

TERMS & CONDITIONS

1. Acceptance of Terms.

1.1 RiseSmart, Inc. ("RiseSmart") provides its Service (as defined below) to you through its web site located at <http://www.RiseSmart.com> (the "Site"), subject to this Terms of Service agreement ("TOS"). By accepting this TOS or by accessing or using the Service or Site, you acknowledge that you have read, understood, and agree to be bound by this TOS. If you do not agree with this TOS, you must not accept this TOS and may not use the Service.

1.2 RiseSmart may change this TOS from time to time without prior notice. The revised terms and conditions will become effective upon posting and if you use the Service after that date, your use will constitute acceptance of the revised terms and conditions. If any change to this TOS is not acceptable to you, your only remedy is to stop accessing and using the Service.

2. Description of Service.

The "Service" includes (a) the Site, (b) RiseSmart's outplacement and career management services, and other related services (including file management and analytics services), and related technologies, and (c) all software (including the Software, as defined below), materials, portals, recommendations, job leads, data, reports, text, images, sounds, video, analytics and other content made available through any of the foregoing (collectively referred to as the "Content"). Any new features added to or augmenting the Service are also subject to this TOS.

3. General Conditions/ Access and Use of the Service.

3.1 Subject to the terms and conditions of this TOS, you may access and use the Service only for lawful purposes. All rights, title and interest in and to the Service and its components will remain with and belong exclusively to RiseSmart. You shall not (a) sublicense, resell, rent, lease, transfer, assign, time share or otherwise commercially exploit or make the Service available to any third party; (b) use the 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 Service or its components, (c) modify, adapt or hack the Service to, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks; or (d) use any 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 RiseSmart provides you or publishes in connection with the Service, and you shall promptly notify RiseSmart if you learn of a security breach related to the 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 Service from time to time, including, without limitation, RiseSmart's Privacy Policy.

3.2 Any software that may be made available by RiseSmart in connection with the Service ("Software") contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Subject to the terms and conditions of this TOS, RiseSmart hereby grants you a personal, non-transferable, non-sublicensable and non-exclusive right and license to use the object code of any Software on a single device solely in connection with the Service, provided that you shall not (and shall not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code or sell, assign, sublicense or otherwise transfer any right in any Software. You agree not to access the Service by any means other than through the interface that is provided by RiseSmart for use in accessing the Service. Any rights not expressly granted herein are reserved and no license or right to use any trademark of RiseSmart or any third party is granted to you in connection with the Service.

3.3 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 Service ("Your Content"). You hereby represent and warrant that Your Content transmitted by you with respect to the Service will be accurate, true and complete (including with respect to your resume, biographical data and employment information, if you are using the Service as a job seeker). You are responsible for maintaining the confidentiality of your login, password and account and for all activities that occur under your login or account. RiseSmart reserves the right to access your account in order to respond to your requests for technical support. By transmitting Your Content on or through the Service, You hereby do and shall grant RiseSmart a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable and transferable license to use, modify, reproduce, distribute, display, publish and perform Your Content in connection with the Service.

RiseSmart has the right, but not the obligation, to monitor the Service, Content, or Your Content. RiseSmart does not screen or monitor any of Your Content. You further agree that RiseSmart may remove or disable any 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 Content), or for no reason at all.

3.4 You understand that the operation of the Service, including Your Content, 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 RiseSmart's third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the Service, and (d) transmission to other third parties in connection with the provision to you of the Service. Accordingly, you acknowledge that you bear sole responsibility for adequate security, protection and backup of Your Content. RiseSmart will have no liability to you for any unauthorized access or use of any of Your Content, or any corruption, deletion, destruction or loss of any of Your Content.

3.5 If you are a job seeker, you further agree to use your own judgment, caution, and common sense in managing job opportunities and information offered by or obtained through the Service and that you bear the sole risk of any reliance or use of any Content (including any job leads or recommendations) provided through the Service.

3.6 The failure of RiseSmart to exercise or enforce any right or provision of this TOS shall not be a waiver of that right. You acknowledge that this TOS is a contract between you and RiseSmart, even though it is electronic and is not physically signed by you and RiseSmart, and it governs your use of the Service and takes the place of any prior agreements between you and RiseSmart.

3.7 You acknowledge that a company client of RiseSmart may engage RiseSmart to assist its current and/or former employees' search for employment through the Service ("Company Client Engagements"). If you are using the Service pursuant to a Company Client Engagement, RiseSmart may make available to the company client progress reports and other information that identify you and indicate the status of your use of the Service, the scope of your use of the Service, your milestone progress and status in job search, your customer satisfaction or other feedback relating to the Service, in each case individually or in an aggregated manner. Please see RiseSmart's Privacy Policy for more information regarding RiseSmart's collection, use and sharing of information provided by you and company clients in connection with Company Client Engagements.

3.8 If you are using the Service pursuant to a Company Client Engagement, you acknowledge that the Service made available to you will in no event exceed the scope, duration or other limits of the Company Client Engagement pursuant to which you are granted access to the Service.

3.9 You agree that RiseSmart (a) may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that Content will be retained by the Service and the maximum storage space that will be allotted on your behalf, (b) RiseSmart has no responsibility or liability for the deletion or failure to store any Content maintained by or uploaded to the Service, and (c) may preserve Content and may also disclose 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 this TOS; (iii) respond to claims that any Content violates the rights of third parties; or (iv) protect the rights, property, or personal safety of RiseSmart, its users and the public.

4. Payment.

To the extent the Service or any portion thereof is made available for any fee (and is not otherwise paid by a company client of RiseSmart), you will be required to select a payment plan and provide RiseSmart information regarding your credit card or other payment instrument. You represent and warrant to RiseSmart 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 RiseSmart the amount that is specified in the payment plan in accordance with the terms of such plan and this TOS. You hereby authorize RiseSmart to bill your payment instrument in advance on a periodic basis in accordance with the terms of the applicable payment plan until you terminate your account, and you further agree to pay any charges so incurred. If you dispute any charges you must let RiseSmart know within sixty (60) days after the date that RiseSmart invoices you. We reserve the right to change RiseSmart's prices. If RiseSmart does, RiseSmart will provide notice of the change on the Site or in email to you, at RiseSmart's option, at least 30 days before the change is to take effect. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount.

5. Representations and Warranties.

In connection with your use, you agree NOT to: 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; infringe any intellectual property and privacy rights, including, but not limited to, patent, copyright, trademark, or trade secrets, of any third party; 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 Site, such as posting or transmitting viruses, continuous posting of repetitive materials, or posting abnormally large load; or are not permitted by RiseSmart, 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; violate other's privacy rights or personal rights by abusing the Materials, including, but not limited to, harassing or "stalking" another person, sending unsolicited e-mails, and collecting other's personal information; breach or attempt to breach any security measures of the Site; use any device, process, or mechanism to monitor, retrieve, search, or access, e.g., spider or robot, the Site or any Material without RiseSmart's prior written consent; access or attempt to access any account or login of any third party listed on the Site; copy, modify, reproduce, delete, distribute, download, store, transmit, sell, re-sell, publish, reverse engineer, or create derivative works of any Materials, except for materials that have been submitted and owned by you; post or submit any inaccurate, false, or incomplete information, such as your resume, biographical data, or employment information; impersonate any person or entity; forge any header information in any electronic posting or mail; or misrepresent yourself, your affiliation with any third party, or your entity.

6. Termination.

You have the right to terminate your account at any time in accordance with the procedures set forth on the Site or provided to you separately, where applicable. If you are using the Service pursuant to a Company Client Engagement, you acknowledge that your access to such Service will expire upon the expiration or termination of the Company Client Engagement. RiseSmart reserves the right to (i) modify or discontinue, temporarily or permanently, the Service (or any part thereof) and (ii) refuse any and all current and future use of the Service, suspend or terminate your account (any part thereof) or use of the Service and remove and discard any of Your Content in the Service, for any reason, including if RiseSmart believes that you have violated this TOS. RiseSmart shall not be liable to you or any third party for any modification, suspension or discontinuation of the Service. RiseSmart will use good faith efforts to contact you to warn you prior to suspension or termination of your account by RiseSmart. All of Your Content on the Service (if any) may be permanently deleted by RiseSmart upon any termination of your account in its sole discretion. If RiseSmart terminates your account without cause and you have signed up for a fee-bearing service, RiseSmart will refund the pro-rated, unearned portion of any amount that you have prepaid to RiseSmart for such Service. However, all accrued rights to payment and the terms of Section 4-12 shall survive termination of this TOS.

7. DISCLAIMERS.

THE SERVICE, INCLUDING THE SITE, CONTENT (INCLUDING JOB LEADS, 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 RISESMART 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 RISESMART DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE AND NO INFORMATION, ADVICE OR SERVICES OBTAINED BY YOU FROM RISESMART OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TOS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IF YOU ARE A JOB SEEKER, (A) YOU ACKNOWLEDGE AND AGREE THAT JOB LEADS THAT RISESMART MAY POST TO YOUR ACCOUNT ARE RECEIVED FROM THIRD PARTIES WITH NO VETTING WHATSOEVER AND (B) RISESMART DOES NOT WARRANT OR GUARANTEE THAT ANY JOB LEADS WILL BE ACCURATE OR LEGITIMATE, YOU WILL SUCCESSFULLY OBTAIN EMPLOYMENT THROUGH THE USE OF THE SERVICE OR ANY EMPLOYMENT YOU FIND THROUGH THE USE OF THE SERVICE WILL FIT YOUR NEEDS OR BE APPROPRIATE FOR YOU.

Under no circumstances will RiseSmart 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 RiseSmart does not pre-screen content, but that RiseSmart 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 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.

8. LIMITATION OF LIABILITY.

8.1 UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL RISESMART 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 THIS TOS BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS TOS.

8.2 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 7 (Disclaimers) and 8 (Limitation of Liability) may not apply to or be enforceable with respect to you. IN THESE STATES, RISESMART'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. IF YOU ARE A USER FROM NEW JERSEY, SECTIONS 7 (DISCLAIMERS) AND 8 (LIMITATION OF LIABILITY) ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER NEW JERSEY LAW. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER NEW JERSEY LAW, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTION.

9. Indemnification.

You shall defend, indemnify, and hold harmless RiseSmart from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, arising or resulting from your breach of this TOS, any of Your Content, or your other access, contribution to, use or misuse of the Service. RiseSmart shall provide notice to you of any such claim, suit or demand. RiseSmart 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 RiseSmart's defense of such matter. Notwithstanding the foregoing, you will have no obligation to indemnify, defend or hold harmless any RiseSmart from or against any claims, actions or demands resulting from any action or inaction of RiseSmart.

10. Assignment.

You may not assign this TOS without the prior written consent of RiseSmart, but RiseSmart may assign or transfer this TOS, in whole or in part, without restriction.

11. Governing Law.

This TOS shall be governed by the laws of the State of California without regard to the principles of conflicts of law. Unless otherwise elected by RiseSmart in a particular instance, you hereby expressly agree to submit to the exclusive personal jurisdiction of the federal and state courts of the State of California for the purpose of resolving any dispute relating to your access to or use of the Service.

12. DMCA

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. RiseSmart will promptly process and investigate notices of alleged infringement and will take appropriate actions under the DMCA and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to RiseSmart's Copyright Agent at ddavenport@risesmart.com (subject line: "DMCA" Takedown Request). You may also contact us by mail or facsimile at:

Attention: Copyright Agent
RiseSmart, Inc.
55 Almaden Boulevard, Suite 800
San Jose, CA 95113
Facsimile: (408) 886-3155

Notice: To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- 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, with enough detail that we may find it 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 or intellectual property 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.

13. 1. Apple-Enabled Software Applications

RiseSmart offers Software applications that are intended to be operated in connection with products made commercially available by Apple Inc. ("Apple"), among other platforms. With respect to Software that is made available for your use in connection with an Apple-branded product (such Software, "Apple-Enabled Software"), in addition to the other terms and conditions set forth in this TOS, the following terms and conditions apply:

- RiseSmart and you acknowledge that this TOS are concluded between RiseSmart and you only, and not with Apple, and that as between RiseSmart and Apple, RiseSmart, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.
- You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms of Service.
- Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS Product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service.
- Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be RiseSmart's sole responsibility, to the extent it cannot be disclaimed under applicable law.
- RiseSmart and you acknowledge that RiseSmart, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third party claim that the Apple-Enabled Software or the end-user's possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between RiseSmart and Apple, RiseSmart, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to RiseSmart as follows:

user.support@risesmart.com

RiseSmart, Inc.
55 Almaden Boulevard, Suite 800
San Jose, CA 95113

RiseSmart and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this TOS with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of this TOS, Apple will have the right (and will be deemed to have accepted the right) to enforce this TOS against you with respect to the Apple-Enabled Software as a third party beneficiary thereof.

- See more at: <http://www.risesmart.com/terms-conditions#sthash.IZMwxrh4.dpuf>