

The following terms represent a binding agreement between you, the user, and thejobfair.com.

1. ENTIRE AGREEMENT:

This Agreement, as amended from time to time, including the terms of use, constitute the entire agreement between the parties, and all prior or other agreements or representations, written or oral, are superseded.

- 1) thejobfair.com reserves the right to modify the terms and conditions of this agreement or provide additional usage requirements in its sole discretion at any time by posting a revised version hereof. Your continued use of the site after the revised changes constitutes your acceptance to the revisions.
- 2) Usage of thejobfair.com including registering, searching or posting jobs, and searching or posting resumes, implies acceptance of these terms and conditions.

2. LIABILITY:

We assume no liability or responsibility for the content submitted by the users of this site. thejobfair.com is not responsible for the accuracy of posted jobs and or posted resumes.

- 1) Advertisers and Users of thejobfair.com retain the sole responsibility for content of adverts and resumes and all applicable laws, regulations and standards.
- 2) All employers, recruiters, agencies and job seekers posting adverts or resumes on this site must adhere to commonsense business ethics. This includes: No obscene, discriminating, libelous, defamatory, sexually explicit, misleading or false information.
- 3) thejobfair.com is not a placement agency or recruiting firm and we do not guarantee that jobs or resumes posted will result in candidates being contacted or hired or jobs filled.
- 4) All contents on this site, including the job and resume database, are the sole property of thejobfair.com.
- 5) The unauthorized use of spiders, robots, or any other such device to navigate or search any area of this website is prohibited.
- 6) thejobfair.com reserves the right to suspend the services of this site to any individual for any reason and without a refund.

3. COPYRIGHT:

All site Content, including logos, text, graphics, software, animation, Search Engine and Databases are the sole property of thejobfair.com, and are protected by U. S. and International copyright laws. You may not reproduce, modify, display, distribute or sell the content. This also applies to HTML code used to generate Web

pages on thejobfair.com.

4. NO WARRANTIES:

The site is provided by thejobfair.com on an 'As Is' basis. thejobfair.com makes no warranties, express or implied, including the warranties of merchant ability, fitness, for a particular purpose, or non-infringement with respect to its services or the site, or the functionality, performance, content or results of use thereof.

5. PRIVACY:

thejobfair.com is committed to protect the privacy of our users. We use our best efforts to ensure that any information you provide will remain private and confidential. thejobfair.com is not responsible for any action that an employer may take should they find an employee's resume in the resume database. thejobfair.com obtains personal information from Job Seekers, Companies and Recruiters on a voluntary basis only. The information allows us to store resumes and jobs in our secure database. The user decides which information to display.

WE DO NOT SELL OR GIVE AWAY USER'S PERSONAL INFORMATION.

6. GOVERNING LAW AND JURISDICTION:

The provisions of this Agreement and the legal relations between the parties arising out of this Agreement will be governed and construed in accordance with the laws of the State of Georgia. Guarantor hereby irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction located in the County of Barrow, State of Georgia in any action arising out of or relating to this Agreement and you hereby irrevocably and unconditionally agree that all claims with respect to such action or proceeding may only be heard in a court located in the County of Barrow, State of Georgia. You and thejobfair.com hereto irrevocably and unconditionally waive any forum non-convenient objection that either of them may have to suit arising out of or relating to this Agreement being venued in the County of Barrow, State of Georgia.

7. LIMITATION OF LIABILITY:

Any liability of thejobfair.com under this Agreement, whether to you or any other party, whatever the basis of the liability, shall not exceed \$100.00 for any transaction out of which the liability arose or occurred. Neither thejobfair.com nor their agents, officers, directors or employees shall be liable for indirect, special or consequential damages.

8. Links to Other Websites: To the extent that the thejobfair.com website contains links to outside services and resources, thejobfair.com does not control the availability and content of those outside services and resources. Any concerns regarding any such service or resource, or any link thereto, should be directed to the particular service or resource. Any reference made by the thejobfair.com website to any specific commercial product, process, or service (or provider of such product, process or service) by trade name, trademark, hyperlink, or otherwise, does not constitute or imply an endorsement, recommendation, or favoring by

thejobfair.com. Content on the thejobfair.com website may be provided by third parties and users. Any opinions, advice, statements, services, offers or other information expressed or made available by third parties, including information providers, users or others, are those of the respective author(s) or distributor(s) and do not necessarily state or reflect those of thejobfair.com.

9. JOB POSTING DISCLAIMER: We don't knowingly accept advertisements regarding employment that are not bona fide job offers. We also do not knowingly accept advertisements that discriminate or intend to discriminate on any illegal basis, or that are otherwise illegal. If you think that an advertisement posted on this service discriminates on any illegal basis, or is otherwise illegal, please contact us at 678-889-7567 or write to us at: PO Box 1512 Winder, GA 30680

*****We encourage you to investigate fully and understand all aspects of any employment opportunity you are considering. Some positions may require an investment or purchase on consignment on your part, or may involve your recruiting others. Positions are often paid by draw, commission or bonus instead of salary. We strongly encourage you to investigate fully and understand all aspects of any employment opportunity you are considering*****

EMPLOYERS / RECRUITERS / AGENCIES

1. RESUME SEARCH POLICIES:

1) All subscribers to the Resume Search must be bona-fide Employers and/or Recruiters. The resume database is to be accessed and used solely by the subscriber, for internal use only, for the purpose of recruiting candidates for open job opportunities. You may not distribute, sell or disclose any resumes to third parties. You may not provide your username and password or otherwise permit access to the resume database to any other party. You may view resume details, one at a time, up to a maximum of 250 resumes per day, 2,000 per month and 10,000 per year.

2) Candidates post their resumes solely to receive information for genuine job opportunities. Their privacy must be honored and respected at all times. You may only contact candidates for specific legitimate job openings. You may not copy resumes for the purpose of populating a resume database or mailing list. You may not contact candidates for any other purpose such as sending unsolicited e-mails offering products, services or multi-level-marketing schemes.

3) We do not allow access to the resume database to any other job board, nor to any persons representing or acting as agents for any other job board. Unauthorized copying of job postings to post on other job boards is not permitted. Copying resumes or e-mail addresses to solicit traffic to other job boards is strictly prohibited and will result in appropriate legal action. Only bona-fide candidates can apply to the positions on our board. We do not allow other job boards or recruiters to waste the time of our customers by attempting to use this board to solicit their services. Any entity that violates the

provisions contained in this paragraph agrees to pay thejobfair.com a fine in the amount of \$50,000.00 per occurrence, plus reasonable attorneys' fees and costs, within five (5) days after receipt of written notice from thejobfair.com or its representative(s) describing the violation in question.

2. JOB POSTING POLICIES:

- 1) Each job posting is for a unique position. Job titles listing multiple positions are not permitted. thejobfair.com reserves the right to alter job postings that do not comply with the 'single position' posting policy or any other violation of our posting policies.
- 2) The City and State field in a job posting must be ONE actual City and State and not a general location.
- 3) Submitting or posting hyperlinks or HTML code is not acceptable except in data fields that specifically request such data.

3. FEES:

Employers, Recruiters and Agencies agree to pay thejobfair.com the applicable fees for the services provided. ALL SALES ARE FINAL / NO REFUNDS. You are responsible for the actions of your employees, agents and contractors while in your employ. Payments made by invoice are due upon receipt. Invoices 30 days past due accrue a \$45.00 per month late charge. Any and All Discounts will be reversed if Invoice isn't paid in full within 30 Days. Failure to pay the full amount due on time you agree to pay all late fees and discount reversals. thejobfair.com reserves the right to revise job posting fees, resume search subscription fees and other product charges without prior notice.

4. CREDIT CARD SECURITY:

thejobfair.com uses the highest level of encryption to ensure the security and safety of your credit card information. Your credit card information is not saved in our database. THIS IS FOR YOUR PROTECTION.

5. BANKRUPTCY:

You will immediately notify thejobfair.com of any bankruptcy, receivership, insolvency or similar action or proceeding initiated by or against you or any of your principals. You will include thejobfair.com on the list and matrix of creditors as filed with the Bankruptcy Court, whether or not a claim may exist at the time of filing. Failure to comply with either of these requirements will be cause for immediate termination or any other action available to thejobfair.com under applicable Rules or Law.

6. SEVERABILITY AND WAIVER:

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, unenforceable, or illegal, the invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if the

invalid, unenforceable or illegal provision is not contained in the Agreement. Neither the failure nor delay by thejobfair.com to exercise, or partial exercise of, any right under this Agreement will operate as a waiver of such right, nor shall it amend this Agreement. The waiving party must sign all waivers.

7. ATTORNEYS' FEES:

You will be liable for and will indemnify and reimburse thejobfair.com for any and all attorneys' fees and other collection costs and expenses incurred at or before Trial and in any Appellate proceeding paid or incurred by thejobfair.com or their agents in the enforcement of this Agreement, or in collecting any amounts due from you or resulting from any breach by you of this Agreement.

8. Correspondence:

thejobfair.com is owned and operated by Kitchens Enterprises, Inc. All correspondence should be mailed to PO Box 1512 Winder, GA 30680.