

## User Terms and Conditions

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Read the terms and conditions listed below. When you have completed your review you will have the option to accept or decline these terms and conditions.

The ISM Alliance™ Web Site is comprised of various Web sites and Web pages operated by ISM Alliance, Inc., a California corporation or its affiliates (collectively, the “ISM Alliance™ Web Site”) for the benefit of its clients (the “Clients”).

The ISM Alliance™ Web Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the ISM Alliance™ Web Site constitutes your agreement to all such terms, conditions, and notices. You are not a third party beneficiary of the contractual agreements between ISM Alliance, Inc. and its Clients.

### 1. PRIVACY AND PROTECTION OF PERSONAL INFORMATION

See the Privacy Statement at <http://www.ISMAlliance.com/privacypolicy.html> for disclosures relating to the collection and use of your information.

### 2. MEMBER ACCOUNT, PASSWORD, AND SECURITY

ISM Alliance™ Site/Service requires you to have an account. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify ISM Alliance, Inc immediately of any unauthorized use of your account or any other breach of security. ISM Alliance, Inc will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you agree to be liable for losses incurred by ISM Alliance, Inc, its Clients and other third parties due to someone else using your account or password. You may not use anyone else's account at any time.

### 3. MODIFICATION OF THESE TERMS OF USE

ISM Alliance, Inc reserves the right to change the terms, conditions, and notices under which the ISM Alliance™ Sites/Services are offered, including but not limited to the charges associated with the use of the ISM Alliance™ Sites/Services. You are responsible for regularly reviewing these terms and conditions and additional terms posted on individual websites and webpages. Your continued use of the ISM Alliance™ Sites/Services constitutes your agreement to all such terms, conditions, and notices.

### 4. PERSONAL AND NON-COMMERCIAL USE LIMITATION

Unless otherwise specified, the ISM Alliance™ Sites/Services are for your use solely in connection with your employment with Clients. You may not modify, copy, distribute, transmit, display,

perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the ISM Alliance™ Sites/Services.

#### 5. LINKS TO THIRD PARTY SITES

The ISM Alliance™ Sites/Services may contain links to third party Web sites ('Linked Sites'). The Linked Sites are not under the control of ISM Alliance, Inc and ISM Alliance, Inc is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. ISM Alliance, Inc is not responsible for webcasting or any other form of transmission received from any Linked Site nor is ISM Alliance, Inc responsible if the Linked Site is not working appropriately. ISM Alliance, Inc is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by ISM Alliance, Inc of the site or any association with its operators. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked Sites. Any dealings with third parties (including advertisers) included within the ISM Alliance™ Sites/Services or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser or other third party. ISM Alliance, Inc shall not be responsible or liable for any part of any such dealings or promotions.

#### 6. NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the ISM Alliance™ Sites/Services, you will not use the ISM Alliance™ Sites/Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices or not in connection with your employment by a Client. You may not use the ISM Alliance™ Sites/Services in any manner which could damage, disable, overburden, or impair any ISM Alliance™ Site/Service(s) (or the network(s) connected to any ISM Alliance™ Site/Service(s)) or interfere with any other party's use and enjoyment of any ISM Alliance™ Site/Service(s). You may not attempt to gain unauthorized access to any ISM Alliance™ Site/Service, other accounts, computer systems or networks connected to any ISM Alliance™ Site/Service, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the ISM Alliance™ Sites/Services. You agree to indemnify and hold harmless ISM Alliance, Inc., and its Clients, and their respective owners, officers, directors, representatives, employees, and attorneys from and against any loss or liability (including reasonable attorneys fees and costs) they may suffer or incur as a result of your breach of the foregoing prohibitions.

#### 7. USE OF SERVICES

The ISM Alliance™ Sites/Services contains message or communication facilities designed to enable you to communicate with others in your place of employment (collectively, 'Communication Services'). You agree to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service and to your employer Client. By way of example, and not as a limitation, you agree that when using

a Communication Service, you will not: use the Communication Service in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise). Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information. Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents to do the same. Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another. Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages. Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded. Restrict or inhibit any other user from using and enjoying the Communication Services. Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service. Harvest or otherwise collect information about others, including email addresses. Violate any applicable laws or regulations. Create a false identity for the purpose of misleading others. Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of an ISM Alliance™ Site/Service(s) or other user or usage information or any portion thereof. ISM Alliance, Inc has no obligation to monitor the Communication Services. However, ISM Alliance, Inc reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion without notice to you. ISM Alliance, Inc reserves the right to terminate your access to any or all of the Communication Services at any time, without notice, for any reason whatsoever and to report your behavior to your employer Client. ISM Alliance, Inc reserves the right at all times to disclose any information as ISM Alliance, Inc deems necessary to satisfy any applicable law, regulation, legal process or governmental request (including without limitation the request of any law enforcement agency), or to edit, refuse to post or to remove any information or materials, in whole or in part, in ISM Alliance, Inc 's sole discretion. You agree to always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. ISM Alliance, Inc does not control or endorse the content, messages or information found in any Communication Service and, therefore, ISM Alliance, Inc specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts, if any, are not authorized ISM Alliance, Inc spokespersons, and their views do not necessarily reflect those of ISM Alliance, Inc. Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination and you are responsible for adhering to such limitations if you download the materials.

#### 8. MATERIALS PROVIDED TO OR POSTED AT THE ISM ALLIANCE WEB SITE.

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#### 9. SOFTWARE AND CONTENT AVAILABLE THROUGH THE ISM Alliance™ SITES/SERVICES

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#### 10. LIABILITY DISCLAIMER

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#### 11. STORAGE SPACE AND OTHER LIMITATIONS

The amount of storage space per user is limited for each ISM Alliance™ Site/Service which provides such storage. Some messages may not be processed due to space constraints or outbound message limitations. You agree that ISM Alliance, Inc is not responsible or liable for the deletion or failure to store messages or other information. SERVICE CONTACT: [CustomerCare@StaffTAP.com](mailto:CustomerCare@StaffTAP.com)

## 12. TERMINATION/ACCESS RESTRICTION

ISM Alliance, Inc reserves the right, in its sole discretion, to terminate your access to any or all ISM Alliance™ Sites/Services and the related services or any portion thereof at any time, without notice. Upon termination of the ISM Alliance™ Site/Service, your right to use the ISM Alliance™ Site/Service immediately ceases. ISM Alliance, Inc shall have no obligation to maintain any content or to forward any unread or unsent messages to you or any third party. All such items shall be treated as the property of your employer Client.

## 13. LANGUAGE

It is the express will of the parties that this agreement and all related documents have been drawn up in English.

## 14. GENERAL

This agreement is governed by the laws of the State of California, U.S.A. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Orange County, California, U.S.A. in all disputes arising out of or relating to the use of the ISM Alliance™ Sites/Services. Use of the ISM Alliance™ Sites/Services is not authorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and ISM Alliance, Inc as a result of this agreement or use of the ISM Alliance™ Sites/Services. You agree to indemnify and hold ISM Alliance, Inc., its owners, subsidiaries, affiliates, directors, officers, representatives, attorneys and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on the ISM Alliance™ Sites/Services. ISM Alliance, Inc reserves the right to disclose any personal information about you or your use of the ISM Alliance™ Sites/Services, including its contents, without your prior permission if ISM Alliance, Inc has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of ISM Alliance, Inc or its affiliated companies; (3) enforce the terms or use; or (4) act to protect the interests of its members or others. ISM Alliance, Inc's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of ISM Alliance, Inc's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the ISM Alliance™ Sites/Services or information provided to or gathered by ISM Alliance, Inc with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches

the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and ISM Alliance, Inc with respect to the ISM Alliance™ Sites/Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and ISM Alliance, Inc with respect to the ISM Alliance™ Sites/Services. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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