

USER AGREEMENT, PRIVACY TERMS, INTELLECTUAL PROPERTY POLICY

UNIVERSITY COUNSELING JOBS, LLC

April 27, 2021

University Counseling Jobs, LLC ("UCJ"), provides job-posting services to educational institutions to enable them to find counseling candidates while serving the job-seeker market by providing timely, convenient, and helpful organization of counseling opportunities in educational settings.

1. Use for Higher Educational Job Posters and Personal Use of Job Seekers Only.

The services provided on this website are intended for institutions in the field of higher education that seek candidates for counseling jobs in their institutions and potential applicants for those positions. All other posted positions are considered "Mis-postings." UCJ will grant a refund for one Mis-posting per posting institution and, thereafter, any Mis-postings will be removed without refund.

2. User Content and Submissions.

All submitted, posted, or displayed information, material, or content posted on our website by a user is the sole responsibility of the User and is referred to as "User Content." With regard to your User Content, you represent and warrant that you have the right to submit, post and display it, that it does not infringe the intellectual property rights of any third party, and that UCJ claims no ownership or control over User Content and takes no measures and has no obligations, other than as set forth in Section 6 of this Agreement, to protect your intellectual property. Although, you retain all patent, trademark, and copyrights to any User Content you submit, post, or display on our website and you are responsible for protecting those rights, as you deem appropriate, and in return for using our website, you grant to us a worldwide, non-exclusive, royalty-free, transferable, sub-licensable license to use, reproduce, adapt, distribute, and publish such User Content. UCJs reserves the right to refuse to accept, post, display or transmit any User Content at its sole discretion.

UCJ may review and remove any User Content that, in its sole judgment, violates our policies, applicable laws, or is abusive, disruptive, offensive, or illegal, or violates the rights of, or harms other users, third parties, or UCJ.

UCJ does not represent or guarantee the truthfulness, accuracy, or reliability of any User Content, derivative works that are or may have been created from User Content, or any other communications posted by Users nor does UCJs endorse any opinions stated in User Content. By using UCJ's website, you accept and release UCJ and agree to indemnify, defend, and hold UCJ harmless from any liability whatsoever arising out of or relating to the posting of User Content including, but not limited to, claims for defamation, intellectual

property infringement, employment or hiring discrimination, or claims or liability for non-compliance with any law or regulation.

The following is a partial list of User Content that is prohibited on the Application. The list below is for illustration only and is not a complete list of all prohibited User Content. Furthermore, this list of examples creates no right on the part of Users to require UCJ to remove or permit any particular content on the UCJ website.

By way of illustration, prohibited content includes User Content that:

- is implicitly or explicitly offensive, such as User Content that engages in, endorses, or promotes racism, bigotry, discrimination, hatred, or physical harm of any kind against any group or individual;
- harasses, incites harassment, or advocates harassment of any group or individual;
- involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing, "spamming" or "phishing";
- in the sole discretion of UCJ, promotes or endorses false or misleading information or illegal activities or conduct that is abusive, threatening, obscene, defamatory, or libelous;
- promotes or endorses an illegal or unauthorized copy of another person's copyrighted work, such as providing or making available pirated computer programs or links to them, providing, or making available information to circumvent manufacture-installed copy-protect devices, or providing or making available pirated music or other media or links to pirated music or other media files;
- infringes the trademark, trade dress, or publicity rights of a third party;
- contains restricted or password only access pages, or hidden pages or images;
- displays or links to pornographic, indecent, or sexually explicit material of any kind;
- provides or links to material that exploits people under the age of 18 in a sexual, violent, or other manner, or solicits personal information from anyone under 18;
- solicits passwords or personal identifying information from other Users.
- is deemed, in the sole discretion of UCJ, to not be inconsistent with UCJ business goals and company values.

UCJ cannot and does not review all postings before they become available on our website and we are not responsible for postings on our website of employers or other third parties. Users will indemnify, defend, and hold UCJ harmless from any claims arising out of any User Content posted by you or via your account on the UCJ website.

3. Additional Employer Terms.

Employers are solely responsible for their postings on the UCJ website. UCJ is not considered an employer with respect to your posting on the UCJ website and is not responsible for the content of your postings or any of your employment decisions, regardless of the reason for such decision with regard to employees you find or do not find through our website.

Our format requires institutions to include their logo and as a result if you post on our website on behalf of an institution, you represent and warrant that you have been authorized by the institution to permit UCJ's use of the institutional logo. To be clear, whether or not you upload the institution's logo (and we encourage you to do so) if you fail to upload a logo, our staff reserves the right to rely on your representation and warranty that you have authority to for UCJ to upload an institutional logo on your behalf. While we do our best to use the official university logo, this is not always possible. In using this website, you agree indemnify, defend, and hold UCJ harmless from and claims of an institution or other third party for unauthorized use of logo or the uploading on an unofficial or incorrect institutional logo.

A Job posting may not contain:

- any hyperlinks, other than those specifically authorized by UCJ;
- misleading, unreadable, or "hidden" keywords, repeated keywords or keywords that are irrelevant to the job opportunity being presented, as determined by UCJ;
- the names, logos, or trademarks of unaffiliated companies other than those you are permitted to use in your posting (see Section 3, above);
- the names of colleges, cities, states, towns, or countries that are unrelated to the posting;
- inaccurate, false, or misleading information;

4. Linked Content

UCJ or some of the postings for jobs may contain links to websites over which we have no control. UCJ cannot and does not screen the sites referenced. UCJ is not responsible for objectionable content that may be available on linked sites nor does UCJ assume responsibility for the goods, services, or information provided by such sites. Users are responsible for any links inserted into User Content and Users agree to indemnify, defend, and hold UCJ harmless from any claims resulting from the posting or display or links provided in User Content.

5. Use of Data / Privacy

With regard to job seekers, UCJ collects your email address and some other personally identifying information. With regard to job posters, UCJ collects information concerning the originator of the posting, the institutions, and the type of job posted.

We collect limited non-personally identifying information your browser makes available whenever you visit any website through the standard use of "cookies" as commonly used on the internet. This log information includes your Internet Protocol address, browser type, browser language, the date and time of your query and one or more cookies that may uniquely identify your browser. This information is aggregated, and we use the information to monitor operation and improve our services.

UCJs uses personally identifying information to improve our services to you and improve our website. At this time, UCJ does not provide your personally identifying information to other companies or advertisers of goods or services but UCJ reserves the right to do so. If you do not wish your personally identifying information to be shared with third parties, please contact us at Support@UniversityCounselingJobs.com.

We may use your data for:

- internal market research and product development/enhancement
- metrics and estimates for utilization rates. While these metrics and estimates are considered accurate, their accuracy may not be precise and is not guaranteed.
- research that we might present or publish at professional conferences, peer reviewed journals, trade publication and on our website.

Although we use encrypted passwords on our website to enhance your security and privacy, you are responsible for protecting your password and not providing it to any third party. UCJ recommends that Users change their passwords at least every three months. and UCJ has absolutely no responsibility for any damage caused to you through the actions of third parties who have obtained access to your password and User agrees to indemnify, defend, and UCJ harmless from any claims resulting from password or privacy breeches of the UCJ website.

- We use standard, commercially available techniques to protect your privacy but a determined hacker can breach any system, either by attacking our system directly or using various techniques to obtain your password. We are not responsible for "hacks" of your password or other data that you submit to our website, nor are we responsible or liable for any damages whatsoever for the acts of third parties that "hack" our website or the information you have provided to our website.
- We collect no social security numbers or other personal data. We use a third-party provider for credit card services and we neither collect nor maintain any credit card information. You can find information regarding the security provided by our credit card processing company at <https://stripe.com>. UCJ uses Stripe's "Checkout" product, which has been certified as a PCI Level 1 Service Provider, the most stringent level of certification available.

6. Intellectual Property Claims.

UCJ respects legal rights and intellectual property rights. Generally speaking, intellectual property claims for services such as those provided by UCJ generally involve claims of copyright infringement or trademark infringement.

A. Copyright Claims:

i. Notice of Claim:

UCJ has in place a procedure that is compliant with the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. §512 et. seq., for reviewing requests to remove infringing content subject to copyright from our website if there is a bona fide claim that the posted material infringes your intellectual property rights.

All Notices to UCJ with regard to copyright infringement claims should be sent to UCJ's Digital Millennium Copyright Act Agent at:

IPClaims@kennyhertzperry.com

Include the term, INFRNGEMENT in the subject line and include the following information as required by §17 U.S.C. §512(c)(3) in your notice:

- Reasonably sufficient details to enable us to identify the work claimed to be infringed or, if multiple works are claimed to be infringed, a representative list of such works (for example: title, author, any registration or tracking number, URL);
- Reasonably sufficient detail to enable us to precisely identify the material that you claim to be infringing and locate the material that is claimed to be infringing (for example a link to the page and a copy of the page that contains the accused material);
- Your contact information so that we can contact you (for example, your address, telephone number, email address);
- Although UCJ has User Information provided by Users, such information may sometimes change so please provide any information you may have regarding the current contact information for the allegedly infringing party including name, address, telephone number, and email address;
- Documentation, if any, of the legitimacy of the copyright or trademark claim you are presenting such as a copy of the Trademark Registration or a Copyright Registration. A statement that you have a good faith belief that the use of the material identified in (2) is not authorized by the owner of the intellectual property, its agent, or the law;
- A statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the owner of the exclusive right that is alleged to be infringed.
- Your physical or electronic signature. Your complaint will not be processed unless you provide an electronic or a physical signature. An electronic signature should be provided with between slash marks / / along with some identifying group of numbers or symbols to verify your identity, e.g., /John Smith #8375309/.

ii. Resolution or Counter-Notice:

Upon receipt of your complaint, we may (a) contact whoever posted the content or (b) take down the accused content and also contact whoever posted the content. Either way, the posting party may file a "counter notice" to IPClaims@kennyhertzperry.com including the following as provided by 17 U.S.C. §512(g)(3)(D):

- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;
- Documentation, if any, of any rights you may have to the posted material and a statement, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material in question;
- Your name, address, and telephone number;
- A statement that – as the posting party -- you consent to the jurisdiction of the Federal District Court for judicial district in which your address is located or in a District in which UCJ may be found that

you will accept service of process from the person who submitted a notice in compliance with the section (c)(1)(C) of the DMCA, as generally described above;

- Your physical or electronic signature.

If a posting party provides us with the information as required above, we may reinstate the posted content unless the party originally filing the complaint has informed us that they have filed an action in Federal District Court to restrain posting of the content.

B. Trademark Claims:

i. Notice of Claim:

If you (the "Complaining Party") would like to submit a trademark claim for violation of a mark on which you hold a valid, registered trademark or service mark (registered with the United States Patent and Trademark Office on the Principal Register or, for foreign marks, registered with the appropriate intellectual property organization of your country), UCJ requests that the Complaining Party substantiate such claim by providing the following information via email to providing the following information via email to Support@UniversityCounselingJobs.com . The words "Trademark Claim" should appear in the subject line of the email. The Trademark Claim must provide the following information in order for UCJ to consider it:

- A depiction of the trademark, service mark, registered trade dress, name, or other indicia of origin that is claimed to be infringed, including any registration numbers;
- The geographical area in which you claim that your trademark rights apply;
- The identifying information of the mark owner, including name, post office address, telephone number and email address;
- The goods and services to which you claim your trademark rights apply;
- The date the mark was first used in commerce anywhere by the owner of the mark;
- The date on which the mark was first used in interstate commerce in the United States;
- A short explanation as to the manner, extent, and factors that are likely to give rise to confusion as a result of the alleged infringer's use of the allegedly infringing mark;
- The webpages, URL's, or postings on UCJ's website that will allow UCJ to verify the use of the allegedly infringing use and locate it on the UCJ website;
- A good faith certification, signed under penalty of perjury, stating that:
 - The content of the website as identified above infringes the rights of the mark owner;
 - The name of the mark owner;
 - That you are the mark owner or are authorized to represent the mark owner;
 - Any identifying contact information you may have with regard to the alleged infringer;
 - And that you know of no defense – such as that the alleged infringer has permission to use the mark – that would justify the alleged infringer's use of the mark.

ii. Resolution and Counternotice:

Upon receipt of your complaint, we may (a) contact whoever posted the content or (b) temporarily take down the accused content and also contact whoever posted the content. Either way, the posting party may file a "counter notice" to support@universitycounselingjobs.com including the following:

- Any documentation that it has permission to use the marks alleged in the Notice of Claim;
- Any explanation, justification, or information justifying the use the mark by the posting party, including that,
 - The material used is not likely to be confused with the mark of the Claimant;
 - That the Claimant does not have the rights claimed in the Notice of Claim;
 - That the posting party has a license to use the material posted (if so, provide documentation of such license);
 - Any other reason why the use of the material that is allegedly infringing in the Notice of Claim is not infringing.

If a posting party provides us with the information as required above, we may reinstate the posted content unless the party originally filing the complaint has informed us that they have filed an action in Federal District Court to restrain posting of the content.

7. Your Rights and Waivers of Rights.

Services provided on the UCJ website are provided "as-is" and to the fullest extent permitted by law, UCJ DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION FOR NONINFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. Your use of the UCJ's website shall constitute agreement to these terms and policies. This agreement is made in State of Washington and shall be construed as if both parties jointly wrote it. All claims arising out of or relating to this agreement shall be litigated exclusively in the State of Washington. These terms constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any other agreements, terms, and conditions applicable to the subject matter hereof. No other statements or promises have been relied upon with regard to this Agreement or these policies. Any notices to UCJ must be sent to:

University Counseling Jobs LLC

24602 E. Sinto Lane

Liberty Lake, WA 99019