

## TERMS AND CONDITIONS OF USE

These Terms of Use (the “Terms of Use”) govern the company, organization or person (“Employer”) receiving access to the Vets2Set Veteran Database (the “Database”). The Database is the property of Vets2Set, Inc. (“Vets2Set”), and the Database has been established and maintained to assist employers in identifying military veteran candidates for multimedia production employment opportunities (the “Purpose”). BY CREATING A USER ACCOUNT OR USING THE DATABASE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE VETS2SET WEBSITE AND/OR THE DATABASE.

These Terms of Use are between Employer and Vets2Set. Vets2Set reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use at any time by providing emailed notice of such changes or noting such changes on the Vets2Set website. It is Employer’s responsibility to check these Terms of Use periodically for changes. Employer’s continued use of the Database following the posting of such changes will constitute Employer’s acceptance and agreement to such changes. Hereinafter, Vets2Set or Employer may be referred to as a “Party” and together as the “Parties.”

1. **Vets2Set Role Limited to Referral Service.** The Parties understand and agree that Vets2Set is strictly a referral source and that Employer is solely responsible for the selection and subsequent employment of any candidate. These Terms of Use are between Vets2Set and Employer only. No candidate is a party to these Terms of Use, nor is Vets2Set a party to any agreement between Employer and any candidate.
2. **Candidate Information.** Vets2Set verifies military status by requesting applicable documentation of military service from candidates. Vets2Set does not have any other obligation to screen any candidate information (including, without limitation, any claimed skills), assumes no responsibility, and disclaims all liability, for the content, accuracy, completeness, legality, and reliability of all Candidate Information. It is Employer’s responsibility to confirm and verify all identities, references, work and criminal histories, backgrounds, and all other information (together “Candidate Information”) obtained from the Database. Vets2Set provides access to its website and the Database without representation or warranty of any kind, whether express, implied, or statutory, as to the accuracy and completeness of such materials, documents, and other information. Candidate Information is created and provided by candidates over whom Vets2Set exercises no control.
3. **Employer.** When a candidate is hired from the Database, Employer is solely responsible for all compensation, benefits, insurance, payroll taxes (including applicable federal, state and municipal withholdings), and all other responsibilities pertaining to the employment of the candidate under state, federal, and local law. Vets2Set shall have no responsibility, obligation, or liability with respect to the subsequent employment of a candidate by Employer.
4. **Scope of Use.** Vets2Set retains all right, title and interest in and to the Database including all intellectual property rights adhering thereto, and except for those rights expressly granted to Employer herein, no proprietary rights or licenses are granted to Employer, by implication or otherwise. Employer is not permitted to use the Database or its contents for any purpose other than the Purpose. Access to the Database is granted exclusively for internal hiring purposes at Employer’s own organization (or, if Employer is an agency, for its production clients). Employer agrees to preserve in confidence and not share with any third parties the Database and the candidate information contained therein, except that Employer provide access to agencies working on behalf

of Employer and to governmental or regulatory agencies, as required by law, or pursuant to a valid court order.

5. **Compliance with Law.** Employer agrees to comply with all state, federal and local laws and regulations with respect to all employment practices and policies, including, without limitation, those relating to hiring, training, promotions, transfers, rates of pay, layoff, collective bargaining and all forms of compensation. Employer agrees to provide equal employment opportunity for all candidates regardless of race, religion, color, sex, gender identity or expression, sexual orientation, pregnancy, age, national origin, ancestry, disability, military/veteran status, genetic information, marital status, ethnicity, alienage or any other protected classification, in accordance with applicable federal, state, and local law.
6. **Limitation of Liability.** **REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS ITS ESSENTIAL PURPOSE, VETS2SET SHALL NEVER BE LIABLE TO OR THROUGH EMPLOYER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSS, DAMAGE OR EXPENSE INCLUDING; LOSS OF ACTUAL OR ANTICIPATED PROFITS OR LOSS OF USE, EVEN IF VETS2SET HAS BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSS, DAMAGE OR EXPENSE; LOSS OF BUSINESS OR BUSINESS REVENUE; OR LOSS OF OPPORTUNITY OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH THE DATABASE, ANY ACT OR OMISSION OF VETS2SET RELATING THERETO, OR EMPLOYER'S USE OF OR INABILITY TO USE THE VETS2SET WEBSITE OR THE DATABASE, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER. IN ANY EVENT, VETS2SET'S TOTAL CUMULATIVE LIABILITY FOR ALL CLAIMS OR ACTIONS OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING CLAIMS OR ACTIONS BASED IN TORT, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY, SHALL BE LIMITED TO \$10.**
7. **Indemnification.** Employer will defend, indemnify, and hold harmless Vets2Set and its subsidiaries, affiliates, directors, officers, employees, agents, successors, and assigns from and against any and all losses, costs, expenses, claims, actions, and liabilities, including court costs and legal fees, incurred in defending against any claim in connection with Employer's employment or potential employment of a candidate. This includes, without limitation, if the candidate directly or indirectly causes or contributes to any personal or property damage, injury, loss or expense while in the employment of Employer.
8. **Database Access.** To the extent an individual authorized on behalf of Employer (each a "Registered User") creates or is provided a user name and password to access the Database, such Registered User may not share his or her login information with any person or third party, authorize any person or other third party to use such login or password or impersonate another person in their registration information. Failure to comply with the foregoing shall constitute a breach of these Terms of Use, which may result in immediate termination of the Registered User's and/or Employer's account. Registered Users are responsible for all usage or activity on their account, including maintaining the confidentiality of their passwords. Employer is responsible for all usage or activity of each Registered User. Employer or Registered User shall immediately notify Vets2Set of any known or suspected unauthorized use(s) of their account or any known or suspected breach of security. Any failure to abide by these registration and security requirements or fraudulent, abusive, or otherwise illegal activity may be grounds for termination of the Registered User and/or Employer's account, at Vets2Set's sole discretion.

9. **Equitable Relief.** Employer acknowledges and agrees that Vets2Set will suffer irreparable injury in the event of a breach of the obligations contained in these Terms of Use related to the access and use of the Database. Therefore, Vets2Set will be entitled to seek injunctive relief by a court of competent jurisdiction to prohibit any such violation or breach. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.
10. **Governing Law; Venue.** These Terms of Use, and any disputes arising therefrom, shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than Florida. In any dispute concerning any provision of this Terms of Use, the Parties further consent to the exclusive jurisdiction of the courts of the State of Florida and agree to litigate said dispute in Palm Beach County.
11. **Severability.** If any provision of these Terms of Use is determined by any court or governmental authority to be unenforceable, the Parties intend that Terms of Use be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.
12. **Entire Agreement.** These Terms of Use constitute the complete and final agreement of the Parties pertaining to the subject matter hereof and supersedes any prior agreements, understandings and discussions relating to the subject matter hereto.
13. **Binding Effect.** These Terms of Use shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and permitted assigns. Except as otherwise expressly provided in these Terms of Use, or by operation of law, neither these Terms of Use nor any of the rights, interests, or obligations hereunder may be assigned by Employer without the prior written consent of Vets2Set. Vets2Set may assign, transfer, or sell its rights under this Terms of Use, in its sole and absolute discretion, without the consent of Employer.
14. **No Third Party Beneficiaries.** Nothing in these Terms of Use shall be construed to the benefit of any third party unless expressly named herein and designated to inure to such party's benefit.