



CareerHub Terms of Service

CareerHub's Service enables users to send text, email, and text-to-speech telephone calls via a web application. It also enables users, if they choose to, to send digital e-gift cards. CareerHub provides its Services subject to the terms and conditions contained in these Terms of Service (this "Agreement"). To become eligible to use CareerHub's Services under this Agreement, you must review and accept the terms of this Agreement by clicking on the "I Accept" button or other mechanism provided. CareerHub is a DBA of Pathways Consultants, Incorporated, a California Corporation.

Please review the terms of this Agreement carefully. Once accepted, this Agreement becomes a binding legal commitment. If after reviewing the Policy you have any further questions, please contact us at info@CareerHubUS.com.

We reserve the right to change these Terms of Service from time to time. Any updates to these Terms shall be posted on our website. You acknowledge your responsibility to review these Terms from time to time and to be aware of any such changes. By continuing to use any of the CareerHub sites or Services after we post any such changes, you accept these Terms, as modified. By accessing one of the CareerHub sites or our Services, you accept these Terms and certify that you have reviewed these Terms and that you are within or have reached the age of majority in your jurisdiction or age 18 (whichever is greater) in your jurisdiction. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, PLEASE LEAVE THIS WEBSITE BY CLOSING YOUR INTERNET BROWSER WINDOW NOW. IF YOU DO NOT INTEND ON USING THE SERVICES IN ACCORDANCE WITH THESE TERMS, DO NOT UTILIZE THE SERVICES PROVIDED BY CAREERHUB.

CareerHub's principal place of business is:
2443 Wilbur Street
Oakland, CA 94602
USA
(510) 325-5959

1. Definitions

When we say, "we," "our," or "us," we're referring to Pathways Consultants DBA CareerHub, a California S-Corporation our employees and sub-contractors.

When we say "you" or "your," we are referring to the person or entity that's registered with us to use the CareerHub services.

"Customer" means the individual accepting the terms of this Agreement or the entity such individual represents, as applicable.

"Customer Data" means data and other information made available to CareerHub through the use of the CareerHub services under this Agreement, including call records, audio recordings, recording transcriptions, SMS/MMS records, and SMS/MMS message content.

"End User" means an end user of a Customer Application.

When we say "Websites," we mean our website located at www.CareerHubUS.com, including all subdomains and sites associated with those domains, and other websites that we operate now and in the future.

When we say "Services," we mean our Websites, Application Programming Interfaces (APIs), applications, our content, and various third-party services that make up CareerHub.

When we say "CareerHub," we mean our Websites and Services collectively.

When we say "Information," we mean all of the different forms of data that you provide us and that we collect from you during your use of the Services, your software, and your devices.

"CareerHub Acceptable Use Policy" means certain terms and conditions relating to the use of the CareerHub Services, available at CareerHubUS.com as such may be updated from time to time.

2. Services

All services are provided on an "As-Is" basis. Services described on the CareerHub websites are only available in the United States. You agree to use the CareerHub Services in accordance with all applicable guidelines as well as all applicable state and federal laws.

The Services consist of one or more of the following: a web-based interface, access to a dedicated local ten digit out-going telephone number, messaging applications, voice broadcast applications, SMS and MMS gateway access, data encryption, data transmission, data access, data storage as well as software maintenance and upgrades and customer support, that enable you to send and receive SMS messages, MMS messages and/or text to speech and voice telephone broadcasts to recipients designated by you (collectively, the "Services"). We transmit messages initiated by you or sent to you by others through different routes, and the level of reliability and support for special features varies according to the route. You are responsible for obtaining and maintaining all computer hardware, software, and communications equipment needed to access and use the Services, and for paying all access charges (e.g., ISP, telecommunications) incurred while using the Services.

CareerHub also provides electronic Gift Cards, called "eBoosts," which may be selected or purchased on the Website. When you have completed and paid for your order, CareerHub will produce a balance and an opportunity to select and send an electronic Gift Card to the recipients specified by you. The pricing for electronic Gift Cards is stated in U.S. dollars. Your

balance for electronic Gift Cards is deducted when electronic Gift Cards are sent to recipients. Once electronic Gift Cards are sent to a recipient, they are non-refundable. Electronic gift cards never expire. The Customer is responsible for selecting the vendor for the eBoost and is non-transferable once sent to the recipient. CareerHub reserves the right to add or remove vendor options from the menu of electronic Gift Card choices.

CareerHub only provides that the Services are processed correctly and further transmitted by CareerHub to the applicable downstream network. CareerHub is not responsible for the final delivery of any communication initiated by you through the Services, as this is out of our control and is the responsibility of downstream communications carriers.

CareerHub transmits and receives voice, SMS, and MMS messages via other major telecommunications companies and mobile network operators, and thus CareerHub is limited by the constraints third-party communications carrier. CareerHub does not control the timing of the transmission of your messages. While CareerHub shall use commercially reasonable efforts to transmit your messages and broadcasts to the applicable network for final delivery to your designated recipients as fast as possible, however, we cannot commit to, and do not guarantee, a specific maximum delivery time. Such times depend on various network and system-related factors among the various entities involved in the transmission of your messages across the public switched telephone network and/or Internet. You should know that communications carriers assign messages with a default lifetime, and any message that cannot be delivered successfully within the lifetime assigned to it will be discarded by the communications carrier without any notice. CareerHub does not and cannot guarantee that any message will be delivered by any third-party communications carrier, and therefore you agree that CareerHub is not liable for any loss resulting from the failure of a message to be delivered, including consequential damages (whether foreseeable or not). Furthermore, you agree that message contents are deemed to have zero dollar value.

3. Usage Policy

You are responsible for all the content being sent to your contacts, via CareerHub including email, voice and text messaging features, and you will be fully responsible if any legal issues or disputes arise from your use of CareerHub. You represent and warrant that the owners of the phone numbers and emails that you initiate messages to through the CareerHub services have CONSENTED IN WRITING OR OTHERWISE OPTED-IN to the receipt of such messages and broadcasts as required by any applicable law or regulation. YOU AGREE THAT YOU WILL INCLUDE CLEAR OPT-OUT/UNSUBSCRIBE INFORMATION WHEN YOU BEGIN SENDING MESSAGES when required to do so by any applicable law or regulation and otherwise adhere to the Consumer Best Practices Guidelines promulgated by the Mobile Marketing Association, if applicable to your messages. You further agree that any individuals requesting “Do-Not-Call” (“DNC”), Opt Out, unsubscribe or Stop status shall immediately be placed on your DNC accounts list and you further agree that you will not initiate any subsequent messages to any individuals after they request DNC status. This procedure also applies to anyone requesting to be removed from your contact list using any and all language to do so.

You agree to familiarize yourself with and abide by all applicable local, state, national and international laws and regulations. You are solely responsible for all acts or omissions that occur under your account, including without limitation the content of the messages that you create and initiate through CareerHub. Without limiting the foregoing, you agree to familiarize yourself with the legalities of any messages transmitted through CareerHub by visiting the following websites:

- Federal Trade Commission, <http://www.ftc.gov>
- Federal Communications Commission, <http://www.fcc.gov>
- DoNotCall Registry Info, <http://www.donotcall.gov>

The Telephone Consumer Protection Act (“TCPA”), the Federal Trade Commission, the Federal Communications Commission, the DNC list registry rules (<http://www.donotcall.gov>) and various state laws, rules and regulations place restrictions on certain types of phone calls and SMS or MMS messages.

CareerHub is in no way attempting to interpret any laws, rules, or regulations. This information is provided merely as a courtesy and is not intended to replace your responsibility to familiarize yourself with and abide by the legal requirements pertaining to your messages prior to using the CareerHub Sites or Services.

You are ultimately responsible to make your own informed decisions regarding your messages. You shall schedule your messages responsibly and in a manner that is courteous to the recipients pursuant to local, state, national, and international calling time rules and regulations. You are solely responsible for obtaining any rights or licenses to any data, including without limitation sound files, pictures or videos for inclusion in any outbound messages. If you are unfamiliar or unclear on the legalities of any message that you intend to initiate through the Services, you must consult with your attorney prior to your use of the CareerHub Sites or Services. The content of all messages is the property of and under the control of the Customer.

You accept that the Services are provided for professional use only, and you agree that your use of the CareerHub Sites or Services shall not include:

- Sending unsolicited marketing messages (i.e. spam);
- Interfering with service to any host, network, other user, including without limitation, sending unsolicited e-mail, flooding, spamming, mail bombing, or crashing
- Sending promotions and/or advertising products and/or services for sale;
- Using any equipment or software that has the capacity to store or produce telephone numbers to be called, using a random or sequential number generator, in conjunction with your use of the Services;
- Using any equipment or software that has the capacity to initiate messages without human intervention, in conjunction with your use of the Services;

- Sending any calls to life-line services, such as hospitals, fire, police, 911 or utility- related telephone numbers;
- Using strings of numbers as it is unlawful to engage two or more lines of a multi-line business;
- Harvesting, or otherwise collecting information about others, without their consent;
- Misleading others as to the identity of the sender of your messages, by creating a false identity, impersonating the identity of someone/something else or by providing contact details that do not belong to you;
- Transmitting, associating or publishing any unlawful, racist, harassing, libelous, abusive, threatening, demeaning, immoral, harmful, vulgar, obscene, pornographic, or otherwise objectionable material of any kind;
- Transmitting any material that may infringe upon the intellectual property rights of third parties including trademarks, copyrights, or other rights of publicity;
- Transmitting any material that contains viruses, Trojan horses, worms, time bombs, cancel-bots or any other harmful programs;
- Interfering with, or disrupting, networks connected to the Services or violating the regulations, policies, or procedures of such networks;
- Attempting to gain unauthorized access to the Services, other accounts, computer systems, or networks connected to the Services, through password mining or any other means;
- Breaching security or authentication measures without proper authorization;
- Engaging in any other activity that CareerHub believes could subject it to criminal liability or civil penalty/judgment.
- Violating any regulations, including (but not limited to) engaging in any activity involving credit card fraud, money laundering, or identity theft.

You agree to provide legally required contact information in any outbound message when and where required by any applicable local, state, national or international law or regulation. You further agree that CareerHub is, under no circumstances, responsible for the contents and/or accuracy of your messages and CareerHub will only transmit them on a basis of good faith that you use the Services in accordance with these Terms. You are solely responsible for providing the content of all messages initiated by you through the Services. CareerHub will not be liable for any misuse of the Services by you. If we determine that you are violating any law or rule, we reserve the right to suspend your account immediately.

4. Fees

Your use of the Services is contingent on your paying your monthly or annual subscription fees, in the amounts agreed upon and using the methods indicated on the CareerHub Website. Your payment for the Services and electronic Gift Card credits shall be deemed completed when CareerHub receives the full amount of payment owed for such Services and Credits. You are responsible to pay for any message or broadcast you attempt to send to any number,

regardless of whether the message is actually received by the intended recipient. As CareerHub is dependent on other entities for the delivery of your messages and broadcasts, our price per credit may require adjustment in order to account for costs that are not in our control. Accordingly, we may adjust our prices from time to time without prior notice. If your account is closed due to non-payment, CareerHub will store your data for one year from the date of closure and you will continue to have access to the record of communication transmissions.

CareerHub will charge your indicated method of payment for the Services, Credits, and/or plans immediately upon your confirming the payment method and amount. Amounts to be charged may include sales and other taxes where applicable and any other amounts indicated on the Website. Your account will be credited within 24 hours of CareerHub verifying receipt of your payment. If you have elected to make a payment by credit card and we do not receive payment from the credit card issuer, you agree to pay all amounts due immediately upon demand by CareerHub. If you elect to pay for Services via a check, Services will not be rendered until payment has been cleared.

CareerHub cannot readily or accurately ascertain your location when you request to use the Services. You therefore agree that your use of the Services occurs in California and is subject to any applicable California taxes. To the extent that you are responsible for any additional taxes or fees beyond those collected by CareerHub you agree that you will pay them when due to any applicable taxing authority, including any interest or penalties assessed.

CareerHub shall not be responsible for any errors or transmission failures with regard to the charging and collection of funds from your indicated payment method, nor for any actions taken by the provider of the payment method you choose (which could include refusal to authorize the charge). In addition to these Terms, any payments made by you may be subject to the agreement between you and the provider of the payment method.

As between you and CareerHub, you are responsible for all charges related to purchases made using your account and payment method, whether or not you authorized such purchases. Standard charges apply to any test calls sent originating from your account. In the event of accidental under-billing in your favor or in the event of a non-payment under these Terms, CareerHub shall be entitled to immediately proceed with collection remedies and shall be entitled to recover any and all costs, fees, and expenses of such collection efforts, including but not limited to: collection agencies, court costs, filing and service of process fees, attorneys' fees incurred from counsel of CareerHub's choosing, or any other costs, fees, and expenses incurred in the pursuit of collection on all customer accounts and receivables due and payable under these Terms.

Users who receive a coupon code for a 30-day trial will have access to the basic plan for 30 days free of charge. If users choose to continue their service after the 30-day trial they may start a plan using check, purchase order or credit card. Users of the 30-day trial account do not have access to eBoosts. User accounts will be stored and archived for up to one year.

CareerHub is purchased through a monthly or annual subscription plan. A month constitutes one billing cycle. Any texts, emails or voice calls not used within the month of purchase, expire at the end of the month. CareerHub may, in its sole discretion, offer customized plans that provide for individualized terms concerning credit expiration, billing cycles, account maintenance fees and/or other agreed upon terms. The terms of such customized plans will be documented in our written contractual agreement with you. Your billing cycle will start on the first day of payment receipt and will repeat on the same day of each month until you cancel your subscription.

5. Privacy

In order to ensure your compliance with these Terms and to ensure that CareerHub complies with national laws. CareerHub however does not monitor nor have access to the messages that you send. Nonetheless, we are committed to maintaining the privacy of your information with the strictest security features.

We use Customer Data to provide services to you and to carry out necessary functions of our business as a communications service provider. We do not sell your end users' personal information and we do not share your end users' information with third parties for those third parties' own business interests. We will store your Customer Data for you as long as your account is active or up to one year after you close your account. We will not access your Customer Data except as necessary to maintain or provide the Service Offerings, or as necessary to comply with the law or a binding order of a governmental body.

We will implement reasonable and appropriate measures designed to help you secure your Customer Data. You consent to the storage of your Customer Data. We will not access or use your Customer Data except as necessary to maintain or provide the service offerings, or as necessary to comply with the law or a binding order of a governmental body. We will not (a) disclose your Customer Data to any government or third party or except in each case as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, we will give you notice of any legal requirement or order to provide such data. We will only use your Account Information in accordance with the Privacy Policy, and you consent to such usage.

6. No Warranty; Limitation of Liability

CareerHub reserves the right to modify, suspend, or discontinue the offering of any of the CareerHub Sites or Services at any time for any reason without prior notice. Further, while CareerHub utilizes electronic and physical security to reduce the risk of improper access to or manipulation of data during transmission and storage, it cannot guarantee the security or integrity of the data and shall have no liability for breaches of security or integrity or third-party interception in transit, nor for any damage which may result to your computer or other property by your use of the CareerHub Sites or Services.

CareerHub shall use commercially reasonable efforts to make access to the Services available through the required access protocols, but makes no warranty or guarantee that (i) the Services

will be available at any particular time; or (ii) you will be able to access the Services at any particular time or from any particular location. CareerHub will not be liable for any act or omission of any other company or companies furnishing a portion of the Services (including, without limitation communications carriers or ISPs), or from any act or omission of a third party, including those vendors participating in CareerHub offerings made to you, or for equipment that it does not furnish, or for damages that result from the operation of customer-provided systems, equipment, facilities or services that are interconnected with the Service.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE CAREERHUB SITES AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTIES OR CONDITIONS WHATSOEVER, EXPRESSED OR IMPLIED. NOTWITHSTANDING THE FOREGOING OR ANY STATEMENT TO THE CONTRARY CONTAINED IN THESE TERMS, CAREERHUB DOES NOT WARRANT THAT THE USE OF THE CAREERHUB SITES OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, INCLUDING, BUT NOT LIMITED TO ANY INTERRUPTIONS TO THE SERVICES CAUSED BY THE INTENTIONAL AND/OR MALICIOUS ACTS OF THIRD PARTIES (E.G., "HACKING") NOR SHALL CAREERHUB BE RESPONSIBLE FOR ANY DATA LOSS OR LOSS OF ANY INFORMATION IN YOUR ACCOUNT, REGARDLESS OF THE CAUSE. FURTHERMORE, CAREERHUB MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR THAT THE CAREERHUB SITES OR SERVICES WILL MEET ANY OF YOUR SPECIFIC REQUIREMENTS OTHER THAN AS MAY BE EXPRESSLY SET FORTH IN THESE TERMS. CAREERHUB MAKES NO REPRESENTATIONS OR WARRANTIES AND HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE MATERIAL, SERVICE, SOFTWARE, TEXT, GRAPHICS OR LINKS, AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. CAREERHUB SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING FROM LOSS OF USE OR LOST BUSINESS, LOSS OF OPPORTUNITY, LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF DAMAGE TO OR CORRUPTION OF DATA OR LOSS OF GOODWILL), OR FOR ANY COST OF PROCUREMENT OF SUBSTITUTE SERVICES ARISING IN CONNECTION WITH THESE TERMS, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY OR NEGLIGENCE, OR OTHER ACTIONS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOUR USE OF THE CAREERHUB SITES OR SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT, SOFTWARE, OR DATA, CAREERHUB IS NOT RESPONSIBLE FOR THOSE COSTS. CAREERHUB'S TOTAL LIABILITY ARISING OUT OF YOUR USE OF THE CAREERHUB SITES OR SERVICES FOR DIRECT DAMAGES SHALL NOT, IN THE AGGREGATE, EXCEED AN AMOUNT EQUAL TO THE MONTHLY TRANSACTION FEE PAID BY YOU TO CAREERHUB HEREUNDER.

8. Termination

Monthly service plans will automatically be billed every 30 days to your credit card until canceled. You are free to terminate or change your monthly subscription of the Services at any time, and for any reason. You may downgrade, upgrade, or cancel your account by logging in and accessing the “your account” page. Accounts paid with purchase order or check will continue at the agreed upon rate until the payment period is completed. There are no pro-rated refunds if canceling or downgrading mid-month. All accounts can and will be terminated at our discretion if we find our service is being abused or used in a manner in which the staff of CareerHub finds offensive, inappropriate, or illegal.

9. User Warranty, Indemnification; Disputes

You warrant and represent to CareerHub that you have all necessary rights, power, and authority to agree to these Terms and perform your obligations hereunder, and nothing contained in these Terms or in the performance of such obligations will place you in breach of any other contract or obligation. You further warrant and represent that you are and shall at all times remain in full compliance with all applicable laws, rules and regulations with regard to your use of the CareerHub Sites and Services, including without limitation the Telephone Consumer Protection Act, the Telemarketing Sales Rule, the CAN-SPAM Act (Controlling the Assault of Non-Solicited Pornography and Marketing Act) of 2003, and all other laws and regulations concerning privacy, telemarketing, and Internet marketing.

You agree to indemnify, defend, and hold harmless CareerHub and its affiliates and each of their respective officers, directors, shareholders, employees, agents, contractors, representatives, content providers and service providers, from and against any and all losses, claims, obligations, liabilities, damages, settlements, costs and expenses (including, but not limited to, consequential damages, incidental damages, special damages, disbursements and attorneys’ fees, including attorneys’ fees incurred from counsel selected by CareerHub in its sole discretion) arising from or relating to any actual or threatened claim, suit, action, proceeding, governmental investigation or enforcement action based upon or arising out of: (i) your breach of the above warranties; or (ii) any use by you, or an account or computer owned by you, of the CareerHub Sites or Services. You agree to cooperate as fully as reasonably required in the defense of any claim, suit, action, proceeding, governmental investigation or enforcement action, but we reserve the right, at your expense, to assume the exclusive defense and control of any matter in which you are a named party and that is otherwise subject to indemnification by you. You acknowledge and agree to be held liable for any and all damages caused to CareerHub by you as a direct result of a violation of local, state, national or international laws and regulations, including but not limited to those damages that may arise from your fraudulent, intentional or unintentional harm, disability, unauthorized use of, or destruction to any and all equipment, licensing and/or services provided by CareerHub to you.

If you have a complaint, please contact us at info@CareerHubUS.com. We hope to be able to resolve any disputes directly.

The contact information for the Complaint Assistance Unit of the Division of Consumer Services,
California Department of Consumer Affairs is:
1625 North Market Blvd
Sacramento, CA 95834
(800) 952-5210