

# USER AGREEMENT

October 5

# 2012

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This document contains terms and conditions governing access to and use of services provided by intRvue, Inc. These terms and conditions, as they may be amended from time to time, form a binding agreement between you and intRvue, Inc. If you do not accept these terms and conditions or you do not comply with their provisions, you may not access or use the services.

intRvue, Inc.

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## 1. Introduction

IntRvue provides various online (websites and internet applications including but not limited to CareerFlair, SuccessStories101, and ChooseWiz) and traditional (training, coaching, etc) services ("Services") to help people capture, use, and present their content and information ("Content") to their network.

By accessing or using any of the Services you agree to the terms and conditions ("Terms and Conditions") in this document which may be amended from time to time at intRvue's discretion and without advance notice. You may review the most current version of this document online at intRvue.com.

If you do not accept these Terms and Conditions you may not access or use the Services.

## 2. Binding Agreement

You agree that by registering, accessing, or using our online Services or registering for and participating in offline Services (training, coaching, resume writing, etc.) you ("you", "your", or "user") are entering into a legally binding agreement ("Agreement") with IntRvue, Inc., a North Carolina corporation ("intRvue", "we", "us" and "our").

## 3. Eligibility

If you are under the age of 18 years old or the age of majority as that is defined in your jurisdiction, you may only use our Services under the supervision of your parent or legal guardian. You must be legally able to enter into this Agreement and fully comply with the Terms and Conditions to use the Services.

You must not be affiliated with a competitor of intRvue and you do not intend to use the Services in a way that would compete with intRvue.

You must not be located in a country that is embargoed by the United States and you do not intend to use the Services to share or exchange content and information with anyone in an embargoed country.

You must not be on the Denied Persons List (US Commerce Department), the Specially Designated Nationals (US Treasury Department) or any other restricted list as defined by any United States government office and you do not intend to use the Service to share or exchange content and information with a person or entity on such a list.

You must not be restricted by any law from using the Services and you do not intend to use the Services in any way that is illegal or that would cause someone else to use the Services illegally.

## 4. Your Rights

On the condition that you comply with all applicable laws and the Terms and Conditions of this Agreement, we grant you a limited, revocable, nonexclusive, non-assignable, non-sub-licensable right to access and use our Services.

## 5. Privacy

Your privacy is important to us. Our most current Privacy Policy describes how you can share your content and information with others and how we use and manage your content and information. Our Privacy Policy can be found online at [intRvue.com](http://intRvue.com) and is incorporated herein.

We reserve the right to share your content and information if compelled to do so by law. In the event that we must disclose your content or information to a legal authority, we may attempt to notify you of the release; however, we cannot guarantee such notification.

You agree to protect your account information and password. You agree to protect your highly sensitive personal identification information such as social security number, driver's license, employee ID, credit card numbers, or bank account numbers by **not** supplying that information through the Services, including to potential employers who may request such data.

## 6. Compliance with Law

You must comply with all applicable laws and the Terms and Conditions in this Agreement.

Nothing in this Agreement shall prevent us from complying with the law.

## 7. Export Control

IntRvue acts as a passive conduit for online distribution and presentation of user Content. We do not control nor have any obligation to screen Content or monitor the extent to which such Content is shared including but not limited to where the information is supplied or viewed. You are responsible for both the Content that you supply as well as the extent to which you share your information.

You consent to having your personal information and other Content transferred to and processed in the United States.

You agree to comply with United States Export Control laws and regulations while you use the Services and with Content which you supply to the Services. Your use of the Services or your Content may be subject to export or import regulations in other countries. You agree not to post content or information which should not be transmitted across country borders and you agree to control the settings in the Services to prevent transmission of such content and information.

## 8. Your Content and Information ("Content")

You own and are solely responsible for the content and information that you provide to intRvue. You control how Content is displayed on the Services and you control with whom you share your Content or URL links to your Content.

You represent and warrant that you have all applicable rights in the Content that you supply to intRvue. You grant intRvue a nonexclusive, irrevocable, worldwide, royalty-free license to reproduce, modify, distribute, publish, transmit, and make your Content available online through the Services. If you opt to have your Content viewable in the intRvue directory, you also grant us the same rights as above to use the Content to further our business goals, including but not limited to, allowing other intRvue users or perspective users to view your Content.

You permit users with view rights to your Content or to any person who has obtained a URL to your Content to display, view, store and reproduce the Content for personal use. IntRvue takes no responsibility for how viewers use your Content. It is your responsibility to use our Services in a way that minimizes risk of misuse of your content and information, particularly personally identifiable information. IntRvue's Services are meant to help you share your information with your network. However, you are providing your content and information at your own risk.

IntRvue's personnel and contractors will have view and access rights to your Content as appropriate to operate and maintain our Services including compliance with this Agreement. We retain the right, at our discretion, in good faith, to restrict access to some or all of your Content or to restrict your access and use of our Services entirely for noncompliance with any laws or this Agreement (also see Prohibited Actions).

If you cancel Service, we will remove your Content from our Services as soon as reasonably practical, at which time our rights in the Content will terminate. We have no control over or responsibility for any Content that may have been downloaded by viewers prior to the removal.

## 9. Prohibited Actions

The actions listed below are prohibited. Failure to adhere to these rules may result in denied access, restricted use of the Services, and/or civil and/or criminal legal actions against you. We reserve the right to determine, in our sole discretion, whether a rule has been broken and what if any action to take. We are not obligated to review content and information supplied by users of the Service and are not obligated to remove or restrict any such content or information. You are solely responsible for any legal consequences arising out of your improper access or use of the Service.

You must **NOT**:

- use the Services in an illegal manner or in a manner that would cause a viewer to use the Services in an illegal manner.

- share, exchange, or allow view access to anyone in an embargoed country or with a person or entity that is on the Denied Persons List (US Commerce Department), the Specially Designated Nationals (US Treasury Department) or any other restricted list as defined by any United States government office.
- send mass unwanted communications (such as spamming or chain emails)
- engage in multi-level marketing, franchise, or pyramid schemes
- collect, transfer, share or sell the content or information of other users of the Service, even where you have view rights to the content or information
- use another user's content or information which you have the right to view to threaten, blackmail, or otherwise persistently harass the user
- access, use, or modify an account belonging to someone else, except for resume writers who are explicitly granted permission by the owner and except for sponsoring (accounts being paid for by) organizations with view or add rights
- access the Service through automated means (such as robots, bots, harvesting, avatars, agents, spiders, scrapers)
- share your password or do anything else that would jeopardize your account or the Services
- have more than one account on the Service. You can create multiple websites and have multiple products using a single account. You are not allowed to create a new account if you currently have an account that is restricted.
- hack, probe, scan, test, attack, or otherwise take any action to gain unauthorized access to or to damage, modify, disrupt, or impair the Service or any content or information of ours or our users
- upload viruses or other malicious code
- embed or otherwise redirect a viewer to a malicious website or code that would cause harm to the viewer or the viewer's property
- forge headers to disguise the origin of the communication or view of information.
- establish a fake identity or otherwise mislead people
- portray an untruthful account of your education or experience
- infringe on anyone's intellectual property rights including but not limited to copyright, patents, trademarks, or trade secrets with the content and information you post on the Services

- post any hateful, threatening, libelous, violent, pornographic, or otherwise offensive Content
- post unprofessional or poor quality Content that would detract from the Services or the experience of other users or viewers
- redirect, link to, or promote illegal or otherwise unprofessional businesses or clubs that offer or promote such things as gambling, alcohol, drugs, pornography, prostitution, violence, terrorism, or racism
- post multimedia solely for the purpose of entertainment including but not limited to music, music videos, broadcasts, or movies. For clarity, you may post media that you own, or that you have appropriate rights to, which demonstrates your professional achievements and experience.
- enter your non-public personally identifiable information in fields not specifically designated for the information
- post non-public, personally identifiable information including but not limited to personal health information, identification numbers, or financial information of any person or entity.
- use the Services or any content or information available through the Service in a way that is competitive to IntRvue including but not limited to using content or information or supplying such content or information to competitors.
- state or imply that you are affiliated with or endorsed by IntRvue, if you are not employed by IntRvue
- sell, resell, rent, loan, reproduce, frame, embed, represent, or rebrand our Services or our user's content or information in any unauthorized way.

## 10. Infringement Policy

IntRvue respects the intellectual property rights of others and expects users of the Services to do the same. If you believe that your content or information has been infringed upon by a user of the Services, mail your complaint, as further described below, to:

intRvue, Inc.  
Attention: Legal - Infringement Policy  
PO Box 1007  
Denver, North Carolina, 28037

Your complaint must: 1) sufficiently describe the protected work and the claimed infringement; 2) provide sufficient information for us to locate the work which is claimed to infringe; 3) be signed by the copyright or patent owner; 4) include contact information including address, email, and phone number of the owner; 5) and include a statement that you believe the work is

being used in an unauthorized way and that the information you are providing, under penalty of perjury, is accurate and complete.

IntRvue does not monitor or control what content users supply on the Service; however, we reserve the right to remove alleged infringing works from the Services, at our discretion, and without prior notice. We may also terminate a user's account and restrict access for repeat offenders. IntRvue is not obligated to remove any user's content or information as a result of any claim of infringement. Any user-to-user disputes must be dealt with by the users involved without the involvement of intRvue whether intRvue opts, in good faith, to remove or restrict the work in question or not.

## **11. Indemnification**

If anyone brings a claim against us related to your actions, content, or information on the Services, you will indemnify and hold intRvue and all of our affiliates, employees, contractors, shareholders, directors, and officers harmless from and against all damage, losses, and expense of any kind, including legal fees and costs, related to the claim. IntRvue will provide notice to you of any such claim, suit, or proceeding.

Because user authentication on the internet is difficult, we do not confirm the identities of users or control any actions by users. You assume full responsibility and risk for your use of the Services, your use of the internet, and your interaction with other users of the Services online or offline. IntRvue does not and cannot be involved in user-to-user dealings or disputes. You release intRvue from all claims, demands, damages (actual, direct, indirect or consequential) of any kind whatsoever arising out of or in any way connected with such disputes.

## **12. Limit of Liability**

In no event shall IntRvue, its directors, officers, shareholders, affiliates, employees, or contractors be liable for any indirect or consequential damages including but not limited to lost wages, lost profit, damages resulting from data loss, damages from inability to use the Services, damage to goodwill, loss of economic advantage, or incidental damages whether based on warranty, contract, tort or any other legal theory, and whether or not intRvue is advised of the possibility of such damages.

IntRvue's maximum aggregate liability for all direct claims arising out of or relating to this Agreement, whether for breach or in tort, is limited to the price charged for 12 months of Service, up to a maximum of US \$200 or its local currency equivalent. These limits of liability apply to any claim made, for whatever reason, except claims for personal injury or death of a person as a result of negligence, or as prohibited by law.

## **13. IntRvue Intellectual Property**

Intellectual Property Rights (IPR) means all copyrights, trade secrets, trade dress, patents, patent applications, designs, methodologies, techniques, processes, tools, scripts, and other proprietary rights, including rights in inventions and discoveries. IntRvue owns all IPR relating to

our Services including but not limited to code, content, design, functionality, logos, and trademarks; but, excluding any user supplied Content. The Services are protected by copyright, trademark, and other laws of the United States and other countries.

You may use our Services as they have been designed to be used; but, you may not copy, reproduce, make derivative works of, reverse engineer, or otherwise obtain, use, represent, or reference our IPR without prior written authorization from the Chief Executive Officer of intRvue.

## 14. Feedback and Suggestions

We appreciate any feedback and suggestions you may have regarding our Services; however, if you provide any information to us, you agree to transfer any and all intellectual property rights in the information to us without any obligation to compensate you or others in any form whatsoever. All IPR relating to any improvement, enhancement, modification, or new Services offered by intRvue are owned exclusively by intRvue.

## 15. Payment and Refunds

During registration and upon adding a new service to your account you will be presented with pricing for the Services. You agree to the following payment and refund terms:

- Payment is due immediately upon billing and is in advance of Service.
- Recurring or invoiced payments are considered past due 7 calendar days past the date of invoice. Your Service may be restricted immediately upon your account becoming past due.
- If you sign-up for a recurring Service you will automatically be billed on a recurring basis using the information you supplied. It will be your responsibility to keep the information current.
- Recurring services automatically renew unless specifically stated otherwise. You are responsible for cancelling the Service prior to the renewal date if you so desire.
- Except for trial periods or other promotions, there will be no refunds.
- Individual users may cancel their Services online at any time. You will not receive any prorated amounts for Services already paid for. Service will remain active until the paid period expires. For example if you are on a monthly billing cycle you will not receive a refund for the duration of the current billing month; but, you will not receive any further billing for the cancelled Service.
- Invoiced Services may not be cancelled and are non-refundable.
- Payments received past 30 days from the due date are subject to late fees

- If your Service becomes restricted, you can reinstate your account by paying all back charges and any applicable late fees
- Accounts that become delinquent for a period of more the 6 months may be permanently deleted.
- IntRvue retains the right to modify pricing at anytime. Pricing will continue through the agreed term but may change at the point of renewal.
- Pricing is exclusive of any sales tax, duties, customs or other tax imposed by your jurisdiction. You are responsible for any applicable taxes.
- If you have questions regarding your billing or payments contact our customer support team.

IntRvue uses PayPal's payment services to process billings and payments. IntRvue does not store your credit card or bank account number in our website database.

## 16. Termination and Restriction

If you violate law or this Agreement, we reserve the right, at our sole discretion, in good faith, to terminate or restrict part or all of the Services immediately and without advance notice.

IntRvue is not responsible for monitoring, endorsing, or validating the Content you provide to the Services. Any delay to remove or restrict Content is not an endorsement or support of the Content. If a complaint is received regarding your Content, we may evaluate the situation and attempt to notify you to allow you to resolve the situation yourself; however, we are not obligated to do so.

You may cancel the Service online at any time. See our payment and refund policy contained herein.

IntRvue retains the right to modify or discontinue any or all of our Services at any time. IntRvue will provide notification to email addresses in our database in the event of significant modifications or discontinuance of a primary Service.

Upon termination obligations and restrictions that by their nature should carry on (including but not limited to sections 6, 7, 10, 11, 12, 13, 16, 17, and 18) will remain in effect.

## 17. Disclaimers

- You are responsible for obtaining, and the expense of, all equipment, hardware, software, or third party services (such as internet service provider) to enable you to access and use the Services.
- Our Services are designed to operate using widely available hardware and software components. We do not control the equipment, hardware, software, or service providers that viewers of the Services, and more specifically of your Content, use.

Therefore, we do not guarantee that the Services or any part of the Content on the Service will be accessible or viewable.

- In order to maintain an effective experience for all users, we reserve the right to limit the amount of content and information you may supply in any given period.
- We make no warranty that the Services will meet your requirements, yield any benefits, or be available on an uninterrupted, secure, or error-free basis. Use of the Services are at your own risk and "AS IS" without any express or implied warranties, including but not limited to, implied warranty of merchantability, fit for purpose, or non-infringement.
- If you are a California resident you waive California Civil Code 1542, which says: " A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known to him or her must have materially affected his or her settlement with the debtor."
- IntRvue does not represent or guarantee the truthfulness, accuracy, or reliability of user Content. You acknowledge that any reliance on Content provided by users of the Service is at your own risk.
- IntRvue takes no responsibility for how viewers of your content and information use or act on your content or information. You acknowledge your submission of your content and information is voluntary.
- IntRvue strives to provide new features and modifications to our Services and as such we reserve the right to temporarily restrict access or suspend service to perform updates and maintenance.
- From time to time intRvue may introduce new features and functionality in a testing (alpha or beta testing) mode. Use of alpha or beta Services is at your own risk, and you understand that those Services may be substantially modified or discontinued at any time. Additionally, there is no guarantee of data retention during or after the use of such Services.
- IntRvue may provide links or embedded content to or from other sites or reference other third party services. These links and references are being provided for convenience only and IntRvue does not endorse or guarantee any information or services provided by the links or third parties. If you use the links or third party services, you do so at your own risk.
- IntRvue cannot guarantee and does not promise any specific results from the use of the Service. No advice, whether written or oral, obtained as part of any Service creates any warranty whatsoever.

## 18. General Terms

**i) Language**

This Agreement was written in English (US).

**ii) Choice of Law**

This Agreement will be governed by the laws of the State of North Carolina, excluding its conflict of laws rules. Any litigation arising out of or relating to this Agreement will be in the state or federal courts located in Mecklenburg County, North Carolina, and you agree to the jurisdiction and venue of those courts.

**iii) Severability**

If any portion of this Agreement is found by a court of competent jurisdiction to be unenforceable, the remaining portions will remain in full force and effect.

**iv) Notices**

IntRvue may update this Agreement from time to time and will post it to the intRvue.com website at which time it becomes effective. IntRvue may attempt to notify all users using information (email) in our database; however, no advance notice of a revision is required. You are responsible for monitoring revisions to this Agreement and if at any time you do not agree or cannot comply with this Agreement, you may discontinue access and use of the Services.

If you believe that any part of this Agreement is invalid per mandatory law, you agree to provide a detailed and written description of such a discrepancy at least 30 days in advance of your taking any action contrary to the Agreement. Your notice should be mailed to the following address:

intRvue, Inc.  
Attention: Legal - User Agreement  
PO Box 1007  
Denver, North Carolina 28037

As part of providing the Services, we may send you messages including but not limited to updates to the Services, announcement of maintenance periods, or announcements of changes to our Agreement or other policies. Messages may be sent to you using your contact information included in our database such as your email address. These messages are considered part of the Service and you may not be able to opt out of such messages.

**v) Entire Agreement**

This Agreement makes up the entire agreement between you and intRvue relating to the subject matter herein. This Agreement takes the place of all prior spoken or written communications about this Agreement.

**vi) No Waivers**

If we fail to enforce any portion of this Agreement, it does not constitute a waiver of our right to enforce that portion or any other portion of the Agreement at any time.

**vii) Assignment**

You may not transfer your rights or obligations under this Agreement. This Agreement does not confer any third party beneficiary rights.

IntRvue may assign its rights and responsibilities under this agreement to accept payment, or in the event of a merger, acquisition, sale, or operation of law.