

Terms of Service

This page states the Terms of Service (“**Terms**”) under which you (“**You**”) may use the Monster Resume Service (as defined below). These Terms include the Monster Privacy Policy, which is incorporated into these Terms by reference.

These Terms constitute a binding agreement between You and Monster Worldwide, Inc. and its affiliates (collectively, “Monster”) and are deemed accepted by You each time that You use or access the Monster Resume Service. If You do not accept the Terms stated here, do not use the Monster Resume Service.

The “**Resume Service**” includes (a) the Resume Site (as defined below), (b) resume, cover letter and/or online profile writing services as then offered by Monster and other related services and related technologies, and (c) all software (including the Resume Software (as defined below)), materials, portals, recommendations, data, reports, text, images, sounds, video, analytics and other content made available through any of the foregoing (a) thru (c) (collectively, referred to as the “**Resume Service**”).

Content”). Any new features added to or augmenting the Monster Resume Service are also subject to these Terms. The **“Resume Site”** means the Web site(s) controlled by Monster through which the Monster Resume Service is provided to You.

Monster may change these Terms from time to time without prior notice. The revised terms and conditions will become effective upon posting and if You use the Monster Resume Service after that date, Your use will constitute acceptance of the revised terms and conditions. If any change to these Terms is not acceptable to You, Your only remedy is to stop accessing and using the Monster Resume Service.

Users who violate these Terms may have their access and use of the Monster Resume Service suspended or terminated, at Monster’s discretion.

You must be 13 years of age or older to visit or use any of the Monster Resume Service in any manner, and, if under the age of 18 or the age of majority as that is defined in Your jurisdiction, must use any Monster Resume Service under the supervision of a parent, legal guardian, or other responsible adult.

1. Access and Use of the Monster Resume Service

1.1 Subject to the terms and conditions of these Terms (a) You may access and use the Monster Resume Service only for lawful purposes and only for Your personal and non-commercial uses and (b) Monster hereby grants to You a personal, non-exclusive, non-transferable, non-assignable, non-sublicensable and revocable (in the sole and absolute discretion of Monster) right to use and access the Monster Resume Service as provided in these Terms. You agree not to access the Monster Resume Service by any means other than through the interface that is provided by Monster for use in accessing the Monster Resume Service.

1.2 You shall not (and shall not allow any third party to) (a) copy, reproduce, delete, distribute, download, store, transmit, publish, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code of, sublicense, resell, rent, lease, transfer, assign or time share the Monster Resume Service or otherwise commercially exploit or make the Monster Resume Service available to any third party, (b) use the Monster Resume Service in any unlawful manner

(including without limitation in violation of any data, privacy or export control laws) or in any manner that interferes with or disrupts the integrity or performance of the Monster Resume Service or its components, (c) modify, adapt or hack the Monster Resume Service to, or otherwise attempt to gain unauthorized access to the Monster Resume Service or its related systems or networks, or (d) use any Monster Resume Service Content on other Web sites or any media (e.g., a networking environment). You shall comply with any codes of conduct, policies or other notices Monster provides You or publishes in connection with the Monster Resume Service, and You shall promptly notify Monster if You learn of a security breach related to the Monster Resume Service. In addition, when using certain services, You will be subject to any additional terms applicable to such services that may be posted on the Monster Resume Service from time to time.

1.3 All rights, title and interest in and to the Monster Resume Service and its components will remain with and belong exclusively to Monster. Any software that may be made available by Monster in connection with the Monster Resume Service ("**Resume Software**") contains

proprietary and confidential information that is protected by applicable intellectual property and other laws. Any rights not expressly granted herein are reserved and no license or right to use any trademark of Monster or any third party is granted to You in connection with the Monster Resume Service.

1.4 You further agree to use Your own judgment, caution, and common sense in managing information offered by or obtained through the Monster Resume Service and that You bear the sole risk of any reliance or use of any Monster Resume Service Content provided through the Monster Resume Service.

1.5 The failure of Monster to exercise or enforce any right or provision of these Terms shall not be a waiver of that right. You acknowledge that these Terms are a contract between You and Monster, even though it is electronic and is not physically signed by You and Monster, and it governs Your use of the Monster Resume Service.

1.6 You agree that Monster (a) may establish general practices and limits concerning use of the Monster Resume Service, including without limitation the maximum period of time that Monster Resume Content

will be retained by the Monster Resume Service and the maximum storage space that will be allotted on Your behalf, (b) Monster has no responsibility or liability for the deletion or failure to store any Monster Resume Content maintained by or uploaded to the Monster Resume Service, and (c) may preserve Monster Resume Content and may also disclose Monster Resume Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process, applicable laws or government requests, (ii) enforce these Terms, (iii) respond to claims that any Monster Resume Content violates the rights of third parties, or (iv) protect the rights, property, or personal safety of Monster, its users and the public. You further agree that Monster may remove or disable any Monster Resume Service Content at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Monster Resume Service Content), or for no reason at all.

1.7 You agree that Monster may engage third parties to provide all or parts of the Monster Resume Service.

2. Payment

2.1 To the extent the Monster Resume Service or any portion thereof is made available for any fee, You will be required to select a service option and provide Monster information regarding Your credit card or other payment instrument. You represent and warrant to Monster that such information is true and that You are authorized to use the payment instrument. You will promptly update Your account information with any changes (for example, a change in Your billing address or credit card expiration date) that may occur. You agree to pay Monster the amount that is specified for the service option selected in accordance with these Terms. You hereby authorize Monster to bill Your payment instrument in advance and before the commencement of the service option, and You further agree to pay any charges so incurred. If You dispute any charges You must let Monster know within sixty (60) days after the date that Monster charges You. Monster reserves the right to change Monster's prices at any time, provided that, if You paid for a service option before the applicable price change, You will be provided the service option presented to You at the time for the price charged by Monster at such time.

2.2 All Monster Resume Service sales are **final** and there are no refunds once a purchase has been made with respect to the Monster Resume Service unless explicitly stated otherwise in these Terms. You are entitled to one revision of a resume, cover letter and/or online profile (as applicable) prepared through the Monster Resume Service based on feedback provided by You in a reasonable timeframe (i.e. within 60 calendar days of receiving the first draft of Your resume, cover letter and/or online profile (as applicable) from Monster). There is no trial or grace period after purchasing the Monster Resume Service. You agree to provide complete information (as reasonably determined by Monster) requested by Monster in a timely manner (i.e. within 30 calendar days of the request for information from Monster) to allow for the provision of the Monster Resume Service purchased by You. Failure by You to provide complete information (as reasonably determined by Monster) as requested by Monster in a timely fashion (i.e. within 30 calendar days of the request for information from Monster) may delay or prohibit Monster from providing all or some of the Monster Resume Service You purchased. In the event Monster cannot

provide all or some of the Monster Resume Service purchased by You due to Your failure to provide complete information (as reasonably determined by Monster) requested by Monster in a reasonable time frame (i.e. within 30 calendar days of the request for information from Monster), Monster shall have the right to, in its sole and absolute discretion, discontinue providing the Monster Resume Service purchased by You and retain payment made by You.

3. Your Material and Your Representations and Warranties

3.1 You are solely responsible for all data, information, feedback, suggestions, text, content and other materials that You upload, post, deliver, provide or otherwise transmit or store (hereafter “transmit(ing)”) in connection with or relating to the Monster Resume Service (“**Your Material**”). You hereby represent and warrant that Your Material transmitted by You with respect to the Monster Resume Service is (a) is legal, decent, accurate, complete, honest and truthful, (b) complies with all laws, rules and regulations, (c) does not infringe intellectual property rights of use or any third party, (d) is not subject to any

duty of confidentiality and is non-proprietary, (e) is not defamatory, obscene, offensive, pornographic or otherwise objectionable, (f) is free of bugs, worms or viruses and (g) is not fraudulent, false, unreliable or misleading. You agree that Monster may remove Your Material from the Monster Resume Service if it deems that You are in breach of the foregoing sentence or pursuant to other terms of these Terms.

3.2 You understand that the operation of the Monster Resume Service, including Your Material may be unencrypted and involve (a) transmissions over various networks, (b) changes to conform and adapt to technical requirements of connecting networks or devices, (c) transmission to Monster's third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the Monster Resume Service, and (d) transmission to other third parties in connection with the provision to You of the Monster Resume Service. Accordingly, You acknowledge that You bear sole responsibility for adequate security, protection and backup of Your Material. Monster will have no liability to You for any unauthorized access or use of any of Your

Material, or any corruption, deletion, destruction or loss of any of Your Material.

3.3 You are responsible for maintaining the confidentiality of Your login, password and account and for all activities that occur under Your login or account (if applicable).

Monster reserves the right to access Your account in order to respond to Your requests for technical support. By transmitting Your Material on or through the Monster Resume Service, You hereby do and shall grant Monster a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable and transferable license to use, modify, reproduce, distribute, display, publish and perform Your Material in connection with the Monster Resume Service. Monster has the right, but not the obligation, to screen and monitor the Monster Resume Service, Monster Resume Service Content or Your Material.

3.4 In connection with Your use, You agree NOT to: (a) violate any local, state, and federal rules, regulations and statutes, including, but not limited to, U.S. export laws and regulations, anti-discrimination, or equal opportunity employment laws, (b) infringe any intellectual property

and privacy rights, including, but not limited to, patent, copyright, trademark, or trade secrets, of any third party, (c) upload, post, transmit, or store any material that: is unlawful, offensive, defamatory, fraudulent, deceptive, misleading, harmful, threatening, harassing, obscene, or objectionable; breaches any of Your contractual or confidentiality obligations; disrupts or interferes with the normal operations of the Monster Resume Service, such as posting or transmitting viruses, continuous posting of repetitive materials, or posting abnormally large load; or are not permitted by Monster, including, but not limited to, any unauthorized advertising materials, unsolicited promotional materials, "junk mail," "spam mail," "chain letters," pyramid schemes, franchises, distributorship, club membership, sales arrangement, or otherwise unacceptable materials, (d) violate other's privacy rights or personal rights by abusing the Monster Resume Service, including, but not limited to, harassing or "stalking" another person, sending unsolicited e-mails, and collecting other's personal information, (e) breach or attempt to breach any security measures of the Monster Resume Service, (e) use any device, process, or mechanism to monitor, retrieve, search, or access, e.g.,

spider or robot, the Monster Resume Service, (f) access or attempt to access any account or login of any third party listed on the Monster Resume Service, (g) post or submit any inaccurate, false, or incomplete information, such as Your resume, biographical data, or employment information, (h) impersonate any person or entity, (i) forge any header information in any electronic posting or mail, or (j) misrepresent Yourself, Your affiliation with any third party, or Your entity.

3.5 You further agree that Monster may remove or disable Your account and/or any of Your Material at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to Your Material), or for no reason at all. You understand and acknowledge that You have no ownership rights in Your account. You agree that Monster (a) has no responsibility or liability for the deletion or failure to store any of Your Material maintained by or uploaded to the Monster Resume Service, and (b) may preserve Your Material and may also disclose Your Material if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to (i) comply with legal process, applicable laws

or government requests, (ii) enforce these Terms, (iii) respond to claims that Your Content violates the rights of third parties, or (iv) protect the rights, property, or personal safety of Monster, its users and the public.

4. Termination

4.1 Monster reserves the right to (a) modify or discontinue, temporarily or permanently, the Monster Resume Service (or any part thereof) and (b) refuse any and all current and future use of the Monster Resume Service, suspend or terminate Your account (any part thereof) or use of the Monster Resume Service and remove and discard any of Your Material in the Monster Resume Service, for any reason, including if Monster believes that You have violated these Terms. Monster shall not be liable to You or any third party for any modification, suspension or discontinuation of the Monster Resume Service. Monster will use good faith efforts to contact You to warn You prior to suspension or termination of Your account by Monster. All of Your Material on the Monster Resume Service (if any) may be permanently deleted by Monster upon any termination of Your account in its sole discretion.

4.2 If Monster terminates Your account without cause and You have signed up for a fee bearing service, Monster will refund the pro-rated, unearned portion of any amount that You have prepaid to Monster for such Monster Resume Service. However, all accrued rights to payment and the terms of Section 3-11 shall survive termination of these Terms.

5. DISCLAIMERS

5.1 THE MONSTER RESUME SERVICE, INCLUDING THE MONSTER RESUME SITE, MONSTER RESUME SERVICE CONTENT (INCLUDING RECOMMENDATIONS AND ANALYTICS) AND ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND MONSTER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT MONSTER DOES NOT WARRANT THAT THE MONSTER RESUME SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR

VIRUS-FREE AND NO INFORMATION, ADVICE OR MONSTER RESUME SERVICES OBTAINED BY YOU FROM MONSTER OR THROUGH THE MONSTER RESUME SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MONSTER DOES NOT WARRANT OR GUARANTEE THAT YOU WILL SUCCESSFULLY OBTAIN EMPLOYMENT THROUGH THE USE OF THE MONSTER RESUME SERVICE OR ANY EMPLOYMENT YOU FIND THROUGH THE USE OF THE MONSTER RESUME SERVICE WILL FIT YOUR NEEDS OR BE APPROPRIATE FOR YOU.

5.2 Under no circumstances will Monster be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that Monster does not pre-screen content, but that Monster and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Monster Resume Service. You agree that You must evaluate, and bear all risks associated with, the use of any content, including any reliance on the

accuracy, completeness, or usefulness of such content.

6. LIMITATION OF LIABILITY

6.1 UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL MONSTER BE LIABLE TO YOU OR ANY THIRD PARTY FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA OR BUSINESS INTERRUPTION, OR (B) FOR ANY DIRECT DAMAGES, COSTS, LOSSES OR LIABILITIES IN EXCESS OF THE FEES ACTUALLY PAID BY YOU IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO YOUR CLAIM OR, IF NO FEES APPLY, ONE HUNDRED (\$100) U.S. DOLLARS. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS TOS.

6.2 Some states do not allow the disclaimer or exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations in Sections 5 (Disclaimers) and 6 (Limitation of Liability) may not apply to or be enforceable

with respect to You. IN THESE STATES, MONSTER'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

7. Indemnification

7.1 You shall defend, indemnify, and hold harmless Monster from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, arising or resulting from Your breach of these Terms, any of Your Material, or Your other access, contribution to, use or misuse of the Monster Resume Service. Monster shall provide notice to You of any such claim, suit or demand. Monster reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, You agree to cooperate with any reasonable requests assisting Monster's defense of such matter. Notwithstanding the foregoing, You will have no obligation to indemnify, defend or hold harmless any Monster from or against any claims, actions or demands resulting from any action or inaction of Monster.

8. DMCA; Policy of Terminating Users Who Infringe Intellectual Property Rights

8.1 If You believe that Your copyrighted

work or trademark has been uploaded, posted or copied to any Monster Resume Service in a way that constitutes copyright or trademark infringement, please contact Monster by email at DMCALegal@monster.com or by regular mail at: Monster Worldwide, Inc., Attn: Legal Department-DMCA, 133 Boston Post Road, Weston, Massachusetts 02493, USA.

8.2 Monster respects the intellectual property of others, and we ask our users and content partners to do the same. The unauthorized posting, reproduction, copying, distribution, modification, public display or public performance of copyrighted works constitutes infringement of the copyright owners rights. As a condition to Your use of the Monster Resume Service, You agree not to use any Monster Resume Service to infringe the intellectual property rights of others in any way. Monster reserves the right to terminate the accounts of any users, and block access to the Monster Resume Service of any users who are repeat infringers of the copyrights, or other intellectual property rights, of others. Monster reserves the right, in its sole discretion, to take these actions to limit access to the Monster Resume Service and/or terminate the accounts of any time, in our sole discretion of users who infringe any intellectual property rights of others, whether or not there is any repeat infringement, with or without notice, and without any liability to the user who is terminated or to the user whose access is blocked. Notwithstanding the foregoing, in the event that You believe in good faith that a notice of copyright infringement has been wrongly filed against You, please contact Monster as set forth in Section 8.1 above.

9. International Usage

9.1 The Monster Resume Service is controlled and operated by Monster from its offices within the United States of America. Monster makes no representation that the Monster Resume Service, or any related information offered by Monster are appropriate or available in other locations. Those who choose to access the Monster Resume Service from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. You may not use or export the Monster Resume Service in violation of U.S. export laws and regulations. You agree to comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which You reside (if different from the United States).

10. Links to Other Sites

10.1 The Monster Resume Service may contain links to third party Web sites. These links are provided solely as a convenience to You and not as an endorsement by Monster of the contents on such third-party Web sites. Monster is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party Web sites. If You decide to access linked third-party Web sites, You do so at Your own risk.

11. General

11.1 You may not assign these Terms without the prior written consent of Monster, but Monster may assign or transfer these Terms, in whole or in part, without restriction.

11.2 These Terms shall be governed by the laws of the Commonwealth of Massachusetts without regard to the principles of conflicts of law. Unless otherwise elected by Monster in a particular instance, You hereby expressly agree to submit to the exclusive personal jurisdiction of the federal and state courts of the Commonwealth of Massachusetts for the purpose of resolving any dispute

relating to Your access to or use of the Monster Resume Service.

11.3 If any provision of these Terms are found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term. In addition, Monster's failure to enforce any term of these Terms shall not be deemed as a waiver of such term or otherwise affect Monster's ability to enforce such term at any point in the future.

11.4 Except as expressly provided in an additional agreement, additional terms for certain areas of Monster sites, a particular "Legal Notice," or software license or material on particular pages on the Monster Resume Service, these Terms constitute the entire agreement between You and Monster with respect to the use of the Monster Resume Service Sites. No changes to these Terms shall be made except by a revised posting on this page.

Effective October 30, 2017

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