

EMPLOYER TERMS AND CONDITIONS OF USE

Updated: August 8, 2022

These Employer Terms and Conditions of Use (these “Terms of Use”) are entered into by and between Vets2Set, Inc., a Connecticut nonstock corporation (“Vets2Set®”), and the company, organization or person (“Employer”) accessing the Vets2Set® website and Veteran Database (collectively, the “Database”). These Terms of Use govern Employer’s access to and use of the Database. The Database is the property of Vets2Set® and has been established to assist employers in identifying military veteran candidates for multimedia production employment opportunities (the “Purpose”).

Please read these Terms of Use carefully before using the Database. BY CREATING A USER ACCOUNT OR USING THE DATABASE, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE DATABASE.

Vets2Set® reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use at any time by posting an updated version on the Vets2Set® website. It is Employer’s responsibility to check these Terms of Use periodically for changes, as they are binding on Employer. 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.** The Parties understand and agree 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. **Employer and Employer Information.** Employer acknowledges and agrees that it 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 any candidate under state, federal, and local law. Vets2Set® shall have no responsibility, obligation, or liability with respect to the employment of a candidate by Employer.

Employer agrees that any information it posts to the Database will be considered non-confidential and non-proprietary. By providing such information for the Database, Employer grants Vets2Set® and its licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material. If any information of Employer in the Database changes, Employer agrees to promptly notify Vets2Set® of such change.

All information Vets2Set® collects for the Database is subject to the Privacy Policy of

Vets2Set® [<https://vets2set.org/privacy-policy>] (the “Privacy Policy”). By using the Database, Employer consents to all actions taken by Vets2Set® with respect to Employer’s information in compliance with the Privacy Policy.

3. **Candidate Information.** Vets2Set® verifies military status by requesting certain documentation of military service from candidates. Employer acknowledges and agrees that Vets2Set® does not have any other obligation to screen any candidate information (including, without limitation, any claimed skills or a background check), and assumes no responsibility, and disclaims all liability, for the content, accuracy, completeness, legality, and reliability of all identities, references, work and criminal histories, backgrounds, and all other information regarding candidates (together “Candidate Information”). It is Employer’s responsibility to confirm and verify all Candidate Information obtained from the Database or otherwise. Employer acknowledges that Vets2Set® provides access to the Database without representation or warranty of any kind, whether express, implied, or statutory, as to the accuracy, completeness or usefulness of such materials, documents, and other information, and that Candidate Information is created and provided by candidates over whom Vets2Set® exercises no control.
4. **Scope of Use.** Employer agrees that the Database and its contents will be used by it and its directors, officers, employees, agents and other representatives, including independent contractors working on one or more productions (collectively, “Representatives”) solely for the Purpose. Employer agrees to, and shall cause its Representatives to, preserve in confidence and not share with any third parties (other than the Representatives) the Database and the Candidate Information contained therein; *provided*, that if Employer or any of its Representatives is requested or required in order to comply with any law, regulation or court order to disclose information from the Database, Employer or its Representatives, as applicable, will, where permitted under applicable law, provide Vets2Set® with prompt written notice of any such request and cooperate with Vets2Set® to minimize the scope of information required to be disclosed. Employer shall be responsible for any breach of these Terms of Use by its Representatives as if such Representatives were parties hereto.
5. **Intellectual Property Rights.** The Database and its contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Vets2Set®, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Employer agrees to not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Database. If Employer prints, copies, modifies, downloads, or otherwise uses or provides any other person with access to any part of the Database in breach of the Terms of Use, Employer’s right to use the Database will stop immediately and Employer must, at the option of Vets2Set®, return or destroy any copies of the materials Employer has made. No right, title, or interest in or to the Database or any content on the Database is transferred to Employer, and all rights not expressly granted are reserved by Vets2Set®. Any use of the Database not

expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

The Vets2Set® name and all related names, logos, product and service names, designs, and slogans are trademarks of Vets2Set®. Employer agrees not to use such marks without the prior written consent of Vets2Set®.

6. **Compliance with Law.** Employer agrees to comply with all international, federal, state, 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 international, federal, state, and local law.

Employer further agrees to not use the Database: (a) in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries); (b) to transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation; or (c) to engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Database, or which, as determined by Vets2Set®, may harm Vets2Set® or users of the Database, or expose them to liability.

In addition, Employer agrees not to: (i) use the Database in any manner that could disable, overburden, damage, or impair the Database or interfere with any other party’s use of the Database; (ii) use any robot, spider, or other automatic device, process, or means to access the Database for any purpose, including monitoring or copying any of the material on the Database; (iii) use any manual process to monitor or copy any of the material on the Database, or for any other purpose not expressly authorized in these Terms of Use; (iv) use any device, software, or routine that interferes with the proper working of the Database; (v) introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (vi) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Database, the server on which the Database is stored, or any server, computer, or database connected to the Database; or (vii) otherwise attempt to interfere with the proper working of the Database.

7. **Disclaimer of Warranties.** Employer understands that Vets2Set® cannot and does not guarantee or warrant that the Database will be free of viruses or other destructive code. Employer is responsible for implementing sufficient procedures and checkpoints to satisfy Employer’s particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the website of Vets2Set® for any reconstruction of any lost data. **TO THE FULLEST EXTENT PROVIDED BY LAW, VETS2SET® WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR**

OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT EMPLOYER'S COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO EMPLOYER'S USE OF THE DATABASE.

EMPLOYER'S USE OF THE DATABASE AND ITS CONTENT IS AT EMPLOYER'S OWN RISK. THE DATABASE AND ITS CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER VETS2SET® NOR ANY PERSON ASSOCIATED WITH VETS2SET® MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE DATABASE. WITHOUT LIMITING THE FOREGOING, NEITHER VETS2SET® NOR ANYONE ASSOCIATED WITH VETS2SET® REPRESENTS OR WARRANTS THAT THE DATABASE OR ITS CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE DATABASE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE DATABASE WILL OTHERWISE MEET EMPLOYER'S NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, VETS2SET® HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

- 8. Limitation of Liability.** TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL VETS2SET® OR ANY OF ITS SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") BE LIABLE FOR ANY LOSSES, DAMAGES OR EXPENSES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH (A) EMPLOYER'S USE, OR INABILITY TO USE, THE DATABASE, (B) ANY ACT OR OMISSION OF VETS2SET® RELATING THERETO, (C) ANY LOSS, DAMAGE OR EXPENSE CAUSED BY ANY CANDIDATE, OR (D) ANY OTHER CAUSE WHATSOEVER. IN ADDITION, IN NO EVENT SHALL ANY RELEASED PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSS, DAMAGE OR EXPENSE; LOSS OF ACTUAL OR ANTICIPATED PROFITS OR LOSS OF USE; LOSS OF BUSINESS OR BUSINESS REVENUE; OR LOSS OF OPPORTUNITY OR GOODWILL, EVEN IF SUCH RELEASED PARTY HAD BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSS, DAMAGE OR EXPENSE.
- 9. Indemnification.** Employer agrees to defend, indemnify, and hold harmless Vets2Set® and the Released Parties 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

arising out of or related to (a) Employer's violation of these Terms of Use, (b) Employer's use of the Database, or (c) Employer's employment or potential employment of a candidate, including, without limitation, any direct or indirect personal or property damage, injury, loss or expense caused by a candidate to Employer or another party while in the employment of Employer.

10. **Database Access.** Employer shall not share its user name and password with third parties (other than Representatives). Employer shall immediately notify Vets2Set® of any known or suspected unauthorized use(s) of its 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 Employer's account, in the sole discretion of Vets2Set®.

Vets2Set® reserves the right to withdraw or amend the Database, and any service or material on the Database, in its sole discretion without notice. Vets2Set® will not be liable if for any reason all or any part of the Database is unavailable at any time or for any period. From time to time, Vets2Set® may restrict access to some parts of the Database, or the entire Database, to users.

Vets2Set® has the right to disable any user name, password, or other identifier, whether chosen by Employer or provided by Vets2Set®, at any time in its sole discretion for any or no reason, including if, in the opinion of Vets2Set®, Employer has violated any provision of these Terms of Use.

11. **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. Therefore, Vets2Set® will be entitled to seek injunctive relief by a court of competent jurisdiction to prohibit any such violation or breach or threatened violation or breach, without any requirement of posting a bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.
12. **Arbitration.** At the sole discretion of Vets2Set®, it may require Employer to submit any disputes arising from these Terms of Use or use of the Database, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Florida law.
13. **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 these 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.
14. **Severability.** If any provision of these Terms of Use is determined by any court or governmental authority to be unenforceable, the Parties intend that these 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.

15. **Entire Agreement.** These Terms of Use and the Privacy Policy 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.
16. **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 these Terms of Use, in its sole and absolute discretion, without the consent of Employer.
17. **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.