

**EMPLOYCORE.COM TERMS AND CONDITIONS
OF WEBSITE USE
(Last Revised 12/13/2013)**

Acceptance of Terms

Employcore.com (the “Website”) is a website operated by Core Staffing Services, Inc. (“Core Staffing”), a New York corporation whose mailing address is 40 Wall Street, 16th Floor, New York, New York 10005. Your use of employcore.com for any purpose is subject to the Terms and Conditions of Use that follow, including our privacy policy governing use of information about you that we collect through the Website (the “Terms and Conditions of Use”). Please read these Terms and Conditions carefully. By accessing or using the Website, you agree to the Terms and Conditions of Use. If you do not agree to each of the Terms and Conditions of Use, then you are not authorized to, and may not, use the Website. If you breach any of the Terms and Conditions of Use, your authorization to use the Website automatically terminates. You acknowledge and agree by your use of the Website that your use of the Website is at your sole risk.

A hard copy of these Terms and Conditions of Use is available to you by printing these Terms and Conditions of Use directly from the Website, by downloading the Terms and Conditions of Use from the Website to a disk and then printing them or by contacting us to request a copy of the Terms and Conditions of Use by mail.

Intellectual Property Rights

Copyright

The materials and content on the Website, including text, graphics, logos, button icons, images, audio or video clips, data compilations and software, as well as their selection and arrangement, are protected by copyright and/or other intellectual property laws, including laws of the United States and other countries, treaties and international conventions and are the property of Core Staffing or its suppliers or licensors. Any unauthorized use of the materials or content available on the Website may violate such laws. Core Staffing does not grant any express or implied right or license under any copyright or other intellectual property in any material or content on the Website, except as authorized in these Terms and Conditions. You may print, download and store copies of material on the Website for your own personal, non-commercial use. You may not charge anyone for use of such printed material and you may not publish or otherwise distribute the material to others. You may not modify the material in any way without the prior written consent of Core Staffing or the copyright owner.

Trademark

EMPLOYCORE.COM™ and certain other names or logos displayed on the Website are trademarks, service marks or trade dress owned or licensed by Core Staffing, and all related service names, design marks and slogans are the service marks or trademarks of

Core Staffing or its licensors, or of the suppliers of the services identified. The foregoing intellectual property is protected by the trademark laws and other intellectual property laws of the United States and other countries, and by international treaties and conventions. Elements of the Website, including, but not limited to the “look” and “feel” of the Website, are protected by trade dress and other laws and may not be copied or imitated in whole or in part.

Non-Confidential Communication

All information, ideas, suggestions or other communications you transmit to Core Staffing concerning the materials on the Website, the services offered on the Website or other services or materials, shall be on a non-confidential basis and shall become the property of Core Staffing. Core Staffing and its affiliates shall be free to reproduce, use, disclose or distribute such communications without limitation, compensation to you or other obligation.

Enforcement

Core Staffing enforces its intellectual property rights to the fullest extent of the law. If you have questions concerning intellectual property rights in materials on the Website, you may write to Core Staffing at 40 Wall Street, 16th Floor, New York, New York 10005 or email us at [info@employcore.com].

Acceptable Use of the Site

The Website and its services are intended to be used by persons seeking suitable employment and by employers seeking suitable candidates for employment who will meet their needs. The Website may be used only for lawful purposes consistent with the foregoing. It is your responsibility to ensure that your use of the Website complies with these Terms and Conditions of Use. As one of the conditions of your use of the Website, you represent, warrant and agree, as the case may be, to Core Staffing that:

(a) you will not use (or encourage or help others to use) the Website for any purpose or in any manner that is prohibited by these Terms and Conditions of Use or by applicable law;

(b) you will not upload, post or transmit to or distribute or otherwise publish through the Website any materials that:

- (i) restrict or inhibit any individual who uses any aspect of the Website or its services (a “User”) from using and enjoying the Website;
- (ii) are unlawful, threatening, hateful, abusive, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit, indecent or endorse or advocate illegal or immoral activity, or violate the rights of any third party;
- (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, statute, ordinance or regulation;
- (iv) violate, plagiarize or infringe the rights of third parties, including, without limitation, copyright, trademark, trade secret, patent, rights of privacy or publicity or any other proprietary right;
- (v) contain a virus, worm, Trojan horse, or any other destructive feature, regardless of whether you intend any damage to the Website and/or its content;

- (vi) contain any information, software or other material of a commercial nature;
 - (vii) contain advertising of any kind;
 - (viii) impersonate another person, living or dead;
 - (ix) contain chain letters, pyramid schemes or like documents;
 - (x) contain any commercial notices;
 - (xi) contain any information that is presented in any manner or for any purpose other than that which is within the Website's intended and acceptable use; or
 - (xii) constitute or contain false or misleading indications of origin or statements of fact, including, but not limited to, the use of a false name;
- (c) you will not upload, post or transmit to or distribute or otherwise publish through the Website any materials anonymously or under a false name;
- (d) you will represent yourself accurately and truthfully at all times;
- (e) you grant Core Staffing the right to verify independently by any lawful means any information that you transmit to Core Staffing through the Website, including, but not limited to, information about yourself;
- (f) you will not modify, alter, adapt, translate, create derivative works from, reverse engineer, disassemble, decompile or decode the Website, or any element of it for any reason, except as expressly permitted by applicable law; and
- (g) you will not use any robot, spider, other automatic device, or manual process to monitor or copy the Website or its content, or any substantial part thereof, without Core Staffing's express prior written consent.
- (h) you will report inappropriate conduct to Core Staffing;

You acknowledge that Core Staffing has the right to create different classes of Website users, granting access to certain areas of the Website only to certain users, *e.g.*, candidate users and employer users may have access to different areas of the Website.

Use and Protection of User Name and Password

If you establish, or are issued, a user name and password for the purpose of using the Website or gaining access to restricted areas of the Website, if any, you are responsible for maintaining the confidentiality of your user name and password and for restricting access to your computer. You are no longer authorized to use, and you may not use, the user name and password if, at any time, you are no longer authorized to have access to any restricted areas of the Website, or if the conditions which entitle you to access cease to exist. You are responsible for all uses of your user name and password whether or not you have expressly or impliedly authorized such use. Core Staffing is entitled to rely on your compliance with the foregoing, and to assume that any person accessing the Website or restricted areas of the Website using your user name and/or password is you, or is authorized by you to enter into agreements or make warranties or representations on your behalf.

Indemnification

You agree to indemnify, defend and hold harmless Core Staffing and all its officers, directors, shareholders, owners, agents, employees, information providers, affiliates, and licensors (collectively, the "Indemnified Parties") from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of

any breach by you of these Terms and Conditions or any use of your user name and password, including, without limitation, attorneys' fees and costs. You shall cooperate as fully as reasonably required in the defense of any claim. Core Staffing reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of Core Staffing.

Electronic Commerce

When you communicate with Core Staffing through the Website or send us emails you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Accuracy of Website Material

The material contained on the Website has been checked for accuracy; however, all material is provided without express or implied warranties and Core Staffing does not warrant that all content on the site is accurate, complete, reliable, current or error free or assume responsibility for any errors or omissions in the material.

Copyright Infringement Notice

If you believe that any material on the Website infringes a copyright that you own or are authorized to represent, please provide Core Staffing with a written notice (e-mail is sufficient) that includes the following information: (a) electronic or physical signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed; (c) a description of where the material that you claim is infringing is located on the Website; (d) your address, telephone number, and e-mail address; (e) 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; and (f) a statement by you, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

The above notice should be provided to Core Staffing's copyright agent for notice of claims of copyright infringement on the Website, at info@employcore.com.

Links to Other Sites

The Website may contain links and pointers to websites operated by third parties. These links are provided solely as a convenience to you and not as an endorsement by Core Staffing of the contents of such third-party websites. Core Staffing is not responsible for the content of linked third-party websites and does not make any representations regarding the content or accuracy of materials on such third-party websites. If you decide to access linked third-party websites, you do so at your own risk. In addition, any

information that you submit to linked third-party websites will be covered by that website's privacy policy and not by Core Staffing's privacy policy.

Privacy Policy

Core Staffing will only use and disclose personal information about you in accordance with its then current privacy policy, available on the Website, which is incorporated herein by reference.

Security Rules

You are prohibited from taking any actions that will violate or attempt to violate the security of the Website, including, without limitation (a) accessing data not intended for your use or logging into a server or account which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network, including, without limitation, by means of submitting a virus, worm or Trojan horse to, overloading, "flooding", "mailbombing" or "crashing" the Website; or (d) sending unsolicited e-mail (other than email to us regarding the Website or Core Staffing's services) promoting and/or advertising products or services (all of the foregoing, the "Security Rules"). Attempts to violate, or violations of, system or network security or the Security Rules may result in civil or criminal liability. Core Staffing will investigate occurrences which may involve any such attempts or violations, may report them to law enforcement agencies, and may cooperate with law enforcement agencies in prosecuting users who are involved in such violations or attempted violations.

LIMITATION OF WARRANTIES AND DISCLAIMERS

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS OF USE, THE WEBSITE AND ITS CONTENT ARE PROVIDED ON AN 'AS IS,' 'WHEN AVAILABLE' BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. CORE STAFFING, ITS AFFILIATES, PARENTS AND SUBSIDIARIES, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, FITNESS FOR PARTICULAR PURPOSE, QUALITY, ACCURACY, QUIET ENJOYMENT OR WEBSITE AVAILABILITY. WITHOUT LIMITING THE FOREGOING, CORE STAFFING MAKES NO WARRANTY THAT THE SERVICES OFFERED ON THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. TO THE EXTENT PERMISSIBLE, ANY IMPLIED WARRANTIES THAT ARE NOT PERMITTED TO BE EXCLUDED ARE LIMITED TO NINETY (90) DAYS OR SUCH LONGER PERIOD AS APPLICABLE LAW REQUIRES.

WEBSITE CONTENT MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS AND CORE STAFFING SHALL NOT BE BOUND THEREBY. CORE STAFFING MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE WEBSITE OR ITS CONTENT. BY USING THE WEBSITE, YOU AGREE TO THESE TERMS AND CONDITIONS OF USE, AND YOU AGREE TO USE THE WEBSITE AT YOUR OWN RISK. CORE STAFFING MAY CHANGE THE WEBSITE AT ANY TIME AND RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE WEBSITE.

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IN NO EVENT SHALL CORE STAFFING BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA, OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OF OR ACCESS TO, OR THE INABILITY TO USE OR ACCESS, THE WEBSITE, ITS CONTENT AND/OR ANY DOCUMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CORE STAFFING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE LIMITATIONS SET FORTH IN THE ABOVE PARAGRAPH MAY NOT APPLY TO YOU. IF THE LIMITATIONS SET FORTH ABOVE ARE HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN CORE STAFFING'S MAXIMUM LIABILITY TO YOU FOR ANY TYPE OF DAMAGES SHALL BE LIMITED TO \$100.00 OR SUCH LARGER AMOUNT AS APPLICABLE LAW REQUIRES.

Governing Law

The Website (excluding any linked sites) is controlled by Core Staffing from its offices within the State of New York. The laws applicable to the validity and interpretation of these Terms and Conditions of Use, and any matters or transactions arising from or related to your use of the Website, shall be the laws of the State of New York, without regard to principles of conflict of laws, and any applicable United States federal law.

Access from Jurisdictions other than the United States

Core Staffing makes no representation that the content, materials, services or information available on the Website are appropriate for access outside of the United States and accessing them from jurisdictions where they, or any of them, are illegal is prohibited. Those who choose to access this Website from outside the United States do so on their own initiative, at their own risk, and are responsible for compliance with local laws.

Dispute Resolution

Any dispute arising out of or relating in any way to your visits to the Website or to services available through the Website shall be submitted to confidential arbitration before a single arbitrator in the County and State of New York, except that, to the extent you have in any manner violated or threatened to violate Core Staffing's intellectual property rights, Core Staffing may seek injunctive or other appropriate relief in any state or federal court of competent jurisdiction in the County and State of New York and you consent to jurisdiction over you by and exclusive venue in such a court. Arbitration under this agreement shall be administered by JAMS under the then prevailing JAMS Streamlined Arbitration Rules and Procedures. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. No arbitrator's award shall be given preclusive or collateral estoppel effect in subsequent arbitration proceedings pursuant to this provision or other similar provisions. To the fullest extent permitted by applicable law, no arbitration under these Terms and Conditions shall be joined to an arbitration involving any other party, whether through class arbitration proceedings or otherwise. The parties further agree that neither shall commence any litigation against the other arising out of this Agreement or the termination thereof as to any matter not subject to arbitration or with respect to any arbitration proceeding or award, except in a state or federal court of competent jurisdiction located in the County and State of New York. You consent to jurisdiction over you by and exclusive venue in such a court.

General

Except as expressly provided in a particular "Legal Notice" or text on a particular Web page of the Website, these Terms and Conditions of Use, including the privacy policy, set forth the entire understanding and agreement between Core Staffing and you with respect to the subject matter hereof. If any provision of these Terms and Conditions of Use is held to be invalid or unenforceable, such provision shall be modified only to the extent necessary to make it valid and enforceable and the remaining provisions shall be enforced. Core Staffing's failure to act with respect to a breach by you or others does not waive Core Staffing's right to act with respect to subsequent or similar breaches. You acknowledge that by submitting communications to Core Staffing, no confidential, fiduciary, contractually implied or other relationship is created between you and Core Staffing other than pursuant to these Terms and Conditions.

Changes to Terms and Conditions of Use

Core Staffing reserves the right to change the Terms and Conditions of Use from time to time in its sole discretion. Your use of the Website will be subject to the most current version of the Terms and Conditions of Use posted on the Website at the time of such use. If Core Staffing changes these Terms and Conditions of Use, we will post an updated policy on the website. You can tell if the policy has changed by checking the last revision date that appears. If you have not read the Terms and Conditions since the date of the last change, please read the revised Terms and Conditions, as they will govern your use of the Website. Your continued use of this site after we post such notice will constitute your acceptance of the new Terms and Conditions.

EEO Statement

Core Staffing provides equal employment opportunities to all employees and applicants for employment without regard to race, color, creed, religion, sex, sexual orientation, national origin, age, citizenship, disability, veteran status, or any other protected status. This policy governs all areas of employment at Core Staffing, including recruiting, hiring, training assignments, promotions, compensation, benefits, discipline and terminations.

Complaints, Questions or Comments

If you have any complaints, questions or comments about these Terms and Conditions of Use, the Website and/or the Content, or wish to contact us for any other reason, our contact information is as follows:

Mail Address: Core Staffing Services, Inc., 40 Wall Street, 16th
Floor, New York, New York 10005.

Telephone: (212) 766-1222

Email: info@employcore.com

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