

TEXTNOMICS TERMS OF SERVICE

The Textnomics World Wide Websites, located at www.textnomics.com and www.resumesort.com and www.resumeTuner.com (the “**Sites**”), or other sites that end with textnomics.com, resumesort.com or resumetuner.com, are copyrighted works owned and operated by Textnomics, Inc. (“**Company**”). Company grants you the right to use the Sites and the services provided through or in connection with these Sites (the “**Services**”), subject to the Textnomics Terms of Service (“**Agreement**”) set forth herein and the Textnomics, Inc. Privacy Policy. PLEASE READ THE AGREEMENT CAREFULLY AS IT CONTAINS THE LEGAL TERMS AND CONDITIONS TO WHICH YOU AGREE WHEN YOU USE THE SERVICES. BY CLICKING ON THE CHECK BOX DURING THE REGISTRATION PROCESS, (1) YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE AGREEMENT; AND (2) YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THE AGREEMENT, PERSONALLY OR ON BEHALF OF THE COMPANY YOU HAVE NAMED AS THE CUSTOMER, AND TO BIND THAT COMPANY TO THIS AGREEMENT. THE TERM “YOU” REFERS TO THE INDIVIDUAL OR A LEGAL ENTITY, AS APPLICABLE, THAT REGISTERS FOR OR USES THE SERVICES. IF YOU DO NOT AGREE TO THESE TERMS, OR IF YOU DO NOT HAVE SUCH AUTHORITY, YOU SHOULD NOT CLICK ON THE CHECK BOX ON THE REGISTRATION PAGE THEREBY DECLINE TO USE THE SERVICES.

1. YOUR ACCOUNT. In order to use the Services, you must create an account with Company by registering on the Site (“**Account**”).

1.1 Eligibility. By creating an Account and/or using the Services, you represent and warrant that (a) all required registration or other information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are of sufficient legal age in your jurisdiction to create binding legal obligations; and (d) your use of the Services does not violate any applicable law or regulation or the terms of this Agreement.

1.2 Password. When you sign up to become a “**User**” (meaning that you have set up an Account), you will be asked to choose provide your email and a password for your Account. You are entirely responsible for maintaining the confidentiality of your password. You agree to notify us immediately if you suspect any unauthorized use of your Account or access to your password. You are solely responsible for any and all use of your Account.

1.3 Account Not Transferable. You agree not to (a) use the Account, login, screen name, or password of any other User at any time; (b) allow or enable any third party to use your Account, login, screen name, or password; or (c) sell, rent, borrow, or otherwise transfer your Account, temporarily or permanently, to any third party. Any violation of this Section 1.3 will constitute a material breach of the Agreement.

1.4 Fees. Company may, upon notice to you, provide a free trial of the Services. After such trial period, if any, the Services will be subject to payment of the fees posted on our Sites. You acknowledge that we reserve the right to change the fees from time to time in our discretion. We will notify you of such changes by posting a notice on our Sites or sending you an e-mail notice to the e-mail address you provided for your Account. Upon using the Services, you will be responsible for the payment of any applicable fees, and shall pay such fees to the third party payment processing service provider set forth on our Sites. You are responsible for paying all fees and applicable taxes associated with the Services in a timely manner with a valid payment method. If your payment method fails or your Account is past due, we may collect fees owed using other collection mechanisms (including retaining collection agencies and legal counsel, and suspending or terminating your Account.)

1.5 Term and Termination. This Agreement shall remain in full force and effect for any period of time in which you are a User. You may terminate your Account at any time and for any reason by providing notice of termination to Company through either of the following means: by issuing an email to contacts@textnomics.com, by sending written notice by registered or certified mail, return receipt requested, addressed to Textnomics, Inc., Attn: Account Services, PO Box 390886, Mountain View, CA 94039. Notice will be deemed given fifteen (15) days after such notice is transmitted. Company may terminate your Account and/or stop providing the Services to you if (a) Company, in its sole discretion, believes that you are in breach of this Agreement; (b) Company decides, in its sole discretion, to stop providing the respective Services; or (c) for any or no reason, by giving you thirty (30) days notice by sending an e-mail to you at the e-mail address that you have provided for your Account. If you terminate your Account, Company has no obligation to refund you any fees. If Company terminates your Account without cause, Company will refund you a pro rata portion of any fees that you have paid for unused Services for the terminated Account. You understand that any termination of this Agreement and/or your Account may involve deletion from our databases of the information you provided in connection with your Account. Company will have no liability whatsoever to you for any termination of your Account or the Services, or any deletion of any information you have provided to Company. Company may modify, suspend or discontinue the Services at any time, for any reason, in its sole discretion. Any provision that by its nature is intended to survive the termination of this Agreement shall survive any termination.

2. PROPRIETARY RIGHTS

2.1 Website Content: Ownership and License. The documents, resume wording suggestions, keywords or phrase suggestions and related modifications or improvements, and other information and content available on the Website (the “**Website Content**”) are protected by copyright laws throughout the world and you acknowledge that all intellectual property rights in the Sites, Services and the underlying technology, and all Website Content, are owned by Company and its licensors. Company hereby grants you a non-exclusive and revocable license to view and use the Sites, Services, and Website Content. No other use of the Website Content is authorized. In consideration of this authorization, you agree that any copy of the Website Content that you make shall retain all copyright and other proprietary notices in the same form and manner as on the original. You may not otherwise use, download, upload, print, display, perform, reproduce, publish, license, post, transmit, modify, adapt, or distribute any Website Content in whole or in part without our express written authorization. Company and its licensors reserve all rights not granted in this Agreement. Except as specified above, nothing contained herein shall be construed as conferring by implication, estoppel, or otherwise any license or right under any patent, trademark or copyright of Company or any third party.

2.2 Content: Ownership and License. We do not claim ownership in any “**Content**” (which means, without limitation, any and all information, data, results, ideas, plans, postings, messages, sketches, opinions, text, files, links, images, photos, inventions (whether or not patentable), models, notes, works of authorship, feedback, or other materials) that is uploaded, provided or otherwise transferred to the Services (“**posted**”) by you, including any and all resumes, job descriptions or listings (“**Your Content**”), but to be able to legally provide you with the Services, we have to have certain rights to store Your Content. We are not obligated to back up any of Your Content that is posted on the Services. You are solely responsible for creating backup copies of and replacing any of Your Content that you post or store on the Services, at your sole cost and expense. You hereby grant us a worldwide, perpetual, irrevocable, non-exclusive, fully-paid and royalty-free license to store, reproduce, transmit, and use Your Content in connection with the Services. You should only upload Your Content to the Services (a) for which you are willing to grant the licenses described herein; and (b) for which you have sufficient rights to grant the licenses described herein.

3. ACCEPTABLE USE AND CONDUCT. You are solely responsible for any and all of Your Content that is posted by you or through your use of the Services and you agree that you will use the Services in a manner consistent with any and all applicable laws and regulations.

3.1 Prohibited Content. You agree that you will not post, exchange, make available, provide, or process any Prohibited Content. “**Prohibited Content**” includes Content that: (a) is offensive or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; (b) bullies, defames, harasses or advocates stalking, bullying, or harassment of another person; (c) involves the transmission of “junk mail,” “chain letters,” or unsolicited mass mailing, or “spamming;” (d) is false or misleading or promotes, endorses or furthers illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (e) infringes another person’s Content without a license to do so, whether or not the intellectual property is registered (or filed for registration) in any country; (f) promotes, copies, performs or distributes an illegal or unauthorized copy of another person’s work, whether it is protected by copyright or trade secret law, or not, such as, without limitation, presenting the work of a third party as your own (plagiarism), providing stolen or illegally obtained Content, providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protection devices, or providing pirated music, videos, or movies, or links to such pirated music, videos, or movies; (g) is involved in the exploitation of persons under the age of eighteen (18) in a sexual or violent manner, or solicits personal information from anyone under eighteen (18); (h) provides instructional information about illegal activities such as, without limitation, making or buying illegal weapons or substances, violating someone’s privacy, or providing or creating computer viruses and other harmful code; (i) solicits passwords or personally identifying information for commercial or unlawful purposes from other users; (j) except as expressly approved by us, involves commercial activities and/or promotions such as contests, sweepstakes, barter, advertising, or pyramid schemes; (k) contains viruses, Trojan horses, worms, time bombs, or similar software; or (l) otherwise violates the terms of this Agreement or creates liability for us. You represent and warrant that: (1) you own the Content posted by you on the Services or otherwise have the right to grant the license set forth in this Agreement and (2) Your Content does not violate the privacy rights, publicity rights, copyright rights, or other rights of any person.

3.2 Breach. Any use of the Sites or Services in violation of this Agreement may result in, among other things, immediate termination or suspension of your rights to use the Sites or Services. In order to cooperate with legitimate governmental requests, subpoenas or court orders, to protect our systems, customers, and other Users, or to ensure the integrity and operation of our business and systems, we may access and disclose any information and Content we consider necessary or appropriate, including, without limitation, Account information (i.e. name, e-mail address, etc.), IP addressing and traffic information, usage history, and posted Content.

3.3 Enforcement by Us. We have the right (but not the obligation) to review any Content and delete (or modify) any Content from the Sites that in our sole judgment violates this Agreement or which is Prohibited Content, or may otherwise threaten the safety of, or harm any other person, or create liability for us or any other person. We reserve the right (but have no obligation) to investigate and take appropriate action, including without limitation, removing the Prohibited Content from the Sites (or modifying it), terminating your Account, reporting you to law enforcement authorities, in our sole discretion if you violate this provision or any other provision of this Agreement.

3.4 No Disruption. You will not: (a) cover or obscure any advertisements on any web page that is part of the Sites or Services via HTML/CSS, scripting, or any other means; (b) interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services; (c) introduce software or automated agents to the Services so as to produce multiple accounts, generate automated messages, or to strip or mine data from the Services; or (d) interfere with, disrupt, or modify

any data or equipment to manipulate the functionality of the Services.

4. THIRD PARTIES

4.1 Third Party Websites. The Sites and Services might contain links to third party websites (each, a “**Third Party Website**”) placed by us as a service to those interested in this information. You use all such links to Third Party Websites at your own risk. We do not monitor or have any control over, and make no claim or representation regarding Third Party Websites. To the extent such links and access are provided by us, they are provided only as a convenience and do not imply our endorsement, adoption or sponsorship of, or affiliation with, such Third Party Websites. We accept no responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of Third Party Websites. When you leave the Sites, our terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third Party Website, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party. Company is not responsible for any loss or damage of any sort you may incur from dealing with any such third party.

4.2 Responsibility. Your interactions with third parties through the Sites or the Services, including, without limitation, payment, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the third party. You agree that we will not be responsible for any loss or damage incurred as the result of any such dealings or with respect to any third party’s use or disclosure of your personally identifiable information. If there is a dispute between you and any third party, we are under no obligation to become involved; however, we reserve the right, but have no obligation, to monitor disputes between you and third parties.

5. COPYRIGHT POLICY. It is our policy to remove, or disable access to, material that infringes any copyright from the Sites or through the Services after we have been notified by the copyright owner or the copyright owner’s legal agent. If you believe that your work has been copied and posted on the Sites or through the Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) an identification of the copyrighted work that you claim has been infringed; (c) a description of where the material that you claim is infringing is located on the Sites or through the Services; (d) your address, telephone number, and e-mail address; (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf. Contact information for our Copyright Agent for notice of claims of copyright infringement is as follows:

Textnomics, Inc.
Attn: Account Services
PO Box 390886
Mountain View, CA 94039
(650) 469-3332
(650) 862-8351

6. SECURITY. Security is a high priority for us, and we make reasonable efforts to protect your Account and Your Content through the design of the Services, as well as through technical means, including the use of encryption and firewalls. However, no company, including Textnomics, can fully eliminate security risks connected to handling data on the Internet and you acknowledge, understand and agree that Company therefore cannot and does not guarantee the security of your data while it is transmitted over the Internet or stored on the Services.

7. WARRANTIES. Company agrees to use reasonable endeavors to ensure that the Services are available 24 hours a day 7 days a week. However, there will be occasions when the Services will be interrupted for maintenance, upgrades and emergency repairs or due to failure of telecommunications links and equipment that are beyond the control of Company. Every reasonable step will be taken by Company to minimize such disruption where it is within Company's reasonable control.

EXCEPT AS SET FORTH ABOVE, THE SITES AND SERVICES ARE PROVIDED BY COMPANY ON AN "AS-IS" BASIS. COMPANY AND ITS SUPPLIERS DISCLAIM ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES RELATING TO THE SITES AND SERVICES, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT USE OF THE SITES OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE SITES OR SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE CONTENT WILL BE ACCURATE, COMPLETE OR CURRENT. COMPANY MAKES NO WARRANTY THAT THE SITES OR SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR THAT THE RESULTS OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SITES OR SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF YOUR FIRST USE OF SUCH SITES OR SERVICES.

YOU UNDERSTAND AND AGREE THAT THE SUBMISSION OF ANY DATA OR OTHER INFORMATION TO COMPANY THROUGH THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR CONTENT OR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT IN THE DOWNLOAD OR UPLOAD OF ANY CONTENT. YOU ARE SOLELY RESPONSIBLE FOR CREATING BACK UPS OF YOUR CONTENT.

8. LIMITATION OF LIABILITY. COMPANY WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES RESULTING FROM THE USE OR PROVISION OF THE SERVICES, SITES, AND ALL RELATED SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM YOUR ACCESS TO, OR INABILITY TO ACCESS, THE SITES OR SERVICES, OR FROM YOUR RELIANCE ON WEBSITE CONTENT PROVIDED THROUGH THE SERVICES. IN NO EVENT SHALL COMPANY'S AGGREGATE CUMULATIVE LIABILITY EXCEED THE AMOUNT PAID BY YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. INDEMNITY. You agree to defend, indemnify, and hold Company, our subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Sites or the Services in violation of this Agreement and/or arising from your breach of this Agreement.

10. CHANGES TO THIS AGREEMENT. This Agreement is subject to occasional revision, and if we make any substantial changes to this Agreement, we will notify you by prominently posting notice of the changes on our Sites or sending you an e-mail to the address that you provided for your Account. Any material changes to this Agreement will be effective upon the earlier of thirty (30) calendar days

following our dispatch of an e-mail notice to you or thirty (30) calendar days following our posting of notice of the changes on our Sites. These changes will be effective immediately for new users of our Sites or Services. If you do not agree to the changes, you must cease your use of the Sites and the Services. By using the Sites or Services, you agree to be bound by any such changes and, therefore, you should periodically visit the Sites to examine the then-current Terms of Service. Please note that at all times you are responsible for updating any e-mail address that you have provided to us for your Account. In the event that the e-mail address that you have provided to us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice.

11. GENERAL PROVISIONS. This Agreement constitutes the entire agreement between you and Company regarding your use of the Sites or the Services. Company's failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Company, in violation of the United States export laws or regulations. This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different state. By using the Sites or the Services, you hereby expressly consent to the personal jurisdiction and venue in the state and federal courts for the county in which Company's principal place of business is located for any lawsuit filed there against you by Company arising from or related to this Agreement.

If you have any questions about the foregoing, please contact us at the following e-mail address: contacts@textnomics.com.

This Agreement was last revised on September 9, 2009