

Justus Community Terms of Use

Updated on 6/5/2019

These Terms of Use are effective immediately for unregistered users and users registering accounts or otherwise acknowledging acceptance of these terms on or after the revision date. For other users who registered accounts before the revision date, it will become effective thirty (30) days after the revision date.

These Terms of Use (the "**Terms**") govern your access to and use of our websites, emails and mobile applications ("Justus Community"). These Terms also include our Privacy and Cookie Policy. By accessing and using Justus Community, you agree to comply with these Terms. If you are using Justus Community on behalf of a company or other legal entity, then "you" also means such company or legal entity and you agree to be bound by these Terms even if we have a separate agreement with you. You may not use Justus Community if you do not agree to the version of the Terms posted on Justus Community at the time you access Justus Community. (The terms "we" and "us" refer to Justus Community, LLC)

Please note: These Terms require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limit the remedies available to you in the event of a dispute.

1. Eligibility to Use Justus Community

- 2.** A. To access or use Justus Community, you must be at least 16 years of age or, if older, the age of majority in your jurisdiction, otherwise you may not use Justus Community. Except as set forth above, or as otherwise approved by us, Justus Community is for your personal, non-commercial use unless you enter into a separate agreement with us for your commercial use. You may not use Justus Community if we have terminated your account or banned you.

3. Your Justus Community Account

- 1. Justus Community Account.** In order for you to create a Justus Community account, we require that you provide a valid email address. The email you use must be one where we can reach you. In the event we cannot correspond with you via this email address, your submitted content may be rejected and your account may be disabled. Other registration requirements (such as, a

click on a link in a Justus Community job alert email by unregistered users who create job alerts, or a requirement for individuals to contribute no more than one company review, interview review, and/or salary details of a current or former job per year) may also apply. Once you have set up a password, you will be given access to your profile and other private areas of your account. You are responsible for maintaining the confidentiality of your password. 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 use of your account. Passwords are subject to cancellation or suspension by Justus Community at any time. When you set up an individual user account on Justus Community, we create a member profile (a "Profile") for you that will include personal information you provide. We will update your Profile with information we extract from resumes you upload on Justus Community. You may permit us to share information in your Profile with prospective employers, recruiters, and others. Subject to visibility settings that you control, subscribers to services we may introduce will be able to view information in your Profile. Because your anonymity on Justus Community is important, your Profile **does not** include or link to information about the reviews or salary information you submit to Justus Community.

Using Justus Community

- 2. Third-Party Content on Justus Community.** Content from other users, advertisers, and other third parties is made available to you through Justus Community. "Content" means any work of authorship or information, including salaries, company reviews, interview reviews, company photos, logos, employer responses, job ads, employer profile information, advertisements, comments, opinions, postings, resumes, messages, text, files, images, photos, works of authorship, e-mail, data or other materials you find on Justus Community. Because we do not control such Content, you understand and agree that: (1) we are not responsible for, and do not endorse, any such Content, including advertising and information about third-party products and services, job ads, or the employer, interview and salary-related information provided by other users; (2) we make no guarantees about the accuracy, currency, suitability, reliability or quality of the information in such Content; and (3) we assume no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful Content made available by users, advertisers, and third parties.
- 3.** In accordance with [Section 230 of the U.S. Communications Decency Act](#), and any equivalent or similar laws in other jurisdictions which are intended to

exclude or limit the liability of online service providers who provide access to user-generated content, we generally cannot be held liable for claims arising from the Content provided by third parties on Justus Community.

4. We allow users to post content about employers when they have been employed by the employer as a full-time, part-time, contractor, freelancer, independent employee, or provide work that is an integral part of the employer's value chain. We also allow users to review the staffing firms that place them in these roles. We consider all workers in these roles as 'employees' with regard to Content left on Justus Community. While we provide the option for Justus Community reviewers to specify the category of their employment when they leave a review (e.g contractor, freelancer, etc.), we do not consider this a requirement. It does not violate our Community Guidelines or these Terms for a worker in any one of these roles to leave a review as an "employee."
5. **House Rules.** You represent and warrant that you will use Justus Community solely for lawful purposes in a manner consistent with these Terms and any and all applicable laws, regulations, or other legally enforceable obligations (including contractual obligations) you may have towards us and any third parties. You are solely responsible for any and all Content that is posted through your account on Justus Community ("Your Content"). You agree that by submitting or authorizing Your Content for use on Justus Community, you have reviewed and understood our Community Guidelines. You understand that you may expose yourself to liability if Your Content or other use of Justus Community violates applicable law or any third-party right.
6. You agree that you will not:
 - Impersonate another person, or his or her email address, or misrepresent your current or former affiliation with an employer;
 - Falsely identify yourself as part of an affinity group;
 - Create user accounts under false or fraudulent pretenses; create or use an account for anyone other than yourself; or create multiple active user accounts to post multiple reviews for the same company
 - Post Content that you do not own or have the right to post in accordance with the license set forth in these Terms;

- Violate these Terms, the terms of your agreements with us, explicit restrictions set forth in our Community Guidelines, or any applicable law, rule or regulation;
- Post Content that is defamatory, libelous, or fraudulent; that you know to be false or misleading; or that does not reflect your honest opinion and experience;
- Act in a manner that is harassing, threatening, abusive, racist or bigoted, is otherwise objectionable (as determined by Justus Community);
- Promote, endorse or further illegal activities;
- Disclose information in violation of any legally enforceable confidentiality, non-disclosure or other contractual restrictions or rights of any third party, including any current or former employers or potential employers;
- Violate the privacy, publicity, copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights of any third-party;
- Post anything pornographic or sexually explicit in nature, or engage in the exploitation of persons in a sexual or violent manner;
- Solicit personally identifying information from minors;
- Except as expressly approved by us, and subject to applicable laws, use Justus Community for commercial activities and/or promotions such as contests, sweepstakes, barter, pyramid schemes, advertising, affiliate links, and other forms of solicitation;
- Imply a Justus Community endorsement or partnership of any kind without our express written permission;
- Send messages in violation of the USA CAN-SPAM Act or any other applicable anti-spam law;
- Introduce software or automated agents to Justus Community, or access Justus Community so as to produce multiple accounts, generate automated messages, or to scrape, strip or mine data from Justus Community without our express written permission;

- "Frame" or "mirror" or otherwise incorporate part of Justus Community into any website, or "deep-link" to any portion of Justus Community without our express written permission.
 - Copy, modify or create derivative works of Justus Community or any Content (excluding Your Content) without our express written permission);
 - Copy or use the information, Content (excluding Your Content), or data on Justus Community in connection with a competitive service, as determined by Justus Community;
 - Sell, resell, rent, lease, loan, trade or otherwise monetize access to Justus Community or any Content (excluding Your Content) without our express written permission;
 - Interfere with, disrupt, modify, reverse engineer, or decompile any data or functionality of Justus Community;
 - Interfere with, disrupt, or create an undue burden on Justus Community or the networks or services connected to Justus Community;
 - Introduce any viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or similar software to Justus Community; or Attempt to circumvent any security feature of Justus Community;
7. **Links to Third-Party Websites.** Justus Community may contain links to third-party websites placed by us as a service to those interested in this information, or posted by other users. Your use of all such links to third-party websites is at your own risk. We do not monitor or have any control over, and make no claim or representation regarding third-party websites. To the extent such links are provided by us, they are provided only as a convenience, and a link to a third-party website does not imply our endorsement, adoption or sponsorship of, or affiliation with, such third-party website. When you leave Justus Community, our terms and policies do not govern your use of third-party websites.

Special Provisions Applicable To Employers

8. **Reviews on Justus Community.** You may not offer incentives in exchange for company or interview reviews. You may not trade reviews with other

employers. We will remove reviews where we have evidence that users were compensated to leave reviews.

9. You may not coerce employees to leave reviews. Coercion includes asking employees to provide proof to an employer that they wrote a review whether or not that proof includes the content of the review itself.
10. **Communications with Job Seekers.** We may inform a user when you have taken an action with respect to information we have shared with you on behalf of that user, such as when you open the user's application, view their resume, view their profile on Justus Community, and/or make a decision about their application. When you view, store or receive materials through your use of Justus Community, we may use such materials for data analysis, quality control, or to refine our platform and services. We may also share with our users our observations based on such data analysis. For example, we may tell our users which employers are more likely to open applications submitted to Justus Community, which employers are active on Justus Community, and how long certain aspects of the candidate process take on average for a given employer. We may, on your behalf, send out reminder emails to Job Seekers you wish to interview. Justus Community may also send emails to Job Seekers on your behalf indicating that your job posting is potentially a match for the Job Seeker's resume. You understand and agree that Justus Community may take such actions.

4. Enforcement by Justus Community

1. **Removal of Content.** While Justus Community has no obligation to do so, Justus Community reserves the right to review and delete any Content (or portion thereof) that we believe, in our sole discretion, violates these Terms or other applicable policies posted on Justus Community, or that we deem, in our sole discretion, inappropriate. If you see any Content on Justus Community that you believe violates our policies, you may report that Content by clicking on an applicable link adjacent to that Content (e.g. link titled: "Report") or by [contacting us here](#). Once notified, we will review the Content and consider whether to remove it (or a portion thereof). Please note: Our interpretation of our policies and the decision whether or not to edit or remove Content is within our sole discretion. You understand and agree that if we choose not to remove or edit Content that you find objectionable, that decision will not constitute a violation of these Terms or any agreement we have with you.
2. **Other Enforcement Actions.** While we have no obligation to do so, we reserve the right to investigate and take appropriate action in our sole discretion against you if you violate these Terms, including without limitation: removing Content (or portions thereof) from Justus Community; suspending your rights to use Justus Community; terminating your membership and

account; reporting you to law enforcement, regulatory authorities, or administrative bodies; and taking legal action against you.

3. **Defending Our Users.** While we have no obligation to do so, we reserve the right, to the fullest extent permitted by applicable law, to take appropriate action to protect the anonymity of our users against the enforcement of subpoenas or other information requests that seek a user's electronic address or identifying information.

5. Rights to Your Content

6. We do not claim ownership in any Content that you submit or authorize for use to Justus Community, but you grant us the rights to use such Content as set forth below. By submitting or authorizing us to display any Content on Justus Community, you hereby grant to us an unrestricted, irrevocable, perpetual, non-exclusive, fully-paid and royalty-free, license (with the right to sublicense through unlimited levels of sublicenses) to use, copy, perform, display, create derivative works of, adapt and distribute such Content in any and all media (now known or later developed) throughout the world. To the greatest extent permitted by applicable law, you hereby expressly waive any and all of your moral rights applicable to Justus Community's exercise of the foregoing license. You agree that this license includes the right for us to provide, promote, and improve Justus Community and to make Content submitted to or through Justus Community available to other companies, organizations or individuals for the syndication, broadcast, distribution, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. No compensation will be paid with respect to the Content that you post through Justus Community. You should only submit Content to Justus Community that you are comfortable sharing with others under the terms and conditions of these Terms.

7. Rights to Justus Community Content

8. Justus Community contains Content provided by us and our licensors. We and our licensors (including other users) own and retain all proprietary (including all intellectual property) rights in the Content we each provide and Justus Community owns and retains all property rights in Justus Community. If you are a user, we hereby grant you a limited, revocable, non-sublicensable license under the intellectual property rights licensable by us to download, view, copy and print Content from Justus Community solely for your personal use in connection with using Justus Community. Except as provided in the foregoing, you agree not to: (1) reproduce, modify, publish, transmit, distribute, publicly perform or display, sell, adapt or create derivative works based on Justus Community or the Content (excluding Your Content); or (2) rent, lease, loan, or sell access to Justus Community.

9. Indemnity

10. You agree to defend, indemnify, and hold us and our subsidiaries and our and their respective officers, directors, board members, board advisors, employees, partners, agents successors and assigns (collectively, the "**Justus Community Group**") harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees and costs, made by any third party due to or otherwise arising from your use of Justus Community, including due to or arising from your breach of any provision of these Terms.

11. Disclaimers and Limitation on Liability

12. The disclaimers and limitations on liability in this section apply to the maximum extent allowable under applicable law. Nothing in this section is intended to limit any rights you have which may not be lawfully limited.

13. Any emails or email notifications corresponding with any activity on Justus Community, the Justus Community Messaging Service, or any other communications service, product, or feature provided on or through Justus Community, are provided solely as a courtesy. Justus Community disclaims all warranties with regard to the transmission or storage of such courtesy notices, does not guarantee their delivery or receipt, and does not guarantee the date or time at which they may be sent. In the event a message being sent is intended for a closed account, these messages will not be deliverable.

14. Justus Community assumes no responsibility, and disclaims all liability for the content, accuracy, completeness, legality, reliability, or availability of any job posting, career page, job solicitation, screener question, answer to screener question, resume information, or message you post, send or receive through Justus Community or the Justus Community Messaging Service.

15. You are solely responsible for your interactions with advertisers and other users and we are not responsible for the activities, omissions, or other conduct, whether online or offline, of any advertiser or user of Justus Community. We are not responsible for any incorrect, inaccurate, or unlawful Content (including any information in profiles) posted on Justus Community, whether caused by users or by any of the equipment or programming associated with or utilized in Justus Community. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any communication with advertisers or other users. We are not responsible for any problems or technical malfunction of any hardware and software due to technical problems on the Internet or on Justus Community or combination thereof, including any injury or damage to users or to any person's computer related to or resulting from participation or downloading materials in connection with Justus Community. Under no circumstances shall we be responsible for any loss or damage resulting from the use of Justus Community or from any Content posted on Justus Community or

transmitted to users, or any interactions between users of Justus Community, whether online or offline.

- 16.** Justus Community is provided "as-is" and as available. We expressly disclaim any warranties and conditions of any kind, whether express or implied, including the warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement. We make no warranty that: (1) Justus Community will meet your requirements; (2) Justus Community will be available on an uninterrupted, timely, secure, or error-free basis; or (3) the results that may be obtained from the use of Justus Community will be accurate or reliable.
- 17.** You hereby release the Justus Community Group from any and all claims, demands, and losses, damages, rights, claims, and actions of any kind that are either directly or indirectly related to or arises from: (1) the actions, Content, or data of third parties (including, advertisers and other users) (2) your participation in any offline events.
- 18.** IN NO EVENT SHALL THE Justus Community GROUP BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF Justus Community, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, WHERE PERMITTED BY APPLICABLE LAW, YOU AGREE THAT THE Justus Community GROUP'S LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO YOUR USE OF Justus Community (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO ONE HUNDRED U.S. DOLLARS (\$100).
- 19.** You acknowledge that you are familiar with the provisions of Section 1542 of the California Civil Code, which provides as follows: "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." You hereby expressly waive and relinquish all rights and benefits under Section 1542 of the California Civil Code and any law or legal principle of similar effect in any jurisdiction with respect to the releases and/or discharges granted herein, including but not limited to the releases and/or discharges of unknown claims.

20. Termination

- 21.** These Terms remain in effect while you use Justus Community and, for registered users, as long as your account remains open. You may delete your account at any time. We may suspend or terminate your account or your access to parts of Justus Community, for any or no reason, without notice to you. We will have

no liability whatsoever to you for any termination of your account or related deletion of your information.

- 22.** All provisions of these Terms shall survive termination or expiration of these Terms except those provisions granting access to or use of Justus Community. For the avoidance of doubt, you agree that these Terms apply to your use of Justus Community and any Content posted on Justus Community at any time prior to the termination or expiration of these Terms.

23. Changes to Terms

- 24.** We may revise these Terms from time to time by posting an updated version on Justus Community. The revised Terms will be effective immediately for unregistered users and users registering accounts on or after the revision date. For users who registered accounts before the revision date, they will become effective thirty (30) days after the revision date. If we make a change that we believe materially reduces your rights or increases your responsibilities we will notify you by email (sent to the e-mail address specified in your account) or by means of a notice on this website prior to the change becoming effective. We may provide notice of changes in other circumstances as well. Any such changes will not apply to any claim brought prior to the effective date of the revised Terms incorporating such changes. We encourage you to periodically review this page for the latest information on our Terms. Your continued use of Justus Community is subject to the most current effective version of these Terms.

25. Third-Party Discovery

- 26.** You agree to waive your right to file a pre-suit discovery proceeding seeking a user's identifying information from Justus Community. You further agree that all such subpoenas and discovery proceedings arising from such subpoenas shall be issued from, brought and resolved exclusively in the state courts located within Delaware or the federal courts in Delaware, as appropriate, and you agree to submit to the personal jurisdiction of each of these courts for such discovery proceedings.

27. Dispute Resolution

- 28. PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS. YOU AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND Justus Community ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AND Justus Community AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.**

1. **Governing Law.** These Terms and any and all claims, disputes, or other legal proceedings by or between you or us, including but not limited to any such claims or disputes that are in any way related to or arising under these Terms or your access to or use of Justus Community, shall be governed by the laws of the State of Delaware without giving effect to any conflict-of-laws principles that may otherwise provide for the application of the law of another jurisdiction. The parties agree that their arrangement under these Terms is in interstate commerce and that the Federal Arbitration Act applies to the construction of the "Agreement to Arbitrate" provision below. For any claim, dispute, or other legal proceeding not subject to the "Agreement to Arbitrate" provision below, the claim or dispute shall be brought and litigated exclusively in the state courts located within Delaware or the federal courts in Delaware, as appropriate, and you agree to submit to the personal jurisdiction of each of these courts for the purpose of litigating such claims or disputes.

29. Other

30. Except as specifically stated in another agreement we have with you, these Terms constitute the entire agreement between you and us regarding the use of Justus Community and these Terms supersede all prior proposals, negotiations, agreements, and understandings concerning the subject matter of these Terms. You represent and warrant that no person has made any promise, representation, or warranty, whether express or implied, not contained herein to induce you to enter into this agreement. Our failure to exercise or enforce any right or provision of the Terms shall not operate as a waiver of such right or provision. If any provision of the Terms is found to be unenforceable or invalid, then only that provision shall be modified to reflect the parties' intention or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable. To the extent allowed by law, the English version of these Terms are binding and the translations are provided for convenience only. The Terms, and any rights or obligations hereunder, are not assignable, transferable or sublicensable by you except with Justus Community's prior written consent, but may be assigned or transferred by us without restriction. Any attempted assignment by you shall violate these Terms and be void. The section titles in the Terms are for convenience only and have no legal or contractual effect; as used in the Terms, the word "including" means "including but not limited to."

31. Please contact us with any questions regarding these Terms by [contacting us here](#).