

Campus Pride Career Connect

Terms of Service

Effective Date: January 20, 2022

This Terms of Service is a contract entered into by and between You (“**you**” or “**User**”) and Campus Pride Career Connect (“**Campus Pride Career Connect**,” “**We**,” or “**us**”) and our affiliates, to the extent expressly stated. These terms and conditions (together with our Privacy Policy, the “**Terms of Service**” or “**Terms**”) govern your access to and use of <https://www.campuspridecareerconnect.org> (“**Website**”), and any content, functionality, and services (collectively with the Website, the “**Service**” or “**Services**”) offered on or through the Website, whether as a guest or registered user.

Please read the Terms of Service carefully before you start to use the Website or access our Services. By using our Website or Services, you accept and agree to be bound and abide by these Terms. If you do not agree to these Terms of Service you must not access our Website or use our Services.

Contents

- 1. AGE RESTRICTIONS 3
- 2. CHANGES TO TERMS OF SERVICE 3
- 3. ABOUT CAMPUS PRIDE CAREER CONNECT 3
- 4. USER ACCOUNTS 3
- 5. ACCOUNT AND USAGE GUIDELINES 3
- 6. USER CONTRIBUTIONS 5
- 7. PROHIBITED USES 5
- 8. TERMS OF SERVICE VIOLATIONS AND TERMINATION 6
- 9. INTELLECTUAL PROPERTY RIGHTS 7
- 10. PAYMENT METHODS 7
- 11. THIRD-PARTY CONTENT, ADVERTISEMENTS AND PROMOTIONS 8
- 12. WARRANTY DISCLAIMER 8
- 13. LIMITATION OF LIABILITY 8
- 14. INDEMNIFICATION 9
- 15. GOVERNING LAW 9
- 16. SURVIVAL 9
- 17. ASSIGNABILITY 10
- 18. WAIVER AND SEVERABILITY 10
- 19. ACCESS OF THE SITE OUTSIDE THE UNITED STATES 10
- 20. CONSENT TO USE ELECTRONIC RECORDS 10
- 21. ENTIRE AGREEMENT 11
- 22. CONTACT US 11

1. AGE RESTRICTIONS

The Website and Services are intended for users 18 and older. By accessing or using the Website, You represent and warrant that you are at least eighteen (18) years old and that you possess the legal right and ability to enter into this Terms of Service and to use the Services in accordance with these Terms. If the applicable law in your jurisdiction requires that you must be older in order for Campus Pride Career Connect to lawfully provide the Services to you without parental consent (including using of your personal data) then the Minimum Age is such older age.

2. CHANGES TO TERMS OF SERVICE

We may revise and update these Terms of Service from time to time in our sole discretion by posting a revised version on the Website. All changes are effective immediately when we post them. Campus Pride Career Connect may provide reasonable notice of any material changes, determined at our sole discretion, by emailing registered account holders and by providing notice of the updated Terms of Service on the Website. Any revisions to the Terms of Service will take effect on the noted Effective Date, located at the top of these Terms.

You understand that your continued use of the Services following the Effective Date, means that you accept and agree to be bound by these Terms of Service. If you do not accept the Terms of Service in its entirety, you must not access or use the Website or any of our Services after the Effective Date.

3. ABOUT CAMPUS PRIDE CAREER CONNECT

Campus Pride is a nonprofit organization that is proud to provide Campus Pride Career Connect, a platform for LGBTQ students to connect to the workplace. Students can create a profile and find jobs, internships and mentorship opportunities. Similarly, employers and mentors can make a profile and connect with potential candidates and students. As a part of our commitment to open discourse, our Website is available to the general public, and thus users who use Campus Pride Career Connect are solely responsible for evaluating and determining the suitability of any content found on the Website.

Campus Pride is not responsible for the conduct, whether online or offline, of any user of the Website or Service. You acknowledge and agree that you assume all risk when using Sugarrly, including without limitation, online or real-world interactions with other users of the Service.

4. USER ACCOUNTS

You may register for a user account (“**Account**”) to use the Services as a student seeking career connections, mentorship and resources (“**Student**”) or as an employee or mentor looking to support and help youth in their career journey (“**Professional**”). A company or career center may also join as a user by purchasing a partnership plan or membership to build relationships with youth and, or share internship, jobs and career events (“**Organization**”). By registering for an Account on the Services, you agree to abide by this Terms of Service. It is a condition of your use of the Services that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Service or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Profile Settings

Your profile is public to registered users on the Service. Limited information may be provided to the public on the main page of the Website to highlight those using the service. You may make

your profile inactive at any time if you choose. While your profile is inactive, you will not be able to utilize the Service. You can change your settings at any time while your account is active by opening Settings from the Account Dashboard. This includes adding your photo or other features.

5. ACCOUNT AND USAGE GUIDELINES

Your Campus Pride Career Connect profile is your first impression for employers around the country. As a rule of thumb, keep your content and communications on the Service professional. Specifically, you are not allowed to share any violent, nude, discriminatory, hateful, or sexually suggestive photos or other similar content or messages via the Service. You are responsible for all content you upload to the Service.

Campus Pride Career Connect allows you to view profiles and send messages to other students and employers through the Service. You agree not to stalk, defame, bully, harass, abuse, threaten, intimidate, or impersonate other people or entities. You also agree not to use the Service for any illegal or unauthorized purpose, including spam, copyright infringement, identity theft, or fraud. You agree you will not attempt to restrict another user from using or enjoying the Service and you must not encourage or facilitate violations of these Terms of Service or any other Campus Pride terms.

Through the use of the Service, you will be able to search and filter results based on a wide range of criteria. You agree to maintain a fair and equitable recruitment process when selecting candidates. You also agree not to discriminate based on ethnicity, national origin, religion, age, gender, gender identity, gender expression, sexual orientation, disability, or veteran status. You have the ability to contact students directly through the Service. By using this Service, you agree not to stalk, defame, bully, harass, abuse, threaten, intimidate, or impersonate any people or entities. Please see **Prohibited Uses**, below, for more information.

Company Organization accounts are administered by designated Account Administrators. If the company chooses to allow additional individual employees to link to the Company with their Employee Account, you agree that the account administrators are responsible for the use of the Service by those individual employees, including requests related to personal data collected from those individual employees. You acknowledge and agree that Campus Pride Career Connect is not responsible for the privacy or security practices of an administrator's organization, which may be different than these Terms or our Privacy Policy.

Sharing, image reproduction, or Recording of Communications

Campus Pride Career Connect expressly forbids the sharing of communications between parties with others without consent of all parties. This includes image reproduction (screen shots) of communications. Wiretapping laws in some U.S. states prohibit recording individuals without their awareness and consent. Campus Pride prohibits recording without consent of all parties. You agree that you will not hold us responsible and we will not be liable for your failure to inform others that you are recording them and/or your failure to obtain their prior consent.

Users will have access and receive information about registered users. You are prohibited from disclosing or sharing this information with other parties, and agree to keep data confidential. You shall only use data to provide services and support within the scope of the site and not use, sell, or disclose Campus Pride Career Connect Data for any purposes including data analytics, data monetization, advertising, marketing or any other purpose even if such Campus Pride Career Connect Data is aggregated or de-identified. You agree to handle and maintain collected student data with equivalent or superior standards as those described in our Privacy Policy.

You also agree not to use the Service to send spam or other unauthorized communications, and you agree not to use any collected data for purposes not authorized by Campus Pride Career Connect. These prohibitions are addressed in further detail below.

Third Party Recruiter Guidelines

Campus Pride Career Connect is excited to support and share career opportunities, including those offered by third party recruiters. However, we do not permit outside services to bulk collect student data, employer data, job descriptions, or other marketplace information through the use of automated scripts (“scraping”), or similar or other technologies or methodologies. To protect our users and their data privacy, moreover, you may not use the data of students or other users for the purpose of marketing any employment opportunities other than the opportunity the applicant applied to through the Service. For the same reason, you may not store any student’s or other user’s data for the purpose of (1) marketing employment opportunities to the applicant in the future; or (2) allowing any third party to use the data for marketing or any other reason. Third party recruiters are also prohibited from requiring students to create an account on a third-party platform unaffiliated with the company or brand providing the employment role. Any violation of these or any other Terms, at our discretion, may result in suspension or termination of the account(s) associated with you or your recruitment service.

6. NON-CIRCUMVENTION

You acknowledge and agree that a substantial portion of the compensation Campus Pride receives for making the Website available to you is collected through relevant service fees and that in exchange a substantial value to you is the relationships you make with users, including Student applicants, you identify through the Website or Services (the “Campus Pride Relationship”). Campus Pride only receives service fees when a Professional or Organization registers to search for Student applicants via the job board on the Website. Therefore, you agree not to contact another user identified on the Website or Services to fill an employment, internship or other position within your organization outside of the Website. You further agree not to collect or aggregate in any way, the information found on the Website or Services, for commercial purposes, including for the purposes of displaying Student profiles or identities, for your or any third-party use. You further agree not to circumvent the Payment Methods offered on the Website. For the avoidance of doubt, if you, or the organization you represent, did not identify and were not identified by a Student through the Website, such as if you and a Student worked together before meeting on the Website, then this Non-Circumvention provision does not apply. If you use the Website as an employee, agent, or representative of another organization or business, then this Non-Circumvention provision applies to you and other employees, agents, or representatives of the organization or business or its successor when acting in that capacity with respect to the other User.

You agree to notify Campus Pride immediately if a person suggests to you any method or attempt to communicate other than through the Website in violation of this Section 6 or if you receive unsolicited contact outside of the Website. If you are aware of a breach or potential breach of this non-circumvention agreement, please submit a confidential report to Campus Pride.

You acknowledge and agree that a violation of any provision in this Section 6 is a material breach of the Terms of Service. Your Account may be permanently suspended and charged a Non-Circumvention Fee of \$500 per violation if you violate this Section 6. If you refuse to accept any new version of the Terms of Service or elect not to comply with certain conditions of using the Website, and therefore choose to cease using our Services, you may pay the Non-Circumvention Fee for each other Student you wish to continue working with on whatever terms you agree after you cease using the Website.

7. USER CONTRIBUTIONS

The Website may contain interactive functionalities, such as profiles or forums that allow users to upload, review, post, submit, publish, display, or transmit to other users or other persons, (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Website.

All User Contributions must comply with the provisions in this Terms of Service. Any User Contribution you post to the site will not in any way be considered an endorsement or promotion on behalf of Campus Pride Career Connect. User Contributions will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you irrevocably grant to Campus Pride a non-exclusive, transferable, sublicensable, worldwide, royalty-free license to use, copy, modify, publicly display, publicly perform and distribute Your Content only in connection with operating and providing the Service.

Campus Pride Career Connect does not generally investigate any User Contributions, including comments or job openings posted by users, for accuracy or reliability and does not guarantee that User Contributions are accurate. You represent that you own, or have the necessary permissions to use, and authorize the use of, your User Contributions. You also represent and warrant that Your User Contributions and the use and provision of your User Contributions on the Service will not: (a) infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (b) violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (c) be fraudulent, false, misleading or deceptive; (d) be defamatory, obscene, pornographic, vulgar or offensive; (e) promote discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (f) be violent or threatening or promote violence or actions that are threatening to any person or entity; or (g) promote illegal or harmful activities or substances. You may not imply that your User Contributions are in any way sponsored or endorsed by Campus Pride Career Connect. Campus Pride Career Connect is not legally responsible for any feedback or comments posted or made available on the Website by any Users or third parties, even if that information is defamatory or otherwise legally actionable. In order to protect the integrity of the feedback system and protect Users from abuse, Campus Pride Career Connect reserves the right (but is under no obligation) to remove posted feedback or information that, in Campus Pride Career Connect's sole judgment, violates the Terms of Service or negatively affects our Services, or otherwise is inconsistent with the business interests of Campus Pride Career Connect.

8. PROHIBITED USES

You may use our Website and Services only for lawful purposes and in accordance with these Terms of Service. You agree not to use the Website:

- 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 US or other countries).
- In a manner that may create an actual or perceived conflict of interest, such as trading reviews with coworkers, or writing or soliciting skill reviews
- For the purpose of exploiting, harming, or attempting to exploit or harm users of the Service in any way, by exposing them to inappropriate content, or otherwise engaging in derogatory behavior.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with these Terms of Service.

- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate Campus Pride Career Connect, an Campus Pride Career Connect employee, another user, or any other person or entity (including, without limitation, by using email addresses or account names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Campus Pride Career Connect or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Service, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website, including any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Circumvent the Website or Service as described in Section 6, Non-Circumvention, above.
- Aggregate or collect any information, including, but not limited to the profile and contact information of Students, found on the website for commercial purposes.
- Otherwise attempt to interfere with the proper working of the Website.

9. TERMS OF SERVICE VIOLATIONS AND TERMINATION

We may suspend or terminate your Account or ability to access or use the Services at any time, for any or no reason, including for violations of these Terms, at our sole discretion, and without notice or liability of any kind. You agree that any violation by you of these Terms of Service will constitute an unlawful and unfair business practice, and will cause irreparable harm to us, for which monetary damages would be inadequate; and you consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies we may have at law or in equity.

You may terminate these Terms at any time and for any reason by deleting your Account and discontinuing your use of all Services. You may delete your Account by accessing your Account settings on the Website or by contacting us at: info@campuspride.jobs. You acknowledge and agree that even if you discontinue your Account, we may continue to display any content that you have provided on the Website.

10. INTELLECTUAL PROPERTY RIGHTS

The Website and its entire 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 the Campus Pride Career Connect, 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. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website except as permitted by this Terms of Service.

The Campus Pride Career Connect name, logo, trademarks and all related names, logos, product and service names, designs, and slogans are trademarks of Campus Pride Career Connect or its affiliates or licensors. You must not use such marks without the prior written permission of Campus Pride Career Connect. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

11. PAYMENT METHODS

For certain Accounts, we may offer the ability to utilize our job board and connect with potential student candidates, for a fee. If you choose to create an Employer Account to access these features, we will also collect payment information, such as credit card, billing address and other financial account information. In order to use these features, users must provide account information for at least one valid Payment Method, such as your credit card information.

You hereby authorize Campus Pride Career Connect as applicable, to run credit card authorizations on all credit cards provided by you and to charge your credit card (or any other Payment Method) for applicable fees, including taxes and service charges, and any other amounts owed under the Terms of Service. To the extent permitted by applicable law and subject to our Privacy Policy, you acknowledge and agree that we may use certain third-party vendors and service providers to process payments and manage your Payment Method information.

By providing Payment Method information through the Website and authorizing payments with the Payment Method, You represent, warrant, and covenant that: (a) You are legally authorized to provide such information; (b) You are legally authorized to make payments using the Payment Method(s); (c) if You are an employee or agent of a company or person that owns the Payment Method, that User is authorized by the company or person to use the Payment Method to make payments on Campus Pride Career Connect; and (d) such actions do not violate the terms and conditions applicable to User's use of such Payment Method(s) or applicable law. When a User authorizes a payment using a Payment Method via the Website, User represents and warrants that there are sufficient funds or credit available to complete the payment using the designated Payment Method.

Because the use of any Payment Method may be limited by applicable law or by written agreement with your financial institution, Campus Pride Career Connect is not liable to any user if Campus Pride Career Connect does not complete a transaction as a result of any such limit, or if a financial institution fails to honor any credit or debit to or from an account associated with such Payment Method. Campus Pride Career Connect will make commercially reasonable efforts to work with any such affected users to resolve such transactions in a manner consistent with these Terms.

12. THIRD-PARTY CONTENT, ADVERTISEMENTS AND PROMOTIONS

The Services may contain links to third-party websites, products, or services, which may be posted by advertisers, our affiliates, our partners, or other users ("**Third-Party Content**"). Third-Party

Content is not under our control, and we are not responsible for any of their websites, products, or services. Your use of Third-Party Content is at your own risk and you should make any investigation you feel necessary before proceeding with any transaction in connection with such Third-Party Content.

The Website may also contain sponsored Third-Party promotions or advertisements. The type, degree, and targeting of advertisements are subject to change, and you acknowledge and agree that we may place advertisements in connection with the display of any content or information on the Services, including your User Contributions.

13. WARRANTY DISCLAIMER

We are a platform to connect students to individuals and organizations within the workplace. We are not a party to or are responsible for actions between Students, Professionals or Organizations (collectively, “Parties”). No agency relationship exists between Campus Career Connect and any Party on our Services, except as otherwise stated by Campus Career Connect. We make no promises or representations regarding the availability or quality of potential employment, candidates, events, organizations, or individuals. We encourage you to conduct your own research while using our Services.

THE WEBSITE AND SERVICES ARE FOR INFORMATIONAL PURPOSES ONLY. YOUR USE OF THE WEBSITE AND SERVICES IS AT YOUR OWN RISK. YOU AGREE YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS OF THE SERVICES AND THAT CAMPUS PRIDE IS NOT LIABLE IN ANY WAY FOR THE CONDUCT OF ANY KIND, WHETHER ONLINE OR OFFLINE, OF ANY VISITOR OR USER, INCLUDING BUT NOT LIMITED TO, ANY STUDENT, PROFESSIONAL, OR ORGANIZATION, OF THE WEBSITE OR THE SERVICE.

WE PROVIDE THIS WEBSITE AND ITS CONTENT "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, OR STATUTORY. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE DO NOT REPRESENT OR WARRANT THAT THIS WEBSITE WILL BE ACCESSIBLE WITHOUT INTERRUPTION OR THAT THIS WEBSITE, ANY CONTENT FROM THIS WEBSITE, OR THE SERVER THAT MAKES THIS WEBSITE AVAILABLE ARE FREE FROM ERRORS, DEFECTS, DESIGN FLAWS, OMISSIONS, VIRUSES, OR OTHER HARMFUL COMPONENTS. YOUR USE OF THIS WEBSITE IS AT YOUR OWN RISK. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, IN WHICH CASE PORTIONS OF THIS DISCLAIMER MAY NOT APPLY TO YOU.

14. LIMITATION OF LIABILITY

IN NO EVENT WILL WE BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY, OR OTHER THEORY, TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES), ARISING OUT OF OR IN CONNECTION WITH ANY USE OF, THE INABILITY TO USE, OR THE RESULTS OF USE OF THE SERVICES, INCLUDING ANY ACTION OR INACTION ARISING OR RELATED TO THE SERVICES, THE WEBSITE OR ITS CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME

JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN WHICH CASE PORTIONS OF THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT WILL WE BE LIABLE OR RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THIS WEBSITE, INCLUDING, WITHOUT LIMITATION, ERRORS IN PRICING OR AVAILABILITY OF SERVICES AND PRODUCTS, OR DAMAGES THAT MAY RESULT FROM MISREPRESENTATION OF AGE BY A USER OF THIS WEBSITE. IN NO EVENT WILL THE CAMPUS PRIDE PARTIES TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED ONE HUNDRED UNITED STATES DOLLARS (\$100.00).

YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF CAMPUS PRIDE'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEB SITE, SERVICE, PROPERTY, PRODUCT OR OTHER CONTENT OWNED OR CONTROLLED BY THE CAMPUS PRIDE PARTIES, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT, SERVICE, OR OTHER CONTENT OWNED OR CONTROLLED BY THE CAMPUS PRIDE PARTIES.

LIMITATION ON CLAIMS: REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR USE OF THE CAMPUS PRIDE PRODUCTS OR CAMPUS PRIDE CAREER CONNECT SERVICE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE, OR ELSE THAT CLAIM OR CAUSE OF ACTION WILL BE BARRED FOREVER.

15. INDEMNIFICATION

You agree to indemnify and hold Campus Pride Career Connect, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party due to or arising out of (i) your access to or use of the Website, (ii) any violation of these Terms of Service (including negligent or wrongful conduct) by you, or (iii) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. In states where the law does not recognize a cap on liability and/or indemnity obligations, you agree to hold harmless Campus Pride Career Connect and be fully responsible for any loss, liability and/or legal fees that arise from the violation of the Terms of Service herein.

16. GOVERNING LAW

These Terms of Service and any claim arising out of or related to these Terms will be governed by and construed in accordance with the laws of the State of North Carolina.

17. SURVIVAL

After this Terms of Service terminates, the terms of this agreement that expressly or by their nature contemplate performance after termination or expiration will survive and continue in full force and effect. For example, the provisions protecting intellectual property, indemnification, payment of fees, and setting forth limitations of liability each, by their nature, contemplate performance or observance after this Terms of Service terminates. Without limiting any other provisions of the Terms of Service, the termination of these Terms for any reason will not release you from any

obligations incurred prior to termination of the Terms or that thereafter may accrue in respect of any act or omission prior to such termination.

18. ASSIGNABILITY

You may not assign the Terms of Service, or any of its rights or obligations hereunder, without Campus Pride Career Connect's prior written consent in the form of a written instrument signed by a duly authorized representative of Campus Pride Career Connect. Campus Pride Career Connect may freely assign this Terms of Service without User's consent. Any attempted assignment or transfer in violation of this subsection will be null and void. Subject to the foregoing restrictions, the Terms of Service are binding upon and will inure to the benefit of the successors, heirs, and permitted assigns of the parties.

19. WAIVER AND SEVERABILITY

No waiver by Campus Pride Career Connect of any term or condition set out in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Campus Pride Career Connect to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

20. ACCESS OF THE SITE OUTSIDE THE UNITED STATES

Given the global nature of the Internet, you agree to comply with all local rules, including, without limitation, rules about the Internet, data, email, privacy, copyright and trademark infringement. Additionally, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

In order to access or use the Website or Website Services, you must and hereby represent that you are not: (a) a citizen or resident of a geographic area in which access to or use of the Website or Website Services is prohibited by applicable law, decree, regulation, treaty, or administrative act; (b) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes; or (c) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce Denied Persons or Entity List, the U.S. Department of Treasury Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State Debarred Parties List or otherwise ineligible to receive items subject to U.S. export control laws and regulations or other economic sanction rules of any sovereign nation. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Website and Website Services and your license to use the Website or Website Services will be immediately revoked.

21. CONSENT TO USE ELECTRONIC RECORDS

In connection with the Terms of Service, you may be entitled to receive certain records from Campus Pride Career Connect or our Affiliates, such as contracts, notices, and communications, in writing. To facilitate your use of the Website and the Website Services, you give us permission to provide these records to you electronically instead of in paper form.

22. ENTIRE AGREEMENT

This Terms of Service, constitute the sole and entire agreement between you and Campus Pride Career Connect and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, to the extent they relate in any way to the Website and Services.

23. CONTACT US

For any questions related to this Terms of Service, please contact us at: info@campuspride.org