



ZEZLY.COM TERMS AND SERVICE AGREEMENT

1. Terms of Use

The terms of use under which You (the end user) may use www.Zezly.com (Zezly.com), an on-line/ on-demand service to post job listings, search resumes and search job posting. These terms include the Zezly Privacy Policy Statement and the Zezly Fee Policy, each of which are incorporated in these terms. Please read these terms carefully. If you do not accept the terms stated here, do not use zezly.com and its services. By using zezly.com, You agree to be bound by these terms, including the Zezly Privacy Policy Statement and the Zezly Fee Policy.

By registering with Zezly.com, you become a registered "Member", whereby Zezly.com offers certain services to you, the Member, conditioned on your agreement to adhere to all terms contained herein.

Zezly.com may revise these terms at any time and will post such revisions on this web page. It is your responsibility to periodically review the most current terms because they are binding on You. The terms "You", "User" and "Member" as used herein refer to all individuals and/or entities accessing Zezly.com for any reason.

2. Services

Zezly.com allows Members through the site to post unlimited job postings and to have unlimited (1 geographical state per Member) access to Zezly.com (or Zezly owned sites) resume database(s). Members will have the ability to search resumes by location and job title. Zezly.com will allow members to post job listings in multiple or single postings across any job category or job title. This function will remain available as long as members account is current and in good standing. The resume database will allow unlimited searches across any job title and job location. This function will remain available as long as the members account in current. From time to time Zezly.com may make available through the site third party service providers which may offer certain services to Members. Users will have the ability to freely search job postings and to upload their resume(s) with no cost or charge.

3. Limitation on Use

Unless expressly authorized in these Terms of Use, Member shall not: (i) disclose, use, distribute, publish, disseminate, reproduce, reformat or modify the Services or the Content or any portion thereof in any manner, (ii) transfer, sell, convey, resell, or sublicense the Services or the content or any portion thereof in any manner, (iii) permit any parent, subsidiaries, affiliated entities or other third parties to use the Services or Content or any portion thereof, (iv) process any portion of the Services or the Content, or permit any portion of the Services or the Content to be processed with any other data, information editorial content, software (including HTML or XML-based computer programs) or any other material from any other source, (v) allow access to the Services or Content through any terminals located outside of Member's operations, (vi) use the Services or the Content to enhance, structure or create any database in any form for distribution or resale, or (vii) use the Services or the Content to create derivative work or derivative products of any kind.

The job posting and resume database(s) and other features of Zezly.com may be used only for lawful purposes by individuals seeking employment and career information and employers seeking employees.

Zezly.com specifically prohibits any other use of Zezly.com, and all members agree not to do any of the following: (i) post any jobs on any Zezly site for any competitor of Zezly or post jobs or other content that contains links to any site competitive to Zezly; (ii) post jobs for modeling or talent or talent scouting positions on any Zezly site; (iii) use any Zezly resume database(s) for any purpose other than as an employer seeking employees, including but not limited to using the information in the Zezly resume database(s) to sell or promote any products or services; (iv) post or submit to any Zezly site any incomplete, false, or inaccurate biographical information or information which is not your own; (v) post on any Zezly site any franchise, pyramid scheme, ponzi scheme, "club membership", distributorships or sales representative arrangement or other business opportunity which requires an upfront or periodic payment; (vi) send unsolicited mail or email, make unsolicited phone calls or send unsolicited faxes regarding promotions or services to a user of any Zezly.com site's (viii) frame of link to any Zezly.com Content or information available from any Zezly site.

The following is a partial list of User Content that is prohibited on the Zezly Sites. The list below is for illustration only and is not a complete list of all prohibited User Content.

Content that:

- is implicitly or explicitly offensive, such as User Content that engages in, endorses or promotes racism, bigotry, discrimination, hatred or physical harm of any kind against any group or individual;
- harasses, incites harassment or advocates harassment of any group or individual;
- involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming";
- promotes or endorses false or misleading information or illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- promotes or endorses an illegal or unauthorized copy of another person's copyrighted work, such as providing or making available pirated computer programs or links to them, providing or making available information to circumvent manufacture-installed copy-protect devices, or providing or making available pirated music or other media or links to pirated music or other media files;
- contains restricted or password only access pages, or hidden pages or images;
- displays or links to pornographic, indecent or sexually explicit material of any kind;
- provides or links to material that exploits people under the age of 18 in a sexual, violent or other manner, or solicits personal information from anyone under 18; or
- provides instructional information about illegal activities or other activities prohibited by these Terms, including without limitation, making or buying illegal weapons, violating someone's privacy, providing or creating computer viruses or pirating any media; and
- solicits passwords or personal identifying information from other Users.

It is also a violation of the Terms, to include in any User Content submitted to Zezly.com information that may be interpreted as direct solicitation, advertisement or recruitment for an available job position directed to individuals seeking employment on either a full time or part time basis.

If notified by a Member or user of content or other materials which allegedly do not conform to these Terms, Zezly may in its sole discretion investigate the allegation and determine whether to take any other actions whether to remove or request the removal of the content in question. Zezly has no liability or responsibility to Users or Members for performance or nonperformance of such activities.

4. Payment of Fees (**Zezly Fee Policy**)

The fee to register to become a Member on the site is assessed on a monthly basis after the initial membership set-up fee is assessed. The monthly membership fee will be established during the registration process, the default is \$179.95. The monthly membership fee will be assessed one the (1) month anniversary of the initial sign-up date. For example, if membership is started on July 15, 2009 then the monthly membership fee will be assessed on August 15,

2009. Member hereby authorizes Zezly.com to charge Member's credit card, debit card or bank account, in advance, for the amount of Member's regular membership fee for each agreed term of the Member's selected membership term. The default term will be month to month unless cancelled by either party. If there is as modification of these terms it must be in writing and agreed to by both parties. **Member hereby authorizes Zezly.com to modify the term membership fee charged to Member upon thirty (30) day notice to Member delivered by e-mail to the address provided through registration.** The membership fee, when paid, is non-refundable and accrues on the monthly anniversary date of signup until cancelled, regardless of whether or not Member actually uses the website and its database(s). The monthly fee is \$179.95.

Member is required to pay all charges on time, and agrees to submit a payment authorization form in connection with these charges when requested by Zezly.com. Credit card payment method requires an acceptable and currently working/continuously valid credit card number. If Member fails to pay for access/services then Zezly.com may terminate or disable Member's membership to Zezly.com. Member shall pay all costs incurred by Zezly.com with respect to collection of any past due amount, including legal fees. Each time Member accesses or uses the site or services, Member affirms that Zezly.com is authorized to obtain payment through previously selected payment method. All fees quoted are USD.

Member's complete billing address and telephone number must be provided to process payments.

For account discrepancies Member may contact Zezly.com Customer Service Department by telephone (954) 607-1976 or email: customerservice@zezly.com. Members may also write to: Zezly.com 10 Fairway Dr Deerfield Beach, FL 33441. All customer services issues will be responded to within five (5) business days of receipt.

5. Term of Membership

The term of Member's access to the site and its database(s) is based upon Member's expressed agreement and adherence to these Terms and Conditions and to Member's fully paid membership and other fees. Member's membership to Zezly.com shall be for the initial term (e.g., daily, monthly, quarterly, semi-annually or annually) as may be agreed by Member and Zezly.com through online registration, telephone order or otherwise and shall automatically renew for indefinite successive renewal terms for the same period as the initial term or on a month to month basis, the month to month basis renewal will be the default period until cancelled by either party. Member acknowledges and agrees that NO refund, offset, or credit will be given for any cancellation. Member is agreeing to be enrolled into a pre-paid month to month membership and will remain effective until cancelled by either party.

6. Termination

Either Member or Zezly.com may cancel Member's membership at any time for any reason. In the event of termination by Member or Zezly.com, all fees due to Zezly.com up to the end of the then-current term billing cycle at the time of termination shall remain payable to Zezly.com unless otherwise specifically stated in a written agreement between both parties.

Member may cancel this agreement in one of three ways mentioned below :

- (i) Member may terminate membership by faxing cancellation request to (561)828-0352 at least (5) days prior to desired cancellation date.
- (ii) All Member's may terminate membership by emailing a cancelation request to cancellations@zezly.com.
- (iii) Member may mail a cancellation request to terminate membership to :

Zezly ,INC.

10 Fairway Dr

Suite 224

Deerfield Beach, FL 33441

ZeZly.com reserves its right to terminate or suspend access to the site and/or database(s) or any portion or attribute thereof, with or without notice to any member. ZeZly.com shall not be liable to any member in the event that ZeZly.com exercises its right under this section. If at any time ZeZly.com believes, in its sole discretion, that the member has violated any provisions set in these Terms and Conditions. If ZeZly determines in its sole discretion that a violation has occurred ZeZly may terminate the membership without any right of Member to a refund or any other remedy, and all fees due to ZeZly up to the end of the current billing cycle will be paid to ZeZly. Such termination will not limit any other right by ZeZly under contract, tort or any other legal theory to pursue any claim or cause of action against the Member for violation terms of this agreement including, but not limited to, monetary damages, injunctive relief, attorney's fees and court costs.

7. Registration and Password

Members are responsible for maintaining the confidentiality of your employer account, passwords and usernames and all information in your billing account. Members may not share your password or other account access information with any other party, temporarily or permanently, and Member shall be responsible for all uses of your ZeZly.com registration and passwords, whether or not authorized by Member. You agree to immediately notify ZeZly of any unauthorized use of your employer account as the case may be. Notifications should be emailed to customerservice@zezly.com.

8. ZeZly's Liability

ZeZly.com acts as a venue for employers to post job opportunities and candidates to post resumes and Profiles and does not screen or censor the listings, including Profiles offered. ZeZly is not involved in the actual transaction between employers and candidates. As a result, ZeZly has no control over User Content, the quality, safety or legality of the jobs or resumes posted, the truth or accuracy of the listings, the ability of employers to offer job opportunities to candidates or the ability of candidates to fill job openings and ZeZly makes no representations about any jobs, resumes or User Content on ZeZly.com. ZeZly may take any action with respect to User Content that it deems necessary or appropriate in its sole discretion if it believes that such User Content could create liability for ZeZly, damage ZeZly's brand or public image, or cause ZeZly to lose (in whole or in part) the services of its ISPs or other suppliers. While ZeZly reserves the right in its sole discretion to remove User Content, job postings, resumes or other material from ZeZly.com from time to time, ZeZly does not assume any obligation to do so and disclaims any liability for failing to take any such action.

In addition, note that there are risks, including but not limited to the risk of physical harm, of dealing with strangers, foreign nationals, underage persons or people acting under false pretenses. You assume all risks associated with dealing with other Users with whom You come in contact through ZeZly.com and/or the other ZeZly Sites. By its very nature, other people's information may be offensive, harmful or inaccurate, and in some cases will be mislabeled or deceptively labeled. We expect that You will use caution and common sense when using ZeZly.com and/or the other ZeZly Sites.

Because User authentication on the Internet is difficult, ZeZly cannot and does not confirm that each User is who they claim to be. Because we do not and cannot be involved in User-to-User dealings or control the behavior of participants on any ZeZly Site, in the event that You have a dispute with one or more Users, You release ZeZly (and our agents and employees) from claims, demands and damages (actual and consequential and direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

If You are a California resident, You waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

The Zezly Sites and the Zezly Content may contain inaccuracies or typographical errors. Zezly makes no representations about the accuracy, reliability, completeness, or timeliness of any Zezly Site or the Zezly Content. The use of all Zezly Sites and the Zezly Content is at your own risk. Changes are periodically made to Zezly Sites and may be made at any time. You acknowledge and agree that You are solely responsible for the form, content and accuracy of any resume or material contained therein placed by You on the Zezly Sites. Employers are solely responsible for their postings on Zezly Sites. Zezly is not to be considered to be an employer with respect to your use of any Zezly Site and Zezly shall not be responsible for any employment decisions, for whatever reason, made by any entity posting jobs on any Zezly Site.

Zezly cannot guarantee and does not promise any specific results from use of Zezly.com or any Zezly Site. No advice or information, whether oral or written, obtained by a User or Member from Zezly or through or from Zezly.com or any other Zezly Site shall create any warranty not expressly stated herein.

9. Warranty Disclaimer

ZEZLY DOES NOT WARRANT THAT ANY ZEZLY SITE WILL OPERATE ERROR-FREE OR THAT ANY ZEZLY SITE AND ITS SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF ANY ZEZLY SITE OR THE ZEZLY CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, ZEZLY IS NOT RESPONSIBLE FOR THOSE COSTS. THE ZEZLY SITES AND ZEZLY CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. ZEZLY, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. ZEZLY MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE ZEZLY CONTENT, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS.

10. Limitation of Liability and Indemnity

ZEZLY'S LIABILITY MAXIMUM ARISING OUT OF OR IN CONNECTION WITH ANY ZEZLY SITE OR USE OF THE ZEZLY CONTENT, REGARDLESS OF THE CASE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED \$100 USD.

IN NO SUCH EVENT SHALL ZEZLY, ITS SUPPLIERS, OR ANY OTHER THIRD PARTIES MENTIONED ON ANY ZEZLY SITE BE LIABLE FOR ANY DAMAGES WHATSOEVER RESULTING FROM THE USE OR INABILITY TO USE ANY ZEZLY SITE OR ZEZLY CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ZEZLY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS ZEZLY, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY CLAIMS, ACTIONS OR DEMANDS, INCLUDING WITHOUT LIMITATION REASONABLE LEGAL AND ACCOUNTING FEES, ALLEGING OR RESULTING FROM (I) ANY CONTENT OR OTHER MATERIAL YOU PROVIDE TO ANY ZEZLY SITE, (II) YOUR USE OF ANY ZEZLY CONTENT, (III) YOUR BREACH OF THE TERMS OR THESE TERMS. ZEZLY SHALL PROVIDE NOTICE TO YOU PROMPTLY OF SUCH CLAIM, SUIT, OR PROCEEDING.

11. Compliance With Laws

You agree to comply with all applicable laws, statutes, ordinances, and regulations in connection with your use of the Site.

The Services may be subject to United States export controls and may not be accessed or used by: (1) a national or resident of Cuba, Sudan, North Korea, Iran, Syria, or any other country subject to United States embargo that makes provision of Services through this Site unlawful; or (2) any person or entity identified on the U.S. Treasury Department's list of Specially Designated Nationals or any other list that prohibits the provision of Services through this Site. You hereby agree to the foregoing and represent and warrant that you are not a national, resident or under the control of any such country or on any such list.

12. Dispute Resolution

Member and/or User agrees that any claim or controversy arising out of or relating to the use of the Site, the Services or the Content, or to any acts or omissions for which the Member may contend Zezly is liable, including but not limited to any claim or controversy ("Dispute"), shall be finally and exclusively settled by arbitration in Broward County, Florida. Such arbitration shall be held before one arbitrator under the commercial arbitration rules of the American Arbitration Association ("AAA") in force at that time. The arbitrator shall be selected pursuant to the AAA rules. In any arbitration, Zezly will pay the filing fee, plus the costs associated with the first day of arbitration, with the remaining costs of arbitration paid by the non-prevailing party. To begin the arbitration process, a party must make a written demand therefore. Any judgment upon the award rendered by the arbitrator may be entered only in a state or federal court located in Broward County, Florida, and Member agrees to submit to the jurisdiction of such court for that purpose. Member and/or User and Zezly agree that the arbitrator shall have limited authority to award damages such that the arbitrator shall not have the power to award damages in excess of those permitted under these Terms of Use and in no event more than actual compensatory damages. The agreement to arbitrate shall not be construed as an agreement or consolidation of arbitration under these Terms of Use with arbitration of disputes or claims of any non-party, regardless of the nature of the issues or disputes involved.

THESE TERMS OF USE PROVIDE THAT ALL DISPUTES BETWEEN THE MEMBER AND ZEZLY, INC. WILL BE RESOLVED BY BINDING ARBITRATION IN BROWARD COUNTY, FLORIDA. THE MEMBER THUS GIVES UP THE MEMBER'S RIGHT TO GO TO COURT TO ASSERT OR DEFEND THE MEMBER'S RIGHTS. THE MEMBER ALSO GIVES UP THE MEMBER'S RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS AND TO SERVE AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY IN CONNECTION WITH A DISPUTE. THE MEMBER'S RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY. THE MEMBER AND REALTYTRAC RETAIN THE RIGHT TO PURSUE INJUNCTIVE RELIEF IN COURT, AND AGREE TO SUBMIT EXCLUSIVELY TO THE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN BROWARD COUNTY, FLORIDA, FOR THAT PURPOSE.

You also acknowledge and understand that, with respect to any Dispute, in the event we incur attorney fees or expenses in connection with the collection of sums owed to us by you under these Terms of Use, we shall be entitled to recovery of those fees and expenses from you.

13. Other Terms

These Terms of Use shall be subject to and construed in accordance with the laws of the State of Florida, excluding its conflict or choice of laws principles. If any part of these Terms of Use 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 these Terms of Use shall continue in effect. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in arbitration, judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved.

