

OFF THE CLOCK RESUMES

TERMS AND CONDITIONS

These Terms were last modified on July 11, 2015.

ACCEPTANCE OF TERMS

The following Terms of Service Agreement (the "TOS") is a legally binding agreement that shall govern the relationship with our users and others with may interact or interface with Off The Clock Resumes, also known as "your Resume Writer", in association with the use of the Off The Clock Resumes website, (the "Site") and its Services, which shall be defined below.

DESCRIPTION OF WEBSITE SERVICES OFFERED

The Site is a digital services website which has the following description:

Off The Clock Resumes offers traditional and modern resume writing services, cover letter writing services, and social media optimization services.

Any and all visitors to our site shall be deemed as "users" of the herein contained Services provided for the purpose of this TOS.

SERVICES & PRICING. Users acknowledge and agree that the Services provided and made available through our website are the sole property of Off The Clock Resumes. At the discretion of Off The Clock Resumes, Off The Clock Resumes may offer additional Services and/or products, or update, modify, or revise any current content and Services, and this Agreement shall apply to any and all additional Services and/or products unless otherwise stipulated. Off The Clock Resumes does hereby reserve the right to cancel or cease offering any of the aforementioned Services and/or products. Users acknowledge, accept, and agree that Off The Clock Resumes shall not be held liable for any such updates, modifications, revisions, suspensions, or discontinuance of any of our Services and/or products.

REFUNDS. There is no trial or grace period after purchasing Services. Like any writing project, there will be multiple drafts and revisions. Your Resume Writer will work with you until you are satisfied with your resume. As a result, there are no refunds once the Services have been purchased and first drafts have been sent by email.

PRIVACY POLICY

Users' personal information is strictly protected by Off The Clock Resumes' Online Privacy Policy (see full [Privacy Policy](#)). Users hereby consent to the collection and use of the information provided.

CAUTIONS FOR GLOBAL USE AND EXPORT AND IMPORT COMPLIANCE

Due to the global nature of the internet, through the use of our network you hereby agree to comply with all local rules relating to online conduct ant that which is considered acceptable Content. Uploading, posting, and/or transferring of software, technology, and other technical data may be subject to the export and import laws of the United States and possibly other countries. Through the use of our network, you thus agree to comply with all applicable export

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and import laws, statutes, and regulations, including, but not limited to, the [Export Administration Regulations](#), as well as the [sanctions control program of the United States](#). Furthermore, you state and pledge that:

- You are not on the list of prohibited individuals which may be identified on any [government export exclusion report](#) nor a member of any other government which may be part of an export-prohibited country identified in applicable export and import laws and regulations;
- You agree not to transfer any software, technology, or any other technical data through the use of our network Services to any export-prohibited country;
- You agree not to use our website network services for any military, nuclear, missile, chemical, or biological weaponry end uses that would be a violation of the U.S. export laws; and
- You agree not to post, transfer, nor upload any software, technology, or any other technical data which would be in violation of the U.S. or other applicable export and/or import laws.

CONTENT PLACED OR MADE AVAILABLE FOR COMPANY SERVICES

Off The Clock Resumes shall not lay claim to ownership of any content submitted by users, nor make such content available for inclusion on our website Services.

CONTRIBUTIONS TO COMPANY WEBSITE

Off The Clock Resumes provides an area for users to contribute feedback to our website. When you submit ideas, suggestions, and/or proposals ("Contributions") to our site, you acknowledge and agree that:

- Your Contributions do not contain any type of confidential or proprietary information;
- Off The Clock Resumes shall not be liable or under any obligation to ensure or maintain confidentiality, expressed or implied, related to any Contributions;
- Off The Clock Resumes shall be entitled to make use of and/or disclose any such Contributions in any such manner as they may see fit;
- The Contributions shall automatically become the sole property of Off The Clock Resumes; and
- Off The Clock Resumes is under no obligation to either compensate or provide any form of reimbursement in any manner or nature.

INDEMNITY

Users hereby agree to insure and hold Off The Clock Resumes, our subsidiaries, affiliates, agents, employees, officers, partners, and/or licensors blameless or not liable for any claim or demand, which may include, but is not limited to, reasonable attorney fees made by any third party which may arise from any content a user of our site may submit, post, modify, transmit, or otherwise made available through our Services, the use of Off The Clock Resumes' Services or your connection with these Services, your violation of the Terms of Service, and/or your violation of any such rights of another person.

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COMMERCIAL REUSE OF SERVICES

Users herein agree not to replicate, duplicate, copy, trade, sell, resell, nor exploit for any commercial reason any part, use of, or access to Off The Clock Resumes' sites.

MODIFICATIONS

Your Resume Writer shall reserve the right at any time it may deem fit, to modify, alter, and/or discontinue, whether temporarily or permanently, our service, or any part thereof, with or without prior notice. In addition, we shall not be held liable to you or any third party for any such alteration, modification, suspension, and/or discontinuance of our Services, or any part thereof.

DISCLAIMERS

Users herein expressly acknowledge and agree that:

- The use of Off The Clock Resumes' Services are at the sole risk by you. Our Services shall be provided as an "AS IS" and/or "AS AVAILABLE" basis.
- Off The Clock Resumes give no warranties or guarantees regarding the effectiveness or timeliness of the Services in meeting your employment needs. Your Resume Writer makes no such warranties that (a) Off The Clock Resumes' Services will result in your being hired; (b) Off The Clock Resumes' Services shall be uninterrupted, timely, secure, or error-free; (c) that such results which may be obtained from the use of Off The Clock Resumes' Services will be accurate and reliable; and (d) quality of any Services, products, any information, or other material which may be purchased or obtained by you through our Services will meet your expectations
- Any information or material downloaded or otherwise obtained by way of Off The Clock Resumes Services shall be accessed at your sole discretion and sole risk, and as such you shall be solely responsible for and hereby waive any and all claims and causes of action with respect to any damage to your computer and/or internet access, downloading and/or displaying, or for any loss of data that could result from the download of any such information or material.
- No advice and/or information, despite whether written or oral, that may be obtained by you from your Resume Writer or by way of or from our Services shall create any warranty not expressly stated in the TOS.

LIMITATION OF LIABILITY

You explicitly acknowledge, understand, and agree that Off The Clock Resumes and our subsidiaries, affiliates, agents, employees, officers, partners, and/or licensors shall not be liable to you for any punitive, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to, damages which may be related to the loss of any profits, goodwill, use, data, and/or other intangible losses, even though we may have been advised of such possibility that said damages may occur, and result from:

- The use or inability to use our Services;
- The cost of procuring substitute goods and services;
- Unauthorized access to or the alteration of your transmissions and/or data;
- Statements or conduct of any such third party on our service;
- And any other material which may be related to our service.

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RELEASE

In the event you have a dispute, you agree to release Off The Clock Resumes (and our subsidiaries, affiliates, agents, employees, officers, partners, directors, parent subsidiaries, co-branders, any other third parties, and/or licensors) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected or unsuspected, disclosed and undisclosed, arising out of or in any way connected to such dispute.

EXCLUSION AND LIMITATIONS

There are some jurisdictions which do not allow the exclusion of certain warranties or the limitation of exclusion of liability for incidental or consequential damages. Therefore, some of the above limitations of sections Disclaimers and Limitation of Liability may not apply to you.

THIRD PARTY BENEFICIARIES

Users herein acknowledge, understand, and agree, unless otherwise expressly provided in this TOS, that there shall be no third-party beneficiaries to this agreement.

NOTICE

Off The Clock Resumes may furnish you with notices, including those with regards to any changes in the TOS, including but not limited to email, regular mail, postings on our website Services, or other reasonable means currently known or which may be herein after developed. Any such notices may not be received if you violate any aspects of the TOS by accessing our Service in an unauthorized manner. Your acceptance of this TOS constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed our Services in an authorized manner.

TRADEMARK INFORMATION

Users herein acknowledge, understand, and agree that all of the Off The Clock Resumes trademarks, copyright, trade name, service marks, and other Off The Clock Resumes logos and any brand features, and/or product and service names are trademarks and as such, are and shall remain the property of Off The Clock Resumes. You herein agree to not display and/or use in any manner the Off The Clock Resumes logo or marks without obtaining Off The Clock Resumes' prior written consent.

COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS NOTICE & PROCEDURES

Off The Clock Resumes will always respect the intellectual property of others, and we ask that all of our users do the same. If you feel that your work has been duplicated in such a way that would constitute copyright infringement, or if you believe your intellectual property rights have been otherwise violated, you should provide to us the following information:

- The electronic or the physical signature of the individual that is authorized on behalf of the owner of the copyright or other intellectual property interest;
- A description of the copyrighted work or other intellectual property that you believe has been infringed upon;
- A description of the location of the site which you allege has been infringing upon your work;

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- Your physical address, telephone number, and email address;
- A statement, in which you state that the alleged and disputed use of your work is not authorized by the copyright owner, its agents, or the law;
- And a statement, made under the penalty of perjury, that the aforementioned information in your notice is truthful and accurate, and that you are the copyright or intellectual property owner, representative, or agent authorized to act on the copyright or intellectual property owner's behalf.

The Off The Clock Resumes Agent for notice of claims of copyright or other intellectual property infringement can be contacted as follows:

Mailing Address:

Off The Clock Resumes
Attn: Copyright Agent
6670 Sunshine Shores
Nine Mile Falls, WA 99026

Telephone: 1-866-271-0631

Email: steph@offtheclockresumes.com

CLOSED CAPTIONING

Be it known, that Off The Clock Resumes complies with all applicable Federal Communications Commission rules and regulations regarding the closed captioning of video content.

GENERAL INFORMATION

ENTIRE AGREEMENT. This TOS constitutes the entire agreement between you and Off The Clock Resumes and shall govern the use of our Services, superseding any prior version of this TOS between you and us with respect to Off The Clock Resumes' Services. You may also be subject to additional Terms and Conditions that may apply when you purchase certain Services.

CHOICE OF LAW AND FORUM. It is at the mutual agreement of both you and Off The Clock Resumes with regard to the TOS that the relationship between the parties shall be governed by the laws of the State of Washington without regard to its conflict of law provisions and that any and all claims, causes of action and/or disputes, arising out of or relating to the TOS, or the relationship between you and Off The Clock Resumes, shall be filed within the courts having jurisdiction within Stevens County, Washington or the U.S. District Court located in said state. You and Off The Clock Resumes agree to submit to the jurisdiction of the courts as previously mentioned, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

WAIVER AND SEVERABILITY OF TERMS. At any time, should Off The Clock Resumes fail to exercise or enforce any right or provision of the TOS, such failure shall not constitute a waiver of such right or provision. If any provision of this TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

STATUTE OF LIMITATIONS. You acknowledge, understand, and agree that regardless of any statute or law to the contrary, any claim or action arising out of or related to the use of our

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Services or the TOS must be filed within 1 year after said claim or cause of action arose or shall be forever barred.

VIOLATIONS

Please report any and all violations of this TOS to Off The Clock Resumes as follows:

Mailing Address:

Off The Clock Resumes
Attn: Copyright Agent
6670 Sunshine Shores
Nine Mile Falls, WA 99026

Telephone: 1-866-271-0631

Email: steph@offtheclockresumes.com