

TERMS OF AGREEMENT

This Agreement is entered upon the date of signing by and between the service provider and the user following the Terms used - hereinafter called ("Terms") on the basis of which you ("You") the User of the service can use the Job Portal – "The Spectrum Careers" hereinafter called ("TSC") as the free services provided by Rangam Consultants Inc. hereinafter called ("RCI") as follows:

The Terms will constitute a binding agreement between the user - You and Rangam Consultants Inc. for using its Job Portal – TSC operating through the Web site www.thespectrumcareers.com and are irrevocably accepted by You each time that You use or access the TSC Sites and/or its Services. If You do not happen to accept the Terms stated herein, please do not use TSC Sites and the RCI's Services.

Understanding the rights and responsibilities stated herein under the provision of this agreement:

1. User's Criteria

Users must be 13 years of age or older to visit or use RCI's Sites particularly to use the Job Portals in any manner. If under the age of 18 or the age of majority specially on Autism Spectrum as that is defined, should use RCI/TSC Job Sites under the supervision of a parent, legal guardian, or other responsible adult.

2. Restriction

Users may not use the RCI Contents or Profiles to determine a consumer's eligibility for: credit or insurance for personal, family, or household purposes, employment, or for a government license or any other benefit.

3. Violation

Users who violate these Terms may have their access and use of the TSC Sites suspended or terminated, entirely at RCI's discretion if not remedied immediately to the satisfaction of RCI.

4. Privacy

Personal information must be protected by not providing social security, credit card or bank account numbers to prospective employers, except only the social security number in case you are to be positively hired and are required for background check etc.

TSC's website will provide all relevant questionnaire to be filled in while using this Job Portal allowing Users to create individual profiles, which may include personal information ("Profiles"), and to make these Profiles, or also to provide access to the prospective employers. In addition, RCI may collect information about You the User from publicly-available websites and may use this information to create a Profile or append it to an existing Profile. The RCI's Services through TSC Portal are defined as the applications and services offered by RCI, including an on-line service to post and search employment opportunities and including any application accessed through the Facebook Platform and/or any mobile or other interface that allows You the Users to access such application (collectively as "RCI's Services"). RCI reserves the right to revise these Terms at any time by posting an updated version to TSC's Web page. Users are advised to keep visiting this page periodically to review the most current Terms revised time to time depending upon the current situation, because they are binding on them.

5. Use of RCI Content

RCI authorizes Users, subject to these Terms, to access and use the TSC Sites and the RCI Content (as defined below) and to download and print a single copy of the content available on or from the RCI Sites solely for the Users personal or non-commercial use only. It may please be noted that the contents of the RCI/TSC Sites, such as designs, text, graphics, images, video, information, logos, button icons, software, audio files and any other contents (collectively, "RCI/TSC Contents"), are protected under copyright, trademark and other laws. All RCI/TSC Contents are the property of RCI or its licensors. The compilation (meaning the collection, arrangement and assembly) of all content on the RCI Sites are the exclusive property of RCI and are protected by copyright, trademark, and other laws. Unauthorized use of the RCI/TSC Content may violate these laws and/or applicable communications, regulations and statutes etc. are strictly prohibited. Users must preserve all copyright, trademark, service mark and other proprietary notices contained in the original RCI Content on any authorized copy the Users make of the RCI/TSC Content. Any code that RCI creates to generate or display any RCI Content or the pages making up any RCI Site is also protected by RCI's copyright and You as the Users may not copy or adapt such code. You as the Users agree not to sell or modify the RCI/TSC Content or reproduce, display, publicly perform, distribute, or otherwise use the RCI/TSC Contents in any way for any public or commercial purpose, in connection with products or services that are not those of the RCI/TSC Sites, in any other manner that is likely to cause confusion among consumers, that disparages or discredits RCI/TSC or its licensors, that dilutes the strength of RCI's or its licensor's property, or that otherwise infringes RCI's or its licensor's intellectual property rights. You as the User further agree to in no other way misuse RCI/TSC Contents. The use of the RCI/TSC Contents on any other application, web site or in a networked computer environment for any purpose are prohibited. Any code that RCI creates to generate or display any RCI Content or the pages making up any Application or Service is also protected by RCI/TSC's copyright and You as User may not copy or adapt such code.

6. Use of RCI Services

The job posting, resume database ("RCI's Resume Database") and other features of the RCI/TSC Sites may be used only by individuals seeking employment and/or career information and by employers seeking employees. In addition, RCI Networking and Profiles may be used by individuals for permitted professional and personal networking purposes. Your use of the RCI Services is also subject to any other contracts You may have with RCI. In the case of any conflict between these Terms and any contract You have with RCI, the terms of your contract will prevail. The term "job posting" as used herein shall mean information that You submit, publish or display on a RCI Site or on its job portal - TSC .

7. Confidentiality

You are responsible for maintaining the confidentiality of your Account, Profile and Passwords, as applicable. You should not share your password or other account access information with any other party, temporarily or permanently, and You shall be responsible for all uses of your RCI's Site registrations and passwords, whether or not authorized by You. You agree to immediately notify RCI of any unauthorized use of your Account, Profile, or Passwords.

8. All RCI Users - agree not to:

(a) transmit, post, distribute, store or destroy material, including without limitation RCI Content, in violation of any applicable law or regulation, including but not limited to laws or regulations governing the collection, processing, or transfer of personal information, or in breach of RCI's privacy policy;

(b) take any action that imposes an unreasonable or disproportionately large load on any RCI Site's infrastructure;

(c) use any device to navigate or search any RCI Site other than the tools available on the Site, generally available third party web browsers, or other tools approved by RCI;

(d) use any data mining, robots or similar data gathering or extraction methods;

(e) violate or attempt to violate the security of any RCI Site including attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;

(f) forge any OTHER packet header or any part of the header information in any e-mail or newsgroup posting;

(g) reverse engineer or decompile any parts of any RCI Site;

(h) aggregate, copy or duplicate in any manner any of the RCI Content or information available from any RCI Site, including expired job postings, other than as permitted by these Terms;

(i) frame or link to any RCI Content or information available from any RCI Site, unless permitted by these Terms;

(j) post any content or material that promotes or endorses false or misleading information or illegal activities, or endorses or provides instructional information about illegal activities or other activities prohibited by these Terms, such as making or buying illegal weapons, violating someone's privacy, providing or creating computer viruses or pirating media;

(k) post any resume or Profile or apply for any job on behalf of another party;

(l) defer any contact from an employer to any agent, agency, or other third party;

(m) set more than one copy of the same resume to public at any one time;

(n) share with a third party any login credentials to any RCI Site;

(o) access data not intended for You or logging into a server or account which You are not authorized to access;

(p) post or submit to RCI/TSC Site any incomplete, false or inaccurate biographical information or information which is not yours own;

(q) post content that contains restricted or password-only access pages, or hidden pages or images;

(r) solicit passwords or personally identifiable information from other Users;

(s) delete or alter any material posted by any other person or entity;

(t) harass, incite harassment or advocate harassment of any group, company, or individual;

(u) send unsolicited mail or email, make unsolicited phone calls or send unsolicited faxes promoting and/or advertising products or services to any User, or contact any users that have specifically requested not to be contacted by You the User;

(v) attempt to interfere with service to any User, host or network, including, without limitation, via means of submitting a virus to any RCI Site, overloading, "flooding", "spamming", "mail bombing" or "crashing";

(w) promote or endorse an illegal or unauthorized copy of another person's copyrighted work, such by as providing or making available pirated computer programs or links to them, providing or making available information to circumvent manufacture-installed copy-protect devices, or providing or making available pirated music or other media or links to pirated music or other media files; or

(x) use the RCI Services for any unlawful purpose or any illegal activity, or post or submit any content, resume, or job posting that is defamatory, libelous, implicitly or explicitly offensive, vulgar, obscene, threatening, abusive, hateful, racist, discriminatory, of a menacing character or likely to cause annoyance, inconvenience, embarrassment, anxiety or could cause harassment to any person or include any links to pornographic, indecent or sexually explicit material of any kind, as determined by RCI's discretion.

NOTE: Violations of system or network security may result in civil and/or criminal liability. RCI will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

9. Terms Applicable to Employers.

Employers are solely responsible for their postings on RCI Sites. RCI is not to be considered to be an employer with respect to your use of any RCI Site and RCI shall not be responsible for any employment decisions, for whatever reasons, made by any entity posting jobs on any RCI Site.

You as the User understand and acknowledge that if You cancel your employer account or your employer account is terminated, all Your account information from RCI, including saved resumes, network contacts, and email mailing lists, will be marked as deleted in and may be deleted from RCI's databases. Information may continue to be available for some period of time because of delays in such deletion through RCI's web servers.

In order to protect our RCI Users from commercial advertising or solicitation, RCI reserves the right to restrict the number of e-mails which an employer may send to Users to a number which RCI may deem appropriate in its sole discretion. You shall use the RCI Networking and Profiles in accordance with all applicable privacy and data protection laws.

10. Resume Database

A. Use of the RCI Resume Database by Employers:

You can use the RCI Resume Database as provided in these Terms and in any contract You have with RCI. You should use the RCI Resume Database in accordance with all applicable privacy and data protection laws, and You agree You shall not further disclose any of the data from RCI Resume Database to any third party, unless You are an authorized recruitment agency, staffing agency, advertising or other agency or using the resume explicitly for employment purposes only.

You should take appropriate physical, technical, and administrative measures to protect the data You have obtained from RCI Resume Database from loss, misuse, unauthorized access, disclosure, alteration or destruction. You are not supposed to share Resume Database seat-based license login credentials with any other party, nor the Resume Database pay-per-view license login credentials with any other party.

B. The RCI Resume Database not to be used:

(i) for any purpose other than as an employer seeking employees, including but not limited to advertising, promotions, products, or services to any resume holders;

(ii) to make unsolicited phone calls or faxes or send unsolicited mail, email, or newsletters to resume holders or to contact any individual unless they have agreed to be contacted (where consent is required or, if express consent is not required, who has not informed You that they do not want to be contacted);

(iii) to source candidates or to contact job seekers or resume holders in regards to career fairs and business opportunities prohibited by Section 3.

Note: To ensure a safe and effective experience for all of our customers, RCI reserves the right to limit the amount of data (including resume views) that may be accessed by You in any given time period. These limits may be amended in RCI's sole discretion from time to time.

11. Job postings

A. Job posting may not contain:

(a) any hyperlinks, other than those specifically authorized by RCI;

(b) misleading, unreadable, or "hidden" keywords, repeated keywords or keywords that are irrelevant to the job opportunity being presented, as determined in RCI's reasonable discretion;

(c) the names, logos or trademarks of unaffiliated companies other than those of your customer save where expressly agreed by RCI;

(d) the names of colleges, cities, states, towns or countries that are unrelated to the posting;

- (e) more than one job or job description, more than one location, or more than one job category, unless the product so allows;
- (f) inaccurate, false, or misleading information; and
- (g) material or links to material that exploits people in a sexual, violent or other manner, or solicits personal information from anyone under 18.

B. Not to use Your RCI job posting, RCI Networking, or Profiles to:

- (a) post jobs in a manner that does not comply with applicable local, national and international laws, including but not limited to laws relating to labor and employment, equal employment opportunity and employment eligibility requirements, data privacy, data access and use, and intellectual property;
- (b) post jobs that require citizenship of any particular country or lawful permanent residence in a country as a condition of employment, unless otherwise required in order to comply with law, regulations, executive order, or federal, state or local government contract;
- (c) post jobs that include any screening requirement or criterion in connection with a job posting where such requirement or criterion is not an actual and legal requirement of the posted job;
- (d) with respect to Profiles, determine a consumer's eligibility for:
 - (i) credit or insurance for person, family, or household purposes;
 - (ii) employment; or
 - (iii) a government license of benefit.
- (e) post jobs or other advertisements for competitors of RCI or post jobs or other content that contains links to any site competitive with RCI;
- (f) sell, promote or advertise products or services;
- (g) post any franchise, pyramid scheme, "club membership", distributorship, multi-level marketing opportunity, or sales representative agency arrangement;
- (h) post any business opportunity that requires an up-front or periodic payment or requires recruitment of other members, sub-distributors or sub-agents;
- (i) post any business opportunity that pays commission only unless the posting clearly states that the available job pays commission only and clearly describes the product or service that the job seeker would be selling;
- (j) promote any opportunity that does not represent bona fide employment which is generally indicated by the employer's use of IRS forms W-2 or 1099;
- (k) post jobs on any RCI Site for modeling, acting, talent or entertainment agencies or talent scouting positions;
- (l) advertise sexual services or seek employees for jobs of a sexual nature;
- (m) request the use of human body parts or the donation of human parts, including, without limitation, reproductive services such as egg donation and surrogacy;
- (n) endorse a particular political party, political agenda, political position or issue;
- (o) promote a particular religion;
- (p) post jobs located in countries subject to economic sanctions of the United States Government; and
- (q) except where allowed by applicable law, post jobs which require the applicant to provide information relating to his/her
 - (i) racial or ethnic origin
 - (ii) political beliefs
 - (iii) philosophical or religious beliefs
 - (iv) membership of a trade union
 - (v) physical or mental health
 - (vi) sexual life
 - (vii) the commission of criminal offences or proceedings or
 - (viii) age.

Note: RCI reserves the right to remove any job posting or content from any RCI Site, which in the reasonable exercise of RCI's discretion, does not comply with the above Terms, or if any content is posted that RCI believes is not in the best interest of RCI. If at any time during Your use of the RCI Services, You made a misrepresentation of fact to RCI or otherwise misled RCI in regards to the nature of Your business activities, RCI will have grounds to terminate Your use of the RCI Services.

12. Terms applicable to Registration by the Job Seekers.

When You register with any RCI Site, You will be asked to create an account and provide RCI with certain information including, without limitation, a valid email address (Your "Information").

Any Profile You submit must be accurate and describe You, an individual person.

You acknowledge and agree that You are solely responsible for the form, content and accuracy of any resume or material contained therein placed by You on the RCI/TSC Sites.

RCI reserves the right to offer third party services and products to You based on the preferences that You identify in Your registration and at any time thereafter or You have agreed to receive, such offers may be made by RCI or by third parties. Please see RCI's Privacy Clause, for further details regarding Your Information.

You understand and acknowledge that You have no ownership rights in Your account and that if You cancel Your RCI account or Your RCI account is terminated, all Your account information from RCI, including resumes, Profiles, cover letters, saved jobs, questionnaires will be marked as deleted in and may be deleted from RCI's databases and will be removed from any public area of the RCI Sites. Information may continue to be available for some period of time because of delays in such deletion through RCI's web servers. However, RCI reserves the right to delete Your account and all of Your Information after a significant duration of inactivity.

Nevertheless, third parties may retain saved copies of Your Information beyond RCI's control.

13. User Contents and Submissions.

You understand that all information, data, text, software, music, sound, photographs, graphics, video, advertisements, messages or other materials submitted, posted or displayed by You on or through a RCI Site ("User Content") is the sole responsibility of the person from which such User Content originated. RCI claims no ownership or control over any User Content. You or a third party licensor, as appropriate, retain all patent, trademark and copyright to any User Content You submit, post or display on or through RCI Portals and You are responsible for protecting those rights, as appropriate. By submitting, posting or displaying User Content on or through RCI, You grant RCI a worldwide, non-exclusive, royalty-free, transferable, sub-licensable license to use, reproduce, adapt, distribute and publish such User Content through RCI. By submitting, posting or displaying User Content which is intended to be available to the general public, You grant RCI a worldwide, non-exclusive, royalty-free license to reproduce, adapt, distribute and publish such User Content for the purpose of promoting RCI and its services. RCI will discontinue this licensed use within a commercially reasonable period after such User Content is removed from RCI. RCI reserves the right to refuse to accept, post, display or transmit any User Content in its sole discretion.

You also represent and warrant that You have the right to grant, or that the holder of any rights, including moral rights in such content has completely and effectively waived all such rights and validly and irrevocably granted to You the right to grant, the license stated above. If You post User Content in any public area of any RCI Site, You also permit any User to access, display, view, store and reproduce such User Content for personal use. Subject to the foregoing, the owner of such User Content placed on any RCI Site retains any and all rights that may exist in such User Content. RCI may review and remove any User Content that, in its sole judgment, violates these Terms, violates applicable laws, rules or regulations, is abusive, disruptive, offensive or illegal, or violates the rights of, or harms or threatens the safety of, Users of any RCI Site. Thus RCI reserves the right to expel Users and prevent their further access to the RCI Sites and/or use of RCI Services for violating the Terms or applicable laws, rules or regulations. RCI may take any action with respect to User Content that it deems necessary or appropriate in its sole discretion if it believes that such User Content could create liability for RCI, damage RCI's brand or public image, or cause RCI to lose Users or (in whole or in part) its services or services of its other subsidiaries or Portals etc.

RCI does not represent or guarantee the truthfulness, accuracy, or reliability of User Content, derivative works from User Content, or any other communications posted by Users nor does RCI endorse any opinions expressed by Users. You acknowledge that any reliance on material posted by other Users will be at Your own risk.

The following is a list of User Content but not limited to, that are prohibited on the Application:

- is implicitly or explicitly offensive, such as User Content that engages in, endorses or promotes racism, bigotry, discrimination, hatred or physical harm of any kind against any group or individual;
- harasses, incites harassment or advocates harassment of any group or individual;
- involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing, "spamming" or "phishing";
- promotes or endorses false or misleading information or illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- promotes or endorses an illegal or unauthorized copy of another person's copyrighted work, such as providing or making available pirated computer programs or links to them, providing or making available information to circumvent manufacture-installed copy-protect devices, or providing or making available pirated music or other media or links to pirated music or other media files;
- contains restricted or password only access pages, or hidden pages or images;
- displays or links to pornographic, indecent or sexually explicit material of any kind;
- provides or links to material that exploits people under the age of 18 in a sexual, violent or other manner, or solicits personal information from anyone under 18; or
- provides instructional information about illegal activities or other activities prohibited by these Terms, including without limitation, making or buying illegal weapons, violating someone's privacy, providing or creating computer viruses or pirating any media; and
- solicits passwords or personal identifying information from other Users.

Any Profile You submit must describe You, an individual person. Examples of inappropriate and prohibited Profiles include, but are not limited to, Profiles that purport to represent an animal, place, inanimate object, fictional character, or real individual that is not You.

You may not include, in any User Content submitted to RCI Networking, information that may be interpreted as a direct solicitation, advertisement or recruitment for an available job position directed to individuals seeking employment on either a full time or part time

basis. In order to protect our RCI Community Users from commercial advertising or solicitation, RCI reserves the right to restrict the number of e-mails or other messages which a User may send to other Users to a number which RCI deems appropriate in its sole discretion.

Profiles derived from User Content may also be made available through the RCI Sites. RCI does not make any representations regarding the accuracy or validity of such derived works or their appropriateness for evaluation by employers. Derived Profiles may differ significantly from User Content.

We appreciate hearing from our Users and welcome Your comments regarding our services and the RCI Sites. Please be advised, however, that our policy does not permit us to accept or consider creative ideas, suggestions, inventions or materials other than those which we have specifically requested. While we do value Your feedback on our services, please be specific in Your comments regarding our services and do not submit creative ideas, inventions, suggestions, or materials. If, despite our request, You send us creative suggestions, ideas, drawings, concepts, inventions, or other information (collectively the "Submission"), the Submission shall be the property of RCI. None of the Submission shall be subject to any obligation of confidentiality on our part and we shall not be liable for any use or disclosure of any Submission. RCI shall own exclusively all now known or later discovered rights to the Submission and shall be entitled to unrestricted use of the Submission for any purpose whatsoever, commercial or otherwise, without compensation to You or to any other person.

Above all, the Users will be solely responsible for their own generated contents or any other contents which RCI/TSC do not endorse, that they load and use on RCI's Portal. Users are directly liable to ensure that there is no infringement to other's copyrights, trade-marks or intellectual properties etc. failing which Users irrevocably agree to indemnify RCI/TSC and will solely be liable to any legal action against those contents, attorneys and legal/court fees in addition to all the cost incurred in addressing the complaints, legal summons or court orders etc.

14. Notification Of Claimed Copyright or Trademark Infringement:

If You believe that Your copyrighted work or trademark has been uploaded, posted or copied to any RCI Site and is accessible on such RCI Site in a way that constitutes copyright or trademark infringement, please contact RCI by email at legal@rangam.com or by regular mail at:

**Attn: Legal Department
Rangam Consultants Inc.,
370 Campus Drive, Somerset, NJ 08873**

15. Term and Termination Of Users Who Infringe The Copyright Or Other Intellectual Property Rights Of Others:

The Terms will remain in full force and effect while You are a User of any RCI Site.

RCI reserves the right in case of breach of the Terms by You the User, at its sole discretion, either to pursue all of its legal remedies, including but not limited to removal of Your User Content from the RCI/TSC Sites or immediately terminate Your registration with or ability to access the RCI Sites and/or any other services provided to You by RCI or if RCI is unable to verify or authenticate any information You submit to a RCI Site registration. Even after You are no longer a User of the RCI Sites, certain provisions of these Terms will remain in effect, including Sections 1, 2, 5, 7 through 16, inclusive.

RCI respects the intellectual property of others, and we ask our Users and content partners to do the same. The unauthorized posting, reproduction, copying, distribution, modification, public display or public performance of copyrighted works constitutes infringement of the copyright owners rights. As a condition to Your use of the RCI Sites, You agree not to use any RCI Site to infringe the intellectual property rights of others in any way.

RCI reserves the right to terminate the accounts of any Users, and block access to the RCI Sites of any Users who are repeat infringers of the copyrights, or other intellectual property rights, of others.

RCI reserves the right, in its sole discretion, to take these actions to limit access to the Site and/or terminate the accounts of any time, in our sole discretion Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement, with or without notice, and without any liability to the User who is terminated or to the User whose access is blocked. Notwithstanding with the above, in the event that You believe in good faith that a notice of copyright infringement has been wrongly filed against You, please contact RCI as set forth in Section 6 above.

16. RCI's Liability:

The RCI/ TSC Sites act as, among other things, venues for (i) employers to post job opportunities and search for and evaluate candidates for the Job and (ii) candidates to post resumes and Profiles and search for and evaluate job opportunities.

RCI does not screen or censor the listings, including Profiles offered. RCI is not involved in, and does not control, the actual transaction between employers and candidates. As a result, RCI is not responsible for User Content, the quality, safety or legality of the jobs or resumes posted, the truth or accuracy of the listings, the ability of employers to offer job opportunities to candidates or the ability of candidates to fill job openings and RCI makes no representations about any jobs, resumes or User Content on the RCI Sites.

While RCI reserves the right in its sole discretion to remove User Content, job postings, resumes or other material from the its Sites from time to time, it also does not assume any obligation to do so and to the extent permitted by law, disclaims any liability for failing to take any such action.

RCI Networking provides a venue for individuals to network for professional and personal purposes and RCI does not screen or censor the Profiles or User Content on the its Sites. RCI is not involved in the actual communications between Users. As a result, RCI has no control over the accuracy, reliability, completeness, or timeliness of the Profiles or User Content submitted on the RCI Sites and makes no representations about any Profile or User Content on the RCI Sites.

Note that there are risks, including but not limited to the risk of physical harm, of dealing with strangers, underage persons or people acting under false pretenses. You assume all risks associated with dealing with other users with whom You come in contact through the RCI Sites. By its very nature other people's information may be offensive, harmful or inaccurate, and in some cases will be mislabeled or deceptively labeled. We expect that You will use caution and common sense when using the RCI Sites.

Because User authentication on the Internet is difficult, RCI cannot and does not confirm that each User is who they claim to be. Because we do not and cannot be involved in User-to-User dealings or control the behavior of participants on any RCI Site, in the event that You have a dispute with one or more Users, You release RCI (and our agents and employees) from claims, demands and damages (actual and consequential and direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes to the fullest extent permitted by law.

The RCI Sites and the Contents may contain inaccuracies or typographical errors. Thus RCI makes no representations or claims about the accuracy, reliability, completeness, or timeliness of any RCI Site or the RCI Content. The use of all RCI Sites and the RCI Content are at Your own risk. Changes are periodically made to RCI Sites and may be made at any time. RCI cannot guarantee and does not promise any specific results from use of any RCI Site. No advice or information, whether oral or written, obtained by a User from RCI or through or from any RCI Site shall create any warranty not expressly stated herein.

If You are a California resident, You waive California Civil Code Section 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 by him or her must have materially affected his or her settlement with the debtor."

RCI encourages You to keep a back-up copy of any of Your User Content. To the extent permitted by law, in no event shall RCI be liable for the deletion, loss, or unauthorized modification of any User Content.

RCI does not provide or make any representation as to the quality or nature of any of the third party products or services purchased/accessed through any RCI Site, or any other representation, warranty or guaranty. Any such undertaking, representation, warranty or guaranty would be furnished solely by the provider of such third party products or services, under the terms agreed to by the provider.

If You believe that something on the Site violates these Terms please contact our designated agent set forth in Section 6 above.

If notified of any content or other materials which allegedly do not conform to these Terms, RCI may in its sole discretion investigate the allegation and determine whether to remove or request the removal of the content. RCI has no liability or responsibility to Users for performance or nonperformance of such activities.

17. Limitation of Liability:

TO THE FULLEST EXTENT POSSIBLE BY LAW, RCIS MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH ANY RCI SITE OR YOUR USE OF THE RCI CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED \$50.

18. Disclaimer of Warranty:

TO THE FULLEST EXTENT POSSIBLE BY LAW, RCI DOES NOT WARRANT THAT ANY RCI SITE/PORTAL OR ANY RCI SERVICES WILL OPERATE ERROR-FREE OR THAT ANY RCI SITE AND ITS SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF ANY RCI/TSC SITE OR THE RCI CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA OR ANY OTHER COSTS, RCI IS NOT RESPONSIBLE FOR THOSE COSTS. THE RCI SITES AND ITS CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. RCI, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. RCI MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE RCI CONTENT, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS.

19. Disclaimer of Consequential Damages:

TO THE FULLEST EXTENT POSSIBLE BY LAW, IN NO EVENT SHALL RCI/TSC, ITS SUBSDIARIES, OR ANY THIRD PARTIES MENTIONED ON ANY RCI SITE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA, LOST EMPLOYMENT OPPORTUNITY OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE ANY RCI SITE AND ITS CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT RCI IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. Links to Other Sites:

The RCI Sites may contain links to third party Web sites. These links are provided solely as a convenience to You and not as an endorsement by RCI of the contents on such third-party Web sites. RCI is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party Web sites. If You decide to access linked third-party Web sites, You do so at Your own risk or will.

21. No Resale or Unauthorized Commercial Use:

You agree not to resell or assign Your rights or obligations under these Terms. You also agree not to make any unauthorized commercial use of any RCI Site.

22. Indemnity:

You the Users agree to defend, indemnify, and hold harmless RCI/TSC, its affiliates, and their respective officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) any User Content or other material You provide to any RCI Site, (ii) Your use of any RCI Content, or (iii) Your breach of these Terms. RCI shall provide notice to You promptly of any such claim, suit, or proceeding.

23. Mobile Services:

If You use the RCI Sites through a mobile device, You agree that information about Your use of the RCI Sites through Your mobile device and carrier may be communicated to us, including but not limited to Your mobile carrier, Your mobile device, or Your physical location. In addition, use of the RCI Sites through a mobile device may also cause data to be displayed on and through Your mobile device. By accessing the RCI Sites using a mobile device, You represent that to the extent You import any of Your RCI data to Your mobile device that You have authority to share the transferred data with Your mobile carrier or other access provider. In the event You change or deactivate Your mobile account, You must promptly update Your RCI account information to ensure that Your messages are not sent to the person that acquires Your old number and failure to do so is Your responsibility. You acknowledge You are responsible for all charges and necessary permissions related to accessing the RCI Sites through Your mobile access provider. Therefore, You should check with Your provider to find out if the RCI Sites are available and the terms for these services for Your specific mobile devices.

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Signature of the prospective Applicant/User

Name:

Address:

Effective date: _____ / _____ / _____ **upon signing**

Last updated on April 29, 2015