

Terms of Use

PLEASE READ CAREFULLY BEFORE USING THIS SITE.

Career Corner Digital (referred to as "CCD," "we," "us," "our" and other similar pronouns), owners of SeeTheJob.com, makes available this Web site and all site-related services (collectively, the "Site") subject to your compliance with the terms and conditions set forth in this agreement (the "Agreement"). By using the Site, you agree to be bound by these terms and conditions. If you do not agree to these terms and conditions, you may not use the Site or any of the services made available through the Site.

This Agreement is made between CCD and each Site visitor and/or Member, (including all Site visitors or Members that are entities, individuals, employers, job candidates and general visitors of the Site) (individually and collectively referred to herein as "you"). We reserve the right at any time to:

- Change the terms of this Agreement;
- Change the Site, including eliminating or discontinuing any content on, feature of or service made available through the Site; or
- Change any fees or charges for use of the Site.

Any changes we make will be effective upon notice, which we may provide through various means including, without limitation, posting the updated version on the Site or notice via electronic mail. Your use of the Site after such notice will be deemed acceptance of such changes. Be sure to review this Agreement periodically to ensure familiarity with the most current version.

I. Code of Conduct

While using the Site you agree to comply with all applicable laws, rules and regulations.

While using the Site you also agree not to:

1. Restrict, inhibit or otherwise interfere with any other visitor or Member from accessing or using the Site or any service or feature thereof, including, without limitation, by means of "hacking" or defacing any portion of the Site, or by engaging in spamming or flooding our servers with requests;
2. Use the Site for any unlawful purpose or in violation of applicable law, rule or regulation;
3. Express or imply that any statements you make are endorsed or approved by us, without our prior written consent;
4. Transmit, post, upload or otherwise submit to us on or through the Site:
 - any content or information that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene, harassing, misleading, false or otherwise

- objectionable, or that infringes on our or any third party's intellectual property or other proprietary rights;
 - any non-public information about companies without the express authorization to do so;
 - any trade secret of any third party;
 - any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us);
 - any job posting involving any franchise, pyramid scheme, "club membership," distributorship or sales representative agency arrangement or other business opportunity which requires an up-front or periodic payment, pays commissions only (i.e., no significant salary), or requires recruitment of other members, sub-distributors or sub-agents;
 - any content containing sexual, ethnic, racial or other discriminating slurs, or material which contains no relevant or constructive content or which goes beyond profanity into obscenity or abhorrence;
 - any content identifying individuals in a negative or derogatory fashion, unless such individuals are the high ranking officials of a company or have otherwise been covered in the media;
5. Transmit any software or other materials that contain any virus, worm, time bomb, Trojan horse, spyware, adware or other harmful or disruptive component;
6. Modify, adapt, sub-license, translate, sell, reverse engineer, decompile, disassemble or circumvent any portion of the Site;
7. Remove or alter any copyright, trademark, or other proprietary rights notices contained in the Site;
8. Link from any other web site to this Site in any manner such that the Site, or any page of the Site, is "framed," surrounded or obfuscated by any third party content, materials or branding, without our prior written authorization;
9. Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents (except that the foregoing restriction shall not be construed to preclude a search engine from using a spider, robot or similar process or device to crawl and index the Site for purposes of feeding search results in response to applicable legitimate search queries);
10. Harvest or collect information about Site visitors or Members without their express consent; or
11. Impersonate any person or entity or misrepresent your affiliation with any other person or entity.

II. Ownership and Restrictions on Use

©2000- 2011 Career Corner Digital. All Rights Reserved. The Site is owned and operated by CCD in conjunction with others pursuant to contractual arrangements.

Unless otherwise expressly permitted by this Agreement or on the Site in connection with particular Site materials (for example, with respect to certain materials that may be expressly labeled as "free" and "shareable"), you may not copy, reproduce, republish, upload, post, transmit or distribute materials from the Site in any way, without our prior written permission. Modification of the Site or the Site materials or use of the Site or the Site materials for any other purpose may be a violation of our copyright and other proprietary rights, and is strictly prohibited. You acknowledge that you do not acquire any ownership rights by using the Site.

"Career Corner Digital"; "CCD"; the Career Corner Digital logo; "Recruit Smarter. Smarter Recruits."; "SeeTheJob.com"; the SeeTheJob.com logo; "Social Recruiting and Career Exploration for Entry-Level Jobs"; are trademarks and/or service marks of Career Corner Digital. There are other trademarks that appear on the Site that belong to us and others, and all other trademarks, service marks, and logos used on the Site are the trademarks, service marks, or logos of their respective owners. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any trademark displayed on the Site without our written permission or that of the third party rights holder. Your misuse of the trademarks displayed on the Site is strictly prohibited.

III. Registration

Although certain areas of the Site do not require you to be a SeeTheJob.com Member, some areas do. When and if you register to become a Member, you agree to:

1. provide true, accurate, current and complete information about yourself as prompted by our registration form (including your email address); and
2. maintain and update your information (including your email address) to keep it true, accurate, current, and complete.

As part of the registration process, you will be asked to select a password and may be asked to select a screen name. We may refuse to grant you a screen name that impersonates someone else, that is or may be illegal, that is or that may be protected by trademark or other proprietary rights law, that is vulgar or otherwise offensive, that may cause confusion or for any other reason, as determined by us in our sole discretion. YOU ARE ENTIRELY RESPONSIBLE FOR THE CONFIDENTIALITY AND USE OF YOUR SCREEN NAME AND PASSWORD, AND FOR ANY AND ALL ACTIVITIES (INCLUDING PURCHASES, AS APPLICABLE) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT WHETHER OR NOT AUTHORIZED BY YOU. You agree not to transfer or resell your use of or access to the Site to any third party. If you have reason to believe that your account with us is no longer secure, you must promptly change your password by logging in and editing your profile page and immediately notify us of the problem by emailing us at support@seethejob.com.

IV. Making Purchases

We may make certain products and services available to visitors and registrants of the Site. Our products and services are subject to availability. We will inform you if we cannot supply the products or services you have purchased and, if you have already

paid us, give you a refund. You may only order products if, and you hereby represent and warrant that, you are 18 years old (or the age of majority in your jurisdiction) or older and, by placing each order for a product you represent and warrant that this is the case at the time of the relevant order. If you wish to purchase products or services described on the Site, you will be asked by CCD (or, if you are purchasing the product through a co-branded area of the Site, by the provider of the product or service) to supply certain information applicable to your purchase, including, without limitation, credit card (or other payment method) and other information. You understand that all user information submitted to CCD on the Site will be treated by CCD in accordance with our Privacy Policy, which is incorporated herein by this reference. You agree that all information that you provide to CCD in connection with any purchases will be accurate and complete.

When you place an order to purchase a product or service, we will send you an email to confirm we have received your order. Your order represents an offer to purchase our product or service and our confirmation represents our acceptance of your offer. All risk in any products you purchase from us (including risk of loss and/or damage to the products) will pass to you when they are delivered to you.

You agree to pay, and you understand that we have no responsibility or liability for, any or all charges incurred by you or any users of your account and credit card or other payment mechanism (including, for example and without limitation, any fees assessed in connection with exceeding a limit imposed on your payment card or account) at the price(s) in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases. The prices of our products and services are quoted exclusive of any applicable taxes and charges (including, where applicable, Value Added Tax).

Descriptions or images of, or references to, products or services on the Site do not imply CCD's endorsement of such products or services. We reserve the right, without prior notification, to change such descriptions or references, or to limit the order quantity on any product or service and/or refuse service to you. Verification of information may be required prior to CCD's acceptance of any order. Price and availability of any product or service are subject to change without notice.

Refunds and Returns

Except where applicable law requires otherwise, CCD does not accept returns of items or services purchased on the Site. CCD also does not issue refunds for any products or services (or any other materials) purchased on the Site, in whole or in part, including career services (like resume reviews by an expert).

Electronic Communication

You consent to receive communications from us electronically. You agree that all disclosures, notices, agreements, and other communications you receive from us electronically satisfy any legal requirement for such communications to be in writing. We do not accept any liability or responsibility for emails or other electronic communications that are intercepted, garbled, lost or not received.

V. Submissions and Postings

We and our designees may make available various opportunities for you to post videos, participate in written surveys, participate in discussions on our message boards, blogs, articles and other forums available on the Site as well as other opportunities to post information and materials. (All such message boards, videos, surveys, blogs and other forums are collectively referred to herein as the "Forums," as further addressed in Section VI below.) In addition to, and without limitation of, any other prohibited content or behavior that is prohibited hereunder (see the Code of Conduct above in Section I, for example), users of the Forums may not post sexual, ethnic or racial or other discriminating slurs, or material which contains no relevant or constructive content or which goes beyond profanity into obscenity or abhorrence. Nor shall users identify individuals in a negative or derogatory fashion, unless such individuals are the high ranking officials of a company or have otherwise been covered in the media. If you believe a message violates our member policies, please contact CCD immediately at support@seethejob.com so that we may consider its editing or removal.

By sending or transmitting to us any information, creative suggestions, ideas, notes, concepts, resumes, other employment-related information or any other materials (collectively, "Submitted Materials"), or by posting such Submitted Materials to any area of the Site, you (i) represent and warrant to us that you have the legal right to post or submit your material, that you have the necessary permissions, consents, or licenses to post or submit your material, and that it will not violate any law or the rights of any person or entity, and (ii) grant us and our designees a worldwide, non-exclusive, sub-licensable (through multiple tiers), assignable, transferable, royalty-free, perpetual, irrevocable right to use, reproduce, distribute (through multiple tiers), create derivative works of, edit, add content and logos to, publicly perform, modify, adapt, publicly display, digitally perform, make, have made, sell, offer for sale and import such Submitted Materials in any and all media or through any and all means, now known or hereafter developed, for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submitted Materials.

None of the Submitted Materials shall be subject to any obligation, whether of confidentiality, attribution, or otherwise, on our part and we shall not be liable for any use, display or disclosure of any Submitted Materials.

VI. Forums

The Forums are designed to help our visitors and Members obtain career and company information and discuss ways to make career decisions. This information on the Forums is sometimes provided by our staff and sometimes by other third party contributors, many of whom use anonymous screen names and are people not otherwise connected with CCD. You should be aware that people may occasionally post messages or make statements in the Forums that are misleading, deceptive, wrong or otherwise objectionable. They may do this unintentionally, or even intentionally. Therefore, treat the other users of the Forums in the same way you would treat anyone you had met for the first time, because anyone can post to our Forums - no invitation is required.

CCD is not necessarily affiliated with or endorsed by the companies described or mentioned in the Forums. The opinions expressed in the Forums reflect solely the opinion(s) of the participants - our visitors and Members - and may not reflect the opinion(s) of CCD. You acknowledge and agree that we have the right, but not the

obligation, to monitor the Site and the Forums and the materials you and other visitors may transmit or post. We also have the right, but not the obligation, to alter or remove any such materials (including, without limitation, any posting to a Forum), or to delete portions of or entire posts which violate the above rules, messages or topics that are unrelated to the specific message board on which they are posted, and advertisements, recruiting or other commercial messages, and to disclose such materials and the circumstances surrounding their transmission to third parties in order to operate the Site properly; to protect ourselves, our sponsors, and our Members and visitors, and to comply with legal obligations or governmental requests. We may also impose limits on certain features of the Forums or restrict your access to part or all of the Forums without notice or penalty if we believe you are in breach of the guidelines set forth in this section, any of the terms and conditions of this Agreement, any applicable law, or for any other reason without notice of liability.

VII. Third Party Web Sites

You may be able to link from the Site to third party web sites and third party web sites may link to the Site ("Linked Sites"). You acknowledge and agree that we have no responsibility for the information, content, products, services, advertising, code or other materials which may or may not be provided by or through Linked Sites. Links to Linked Sites do not constitute an endorsement or sponsorship by us of such web sites or the information, content, products, services, advertising, code or other materials presented on or through such web sites. Any reliance on the contents of a Linked Site is done at your own risk and you assume all responsibilities and consequences resulting from such reliance.

VIII. Claims of Copyright Infringement

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. If you believe in good faith that materials hosted by CCD infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information:

- a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Site are covered by a single notification, a representative list of such works);
- identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow CCD to locate the material on the Site;
- information reasonably sufficient to permit CCD to contact you, such as name, address, telephone number, and, if available, email address;
- a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

- a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send CCD a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.copyright.gov/> for details. Notices and counter-notices with respect to the Site should be sent to Career Corner Digital, Legal Department, 203 Ocean Avenue, Floor 3, Brooklyn, NY 11225. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

IX. Jurisdictional Issues

The Site is solely directed to individuals residing in the United States. We control and operate the Site from within the State of New York, United States of America. To the fullest extent permitted by applicable law, we make no representation that materials in the Site are appropriate or available for use in other locations. Those who choose to access the Site from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable. We reserve the right to limit the availability of the Site and/or the provision of any service, program, video, or other product described thereon to any person, geographic area, or jurisdiction we so desire, at any time and in our sole discretion, and to limit the quantities of any such service, program, video, or other product that we provide.

X. Rules for Sweepstakes, Contests, and Games

Any sweepstakes, contests, and games that are accessible through the Site may be governed by specific additional rules. By entering such sweepstakes or contests or participating in such games you will become subject to those rules. We urge you to read the applicable rules, which are presented in connection with the particular activity, and to review our Privacy Policy, which discusses and governs (in addition to this Agreement) any information you submit in connection with certain sweepstakes, contests, and games.

XI. Termination

This Agreement shall remain effective until terminated in accordance with its terms. You may terminate this Agreement by ceasing all access to and use of the Site, and if you are a registered Member of the Site or certain areas of the Site, you should also give such notice of termination by deregistering from the Site by sending an email to support@seethejob.com and asking us to delete all of your personal information. We maintain a policy that provides for the termination of Site use privileges of repeat infringers of intellectual property rights. In addition, we reserve the right to immediately terminate this Agreement, and/or your access to and use of the Site or any portion thereof, at any time and for any reason, with or without cause. Upon termination of this Agreement by either party, your right to use the Site shall immediately cease, and you

shall destroy all materials obtained from the Site and all copies thereof, whether made under the terms of this Agreement or otherwise.

XII. Disclaimers

THE SITE, THE MATERIALS ON THE SITE, AND ANY PRODUCT OR SERVICE OBTAINED THROUGH THE SITE, ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CCD AND ITS AFFILIATES, SUPPLIERS, ADVERTISERS AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. SOME LAWS DO NOT ALLOW FOR THE EXCLUSION OF IMPLIED WARRANTIES, SO, DEPENDING ON YOUR JURISDICTION, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

CCD AND ITS AFFILIATES, SUPPLIERS, AND AGENTS DO NOT WARRANT THAT YOUR USE OF THE SITE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE (OR THE SERVER(S) ON WHICH IT IS HOSTED) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SITE, AND ALL CHARGES RELATED THERETO. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND YOUR RELIANCE THEREON. NO OPINION, ADVICE, OR STATEMENT OF CCD OR ITS AFFILIATES, SUPPLIERS, AGENTS, MEMBERS, OR VISITORS, WHETHER MADE ON THE SITE, OR OTHERWISE, SHALL CREATE ANY WARRANTY. YOUR USE OF THE SITE AND ANY MATERIALS PROVIDED THROUGH THE SITE ARE ENTIRELY AT YOUR OWN RISK.

WITHOUT LIMITATION OF THE ABOVE IN THIS SECTION, CCD AND ITS AFFILIATES, SUPPLIERS AND LICENSORS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING ANY PRODUCTS OR SERVICES ORDERED OR PROVIDED VIA THE SITE, AND HEREBY DISCLAIM, AND YOU HEREBY WAIVE, ANY AND ALL WARRANTIES AND REPRESENTATIONS MADE IN PRODUCT OR SERVICES LITERATURE, FREQUENTLY ASKED QUESTIONS DOCUMENTS AND OTHERWISE ON THE SITE OR IN CORRESPONDENCE WITH COMPANY OR ITS AGENTS. ANY PRODUCTS AND SERVICES ORDERED OR PROVIDED VIA THE SITE ARE PROVIDED BY COMPANY "AS IS", EXCEPT TO THE EXTENT, IF AT ALL, OTHERWISE SET FORTH IN A LICENSE OR SALE AGREEMENT SEPARATELY ENTERED INTO IN WRITING BETWEEN YOU AND COMPANY OR ITS LICENSOR OR SUPPLIER.

WE NEITHER ENDORSE NOR ARE RESPONSIBLE FOR ANY OPINION, ADVICE, INFORMATION, OR STATEMENT MADE OR DISPLAYED ON THE SITE OR FORUMS BY THIRD PARTIES, WHETHER SUCH THIRD PARTIES ARE VISITORS TO THE SITE, MEMBERS OF THE SEETHEJOB.COM COMMUNITY OR OTHERWISE. WE ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN ARTICLES OR POSTINGS, FOR HYPERLINKS EMBEDDED IN MESSAGES, OR FOR ANY RESULTS OBTAINED FROM THE USE OF SUCH INFORMATION. UNDER NO

CIRCUMSTANCES WILL WE OR OUR AFFILIATES, SUPPLIERS, OR AGENTS BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON SUCH INFORMATION OBTAINED THROUGH THE SITE. YOU ARE SOLELY RESPONSIBLE FOR INDEPENDENTLY RESEARCHING THE COMPANIES, INDUSTRIES, AND SCHOOLS FEATURED ON THE SITE, AND YOU ARE SOLELY RESPONSIBLE FOR CHOOSING TO EVALUATE OR TO MAKE A CAREER DECISION BASED ON ANY OPINIONS FOUND IN ANY OF THE FORUMS. WE CANNOT AND DO NOT TAKE RESPONSIBILITY FOR THE VERACITY, RELIABILITY, OR COMPLETENESS OF ANY OPINION, ADVICE, INFORMATION, OR STATEMENT AVAILABLE ON THE SITE.

A possibility exists that the Site or Forums could include inaccuracies or errors, or materials that violate these Terms of Use (specifically, the Code of Conduct set forth in Section I above). Additionally, a possibility exists that unauthorized alterations could be made by third parties to the Site or Forums. We make no guarantees as to the Site's completeness or correctness. In the event that such a situation arises, please contact us at support@seethejob.com with, if possible, a description of the material to be checked and the location (URL) where such material can be found on the Site, as well as information sufficient to enable us to contact you. We will try to address your concerns as soon as reasonably practicable. For copyright infringement claims, see the section on "Claims of Copyright Infringement" above.

XIII. Limitation of Liability

NEITHER CCD NOR ITS SUPPLIERS, ADVERTISERS, AFFILIATES, OR AGENTS OR SPONSORS ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE AND/OR CONTENT CONTAINED ON THE SITE, OR ANY PRODUCT OR SERVICE PURCHASED THROUGH THE SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, AND/OR CONTENT CONTAINED WITHIN THE SITE, IS TO STOP USING THE SITE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW THE SOLE AND EXCLUSIVE, MAXIMUM AND AGGREGATE LIABILITY OF CCD FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE) SHALL BE THE TOTAL AMOUNT PAID BY YOU, IF ANY, TO ACCESS THE SITE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL USERS OF THIS WEBSITE UNDERSTAND AND AGREE THAT (I) THE MUTUAL AGREEMENTS MADE IN THIS SECTION XIII REFLECT A REASONABLE ALLOCATION OF RISK, AND (II) THE PARTIES HERETO WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON LIABILITY.

XIV. Indemnification

You agree to indemnify, defend and hold us, our officers, directors, employees, agents and representatives harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), or other expenses that arise directly or indirectly out of or from

(1) your breach of this Agreement;

(2) any allegation that any materials that you submit to us or transmit to the Site infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party (including, without limitation, any Submitted Materials);

(3) your violation of the Code of Conduct above; and/or

(4) your activities in connection with the Site.

CCD reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with CCD's defense of such claim.

XV. Miscellaneous

This Agreement is governed by and construed in accordance with the laws of the State of New York, United States of America, without regards to its principles of conflicts of law. You agree to personal jurisdiction by the federal and state courts located in the County of Kings, located in the state of New York, United States of America, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. In this Agreement references to applicable law are to mandatory law only. This is the entire Agreement between us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral Agreements between us. This Agreement is not assignable, transferable or sub-licensable by you except with CCD's prior written consent. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Nothing in this Agreement shall confer or create any rights or benefits enforceable by any person who is not a party to this Agreement. Any heading, caption or section title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. To the extent you have statutory rights as a consumer, nothing in this Agreement shall affect such rights.

XVI. Our Details

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