



## USER AGREEMENT TERMS and CONDITIONS

### **Mission Statement / Purpose**

The mission of SkillPUSH is to professionally network hiring managers and/or companies to job applicants using a unique dual profile (Candidate/Hiring Mgr) platform coupled with a job board, applicant tracking system, payroll capabilities and other staffing related capabilities to create a proactive bi-directional job skills matching that supports recruiting and staffing initiatives of our users. The SkillPUSH website is a 'Service' that is designed to improve current staffing and recruiting business process and industry inefficiencies.

### **Agreement**

By using our software platform Services (SkillPUSH), **you are entering into a legal agreement. You agree to all of the following terms and conditions.**

**You also agree to our Privacy Policy, which covers how we collect, use, share, and store the personal information you provide SkillPUSH.**

By clicking "Join Now" "Join SkillPUSH", "Sign Up" or similar, registering, accessing or using our Services you are entering into a legally binding agreement (even if you are using our Services on behalf of a company). Your agreement is with SkillPUSH LLC (a wholly owned subsidiary of IS&T Consulting Group LLC) a Texas Limited Liability Company.

### **Obligations**

#### **Services Eligibility**

- You must be the "Minimum Age" 18 years of age or older;
- You will only have one SkillPUSH account, which must be in your real name;
- You are not already restricted by SkillPUSH from using the Services.

#### **Your Membership Rules**

- You will try to choose a strong and secure password;
- You will keep your password secure and confidential;
- You will not transfer, sell or give control of any part of your account

#### **Payment and Invoicing**

Although SkillPUSH is currently a free service (freemium), we may in the future charge fees for access to certain software functionalities.

- If and when SkillPUSH charges for services, you will be given an opt out ability;
- You authorize SkillPUSH to store and continually bill your payment method (e.g. credit card, ACH, Bank Draft) even after it has expired, to avoid interruptions in your subscription;
- You must pay applicable fees and taxes;
- You may cancel or change your subscription services at any time. Billing fees will end at the 1<sup>st</sup> of the following month of cancelation;
- There are no refunds for services;
- You can get a copy of your invoice through your account settings under "Invoice History".

#### **Notices and Service Messages**

You authorize SkillPUSH to email and/or SMS text you with important notices.

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Notices can be and are not limited to emails from other SkillPUSH users, Job postings and user activities.

You are responsible for keeping your contact information (phone, email, mail address) current. If your contact information isn't up to date, you may miss out on these notices.

You agreed we may provide notices to you in the following ways:

- A banner notice on the Service;
- An email sent to an address you provided;
- An SMS (or similar) cell/mobile number;
- You are responsible for data charges;
- Telephone
- US mail.

Please review your SkillPUSH user/account settings to control and limit what kind of messages you receive.

### **Messages and Data Sharing**

When you share information, others users can see, copy and use that information.

Our Services allow messaging and sharing of information in many ways, such as your dual profiles, professional profile, links to news articles, job postings, SkillPUSH email and blogs.

Information and content that you share or post may be seen by other SkillPUSH Users or, if public, by Visitors.

We have made settings available and we will honor the privacy choices you make about who can see content or information. (e.g., sharing to a group instead of your network, changing the default setting content from public to a more restricted view, limiting your profile visibility, or not letting people know when you change your profile, make recommendations or follow companies).

NOTE: SkillPUSH is not obligated to publish any information or content on our Service and can remove it at our sole discretion, with or without notice.

### **Rights and Limits**

#### **Your License to SkillPUSH**

You own all of the content, feedback, and personal information you provide to us, but you also grant SkillPUSH a non-exclusive license to it.

We'll try to honor the choices you make about who gets to see your information and content.

You promise to only provide information and content that you have the right to share, and that your SkillPUSH profile will be truthful.

As between you and SkillPUSH, you own the content and information that you submit or post to the Services. You grant SkillPUSH the non-exclusive license: A worldwide, transferable and sub-licensable right to use, copy, modify, distribute, publish, and process, information and content that you provide through our Services, without any further consent, notice and/or compensation to you or others.

These rights are limited in the following ways:

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- You can end this license for specific content by deleting such content from the Services, or generally by closing your account, except (a) to the extent you shared it with others as part of the Service and they copied or stored it and (b) for the reasonable time it takes to remove from backup and other systems.
- We will not include your content in advertisements for the products and services of others (including sponsored content) to others without your separate consent. However, we have the right, without compensation to you or others, to serve ads near your content and information, and your comments on sponsored content may be visible as noted in the Privacy Policy.
- We will get your consent if we want to give others the right to publish your posts beyond the Service. However, other Members and/or Visitors may access and share your content and information, consistent with your settings and degree of connection with them.
- While we may edit and make formatting changes to your content (such as translating it, modifying the size, layout or file type or removing metadata), we will not modify the meaning of your expression.
- Because you own your content and information and we only have non-exclusive rights to it, you may choose to make it available to others, including under the terms of a Creative Commons license.
- You agree that we may access, store and use any information that you provide in accordance with the terms of the Privacy Policy and your privacy settings.
- By submitting suggestions or other feedback regarding our Services to SkillPUSH, you agree that SkillPUSH can use and share (but does not have to) such feedback for any purpose without compensation to you.

You agree to only provide content or information if that does not violate the law nor anyone's rights (e.g., without violating any intellectual property rights or breaching a contract).

SkillPUSH may be required by law to remove certain information or content in certain countries.

### **Service Availability**

We may discontinue, change, suspend or end any or all Services, or change and modify prices prospectively in our discretion. To the extent allowed under law, these changes may be effective upon notice provided to you.

SkillPUSH is not a data storage service. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law.

### **Other Content, Sites and apps**

When you see or use others' content and information posted on our Services, it's at your own risk. Third parties may offer their own products and services through SkillPUSH, and we aren't responsible for those third-party activities.

By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. SkillPUSH generally does not review content provided by our Users. Users are encouraged to contact SkillPUSH in the event inappropriate content or activities are discovered.

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You agree that SkillPUSH is not responsible for third parties' (including other Users') content or information or for any damages as result of your use of or reliance on it.

You are responsible for deciding if you want to access or use third party apps or sites that link from our Services (i.e. Facebook, LinkedIn, Twitter). If you allow a third party app or site to authenticate you or connect with your SkillPUSH account, that app or site can access information on SkillPUSH related to you and your connections. Third party apps and sites have their own legal terms and privacy policies, and you may be giving others permission to use your information in ways we would not. Except to the limited extent it may be required by applicable law, SkillPUSH is not responsible for these other sites and apps.

### **Limits**

SkillPUSH has the right to limit how you connect and interact on our Services.

We're providing you notice about our intellectual property rights.

SkillPUSH reserves the right to limit your use of the Services, including the number of your connections and your ability to contact other Members. SkillPUSH reserves the right to restrict, suspend, or terminate your account if SkillPUSH believes that you may be in breach of this Agreement or law or are misusing the Services (e.g. violating customary professional networking protocol)

SkillPUSH has filed for Patent protections with the US Patent and Trademark Office (application # 15225453). SkillPUSH reserves all of its intellectual property rights in the Services.

The SkillPUSH name, and "tie" logos and other SkillPUSH trademarks, service marks, graphics, and logos used in connection with SkillPUSH are trademarks or registered trademarks of SkillPUSH. Other trademarks and logos used in connection with the Services may be the trademarks of their respective owners.

### **Disclaimer and Limit of Liability**

#### **No Warranty**

TO THE EXTENT ALLOWED UNDER LAW, SkillPUSH (AND THOSE THAT SkillPUSH WORKS WITH TO PROVIDE THE SERVICES) (A) DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS (E.G. WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, AND NON-INFRINGEMENT); (B) DO NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS, AND (C) PROVIDE THE SERVICE (INCLUDING CONTENT AND INFORMATION) ON AN "AS IS" AND "AS AVAILABLE" BASIS.

SOME LAWS DO NOT ALLOW CERTAIN DISCLAIMERS, SO SOME OR ALL OF THESE DISCLAIMERS MAY NOT APPLY TO YOU.

#### **Exclusion of Liability**

TO THE EXTENT PERMITTED UNDER LAW (AND UNLESS SkillPUSH HAS ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT SUPERSEDES THIS AGREEMENT), SkillPUSH (AND THOSE THAT SkillPUSH WORKS WITH TO PROVIDE THE SERVICES) SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO THE SERVICES (E.G. OFFENSIVE OR DEFAMATORY STATEMENTS, DOWN TIME OR LOSS, USE OR CHANGES TO YOUR INFORMATION OR CONTENT).

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IN NO EVENT SHALL THE LIABILITY OF SkillPUSH (AND THOSE THAT SkillPUSH WORKS WITH TO PROVIDE THE SERVICES) EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, AN AMOUNT THAT IS THE LESSER OF (A) FIVE TIMES THE MOST RECENT MONTHLY OR YEARLY FEE THAT YOU PAID FOR A PREMIUM SERVICE, IF ANY, OR (B) US \$1000.

THIS LIMITATION OF LIABILITY IS PART OF THE BASIS OF THE BARGAIN BETWEEN YOU AND SkillPUSH AND SHALL APPLY TO ALL CLAIMS OF LIABILITY (E.G. WARRANTY, TORT, NEGLIGENCE, CONTRACT, LAW) AND EVEN IF SkillPUSH HAS BEEN TOLD OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

SOME LAWS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SO THESE LIMITS MAY NOT APPLY TO YOU.

### **Termination**

SkillPUSH or You may terminate this Agreement at any time without notice to the other.

On termination, you lose the right to access or use the Services.

The following shall survive termination:

- Our rights to use and disclose your feedback;
- Members' and/or Visitors' rights to further re-share content and information you shared through the Service to the extent copied or re-shared prior to termination;
- Any amounts owed by either party prior to termination remain owed after termination;
- A User can terminate their account in account settings.

### **Dispute Resolution**

All legal disputes will take place in Texas courts, applying Texas law.

You agree that the laws of the State of Texas, U.S.A., excluding its conflict of laws rules, shall exclusively govern any dispute relating to this Agreement and/or the Services. You and SkillPUSH agree that any and all claims will be litigated in the federal or state courts located in Harris County, Houston, Texas, USA. You and SkillPUSH agree to personal jurisdiction in these courts.

### **General Terms**

SkillPUSH may or may not act to enforce a breach of this Agreement. The inactivity of SkillPUSH does not mean SkillPUSH has waived its right to enforce this Agreement.

You may not assign or transfer this Agreement (or your membership or use of Services) to anyone without the written consent of SkillPUSH. However, you agree that SkillPUSH may assign this Agreement to its affiliates or a party that buys it without your consent.

There are no third party beneficiaries to this Agreement.

We reserve the right to change the terms of this Agreement and will provide you notice if we do and we agree that changes cannot be retroactive. If you don't agree to these changes, you must stop using the Services.

You agree that to provide us legal notice at the addresses provided in this Agreement (Contact Us)

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## SkillPUSH Ethics & Protocol

### **You will:**

- Comply with all applicable local, state, federal and international laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements.
- Provide accurate and complete information and keep it updated
- Use your real name on your profile;
- Use the Services in a manner not intended in the “Mission Statement / Purpose”.

### **You will not:**

- Act dishonestly or unprofessionally, including by posting inappropriate, inaccurate, or objectionable content;
- Add content that is not intended for, or inaccurate for, a designated field (e.g. submitting a telephone number in the “title” or any other field, or including telephone numbers, email addresses, street addresses or any personally identifiable information for which there is not a field provided by SkillPUSH);
- Use an image that is not your likeness or a head-shot photo for your profile;
- Create an or false identity(ies) or pseudonym on SkillPUSH;
- Misrepresent your current or previous job history and/or skill set qualifications;
- Misrepresent your affiliations with a person, company or entity, past or present;
- Create a Member profile for anyone other than yourself (a real person);
- Invite people you do not know to join your network;
- Use or attempt to use another's account;
- Harass, abuse or harm another person;
- Send spam or other unwelcomed communications to others;
- Use or attempt to use the Service for illegal activities;
- Scrape or copy profiles and information of others through any means (including crawlers, browser plugins and add-ons, and any other technology or manual work);
- Act in an unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable manner;
- Disclose information that you do not have the right to disclose (such as confidential information of others (including your employer));
- Use SkillPUSH connections to send messages to people who don't know you or who are unlikely to recognize you as a known contact;
- Post any unsolicited or unauthorized advertising, junk mail, spam, or any other form of solicitation not authorized by SkillPUSH;
- Send messages to contact distribution lists
- Post anything that contains or directs users to malware software, viruses, worms, or any other harmful code;
- Manipulate identifiers in order to disguise the origin of any message or post transmitted through the Services;
- Deep-link to our Services for any purpose other than to promote your profile on SkillPUSH without SkillPUSH's consent;
- Violate intellectual property rights of others, including patents, trademarks, trade secrets, copyrights or other proprietary rights;

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- Violate the intellectual property or other rights of SkillPUSH, including, without limitation, using the word “SkillPUSH” or our logos in any business name, email, or URL except as approved by SkillPUSH
- Create profiles or provide content that promotes, dating, escort services or prostitution.
- Create profiles or provide content that promotes, terrorism, hate groups, bullying or other socially unacceptable behavior.
- Creating or operate any financial services, pyramid scheme, fraud or other similar practice;
- Copy or use the information, content or data of others available on the Services
- Copy or use the information, content or data on SkillPUSH in connection with a competitive service (as determined by SkillPUSH);
- Copy, modify or create derivative works of SkillPUSH, the Services or any related technology (except as expressly authorized by SkillPUSH);
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology, or any part thereof;
- Imply or state that you are affiliated with or endorsed by SkillPUSH without our express consent
- Rent, lease, loan, trade, sell/re-sell access to the Services or related any information or data;
- Sell, sponsor, or otherwise monetize a SkillPUSH feature of the Services, without SkillPUSH's consent;
- Remove any copyright, trademark or other proprietary rights notices contained in or on our Service;
- Remove, cover or obscure any advertisement included on the Services;
- Collect, use, copy, or transfer any information obtained from SkillPUSH without the consent of SkillPUSH;
- Share or disclose information of others users without their express consent;
- Use manual or automated software, devices, scripts robots, other means or processes to access, “scrape,” “crawl” or “spider” the Services or any related data or information;
- Use bots or other automated methods to access the Services, add or download contacts, send or redirect messages;
- Monitor the Services' availability, performance or functionality for any competitive purpose;
- Engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the Services;
- Access the Services except through the interfaces expressly provided by SkillPUSH, such as its mobile applications, SkillPUSH.com;
- Override any security feature of the Services;
- Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms);

## **Complaints Concerns and Notices Regarding Content**

SkillPUSH respects the intellectual property rights of others. We require that information posted by Members be accurate and not in violation of the intellectual property rights or other rights of third parties.

SkillPUSH requests notification of any concerns for content.

## **How To Contact Us**

### **ONLINE:**

<https://SkillPUSH.com/help/SkillPUSH>

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~or~

[admin@skillpush.com](mailto:admin@skillpush.com)

**BY MAIL**

SkillPUSH LLC c/o IS&T Consulting Group LLC

Attn: CEO

1000 N Post Oak Rd

Suite 200

Houston, Texas 77055

USA

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