

New Career Breakthrough Terms and Conditions of Use

Effective as from 11 August 2015

Hello, and welcome to our Terms and Conditions of Use. This is important and affects your legal rights, so please read them and our Privacy Policy carefully. We hope you're sitting comfortably. Here we go...

1. Introductions

Thanks for choosing New Career Breakthrough (“**New Career Breakthrough**”, “**we**”, “**us**”, “**our**”). By using the New Career Breakthrough service, websites, or software applications (together, the “New Career Breakthrough Service” or “Service”), you are entering into a binding contract with our company. Your agreement with us includes these Terms and Conditions of Use (“**Terms**”) and our Privacy Policy (together with the Mobile Terms where applicable, the “**Agreements**”). If you don't agree with these Terms, then please don't use the Service.

We're pleased to make our Service available to you. The New Career Breakthrough Service includes social and interactive features.

In order to use the New Career Breakthrough Service, you need to (a) be 18 or older and (b) have the power to enter a binding contract with us and are not barred from doing so under any applicable laws. You also warrant that any registration information that you submit to New Career Breakthrough is true, accurate and complete, and you agree to keep it that way at all times.

2. Changes to the Agreements

Occasionally we may, in our discretion, make changes to the New Career Breakthrough Service and Agreements. When we make changes to the Agreements that we consider material, we'll notify you through the Service. By continuing to use the Service after those changes are made, you are expressing and acknowledging your acceptance of the changes.

3. Enjoying New Career Breakthrough

Here's some information about all the ways you can enjoy New Career Breakthrough.

3.1 Subscriptions

New Career Breakthrough account holders may access the New Career Breakthrough Service by any of our several Subscriptions:

- **Product Purchase:** a one-time fee for lifetime access;
- **Monthly Service:** a subscription fee-based service;

The Monthly Service enables you to access content on up to two (2) personal computers, mobile handsets and/or other relevant devices (collectively "Devices") while your Monthly Service subscription is active. The Product Purchase enables you to access content on up to two (2) personal computers, mobile handsets and/or other relevant devices (collectively "Devices") per day. You may not transfer copies of cached content to any other device via any means. The Product Purchase and the Monthly Service are hereinafter referred to as "Paid Subscriptions".

3.3 Trials

From time to time, we may offer trials of the Premium Service for a specified period without payment (a "Trial"). New Career Breakthrough reserves the right, in its absolute discretion, to determine your eligibility for a Trial, and to withdraw or to modify a Trial at any time without prior notice and with no liability.

For some Trials, we'll require you to provide your payment details to start the Trial. At the end of such Trials, we may automatically start to charge you for the Premium Service on the first day following the end of the Trial, on a recurring monthly basis. By providing your payment details in conjunction with the Trial, you agree to this charge. If you do not want this charge, you must change your Subscription to the Free Service through your New Career Breakthrough account's settings before the end of the Trial.

4. License and assignment

The New Career Breakthrough Service and the content provided through it are the property of New Career Breakthrough or New Career Breakthrough's licensors, and we grant you a limited, non-exclusive, revocable license to make personal, non-commercial (except as permitted under Section 11) use of the New Career Breakthrough Service and to receive the content made available through the New Career Breakthrough Service, based on the Subscription or Trial, you have selected (the "License").

The New Career Breakthrough software applications are licensed, not sold, to you, and New Career Breakthrough retains ownership of all copies of the New Career Breakthrough software applications even after installation on your Devices. New Career Breakthrough may assign these Agreements or any part of them without restrictions. You may not assign these Agreements or any part of them, nor transfer or sub-license your rights under this License, to any third party.

All New Career Breakthrough trademarks, service marks, trade names, logos, domain names, and any other features of the New Career Breakthrough brand are the sole property of New Career Breakthrough. This License does not grant you any rights to use the New Career Breakthrough trademarks, service marks, trade names, logos, domain names, or any other features of the New Career Breakthrough brand, whether for commercial or non-commercial use.

You agree to abide by our User Guidelines and not to use the New Career Breakthrough Service (including but not limited to its content) in any manner not expressly permitted by the Terms.

Third party software libraries included in the New Career Breakthrough Service are licensed to you either under these Terms, or under the relevant third party software library's license terms as published in the help or settings section of our desktop and mobile client and on our website.

5. Third Party Applications

The New Career Breakthrough Service provides a platform for third party applications, websites and services to make available products and services to you ("**Third Party Applications**"), and your use of these Third Party Applications is subject to their terms of use. You understand and agree that New

Career Breakthrough is not responsible or liable for the behavior, features, or content of any Third Party Application.

6. User generated content

New Career Breakthrough users may post, upload and/or contribute (“post”) content to the Service, including pictures and text (“**User Content**”). You are solely responsible for any User Content you provide and for any consequences thereof. You represent that you have the right to post any User Content which you post to the Service, and that such User Content, or its use by us as contemplated by this Agreement, does not: (a) violate these Agreements, applicable law, or the intellectual property or publicity rights of others; or (b) imply any affiliation, endorsement, approval or cooperation with you or your User Content by New Career Breakthrough or any, entity or individual without express written consent from such individual or entity. You grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any User Content that you post on or in connection with New Career Breakthrough. This license lasts until you terminate your New Career Breakthrough account, except in the case of User Content that you have published, made public and/or share with others. Aside from the rights specifically granted herein, you retain ownership of all rights, including intellectual property rights, in the User Content that you post to the New Career Breakthrough Service, except that, where applicable under Local Country law, you agree to waive your right to be identified as the author of any User Content on the New Career Breakthrough Service and your right to object to derogatory treatment of such User Content.

New Career Breakthrough does not monitor, review, or edit User Content, but reserves the right to remove or disable access to any User Content for any or no reason, including but not limited to, User Content that, in New Career Breakthrough’s sole discretion, violates these Agreements. New Career Breakthrough may take these actions without prior notification to you. Removal or disabling of access to User Content shall be at our sole discretion, and we do not promise to remove or disable access to any specific User Content.

New Career Breakthrough is not responsible for User Content nor does it endorse any opinion contained in User Content. If you believe that any User Content infringes your intellectual property rights, please [click here](#), or if you

believe that any User Content does not comply with the User Guidelines (Section 8 below) or that your rights under applicable law have been otherwise infringed by any User Content, please contact us at support@NewCareerBreakthrough.com.

7. Consideration

In consideration for the rights granted to you under these Terms, you grant us the right (a) to allow the New Career Breakthrough Service to use the processor, bandwidth and storage hardware on your Device in order to facilitate the operation of the Service.

You grant New Career Breakthrough a non-exclusive, transferable, sub-licensable, royalty-free, perpetual, worldwide license to use, reproduce, make available to the public, publish, translate and distribute any User Content that you post on or otherwise provide through the New Career Breakthrough Service.

These Terms are not intended to grant rights to anyone except you and New Career Breakthrough, and in no event shall these Terms create any third party beneficiary rights. Any failure by New Career Breakthrough to enforce these Terms or any provision thereof shall not waive New Career Breakthrough's right to do so.

8. User Guidelines

We've established a few ground rules for you to follow when using the Service, to make sure New Career Breakthrough stays enjoyable for everyone. Please follow these rules and encourage other users to do the same.

New Career Breakthrough respects intellectual property rights and expects you to do the same. This means, for example, that the following is not permitted: (a) Copying, reproducing, "ripping", recording, or making available to the public any part of the New Career Breakthrough Services or content delivered to you via the New Career Breakthrough Services, or otherwise any making use of the New Career Breakthrough Service which is not expressly permitted under these Terms; (b) using the New Career Breakthrough service to import or copy any local files you do not have the legal right to import or copy in this way; (c) reverse-engineering, decompiling, disassembling, modification or creating

derivative works based on the New Career Breakthrough Services or any part thereof; (d) circumventing any technology used by New Career Breakthrough, its licensors, or any third party to protect content accessible through the Service; (e) renting or leasing of any part of the Services; (f) circumventing of any territorial restrictions applied by New Career Breakthrough; (g) artificially increasing or otherwise manipulating the Services by using a script or other automated process; (h) removing or altering any copyright, trademark or other intellectual property notices contained on or provided through the New Career Breakthrough Service; (i) providing your password to any other person or using any other person's user name and password.

Please respect New Career Breakthrough and other users of the New Career Breakthrough Service. Don't engage in any activity on the Service or upload User Content, including registering and/or using a username, which is or includes material that (a) is offensive, abusive, defamatory, pornographic or obscene; (b) is illegal, or intended to promote or commit an illegal act of any kind, including but not limited to, violations of intellectual property rights, privacy rights or proprietary rights of New Career Breakthrough or a third party; (c) includes personal data of third parties or is intended to solicit such personal data, (d) includes malicious content such as malware, trojan horses or viruses, or otherwise interferes with any user's access to the Service; (e) is intended or does harass or bully other users; (f) impersonates or misrepresents your affiliation with another user, person or entity, or is otherwise fraudulent, false, deceptive, or misleading; (g) uses automated means to artificially promote content; (h) involves the transmission of unsolicited mass mailing ("spam"), junk mail, chain letter, or similar, including through the New Career Breakthrough inbox; (i) involves commercial or sales activities, such as advertising, contests, sweepstakes, or pyramid schemes; (j) promotes commercial products or services (except as permitted under Section 11); (k) interferes with the New Career Breakthrough Service, tampers with or attempts to probe, scan, or test for vulnerabilities in the Service or New Career Breakthrough's computer systems or network, or breaches any of New Career Breakthrough's security or authentication measures, or (l) conflicts with the Agreement, as determined by New Career Breakthrough. You agree that New Career Breakthrough may also reclaim your username for any reason.

Please be thoughtful about what you make public on New Career Breakthrough. The New Career Breakthrough Service includes social and interactive features, including the ability to post User Content, share content, and make certain information about you public, as further described in your account settings. Remember that shared or publicly available information may be used and re-shared by other users on New Career Breakthrough or across the web, so please use New Career Breakthrough carefully and manage your account settings regularly. New Career Breakthrough has no responsibility for your choices to make any actions or material public on the Service.

Your password protects your user account, and you are solely responsible for keeping your password confidential and secure. You understand that you are responsible for all use of your username and password on the Service. If your username or password is lost or stolen, or if you believe there has been unauthorized access to your account by third parties, please notify us immediately and change your password as soon as possible.

9. Copyright infringement

New Career Breakthrough respects the rights of intellectual property owners. Please see details on New Career Breakthrough's copyright policy.

10. Technology limitations and modifications

New Career Breakthrough will make reasonable efforts to keep the New Career Breakthrough Service operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. New Career Breakthrough reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the New Career Breakthrough Service, with or without notice, all without liability to you for any interruption, modification, or discontinuation of the New Career Breakthrough Service or any function or feature thereof. You understand and agree that New Career Breakthrough has no obligation to maintain, support, upgrade, or update the Service, or to provide all or any specific content through the Service.

11. Payments & cancellations

By providing a credit card or other payment method accepted by New Career Breakthrough ("Payment Method") for your subscription, you are expressly agreeing that we are authorized to charge you a monthly subscription fee, any other fees for additional services you may purchase, and any applicable taxes in connection with your use of your subscription to the Payment Method. If you want to use a different Payment Method than the one you signed up to use during registration, or if there is a change in your credit card validity or expiration date, you may edit your Payment Method information by logging in on the Customer Portal Site . When you provide a Payment Method to access a subscription, including in connection with a free trial offer, our system will attempt to verify the information you entered. We do this by processing an authorization hold, which is a standard practice. We do not charge you in connection with this authorization hold. If your Payment Method expires and you do not edit your Payment Method information or cancel your account, you authorize us to continue billing, and you will remain responsible for any uncollected amounts.

Your subscription will continue in effect on a month-to-month basis unless and until you cancel your subscription or the account or service is otherwise suspended or discontinued pursuant to these Terms. If you have a Paid Subscription, your payment to New Career Breakthrough will automatically renew at the end of the subscription period, unless you cancel your Paid Subscription through your subscription page before the end of the current subscription period. The cancellation will take effect the day after the last day of the current subscription period. If you cancel your subscription, cancellation will be effective at the end of the current Monthly Period -this means that you will have continued access to your subscription for the remainder of that period, but you will not receive a refund. You can cancel your subscription by sending an email to support@NewCareerBreakthrough.com with the word Cancel Subscription in the email subject line.

New Career Breakthrough may change the price for the Paid Subscriptions from time to time, and will communicate any price changes to you. Price changes for Paid Subscriptions will take effect at the start of the next subscription period following the date of the price change. By continuing to use the New Career Breakthrough Service after the price change takes effect, you accept the new price.

12. Term and termination

These Terms will continue to apply to you until terminated by either you or New Career Breakthrough. New Career Breakthrough may terminate the Terms or suspend your access to the New Career Breakthrough Service at any time, including in the event of your actual or suspected unauthorized use of the New

Career Breakthrough Service or non-compliance with the Terms. If you or New Career Breakthrough terminate the Terms, or if New Career Breakthrough suspends your access to the New Career Breakthrough Service, you agree that New Career Breakthrough shall have no liability or responsibility to you and New Career Breakthrough will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law. To learn how to terminate your New Career Breakthrough account, please contact us through the Customer Service contact form.

13. Warranty

We endeavor to provide the best service we can, but you understand and agree that THE NEW CAREER BREAKTHROUGH SERVICE IS PROVIDED “AS IS”, WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. YOU USE THE NEW CAREER BREAKTHROUGH SERVICE AT YOUR OWN RISK. NEW CAREER BREAKTHROUGH DISCLAIMS ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

In addition, New Career Breakthrough does not warrant, endorse, guarantee or assume responsibility for any Third Party Applications, Third Party Application content, User Content, or any other product or service advertised or offered by a third party on or through the New Career Breakthrough Service or any hyperlinked website, or featured in any banner or other advertising. You understand and agree that New Career Breakthrough is not responsible or liable for any transaction between you and third-party providers of Third Party Applications or products or services advertised on or through the New Career Breakthrough Service. As with any purchase of a product or service through any medium or in any environment, you should use your judgment and exercise caution where appropriate. No advice or information whether oral or in writing obtained by you from New Career Breakthrough shall create any warranty on behalf of New Career Breakthrough in this regard. Some aspects of this section may not apply in some jurisdictions.

14. Limitation

You agree that, to the extent permitted by applicable law, your sole and exclusive remedy for any problems or dissatisfaction with the New Career Breakthrough Service, the Third Party Applications or the Third Party Application content is to uninstall any New Career Breakthrough software and to stop using the New Career Breakthrough Service, the Third Party Applications or the Third Party Application content.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL NEW CAREER BREAKTHROUGH, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS OR LICENSORS BE LIABLE FOR (i) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE NEW CAREER BREAKTHROUGH SERVICE, THIRD PARTY APPLICATIONS OR THIRD PARTY APPLICATION CONTENT, REGARDLESS OF LEGAL THEORY, WITHOUT REGARD TO WHETHER NEW CAREER BREAKTHROUGH HAS BEEN WARNED OF THE POSSIBILITY OF THOSE DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; (ii) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE NEW CAREER BREAKTHROUGH SERVICE, THIRD PARTY APPLICATIONS OR THIRD PARTY APPLICATION CONTENT MORE THAN THE AMOUNTS PAID BY YOU TO NEW CAREER BREAKTHROUGH DURING THE PRIOR THREE MONTHS IN QUESTION.

Nothing in these Agreements removes or limits New Career Breakthrough's liability for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence. Some aspects of this section may not apply in some jurisdictions.

15. Entire agreement

These Agreements constitute all the terms and conditions agreed upon between you and New Career Breakthrough and supersede any prior agreements in relation to the subject matter of these Agreements, whether written or oral. Any additional or different terms or conditions in relation to the subject matter of the Agreements in any written or oral communication from you to New Career Breakthrough are void. You represent that you have not accepted the

Agreements in reliance on any oral or written representations made by New Career Breakthrough that are not contained in the Agreements.

Please note, however, that other aspects of your use of the New Career Breakthrough Service may be governed by additional agreements. That could include, for example, access to the New Career Breakthrough Community for customer support, access to the New Career Breakthrough Service as a result of a gift card, or free or discounted Trials. You will agree to separate terms and conditions in those circumstances. Those terms and conditions shall govern only with regard to the aspect of the Service to which they apply, and are distinct from and supplemental to these Agreements, and do not supersede these Agreements. To the extent that there is any conflict between those agreements and these Agreements, these Agreements shall control, except as otherwise provided in these Terms.

16. Severability

Should any provision of the Terms be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Terms, and the application of that provision shall be enforced to the extent permitted by law.

17. Choice of law, mandatory arbitration and venue

These Agreements are subject to the law of the New York, United States, without regard to choice or conflicts of law principles. Further, you and New Career Breakthrough agree to the exclusive jurisdiction of the state and federal courts in New York, New York to resolve any dispute, claim or controversy that arises in connection with these Agreements.

If you are a United States user, the following mandatory arbitration provisions also apply to you:

1. You and New Career Breakthrough agree that any dispute, claim or controversy arising out of or relating in any way to the New Career

Breakthrough Service or your use thereof, including our Agreements, shall be determined by mandatory binding arbitration. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and New Career Breakthrough are each waiving the right to a trial by jury and the right to participate in a class or multi-party action. This arbitration provision shall survive termination of these Agreements and the termination of your New Career Breakthrough account. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association (the "AAA Rules"), as modified by these Agreements, and as administered by the AAA. You and New Career Breakthrough agree that these Agreements involve interstate commerce and are subject to the Federal Arbitration Act.

2. You and New Career Breakthrough agree that (a) any claims seeking to enforce, protect, or determine the validity or ownership of any intellectual property rights, and (b) any claims related to allegations of theft, piracy or unauthorized use of the New Career Breakthrough Service are NOT subject to mandatory arbitration. Instead, you and New Career Breakthrough agree that these claims (including but not limited to claims for injunctive or equitable relief) shall be exclusively decided by courts of competent jurisdiction in San Francisco County, California or New York, New York, and that applicable California and/or Federal law shall govern, without regard to choice of law principles.
3. YOU AND NEW CAREER BREAKTHROUGH AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER OR IN ANY REPRESENTATIVE CAPACITY OR PROCEEDING. Further, no arbitrator shall consolidate any other person's claims with your claims, and may not otherwise preside over any form of a multi-party or class proceeding. If this specific provision is found to be unenforceable in any way, then the entirety of this arbitration section shall be null and void. The arbitrator may not award declaratory or injunctive relief.
4. Any arbitration must be commenced by filing a demand for arbitration with the AAA within ONE (1) YEAR after the date the party asserting the claim first knows or reasonably should know of the act, omission or default giving rise to the claim; and there shall be no right to any remedy for any

claim not asserted within that time period. If applicable law prohibits a one-year limitations period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law. Your arbitration fees and your share of arbitrator compensation will be limited to those fees set forth in the AAA's Consumer Rules with the remainder paid by New Career Breakthrough. Any arbitration costs or fees deemed "excessive" will be paid by New Career Breakthrough.