

Terms and Conditions for Military Job Zone Service

Overview

MilitaryJobZone is the property of **Talent Alliance** or "the Company." This page states the "Terms and Conditions" under which you may use **MilitaryJobZone**. Please read the following agreement carefully. By using **MilitaryJobZone**, you are indicating your acceptance to be bound by the Terms and Conditions. If you do not accept the Terms and Conditions stated here, do not use **MilitaryJobZone**. **MilitaryJobZone** reserves the right to revise these Terms and Conditions at any time by updating this posting without prior notice to you. You should visit this page periodically to review the Terms and Conditions, as you are bound by them each time you access any **Talent Alliance** website. The terms "you" and "user" as used herein refer to all individuals and/or entities accessing this website for any reason.

Eligibility

You must be 18 years of age or older to visit or use **MilitaryJobZone** in any manner. By visiting **MilitaryJobZone** or accepting these Terms of Use, you represent and warrant to the Company that you are 18 years of age or older, and that you have the right, authority, and capacity to agree to and abide by these Terms of Use. You also represent and warrant to **Talent Alliance** that you will use **MilitaryJobZone** in a manner consistent with any and all applicable laws and regulations.

Use of Material

The Company authorizes you to view and download a single copy of the material on **MilitaryJobZone** solely for your personal, noncommercial use. "Material" is any text, graphics, photos, music, sounds, video, software, code, information, and articles found on any **Talent Alliance** website. By using **MilitaryJobZone**, you agree that all content is the sole property of the Company and may not be reproduced without prior written permission. All Material is protected under US and International copyright, trademark and other laws. All Material is the property of the Company. The compilation (meaning the collection, arrangement and assembly) of all content on any **Talent Alliance** website is the exclusive property of the Company and protected by U.S. and international copyright laws. Unauthorized use of the Material may violate copyright, trademark, and other laws. You must retain all copyright, trademarks, service-mark and other proprietary notices contained in the original Material on any copy you make of the Material. You may not sell or modify the Material or reproduce, display, publicly perform, distribute, or otherwise use the Material in any way for any public or commercial purpose. The use of the Material on any other web site or in a networked computer environment for any purpose is prohibited.

Site Restrictions

Users may not use any **Talent Alliance** website in order to transmit, distribute, store or destroy material, including, but not limited to **Talent Alliance** content:

- In violation of any applicable law or regulation
- In a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others
- That is defamatory, obscene, threatening, abusive or hateful

Users are also prohibited from violating or attempting to violate the security of any **Talent Alliance** website, including, without limitation the following activities:

- Accessing data not intended for such user or logging into a server or account which the user is not authorized to access
- Attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization
- Attempting to interfere with service to any user, host, or network; including, without limitation, via means of submitting a virus to any **Talent Alliance** website, overloading, "flooding", "spamming", "mail bombing" or "crashing"
- Forging or copying any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.

Violations of system or network security may result in civil or criminal liability. **Talent Alliance** 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.

Prohibited Site Use

All **Talent Alliance** websites may be used only for lawful purposes by individuals seeking employment opportunities and career information and employers seeking candidates. **Talent Alliance** specifically prohibits any use of this website, and all users agree not to use this website, for any of the following:

- Transmittal of any content that is obscene, indecent, abusive, vulgar, hateful, offensive, unlawful, fraudulent, threatening, harassing, profane, sexually oriented, racially offensive or defamatory
- Transmittal of any content that infringes on the copyright, trademark, trade secret or other intellectual property rights of others or violates the privacy, publicity or other personal rights of others
- Transmittal of any content that is encrypted, constitutes junk mail (spamming), chain letters, pyramid schemes (vertical marketing opportunities), or unsolicited advertising
- Impersonation of any person or entity. Misrepresentation of an affiliation with a person or entity. Posting any incomplete, false or inaccurate biographical information or information which is not your own accurate resume (living individual seeking employment on a full-time or part-time basis on his or her own behalf)
- Deleting or revising any material posted by any other person or entity
- Attempting to decipher, de-compile, disassemble or reverse engineer any of the application software comprising or in any way making up a part of any **Talent Alliance** website
- Aggregating, copying or duplicating in any manner any of the materials or information available from **Talent Alliance**

- Violation of applicable national, state, or local laws or regulations
- Framing of or linking to any Material available from any **Talent Alliance** website
- Using any device, software or routine to interfere or attempt to interfere with the proper working of this website or any activity being conducted on this site
- Disclosing or sharing your password with any third parties or using your password for any unauthorized purpose
- Post jobs or content on any **Talent Alliance** website that contain any "hidden" hyperlinks or keywords that are irrelevant to the job or are otherwise misleading

User Registration Information

When you register on any **Talent Alliance** website as a job seeker or employer, you will be asked to provide **Talent Alliance** with certain personal information. In addition to the terms and conditions that may be set forth in any privacy policy, you understand and agree that **Talent Alliance** may disclose to third parties, on an anonymous basis, certain aggregate information contained in your registration application. Please read the **MilitaryJobZone** Privacy Policy for more detail on how your information is collected and used.

User Submissions

MilitaryJobZone does not represent or guarantee the truthfulness, accuracy, or reliability of communications posted by job seekers or employers at this site nor does **MilitaryJobZone** endorse any opinions expressed by users. You acknowledge that any reliance on material posted by other users will be at your own risk.

MilitaryJobZone acts as a passive conduit for the online distribution and publication of user-submitted information and has no obligation to screen communications or information in advance and is not responsible for screening or monitoring material posted by users. If notified by a user of communications which allegedly do not conform to these Terms of Use, **Talent Alliance** may investigate the allegation and determine in good faith and its sole discretion whether to remove or request the removal of the communication. **Talent Alliance** has no liability or responsibility to users for performance or nonperformance of such activities. **Talent Alliance** reserves the right to expel users and prevent their further access to any **Talent Alliance** website for violating the Terms and Conditions or the law and the right to remove communications which are abusive, illegal, or disruptive. **Talent Alliance** may take any action with respect to user-submitted information that it deems necessary or appropriate in its sole discretion if it believes it may create liability for **Talent Alliance**.

Payment Policy

Your payment transaction and order is reviewed and verified by our system. A detailed invoice of your transaction will be emailed to you immediately following your transaction. A hard copy invoice is available upon request. We have selected Google Checkout to process all of our online transactions. For more information on the security of your transaction, please visit Checkout.Google.com and review their information in detail.

Indemnity

You agree to defend, indemnify, and hold harmless **Talent Alliance**, its affiliates, and their respective officers, directors, employees and agents, from and against any claims, actions or demands, including, but not limited to, reasonable legal and accounting fees alleging or resulting from:

- Any user content or other material you provide to any **Talent Alliance** website
- Your use of any **Talent Alliance** content
- Your breach of these Terms of Use

Termination

Talent Alliance reserves the right to terminate your ability to access any **Talent Alliance** website, for any reason, without notice. If **Talent Alliance** determines you have breached any portion of the Terms of Use, **Talent Alliance** reserves the right to:

- Warn you of your breach by e-mail or written means
- Delete content provided by you (such as resumes or job listings)
- Notify and cooperate with the proper authorities for further legal action
- Continue with any other action which **Talent Alliance** deems appropriate for the situation

Talent Alliance reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to deletion of your postings from this website and immediate termination of your registration, upon any breach by you of these Terms of Use or if **Talent Alliance** is unable to verify or authenticate any information you submit to The Company or website.

Copyright Information

All of the writing on our site (including these Terms of Use) is the property of **Talent Alliance** and is protected under copyright laws unless otherwise noted. Reproduction of material is strictly prohibited without the prior written permission of **Talent Alliance**. **Talent Alliance** reserves the right to publish material contributed by users. This includes feedback, comments, and general correspondence when appropriate.

By submitting content to any public or non-public area of any **Talent Alliance** website, you grant **Talent Alliance** and its affiliates the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the content worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such content. You also warrant 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. You also permit any subscriber to access, display, view, store and reproduce such content for personal use. Subject to the foregoing, the owner of such content placed on any **Talent Alliance** website retains any and all rights that may exist in such content.

Talent Alliance permits the following reproduction:

- Any material you wish to quote up to a paragraph in length and used for commentary purposes provided you credit **Talent Alliance** and include a link to the source code
- General links to any **Talent Alliance** website for informational purposes
- Downloading or printing a single copy of Material for offline viewing

Copyright Infringement

If you believe that your copyrighted work has been uploaded, posted, or copied to any **Talent Alliance** website in a way that constitutes copyright infringement, please notify us by providing **Talent Alliance** with the following information:

- The physical or electronic signature of either the copyright owner or of a person authorized to act on the owner's behalf
- A description of the copyrighted work you claim has been infringed, and a description of the activity that you claim to be infringing
- Identification of the URL or other specific location on this Web Site where the material or activity you claim to be infringing is located or is occurring
- Your name, address, telephone number and, if you have one, your e-mail address
- A statement by you that you have a good faith belief that use of the copyrighted work in the manner you are complaining of is not authorized by the copyright owner, any agent of the copyright owner, or the law
- A statement by you, made under penalty of perjury, that the information you have provided in your notice is accurate and that you are either the copyright owner or are authorized to act on behalf of the copyright owner

Any such communication should be sent via registered mail to:

Talent Alliance, Inc.
ATTN: Copyright Infringement
500 N. Capital of TX Highway
Building 3, 2nd Floor
Austin, TX 78746

General

Talent Alliance makes no claims the Materials may be accessed or downloaded outside of the United States. Access to the Materials may not be legal by certain persons or in certain countries. If you access any **Talent Alliance** website from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. This Agreement constitutes the entire Agreement between you and **Talent Alliance** with respect to the use of any **Talent Alliance** website. Any changes to this Agreement must be made in writing and signed by an officer of the Company.