, if invoice payment is permitted by Experience. All amounts due hereunder are net amounts, and You agree that You will be responsible for all sales, use or services taxes of any kind, with the exception of taxes due on Experience's income. Payments which are not received within the stated time period may be subject to an interest charge equal to the greater of one and one half percent (1½%) per month, or the maximum amount allowed by applicable law. Experience has no obligation to refund any fees received under any circumstances, except as otherwise expressly provided in this Agreement.
13. Credit Verification. You agree to provide Experience with such credit information as Experience may request from time to time to substantiate the extension or continuation of payment terms hereunder, and authorize Experience at any time and from time to time to obtain credit information about You from trade and bank references, consumer credit agencies and other credit sources.
14. Term and Termination.
 - a. Term. The Term of this Agreement (the "Initial Term") commences upon the effective date of the mutually-signed Agreement or, in the case of online ordering, the day You complete Your transaction and purchase the Services. The Initial Term expires on the date all purchased Services are delivered, or in the case of online ordering, on the date indicated on your Transaction Confirmation page (which you will receive following the online purchase of the

Services), unless sooner terminated as provided herein. If the Agreement includes a purchase of eRecruiting Pro, the Agreement will automatically renew for subsequent twelve-month periods unless and until one party provides the other party with written notice of its intent not to renew at least sixty (60) days prior to the end of the then-current term.

- b. Termination. If You breach any provision of this Agreement, Experience may, at its option and without notice, (i) immediately discontinue and terminate Your access to and use of the Services and/or (ii) pursue any and all other available remedies. In addition, Experience may, at its option and without notice, discontinue and terminate Your access to and use of the Services without cause, for any reason or for no reason. In the event of a termination by Experience for any reason other than breach by You of this Agreement, You will be entitled to a refund of any prepaid but theretofore unapplied fees. Upon any termination for any reason, You will immediately cease all use of the Services.
- c. Survival of Terms. The terms specified within Sections 3, 8, 10, 11, 12, 14, 15, 16, 18 and 19 will survive expiration or termination of the Agreement.

15. Other General Terms.

- a. You acknowledge and agree that Your access to and use of the Site and the Services are subject to, and You hereby accept and agree to abide and be bound by, the Terms of Use and [Privacy Policy](#) available at the Site as they may be amended from time to time by Experience at its sole and complete discretion.
- b. You agree to keep the pricing, terms, conditions and contents of your agreement with Experience confidential and will not publicize or disclose the pricing, terms, conditions or contents of it to any third party without the prior written permission of Experience.
- c. You may not assign this agreement or any rights granted herein without the express written consent of Experience.

16. Logo and Name Usage. You grant to Experience the right to cite Your company as an Experience client, and to use or display Your company's name or logo on the Site. In addition, You hereby grant to Experience the right to use and display your Company's name and logo in promotional materials provided that all uses are consistent with any and all branding or usage guidelines provided by You to, with written confirmation of receipt by, Experience.

17. Limitation of Liability. THE SITE AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. EXPERIENCE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXPERIENCE MAKES NO WARRANTY THAT (I) THE SITE, THE SERVICES OR ANY RELATED SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (II) THAT YOUR ACCESS TO OR USE OF THE SITE OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, (III) THAT ANY DEFECTS IN THE SITE OR THE SERVICES WILL BE CORRECTED, (IV) THAT THE SITE OR THE SERVICES OR ANY SERVER THROUGH WHICH YOU ACCESS THE SITE OR THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, (V) THAT ANY MARKETING CAMPAIGN, JOB POSTING OR OTHER CONTENT WILL BE VIEWED BY ANY MINIMUM OR SPECIFIC NUMBER OF MEMBERS OR PARTICULAR MEMBER, OR (VI) THAT THE QUALITY OR QUANTITY OF JOB APPLICANTS OR THE QUALITY OF ANY PARTICULAR JOB APPLICANT WILL MEET YOUR EXPECTATIONS OR (VII) THERE WILL BE ANY MINIMUM NUMBER OF MEMBERS WITH RESUMES OR SPECIFIC NUMBER OF MEMBERS WITH RESUMES OR PARTICULAR MEMBERS WITH RESUMES ON THE SITE OR THAT ANY OF THE MEMBERS WITH RESUMES WILL MEET YOUR EXPECTATIONS. EXPERIENCE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULT OF THE USE OF THE SITE OR THE SERVICES OR ANY SITE CONTENT IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. IN NO EVENT SHALL EXPERIENCE BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND - INCLUDING WITHOUT LIMITATION LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA - ARISING OUT OF OR RESULTING FROM THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SITE OR THE SERVICES, REGARDLESS OF WHETHER EXPERIENCE KNEW OF THE POSSIBILITY THEREOF. EXPERIENCE'S MAXIMUM LIABILITY ARISING OUT OF THIS AGREEMENT (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE) SHALL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNT OF ALL FEES PAID TO EXPERIENCE HEREUNDER DURING THE THREE (3) MONTH PERIOD PRECEDING THE IMPOSITION OF LIABILITY, OR (B) \$100.

18. Miscellaneous. This Agreement (i) constitutes the entire agreement between the parties with respect to the subject matter hereof and supercedes any previous oral or written arrangements or understandings relating thereto, (ii) will be governed by the laws of the Commonwealth of Massachusetts, and (iii) may not be assigned by the You, in whole or in part, directly or indirectly, by operation of law or otherwise. The terms and conditions of this Agreement may not be amended or waived without the prior written consent of Experience. Experience reserves the right to amend or modify these terms and conditions, the Site and/or the Services at any time and from time to time without notice.