

Terms & Conditions of Use

The services available on and through this website (the “Services” and the “Site”) are provided by Haymarket Recruiting Technologies, Inc. (“Haymarket Recruiting”). Your use of the Services is governed by these terms and conditions (this “Agreement”). By using the Services, you agree to be bound by this Agreement, whether you are a visitor, which means that you simply browse the Site or any of its applications, or you are a user with a registered account. Haymarket Recruiting may modify this Agreement from time to time and such modification shall be effective once posted to the Site. You agree to be bound to any changes to this Agreement when you use the Services after any modification to this Agreement has been posted. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes. The term “User” refers to any visitor or registered user of the Services, unless provided otherwise. You are only authorized to use the Services if you agree to abide by all applicable laws and to this Agreement. Please read this Agreement carefully and save it. If you do not agree with it, you should leave the Site or any of its applications and discontinue use of the Services immediately. If you wish to become a registered User, communicate with other Users, and make full use of the Services, you must read this Agreement and indicate your acceptance during the registration process. PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

1. Eligibility.

Use of Services is void where prohibited. By using the Services, you represent to us that (a) any registration information you submit is truthful and accurate; (b) you are 13 years of age or older; and (c) your use of the Services does not violate any applicable law or regulation. Your profile may be deleted and your use of the Services and Site may be terminated without warning or notification to you, if we believe that you are under 13 years of age.

2. Registration.

When you sign up to become a User, you will also be asked to create a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the account, username, or password of another User at any time or disclose your password to any third party. You agree to notify us immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all uses of your account. In order to participate in certain Services, you may be notified that you are required to download software or content and/or agree to additional terms and conditions. Any such additional terms are hereby incorporated by reference into this Agreement.

3. Limited License.

Haymarket Recruiting authorizes you to copy materials on this Site to your hard drive solely for the purpose of viewing and using the Services on your computer. You may also print portions of the Site in hard copy for the sole purpose of facilitating your personal, noncommercial use and

retention of information from the Site. You may not sell or modify the material or reproduce, republish, display, publicly perform, distribute, or otherwise use the material in any way for any public or commercial purpose. Unauthorized use of the Services for any other purpose is prohibited. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Site or the Services. Nor may you use any network monitoring or discovery software to determine the site architecture, or extract information about usage or users. You may not use any robot, spider, other automatic device, or manual process to monitor or copy our Site or its content without our prior written permission.

4. User Content.

Haymarket Recruiting does not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, or any other materials (collectively, "Content") that you view or use, or that other Users may post or upload to the Site and/or through the Services ("User Generated Content"). After posting or uploading User Generated Content to the Site and/or through the Services, such Users continue to retain all ownership rights in such User Generated Content. Users are solely responsible for any third party Content in User Generated Content and You are solely responsible for the use of the User Generated Content, including on our Site and through the Services. You agree to pay for all royalties, fees, and any other monies owing to any person or entity by reason of any User Content used by you in a manner not authorized through the Services. We reserve the right to remove such Content or any User Generated Content if required by such third parties.

In addition, the Site and/or Services may contain sporting event Content, under license to Haymarket Recruiting from one or more third parties, in which Users may be featured and/or visible ("User Featured Content") (together, with User Generated Content, "User Content"). Haymarket Recruiting does not guarantee, and makes no representations or warranties as to the truthfulness, accuracy, reliability, currency, veracity or completeness of the User Content or about the results to be obtained using the User Content. The use of this Site and the User Content is at your own risk.

5. Infringing Content; Digital Millennium Copyright Act

We reserve the right to remove any User Content that is alleged to infringe the copyright of a third party or otherwise violates your rights and/or to suspend or terminate a User's access privileges in the event of repeat infringement by a User. If you are a copyright owner or authorized agent and believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, or if you believe that your rights have otherwise been violated by the Services, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail): (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest or the person whose rights have been violated; (ii) a description of the copyrighted work that you claim has been infringed or the particular rights violated; (iii) if applicable, a description of where the material that you claim is infringing is located on the Site; (iv) your address, telephone number, and email

address; (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law or with regard to the rights violated; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate. Our designated Copyright Agent to receive notifications of claimed infringement is Matt Mueller, who may be contacted by email at legal@recruit.co or by mail at 151 North 8th Street, Suite 250, Lincoln, NE 68508. If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your User Content, you may send a counter-notice pursuant to the DCMA containing the following information to the Copyright Agent: (i) your physical or electronic signature; (ii) Identification of the User Content that has been removed or to which access has been disabled and the location at which the User Content appeared before it was removed or disabled; (iii) a statement that you have a good faith belief that the User Content was removed or disabled as a result of mistake or a misidentification of the User Content; and (iv) your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Nebraska, and a statement that you will accept service of process from the person who provided notification of the alleged infringement. If a counter-notice is received by the Copyright Agent, Haymarket Recruiting may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed User Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the User Content provider, member or user, the removed User Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

6. Other Intellectual Property.

The Site and the Services, as well as certain Content available therein (together, "Haymarket Recruiting Intellectual Property"), are protected by copyright, trademark, patent, trade secret and other intellectual property laws in the United States and other countries, and Haymarket Recruiting owns and retains all such rights in the Haymarket Recruiting Intellectual Property. Haymarket Recruiting hereby grants you a limited, revocable, non-sublicensable license to reproduce and display the Haymarket Recruiting Intellectual Property solely for your personal use in connection with viewing the Site and using the Services. You may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any Haymarket Recruiting Intellectual Property appearing on the Site or through the Services. Without limiting the foregoing, Haymarket Recruiting, Recruit.co, the Recruit.co logo, are trademarks of Haymarket Recruiting, protected under international law, the laws of the United States and other countries. Other parties' trademarks used, depicted or identified on this Site are the property of their respective owners, used here by permission, and may be registered in one or more countries. Use on this Site of the trademark(s) (including, but not limited to, names and logos) of any other party is not intended to imply Haymarket Recruiting's affiliation with or endorsement of that party, or that party's sponsorship or endorsement of Haymarket Recruiting and their products or services.

7. User Conduct.

Your right to use the Services is conditioned on your compliance with this section. You agree not to post on this Site or through the Services, User Content that is: patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; harasses or advocates harassment of another person or group; exploits people in a sexual or violent manner; or contains nudity, violence, or offensive subject matter or contains a link to an adult website; solicits personal information from any User; provides any User telephone numbers, street addresses, last names, URLs or email addresses; involves the transmission of "junk mail," "chain letters," or "unsolicited mass mailing", "instant messaging", "phishing", "spimming" or "spamming"; contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page); promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or video or links to pirated files; furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; and involves commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes. Further, you agree not to use the Services to participate in: criminal or tortuous activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets or violation of the privacy or publicity rights of third parties; advertising to, or solicitation of, any User to buy or sell any products or services through the Services. You may not transmit any chain letters or junk email to other Users. It is also a violation of these rules to use any information obtained from the Services in order to contact, advertise to, solicit, or sell to any User without their prior explicit consent. In order to protect our Users from such advertising or solicitation, Haymarket Recruiting reserves the right to restrict the number of emails that a User may send to other Users; You agree not to cover or obscure any advertisements on the Site, or interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services. You agree not to attempt to impersonate another User, and you acknowledge that the Services are for public and not private communications and that you have no expectation of privacy with regard to any User Content. We cannot guarantee the security of any information you disclose; you make such disclosures at your own risk. Also, you should be skeptical about information provided by others, and you acknowledge that the use of any User Content on this Site is at your own risk. If you become aware of misuse of the Services by any person, please contact Haymarket Recruiting at legal@recruit.co. Haymarket Recruiting reserves the right, in its sole discretion, to reject, refuse to post or remove any posting (including private messages) by you, or to restrict, suspend, or terminate your access to all or any part of the Services at any time, for any or no reason, with or without prior notice, and without liability. You agree to indemnify and hold Haymarket Recruiting, the Haymarket Recruiting Entities, and their subsidiaries, and affiliates, and their respective

officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Site and Services in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above and/or if any User Content posted on the Site or through the Services causes Haymarket Recruiting to be liable to another third party or User.

8. Privacy.

You agree to the terms of the Haymarket Recruiting Privacy Policy, as it may be updated from time to time, a copy of which is posted on the Site.

9. Links to Other Sites.

The Site contains links to web sites not operated or maintained by Haymarket Recruiting. These links are provided solely as a convenience to you and not as an endorsement by Haymarket Recruiting of the contents of such third party web sites. Haymarket Recruiting is not responsible for the content of the sites of others and makes no representation regarding the content or accuracy of materials on such sites. If you decide to access linked third-party web sites, you do so at your own risk, and waive any and all claims against Haymarket Recruiting regarding the inclusion of links to outside web sites or your use of those web sites.

10. Disclaimers.

DISCLAIMERS OF WARRANTIES: HAYMARKET RECRUITING DOES NOT WARRANT THAT THE SITE OR SERVICES WILL OPERATE ERROR-FREE OR THAT THIS SITE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES AND/OR OTHER HARMFUL MATERIALS. IF YOUR USE OF THE SITE OR THE SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, HAYMARKET RECRUITING IS NOT RESPONSIBLE FOR THOSE COSTS. THE SITE AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. HAYMARKET RECRUITING, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES RIGHTS, AND THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE. HAYMARKET RECRUITING MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE SERVICES. 3 of 4 DISCLAIMER OF CONSEQUENTIAL DAMAGES: EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, NEITHER HAYMARKET RECRUITING NOR THE HAYMARKET RECRUITING ENTITIES OR THEIR DIRECTORS, EMPLOYEES, LICENSORS, CONTENT PROVIDERS, AFFILIATES OR OTHER REPRESENTATIVES WILL BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL AND EXEMPLARY DAMAGES, ARISING FROM THE USE OF THIS SITE AND SERVICES, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. REMEDY: IF YOU ARE DISSATISFIED WITH THE SERVICES, YOUR EXCLUSIVE REMEDY SHALL BE TO CEASE USING THE SERVICES. Some U.S. states and foreign countries do not permit the exclusion or limitation of implied warranties or liability for certain categories of damages. Therefore, some or all of the limitations

above may not apply to you to the extent they are prohibited or superseded by state or national provisions. Haymarket Recruiting makes no representation of any kind with respect to the applicability and enforceability of laws or policies of countries other than the United States over the content of this site and the provisions of this Agreement. 11. Dispute Resolution. This Agreement shall be interpreted, construed and governed by the laws of the State of Nebraska, USA, without reference to its laws relating to conflicts of law and not including the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods. Venue for all disputes arising under this Agreement shall lie exclusively in the District Courts of the State of Nebraska in Lancaster County or the Federal District Court of the District of Nebraska (as permitted by law) and each party agrees not to contest the personal jurisdiction of these courts. Notwithstanding the foregoing, however, Haymarket Recruiting shall have the right to commence and prosecute any legal or equitable action or proceeding before any non-U.S. court of competent jurisdiction to obtain injunctive or other relief.

12. Other Miscellaneous Terms.

Should any clause of this Agreement be found unenforceable, wherever possible this will not affect any other clause and each will remain in full force and effect. Haymarket Recruiting's failure to expressly enforce any provision of this Agreement does not waive its rights to enforce that or any other provision. This Agreement constitutes the entire agreement between you and Haymarket Recruiting regarding the use of the Services.

13. NCAA REGULATIONS / OTHER REGULATIONS.

Haymarket Recruiting is in no way affiliated with or sponsored by the NCAA. You are responsible for your own activities in connection with the Site, including your use of the Services. Accordingly, you are responsible for knowing and complying with the NCAA's rules, regulations, and laws or other similar rules, regulations, and laws (collectively, "NCAA Regulations"). Haymarket Recruiting is not responsible if you do not abide by NCAA Regulations (or any other similar rules or regulations) in connection with your use of the Site, and/or Services. If you act in violation of the NCAA Regulations, Haymarket Recruiting may take reasonable steps in response, including, but not limited to, termination of your access to and use of the Site and/or reporting of such conduct to the NCAA, the authorities, or other appropriate entity. Haymarket Recruiting does not knowingly promote any violations of NCAA Regulations (or any other similar rules or regulations).