

# RecruitED Terms of Service

*Effective date: April 27, 2020*

Welcome to RecruitED. We want you to know and understand your rights and our rights relating to the provision of the Services (as defined below). Please review them carefully. Here are a few highlights:

- Your privacy is critically important to us. See how we collect and use your personal information in our Privacy Policy at [www.recruitteachers.org/privacy](http://www.recruitteachers.org/privacy).
- RecruitED automatically matches to each other similar recruiting information (job titles, location preferences, etc) across the various profiles. We may make incorrect matches, though we will do our best to manually correct these discrepancies.
- We expect our members to act with respect and we can terminate your access to RecruitED if you act inappropriately.
- RecruitED is not liable for your activities and no warranties are made by RecruitED.
- We want your feedback, and you allow us to use it.
- You agree to arbitrate if there is a dispute between us (unless you reside in the European Union).
- There are easy ways to reach us if you have questions or need help. The easiest is to send us an email to [support@recruitteachers.org](mailto:support@recruitteachers.org).

## Terms of Service

The RecruitED websites, related applications and services (collectively, the “Services”) are made available to you by RecruitED LLC with its address at 109 Sweet Briar Dr, Canonsburg, PA 15317, USA, subject to these Terms of Service (the “Terms”) and in accordance with the RecruitED Privacy Policy (the “Privacy Policy”). More information about the Services may be found at <https://recruitteachers.org>. You agree to comply with these Terms and any supplemental terms which Songlink makes available to you on the Services which shall form part of the Terms.

BY ACCESSING, USING OR UPLOADING OR DOWNLOADING ANY INFORMATION OR MATERIALS TO OR FROM THE SERVICES, OR BY INDICATING YOUR ASSENT TO THESE TERMS BY CREATING AN ACCOUNT, CLICKING “SIGN UP” OR ANY SIMILAR MECHANISM, YOU ARE AGREEING TO THE THESE TERMS. IF YOU DO NOT AGREE TO

THESE TERMS, DO NOT ACCESS OR USE THE SERVICES.

This agreement was written in English. To the extent a translated version of the Terms conflict with the English version, the English version controls.

If you access or use the Services on behalf of a company or other entity, you represent that you have authority to bind such entity and its affiliates to these Terms and that it is fully binding on them. In such a case, the term “you” will refer to such an entity and its affiliates. If you do not have authority, you may not access or use the Services. These Terms contain disclaimers of warranties and limitations on liability that may be applicable to you.

Any new RecruitED features or tools added to our site shall be subject to these Terms. You can review the most current version of the Terms at any time on this page. We reserve the right to update, change or replace any part of these Terms by posting updates and/or changes to our site. It is your responsibility to check this page periodically for changes. Your continued use of our services or access to the site following the posting of any changes constitutes acceptance of those changes.

**Notice Regarding Dispute Resolution: These Terms contain provisions that govern how disputes between you and RecruitED are resolved, including an agreement to arbitrate, which will, unless you reside in the European Union, with limited exception, require you to submit claims you have against us to binding and final arbitration and limit you to claims against RecruitED on an individual basis, unless you opt-out in accordance with the instructions below.**

## **Agreement to Terms and Use of Site**

By agreeing to these Terms, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

Content available through RecruitED may be subject to copyright and other intellectual property protection. All intellectual property rights are reserved unless otherwise stated. You may not use RecruitED to circumvent or violate any intellectual properties rights and such activity is a violation of these Terms.

You may not use our services for any illegal or unauthorized purpose. You must not transmit any worms, viruses or any code of a destructive nature. Any breach or violation of any terms will result in an immediate termination of your services.

## **RecruitED Property**

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, artwork and computer code, including but not limited to the design, structure, selection, coordination, expression and arrangement of such items on the site, is owned, controlled, or licensed by RecruitED, and is protected by trade dress, copyright, patent, trademark, or other intellectual property laws.

Except as expressly provided, no part of the site may be copied, reproduced, re-published, transmitted, or distributed in any way without RecruitED's express written consent.

## **Payments and Fees**

### **Payments**

To pay any fee, you must designate and provide information about your preferred payment method (e.g., credit card, online payment service, or any other payment method made available by RecruitED) (the "Payment Method"). If you provide your payment information, you authorize us and certain third party service providers, payment card networks and payment processors to receive, store and encrypt your payment information. No refunds or credits will be provided by RecruitED, other than as set forth in these Terms. If your payment provider determines that there are fraudulent charges on your account resulting from use of your Payment Method at the Services, please contact us immediately via email at [support@recruitteachers.org](mailto:support@recruitteachers.org).

### **Refunds**

RecruitED is not obligated to refund your purchase. However, if you purchased a product in mistake, or are unhappy with the quality of product or service, please reach out to us at [support@recruitteachers.org](mailto:support@recruitteachers.org) and we will do our best to resolve your issue.

## **Accuracy of Information**

RecruitED is not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not

current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

RecruitED uses a proprietary matching algorithm to match candidates information and preferences to school district's job postings and information. In the case of an incorrect match, we will do our best to manually correct it. Please contact us at [hello@song.link](mailto:hello@song.link) if you notice any incorrect matches.

## **Errors and Omissions**

Occasionally there may be information on our site that contains typographical errors, inaccuracies or omissions. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information if any information is inaccurate at any time without prior notice. We undertake no obligation to update, amend or clarify information in the site, except as required by law. No specified update or refresh date applied to the site should be taken to indicate that the site has been modified or updated.

## **Prohibited Uses**

In addition to any other prohibitions as set forth in these Terms, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the site, other websites, or the Internet. We reserve the right to terminate your use for violating any of the prohibited uses.

## **Privacy**

RecruitED's Privacy Policy applies to use of its site and is incorporated into these Terms by reference. RecruitED's Privacy Policy can be viewed at [www.recruitteachers.org/privacy](http://www.recruitteachers.org/privacy).

## **Disclaimer of Warranties and Limitation of Liability**

RecruitED does not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall RecruitED, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

## **Indemnity**

You agree to indemnify, defend and hold harmless RecruitED and its parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## **Severability**

In the event that any provision of these Terms is determined to be unlawful, void or

unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms. Such determination shall not affect the validity and enforceability of any other remaining provisions.

## **Termination**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms are effective unless and until terminated by either you or us. You may terminate these Terms at any time by notifying us that you no longer wish to use our services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms, we may terminate this agreement at any time without notice and/or we may deny you access to our services (or any part thereof).

## **Entire Agreement**

The failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. These Terms and any policies or operating rules posted by us on this site constitutes the entire agreement and understanding between you and us and govern your use of our services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms). Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.

## **Governing Law**

These Terms and any separate agreements whereby we provide you services shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

## **Changes to Terms**

You can review the most current version of the Terms at any time on this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms by posting updates and changes to our website. It is your responsibility to check our site periodically for changes. Your continued use of or access to our site following the posting of any changes

to these Terms constitutes acceptance of those changes.

## **Questions**

Questions about the Terms should be sent to us at [support@recruitteachers.org](mailto:support@recruitteachers.org).

RecruitED LLC.