

## TERMS AND CONDITIONS OF USE

These Terms of Use (the “Terms of Use”) govern military veteran candidates’ (each a “Candidate”) use of the Vets2Set website and services (collectively, the “Database”). The Database is the property of Vets2Set, Inc. (“Vets2Set”), and the Database has been established and maintained to assist Candidates be identified for multimedia production employment opportunities (the “Purpose”) with outside entities and/or organizations (each an “Employer”, collectively “Employers”). BY CREATING A USER ACCOUNT AND/OR UPLOADING CANDIDATE INFORMATION TO BE INCLUDED IN THE DATABASE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE DATABASE.

These Terms of Use are between Candidate 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 Candidate’s responsibility to check these Terms of Use periodically for changes. Candidate’s continued use of the Database following the posting of such changes will constitute Candidate’s acceptance and agreement to such changes. Hereinafter, Vets2Set or Candidate 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 is not responsible for the selection and/or subsequent employment of Candidates. As described more fully below, Vets2Set is not an Employer as defined herein with respect to the Database, and makes no representations or assurances to Candidate about potential future employment with any Employer. These Terms of Use are between Vets2Set and Candidate only. Vets2Set is not a party to any agreement between Candidate and any Employer.

If Candidate is hired from the Database, the hiring Employer, not Vets2Set, 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 Candidate by an Employer or its affiliates. Vets2Set shall have no obligation to screen, monitor, review, or otherwise verify an Employer or any policies or practices thereof.

All Employers using the Database have agreed 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. All such Employers have also agreed to provide equal employment opportunity for any hired Candidate 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. Candidate acknowledges and agrees that Vets2Set is not an Employer as defined herein, and as such, has no responsibility or liability for, or control over, any decisions made or actions taken by an Employer.

2. **Candidate Information.** Vets2Set verifies military status by requesting applicable documentation of military service from Candidate. This documentation may include (1) DD 214 or DD 215, (2) NBG 22 or NGB 22A, and/or (3) a military ID card (copy). Candidate agrees to provide any such requested information and affirms that all information provided by Candidate throughout the

employment hiring process with any Employer process is true, accurate, and complete. Candidate understands that any false information or statements will result in immediate revocation of access to the Database, deletion of his/her Candidate Information, and may result in an Employer's revocation of an offer of employment or termination of Candidate's employment with an Employer.

3. **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 CANDIDATE 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, CANDIDATE'S SUBSEQUENT EMPLOYMENT BY AN EMPLOYER, CANDIDATE'S USE OF OR INABILITY TO USE THE VETS2SET 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.
4. **Class Action Waiver.** EXCEPT WHERE PROHIBITED, CANDIDATE AGREES THAT ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THESE TERMS OF USE OR THE DATABASE SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.
5. **Database Access.** Vets2Set retains all right, title and interest in and to the Database including all intellectual property rights adhering thereto. To the extent a Candidate creates or is provided a user name and password to access, modify, or upload information to the Database, Candidate is solely responsible for any use of such login credentials.
6. **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.
7. **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.
8. **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.

9. **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 Candidate 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 Candidate.
  
10. **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.