

International Association of Interviewers (IAI)
Universal Terms of Service Agreement
Last Revised: January 5, 2016

PLEASE READ THIS UNIVERSAL TERMS OF SERVICE AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

1. OVERVIEW

This Universal Terms of Service Agreement (this "Agreement") is entered into by and between International Association of Interviewers Corp. ("IAI"), located at 4932 Main Street, Downers Grove, IL 60515, and you, and is made effective as of the date of your use of this website ("Site") or the date of electronic acceptance. This Agreement sets forth the general terms and conditions of your use of the Site and the products and services purchased or accessed through this Site (individually and collectively, the "Services"), and is in addition to (not in lieu of) any specific terms and conditions that apply to the particular Services.

Whether you are simply browsing or using this Site or purchase Services, your use of this Site and your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement, along with the following policies and the applicable product agreements, which are incorporated herein by reference.

The terms "we", "us" or "our" shall refer to IAI. The terms "you", "your", "User", "Member" or "customer" shall refer to any individual or entity who accepts this Agreement, has access to your account or uses the Services. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

IAI may, in its sole and absolute discretion, change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Site. Your use of this Site or the Services after such changes or modifications have been made shall constitute your acceptance of this Agreement as last revised. If you do not agree to be bound by this Agreement as last revised, do not use (or continue to use) this Site or the Services. In addition, IAI may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your member account ("Account") information current. IAI assumes no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate email address.

2. ELIGIBILITY; AUTHORITY

This Site and the Services are available only to Users who can form legally binding contracts under applicable law. By using this Site or the Services, you represent and warrant that you are (i) at least eighteen (18) years of age, (ii) otherwise recognized as being able to form legally binding contracts under applicable law, and (iii) are not a person barred from purchasing or receiving the Services found under the laws of the United States or other applicable jurisdiction.

If you are entering into this Agreement on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to the terms and conditions contained in this Agreement, in which case the terms "you", "your", "User", Member" or "customer" shall refer to such corporate entity. If, after your electronic acceptance of this Agreement, IAI finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in this Agreement, including, but not limited to, the payment obligations. IAI shall not be liable for any loss or damage resulting from IAI's reliance on any instruction, notice, document or communication reasonably believed by IAI to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, IAI reserves the right (but undertakes no duty) to require additional authentication from you. You further agree to be bound by the terms of this Agreement for transactions entered into by you, anyone acting as your agent and anyone who uses your account or the Services, whether or not authorized by you.

3. ACCOUNTS; TRANSFER OF DATA ABROAD

Accounts. In order to access some of the features of this Site or use some of the Services, you will have to create an Account. You represent and warrant to IAI that all information you submit when you create your Account is accurate, current and complete, and that you will keep your Account information accurate, current and complete. If IAI has reason to believe that your Account information is untrue, inaccurate, out-of-date or incomplete, IAI reserves the right, in its sole and absolute discretion, to suspend or terminate your Account. You are solely responsible for the activity that occurs on your Account, whether authorized by you or not, and you must keep your Account information secure, including without limitation your Username/login ID, password, Payment Method(s) (as defined below), and/or any Member identifier. For security purposes, IAI recommends that you change your password at least once every six (6) months for each Account. You must notify IAI immediately of any breach of security or unauthorized use of your Account. IAI will not be liable for any loss you incur due to any unauthorized use of your Account. You, however, may be liable for any loss IAI or others incur caused by your Account, whether caused by you, or by an authorized person, or by an unauthorized person.

Transfer of Data Abroad. If you are visiting this Site from a country other than the country in which our servers are located, your communications with us may result in the transfer of information (including your Account information) across international boundaries. By visiting this Site and communicating electronically with us, you consent to such transfers.

4. AVAILABILITY OF WEBSITE/SERVICES

Subject to the terms and conditions of this Agreement and our other policies and procedures, we shall use commercially reasonable efforts to attempt to provide this Site and the Services on a twenty-four (24) hours a day, seven (7) days a week basis. You acknowledge and agree that from time to time this Site may be inaccessible or inoperable for any reason including, but not limited to, equipment malfunctions; periodic maintenance, repairs or replacements that we undertake from time to time; or causes beyond our reasonable control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You acknowledge and agree that we have no control over the availability of this Site or the Service on a continuous or uninterrupted basis, and that we assume no liability to you or any other party with regard thereto.

From time to time, IAI may offer new Services (limited preview services or new features to existing Services) in a pre-release version. New Services, new features to existing Services or limited preview services shall be known, individually and collectively, as "Beta Services". If you elect to use any Beta Services, then your use of the Beta Services is subject to the following terms and conditions: (i) You acknowledge and agree that the Beta Services are pre-release versions and may not work properly; (ii) You acknowledge and agree that your use of the Beta Services may expose you to unusual risks of operational failures; (iii) The Beta Services are provided as-is, so we do not recommend using them in production or mission critical environments; (iv) IAI reserves the right to modify, change, or discontinue any aspect of the Beta Services at any time; (v) Commercially released versions of the Beta Services may change substantially, and programs that use or run with the Beta Services may not work with the commercially released versions or subsequent releases; (vi) IAI may limit availability of customer service support time dedicated to support of the Beta Services; (vii) You acknowledge and agree to provide prompt feedback regarding your experience with the Beta Services in a form reasonably requested by us, including information necessary to enable us to duplicate errors or problems you experience. You acknowledge and agree that we may use your feedback for any purpose, including product development purposes. At our request you will provide us with comments that we may use publicly for press materials and marketing collateral. Any intellectual property inherent in your feedback or arising from your use of the Beta Services shall be owned exclusively by IAI; (viii) You

acknowledge and agree that all information regarding your use of the Beta Services, including your experience with and opinions regarding the Beta Services, is confidential, and may not be disclosed to a third party or used for any purpose other than providing feedback to IAI; (ix) The Beta Services are provided "as is", "as available", and "with all faults". To the fullest extent permitted by law, IAI disclaims any and all warranties, statutory, express or implied, with respect to the Beta Services including, but not limited to, any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

You acknowledge and agree that you have the necessary rights and permissions to share all information necessary to provide the Services with IAI. You acknowledge and agree that the Services may be provided by independent contractors or third party service providers.

All paid services are non-refundable.

5. GENERAL RULES OF CONDUCT

You acknowledge and agree that:

1. Your use of this Site and the Services , including any content you submit, will comply with this Agreement and all applicable local, state, national and international laws, rules and regulations.
2. You will not collect or harvest (or permit anyone else to collect or harvest) any User Content (as defined below) or any non-public or personally identifiable information about another User or any other person or entity without their express prior written consent.
3. You will not use this Site or the Services in a manner (as determined by IAI in its sole and absolute discretion) that:
 - Is illegal, or promotes or encourages illegal activity;
 - Promotes, encourages or engages in child pornography or the exploitation of children;
 - Promotes, encourages or engages in terrorism, violence against people, animals, or property;
 - Promotes, encourages or engages in any spam or other unsolicited bulk email, or computer or network hacking or cracking;
 - Violates the Ryan Haight Online Pharmacy Consumer Protection Act of 2008 or similar legislation, or promotes, encourages or engages in the sale or distribution of prescription medication without a valid prescription;
 - Infringes on the intellectual property rights of another User or any other person or entity;

- Violates the privacy or publicity rights of another User or any other person or entity, or breaches any duty of confidentiality that you owe to another User or any other person or entity;
 - Interferes with the operation of this Site or the Services found at this Site;
 - Contains or installs any viruses, worms, bugs, Trojan horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware; or
 - Contains false or deceptive language, or unsubstantiated or comparative claims, regarding IAI or IAI's Services.
4. You will not copy or distribute in any medium any part of this Site or the Services, except where expressly authorized by IAI.
 5. You will not modify or alter any part of this Site or the Services found at this Site or any of its related technologies.
 6. You will not access IAI Content (as defined below) or User Content through any technology or means other than through this Site itself, or as IAI may designate.
 7. You agree to back-up all of your User Content so that you can access and use it when needed. IAI does not warrant that it backs-up any Account or User Content, and you agree to accept as a risk the loss of any and all of your User Content.
 8. You will not re-sell or provide the Services for a commercial purpose, including any of IAI's related technologies, without IAI's express prior written consent.
 9. You agree to provide government-issued photo identification and/or government-issued business identification as required for verification of identity when requested.
 10. You are aware that IAI may from time-to-time call you about your account, and that, for the purposes of any and all such call(s), you do not have any reasonable expectation of privacy during those calls; indeed you hereby consent to allow IAI, in its sole discretion, to record the entirety of such calls regardless of whether IAI asks you on any particular call for consent to record such call. You further acknowledge and agree that, to the extent permitted by applicable law, any such recording(s) may be submitted as evidence in any legal proceeding in which IAI is a party.

IAI reserves the right to modify, change, or discontinue any aspect of this Site or the Services, including without limitation prices and fees for the same, at any time.

6. YOUR USE OF IAI CONTENT AND USER CONTENT

In addition to the general rules above, the provisions in this Section apply specifically to your use of IAI Content and User Content posted to IAI's corporate websites (i.e., those sites which IAI directly controls or maintains). The applicable provisions are not intended to and do not have the effect of transferring any ownership or licensed rights

(including intellectual property rights) you may have in content posted to your hosted websites.

IAI Content. Except for User Content, the content on this Site and the Services, including without limitation the text, software, scripts, source code, API, graphics, photos, sounds, music, videos and interactive features and the trademarks, service marks and logos contained therein ("IAI Content"), are owned by or licensed to IAI in perpetuity, and are subject to copyright, trademark, and/or patent protection in the United States and foreign countries, and other intellectual property rights under United States and foreign laws. IAI Content is provided to you "as is", "as available" and "with all faults" for your information and personal, non-commercial use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purposes whatsoever without the express prior written consent of IAI. No right or license under any copyright, trademark, patent, or other proprietary right or license is granted by this Agreement. IAI reserves all rights not expressly granted in and to the IAI Content, this Site and the Services, and this Agreement do not transfer ownership of any of these rights.

User Content. Some of the features of this Site or the Services may allow Users to view, post, publish, share, store, or manage (a) ideas, opinions, recommendations, or advice ("User Submissions"), or (b) literary, artistic, musical, or other content, including but not limited to photos and videos (together with User Submissions, "User Content"). User Content includes all content submitted through your Account. By posting or publishing User Content to this Site or to the Services, you represent and warrant to IAI that (i) you have all necessary rights to distribute User Content via this Site or via the Services, either because you are the author of the User Content and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of the User Content, and (ii) the User Content does not violate the rights of any third party.

Security. You agree not to circumvent, disable or otherwise interfere with the security-related features of this Site or the Services found at this Site (including without limitation those features that prevent or restrict use or copying of any IAI Content or User Content) or enforce limitations on the use of this Site or the Services found at this Site, the IAI Content or the User Content therein.

7. IAI'S USE OF USER CONTENT

The provisions in this Section apply specifically to IAI's use of User Content posted to IAI's corporate websites (i.e., those sites which IAI directly controls or maintains). The applicable provisions are not intended to and do not have the effect of transferring any

ownership or licensed rights (including intellectual property rights) you may have in content posted to your hosted websites.

Generally. You shall be solely responsible for any and all of your User Content or User Content that is submitted through your Account, and the consequences of, and requirements for, distributing it.

With Respect to User Submissions. You acknowledge and agree that:

1. Your User Submissions are entirely voluntary.
2. Your User Submissions do not establish a confidential relationship or obligate IAI to treat your User Submissions as confidential or secret.
3. IAI has no obligation, either express or implied, to develop or use your User Submissions, and no compensation is due to you or to anyone else for any intentional or unintentional use of your User Submissions.
4. IAI may be working on the same or similar content, it may already know of such content from other sources, it may simply wish to develop this (or similar) content on its own, or it may have taken / will take some other action.

IAI shall own exclusive rights (including all intellectual property and other proprietary rights) to any User Submissions posted to this Site, and shall be entitled to the unrestricted use and dissemination of any User Submissions posted to this Site for any purpose, commercial or otherwise, without acknowledgment or compensation to you or to anyone else.

With Respect to User Content (Other Than User Submissions).

By posting or publishing User Content to this Site or through the Services, you authorize IAI to use the intellectual property and other proprietary rights in and to your User Content to enable inclusion and use of the User Content in the manner contemplated by this Site and this Agreement. You hereby grant IAI a worldwide, non-exclusive, royalty-free, sublicensable (through multiple tiers), and transferable license to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content in connection with this Site, the Services and IAI's (and IAI's affiliates') business(es), including without limitation for promoting and redistributing all or part of this Site in any media formats and through any media channels without restrictions of any kind and without payment or other consideration of any kind, or permission or notification, to you or any third party. You also hereby grant each User of this Site a non-exclusive license to access your User Content (with the exception of User Content that you designate "private" or "password protected") through this Site, and to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content as permitted

through the functionality of this Site and under this Agreement. The above licenses granted by you in your User Content terminate within a commercially reasonable time after you remove or delete your User Content from this Site. You understand and agree, however, that IAI may retain (but not distribute, display, or perform) server copies of your User Content that have been removed or deleted. The above licenses granted by you in your User Content are perpetual and irrevocable. Notwithstanding anything to the contrary contained herein, IAI shall not use any User Content that has been designated "private" or "password protected" by you for the purpose of promoting this Site or IAI's (or IAI's affiliates') business(es).

8. PRODUCT CREDITS

In the event you are provided with a product credit ("Credit"), whether for redemption of the purchase of a specific product or for free with the purchase of another product ("Purchased Product or Service"), you acknowledge and agree that such Credit is only valid for one (1) year and is only available with a valid purchase and may be terminated in the event the product purchased is deleted, cancelled, transferred or not renewed. The Credit will expire one (1) year from date of purchase of the Purchased Product or Service if the Credit has not been redeemed. In the event that the Credit is redeemed, after the initial subscription period, the product will automatically renew at the then-current renewal price until cancelled. If you wish to cancel the automatic renewal of the product, you may do so by visiting your Account and turning off the auto-renewal feature, or by contacting customer service. In the event your Purchased Product or Service includes an annual Membership to IAI. If you cancel the Purchased Product or Service, the list price for the Membership will be deducted from the refund amount. The list price is the price of the Membership listed on IAI's website and is not subject to any promotion, discount, or other reduction in price. For Credits issued for your Membership, you acknowledge and agree that we may swap your Credit for a similar product or service, in our sole discretion.

9. MONITORING OF CONTENT; ACCOUNT TERMINATION POLICY

IAI generally does not pre-screen User Content (whether posted to a website hosted by IAI or posted to this Site). However, IAI reserves the right (but undertakes no duty) to do so and decide whether any item of User Content is appropriate and/or complies with this Agreement. IAI may remove any item of User Content (whether posted to a website hosted by IAI or posted to this Site) and/or terminate a User's access to this Site or the Services found at this Site for posting or publishing any material in violation of this Agreement, or for otherwise violating this Agreement (as determined by IAI in its sole and absolute discretion), at any time and without prior notice. IAI may also terminate a User's access to this Site or the Services found at this Site if IAI has reason to believe the User is a repeat offender. If IAI terminates your access to this Site or the Services found

at this Site, IAI may, in its sole and absolute discretion, remove and destroy any data and files stored by you on its servers.

10. ADDITIONAL RESERVATION OF RIGHTS

IAI expressly reserves the right to deny, cancel, terminate, suspend, lock, or modify access to (or control of) any Account or Services (including the right to cancel or transfer any service registration) for any reason (as determined by IAI in its sole and absolute discretion), including but not limited to the following: (i) to correct mistakes made by IAI in offering or delivering any Services (including any Membership registration), (ii) to protect the integrity and stability of, and correct mistakes made by, any IAI employee or designate regarding your Membership (iii) to assist with our fraud and abuse detection and prevention efforts, (iv) to comply with court orders against you and/or your provided Membership information and applicable local, state, national and international laws, rules and regulations, (v) to comply with requests of law enforcement, including subpoena requests, (vi) to comply with any dispute resolution process, (vii) to defend any legal action or threatened legal action without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit, or (viii) to avoid any civil or criminal liability on the part of IAI, its officers, directors, employees and agents, as well as IAI's affiliates, including, but not limited to, instances where you have sued or threatened to sue IAI.

IAI expressly reserves the right to review every Account for excessive space and bandwidth utilization, and to terminate or apply additional fees to those Accounts that exceed allowed levels.

IAI expressly reserves the right to terminate, without notice to you, any and all Services where, in IAI's sole discretion, you are harassing or threatening IAI and/or any of IAI's employees.

11. NO SPAM; LIQUIDATED DAMAGES

No Spam. We do not tolerate the transmission of spam. We monitor all traffic to and from our web servers for indications of spamming and maintain a spam abuse complaint center to register allegations of spam abuse. Customers suspected to be using our products and services for the purpose of sending spam are fully investigated. If we determine there is a problem with spam, we will take the appropriate action to resolve the situation.

We define spam as the sending of Unsolicited Commercial Email (UCE), Unsolicited Bulk Email (UBE) or Unsolicited Facsimiles (Fax), which is email or facsimile sent to recipients as an advertisement or otherwise, without first obtaining prior confirmed consent to receive these communications. This can include, but is not limited to, the following:

- i. Email Messages
- ii. Newsgroup postings
- iii. Windows system messages
- iv. Pop-up messages (aka "adware" or "spyware" messages)
- v. Instant messages (using AOL, MSN, Yahoo or other instant messenger programs)
- vi. Online chat room advertisements
- vii. Guestbook or Website Forum postings
- viii. Facsimile Solicitations
- ix. Text/SMS Messages

We will not allow our servers and services to be used for the purposes described above. In order to use our products and services, you must not only abide by all applicable laws and regulations, which include the Can-Spam Act of 2003 and the Telephone Consumer Protection Act, but you must also abide by this no spam policy. Commercial advertising and/or bulk emails or faxes may only be sent to recipients who have "opted-in" to receive messages. They must include a legitimate return address and reply-to address, the sender's physical address, and an opt-out method in the footer of the email or fax. Upon request by us, conclusive proof of opt-in may be required for an email address or fax number.

If we determine the services in question are being used in association with spam, we will re-direct, suspend, or cancel any Membership, other applicable services for a period of no less than two (2) days. The registrant or customer will be required to respond by email to us stating that they will cease to send spam and/or have spam sent on their behalf. We will require a non-refundable reactivation fee to be paid before the site, email boxes and/or services are reactivated. In the event we determine the abuse has not stopped after services have been restored the first time, we may terminate the Membership in question.

Liquidated Damages. You agree that we may immediately terminate any Account which we believe, in our sole and absolute discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email. In addition, if actual damages cannot be reasonably calculated then you agree to pay us liquidated damages in the amount of \$1.00 for each piece of spam or unsolicited bulk email transmitted from or otherwise connected with your Account.

12. TRADEMARK AND/OR COPYRIGHT CLAIMS

IAI supports the protection of intellectual property. If you would like to submit (i) a trademark claim for violation of a mark on which you hold a valid, registered trademark or service mark, or (ii) a copyright claim for material on which you hold a bona fide copyright, please contact IAI.

13. LINKS TO THIRD-PARTY WEBSITES

This Site and the Services found at this Site may contain links to third-party websites that are not owned or controlled by IAI. IAI assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third-party websites. In addition, IAI does not censor or edit the content of any third-party websites. By using this Site or the Services found at this Site, you expressly release IAI from any and all liability arising from your use of any third-party website. Accordingly, IAI encourages you to be aware when you leave this Site or the Services found at this Site and to review the terms and conditions, privacy policies, and other governing documents of each other website that you may visit.

14. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THIS SITE AND THE SERVICES FOUND AT THIS SITE SHALL BE AT YOUR OWN RISK AND THAT THIS SITE AND THE SERVICES FOUND AT THIS SITE ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS". IAI, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IAI, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND/OR (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, AND IAI ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE SAME.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY IAI, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS (INCLUDING WITHOUT LIMITATION ITS CALL CENTER OR CUSTOMER SERVICE REPRESENTATIVES), AND THIRD PARTY SERVICE PROVIDERS WILL (I) CONSTITUTE LEGAL OR FINANCIAL ADVICE OR (II) CREATE A WARRANTY OF ANY KIND WITH RESPECT TO THIS SITE OR THE SERVICES FOUND AT THIS SITE, AND USERS SHOULD NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

15. LIMITATION OF LIABILITY

IN NO EVENT SHALL IAI, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ALL THIRD PARTY SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY THAT MAY RESULT FROM (I) THE ACCURACY, COMPLETENESS, OR CONTENT OF THIS SITE, (II) THE ACCURACY, COMPLETENESS, OR CONTENT OF ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (III) THE SERVICES FOUND AT THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, (V) THIRD-PARTY CONDUCT OF ANY NATURE WHATSOEVER, (VI) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL CONTENT, PERSONAL INFORMATION, FINANCIAL INFORMATION OR OTHER INFORMATION AND DATA STORED THEREIN, (VII) ANY INTERRUPTION OR CESSATION OF SERVICES TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (VIII) ANY VIRUSES, WORMS, BUGS, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR FROM THIS SITE OR ANY SITES LINKED (THROUGH HYPERLINKS, BANNER ADVERTISING OR OTHERWISE) TO THIS SITE, (IX) ANY USER CONTENT OR CONTENT THAT IS DEFAMATORY, HARASSING, ABUSIVE, HARMFUL TO MINORS OR ANY PROTECTED CLASS, PORNOGRAPHIC, "X-RATED", OBSCENE OR OTHERWISE OBJECTIONABLE, AND/OR (X) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT IAI IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS SITE OR THE SERVICES FOUND AT THIS SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

IN ADDITION, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL IAI'S TOTAL AGGREGATE LIABILITY EXCEED \$10,000.00 U.S. DOLLARS.

THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THIS SITE OR THE SERVICES FOUND AT THIS SITE.

16. INDEMNITY

You agree to protect, defend, indemnify and hold harmless IAI and its officers, directors, employees, agents, and third party service providers from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by IAI directly or indirectly arising from (i) your use of and access to this Site or the Services found at this Site; (ii) your violation of any provision of this Agreement or the policies or agreements which are incorporated herein; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

17. DISCONTINUED SERVICES; END OF LIFE POLICY

IAI reserves the right to cease offering or providing any of the Services at any time, for any or no reason, and without prior notice. Although IAI makes great effort to maximize the lifespan of all its Services, there are times when a Service we offer will be discontinued or reach its End-of-Life ("EOL"). If that is the case, that product or service will no longer be supported by IAI, in any way, effective on the EOL date.

Notice and Migration. In the event that any Service we offer has reached or will reach EOL, we will attempt to notify you thirty or more days in advance of the EOL date. It is your responsibility to take all necessary steps to replace the Service by migrating to a new Service before the EOL date, or by entirely ceasing reliance on said Service before the EOL date. In either case, IAI will either offer a comparable Service for you to migrate to for the remainder of the term of your purchase, a prorated in-store credit, or a prorated refund, to be determined by IAI in its sole and absolute discretion. IAI may, with or without notice to you, migrate you to the most up-to-date version of the Service, if available. You agree to take full responsibility for any and all loss or damage arising from any such migration.

No Liability. IAI will not be liable to you or any third party for any modification, suspension, or discontinuance of any of the Services we may offer or facilitate access to.

18. FEES AND PAYMENTS

You acknowledge and agree that your Payment Method may be charged on an annual auto-renewal program. If, during your purchase, your payment was identified as being processed in the United States, your transaction will be processed by Payeezy Gateway.

(A) GENERAL TERMS, INCLUDING AUTOMATIC RENEWAL TERMS

You agree to pay any and all prices and fees due for Services purchased or obtained at this Site at the time you order the Services. All prices and fees are non-refundable unless otherwise expressly noted in the Refund Policy section below, even if your Services are suspended, terminated, or transferred prior to the end of the Services term. IAI expressly reserves the right to change or modify its prices and fees at any time, and such changes or modifications shall be posted online at this Site and effective immediately without need for further notice to you. If you have purchased or obtained Services for a period of months or years, changes or modifications in prices and fees shall be effective when the Services in question come up for renewal as further described below.

Except as prohibited in any product-specific agreement, you may pay for Services by utilizing any of the following "Payment Methods": (i) by providing a valid credit card (VISA, MasterCard, Discover or American Express, or (ii) by providing a valid debit card. Confirmation of that order will be sent to the email address on file for your Account. Your Payment Method on file must be kept valid if you have any active Services in your Account.

You acknowledge and agree that where refunds are issued to your Payment Method, IAI's issuance of a refund receipt is only confirmation that IAI has submitted your refund to the Payment Method charged at the time of the original sale, and that IAI has absolutely no control over when the refund will be applied towards your Payment Method's available balance. You further acknowledge and agree that the payment provider and/or individual issuing bank associated with your Payment Method establish and regulate the time frames for posting your refund, and that such refund posting time frames may range from five (5) business days to a full billing cycle, or longer.

In the event a refund is issued to your Payment Method and the payment provider, payment processor or individual issuing bank associated with your Payment Method imposes any limitations on refunds, including but not limited to, limitations as to the timing of the refund or the number of refunds allowed, then IAI, in its sole and absolute discretion, reserves the right to issue the refund either (i) in the form of an in-store credit; or (ii) via issuance of a IAI check, which will be sent to the mailing address on file for your Account. IAI also has the right, but not the obligation, to offer an in-store credit for customers seeking refunds, even if there are no limitations on refunds imposed by the Payment Method. For the avoidance of doubt, any and all refunds

processed via the issuance of either in-store credits or a IAI check are solely within IAI's discretion and are not available at customer request.

If you are being billed on a monthly basis, your monthly billing date will be based on the date of the month you purchased the Services unless that date falls after the 28th of the month, in which case your billing date will be the 28th of each month.

IN ORDER TO ENSURE THAT YOU DO NOT EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICES, MOST SERVICES OFFER AN AUTOMATIC RENEWAL OPTION. THE AUTOMATIC RENEWAL OPTION AUTOMATICALLY RENEWS THE APPLICABLE SERVICE FOR A RENEWAL PERIOD EQUAL IN TIME TO THE MOST RECENT SERVICE PERIOD, EXCEPT FOR MEMBERSHIPS WHICH WILL RENEW FOR THE ORIGINAL SERVICE PERIOD. FOR EXAMPLE, FOR MEMBERSHIPS, IF YOUR LAST SERVICE PERIOD IS FOR ONE YEAR, YOUR RENEWAL PERIOD WILL BE FOR ONE YEAR. THE SERVICE THAT OFFERS AN AUTOMATIC RENEWAL OPTION (MEMBERSHIPS), IS TREATED AS THE DEFAULT SETTING. THEREFORE, UNLESS YOU CANCEL THE AUTOMATIC RENEWAL OPTION IN WRITING WITHIN 30 DAYS OF THE RENEWAL DATE, IAI WILL AUTOMATICALLY RENEW THE APPLICABLE SERVICE WHEN IT COMES UP FOR RENEWAL AND WILL TAKE PAYMENT FROM THE PAYMENT METHOD YOU HAVE ON FILE WITH IAI AT IAI'S THEN CURRENT RATES, WHICH YOU ACKNOWLEDGE AND AGREE MAY BE HIGHER OR LOWER THAN THE RATES FOR THE ORIGINAL SERVICE PERIOD. FOR EXAMPLE, IF YOUR MEMBERSHIP IS SCHEDULED TO END ON OCTOBER 1 OF ANY YEAR, YOU WOULD NEED TO NOTIFY IAI ON OR BEFORE SEPTEMBER 1 OF THAT SAME YEAR IF YOU WISH TO CANCEL YOUR AUTOMATIC RENEWAL. IN ORDER TO SEE THE RENEWAL SETTINGS APPLICABLE TO YOU AND YOUR SERVICES, SIMPLY LOG INTO YOUR ACCOUNT ON THIS SITE. YOU MAY ENABLE OR DISABLE THE AUTOMATIC RENEWAL OPTION AT ANY TIME THROUGH WRITTEN REQUEST TO IAI. HOWEVER, SHOULD YOU ELECT TO DISABLE THE AUTOMATIC RENEWAL OPTION AND FAIL TO MANUALLY RENEW YOUR SERVICES BEFORE THEY EXPIRE, YOU MAY EXPERIENCE AN INTERRUPTION OR LOSS OF SERVICES, AND IAI

SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY REGARDING THE SAME.

IN ADDITION, IAI MAY PARTICIPATE IN "RECURRING BILLING PROGRAMS" OR "ACCOUNT UPDATER SERVICES" SUPPORTED BY YOUR CREDIT CARD PROVIDER (AND ULTIMATELY DEPENDENT ON YOUR BANK'S PARTICIPATION). IF YOU ARE ENROLLED IN AN AUTOMATIC RENEWAL OPTION AND WE ARE UNABLE TO SUCCESSFULLY CHARGE YOUR EXISTING PAYMENT METHOD, YOUR CREDIT CARD PROVIDER (OR YOUR BANK) MAY NOTIFY US OF UPDATES TO YOUR CREDIT CARD NUMBER AND/OR EXPIRATION DATE, OR THEY MAY AUTOMATICALLY CHARGE YOUR NEW CREDIT CARD ON OUR BEHALF WITHOUT NOTIFICATION TO US. IN ACCORDANCE WITH RECURRING BILLING PROGRAM REQUIREMENTS, IN THE EVENT THAT WE ARE NOTIFIED OF AN UPDATE TO YOUR CREDIT CARD NUMBER AND/OR EXPIRATION DATE, IAI WILL AUTOMATICALLY UPDATE YOUR PAYMENT PROFILE ON YOUR BEHALF. IAI MAKES NO GUARANTEES THAT WE WILL REQUEST OR RECEIVE UPDATED CREDIT CARD INFORMATION. YOU ACKNOWLEDGE AND AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO MODIFY AND MAINTAIN YOUR ACCOUNT SETTINGS, INCLUDING BUT NOT LIMITED TO (I) SETTING YOUR RENEWAL OPTIONS AND (II) ENSURING YOUR ASSOCIATED PAYMENT METHOD(S) ARE CURRENT AND VALID. FURTHER, YOU ACKNOWLEDGE AND AGREE THAT YOUR FAILURE TO DO SO, MAY RESULT IN THE INTERRUPTION OR LOSS OF SERVICES, AND IAI SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY REGARDING THE SAME.

If for any reason IAI is unable to charge your Payment Method for the full amount owed for the Services provided, or if IAI receives notification of a chargeback, reversal, payment dispute, or is charged a penalty for any fee it previously charged to your Payment Method, you agree that IAI may pursue all available lawful remedies in order to obtain payment, including but not limited to, immediate cancellation, without notice to you, of any Memberships or Services registered or renewed on your behalf. IAI also reserves the right to charge you reasonable "administrative fees" or "processing fees" for (i) tasks IAI may perform outside the normal scope of its Services, (ii) additional time and/or costs IAI may incur in providing its Services, and/or (iii) your noncompliance with

this Agreement (as determined by IAI in its sole and absolute discretion). Typical administrative or processing fee scenarios include, but are not limited to (i) customer service issues that require additional personal time or attention; (ii) and/or disputes that require accounting or legal services, whether performed by IAI staff or by outside firms retained by IAI; (iii) recouping any and all costs and fees, including the cost of Services, incurred by IAI as the results of chargebacks or other payment disputes brought by you, your bank or Payment Method processor. These administrative fees or processing fees will be billed to the Payment Method you have on file with IAI.

IAI may offer product-level pricing in various currencies; however, transaction processing is supported only in U.S. dollars and a select number of the currency options displayed on this Site ("Supported Currency" or "Supported Currencies"). If the currency selected is a Supported Currency, then the transaction will be processed in the Supported Currency and the pricing displayed during the checkout process will be the actual amount processed and submitted to your bank for payment. If the currency selected is not a Supported Currency, then the transaction will be processed in U.S. dollars and the pricing displayed during the checkout process will be an estimated conversion price at the time of purchase. In either case (whether the currency selected is a Supported Currency or not), if the transaction is processed in a currency that differs from the currency of your bank account, you may be charged exchange rate conversion fees by your bank. In addition, due to time differences between (i) the time you complete the checkout process, (ii) the time the transaction is processed, and (iii) the time the transaction posts to your bank statement, the conversion rates may fluctuate, and IAI makes no representations or warranties that (a) the amount submitted to your bank for payment will be the same as the amount posted to your bank statement (in the case of a Supported Currency) or (b) the estimated conversion price will be the same as either the amount processed or the amount posted to your bank statement (in the case of a non-Supported Currency), and you agree to waive any and all claims based upon such discrepancies (including any and all claims for a refund based on the foregoing). In addition, regardless of the selected currency, you acknowledge and agree that you may be charged Value Added Tax ("VAT"), Goods and Services Tax ("GST"), or other localized fees and/or taxes, based on your bank and/or the country indicated in your billing address section.

Refund Policy: Products and Services available for refunds only when errors are made by IAI. For refunds requested after the Refund Period, IAI will make a determination based on any extenuating circumstances you submit for consideration. If a refund is issued at the discretion of IAI, unused time will be calculated as the number of months remaining on the purchase term excluding the month in which the refund is requested. In the event you purchase a product or service that includes a free item, promotion or a discount, if you cancel the product, the list price for the Membership will be deducted from the refund amount. The list price is the price of the Membership

listed on IAI's website and is not subject to any promotion, discount, or other reduction in price.

Annual Plans: Any product purchased for 1 year or greater will be considered an annual plan under the terms of this policy. Within forty five (15) days, you may provide a written request for a full refund of the purchase price of the product or service, if extenuating circumstances have caused your request. Should IAI honor your request for a full or partial refund, any unused time will be pro-rated based on the date of original purchase and, for renewals, the anniversary date of the original purchase date of the product (this is referred to as the Service Date).

In no event will you be eligible for more than one refund of the same product.

1. UNCLAIMED PROPERTY

Please be advised that if a customer has an outstanding account balance (a credit positive balance) for three (3) years or more for any reason, and (i) IAI is unable to issue payment to such customer or (ii) IAI issued payment to such customer in the form of a paper check, but the check was never cashed, then IAI shall turn over such account balance to the State in accordance with Illinois state law. You acknowledge and agree that in either case (i) or (ii) above, IAI may withhold a dormancy charge in an amount equal to the lesser of \$15.00 or the total outstanding account balance associated with such customer.

2. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

3. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

4. U.S. EXPORT LAWS

This Site and the Services found at this Site are subject to the export laws, restrictions, regulations and administrative acts of the United States Department of Commerce, Department of Treasury Office of Foreign Assets Control ("OFAC"), State Department, and other United States authorities (collectively, "U.S. Export Laws"). Users shall not use the Services found at this Site to collect, store or transmit any technical information or data that is controlled under U.S. Export Laws. Users shall not export or re-export, or allow the export or re-export of, the Services found at this Site in violation of any U.S. Export Laws. None of the Services found at this Site may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any country with which the United States has embargoed trade; or (ii) to anyone on the U.S. Treasury

Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List, or any other denied parties lists under U.S. Export Laws. By using this Site and the Services found at this Site, you agree to the foregoing and represent and warrant that you are not a national or resident of, located in, or under the control of, any restricted country; and you are not on any denied parties list; and you agree to comply with all U.S. Export Laws (including "anti-boycott", "deemed export" and "deemed re-export" regulations). If you access this Site or the Services found at this Site from other countries or jurisdictions, you do so on your own initiative and you are responsible for compliance with the local laws of that jurisdiction, if and to the extent those local laws are applicable and do not conflict with U.S. Export Laws. If such laws conflict with U.S. Export Laws, you shall not access this Site or the Services found at this Site. The obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

5. FOR INDIA RESIDENTS ONLY

You expressly agree that: (i) IAI (or its service provider) may contact you by phone in order to resolve your complaint or dispute, or your current service or billing issue; and (ii) in order to resolve such complaint, dispute or issue, IAI may use and may disclose to its service provider the following information: call recordings, customer name, phone number(s) and contact preferences, tenure of your relationship with IAI, products used, and information about the nature of your complaint, dispute, or service issue.

6. COMPLIANCE WITH LOCAL LAWS

IAI makes no representation or warranty that the content available on this Site or the Services found at this Site are appropriate in every country or jurisdiction, and access to this Site or the Services found at this Site from countries or jurisdictions where its content is illegal is prohibited. Users who choose to access this Site or the Services found at this Site are responsible for compliance with all local laws, rules and regulations.

7. GOVERNING LAW; JURISDICTION; VENUE; WAIVER OF TRIAL BY JURY

Disputes regarding this Agreement shall be governed by and construed in accordance with the federal law of the United States and the state law of Illinois, whichever is applicable, without regard to conflict of laws principles. You agree that any action relating to or arising out of this Agreement shall be brought in the state or federal courts of DuPage County, Illinois, and you hereby consent to (and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to) jurisdiction and venue in the state and federal courts of DuPage County, Illinois. You agree to waive the right to trial by jury in any action or proceeding that takes place relating to or arising out of this Agreement.

8. TITLES AND HEADINGS; INDEPENDENT COVENANTS; SEVERABILITY

The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in this Agreement shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

9. CONTACT INFORMATION

If you have any questions about this Agreement, please contact us by email or regular mail at the following address:

International Association of Interviewers (IAI)
4932 Main Street, Downers Grove, IL 60515
dsadowsky@W-Z.com

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