

Terms of Use

These Terms of Use were updated effective February 2017.

Understanding your rights and responsibilities as a WorthJobs user

Privacy Reminder

Protect your personal information by never providing social security, credit card or bank account numbers to prospective employers.

Terms of Use

This page states the Terms of Use ("Terms") under which you ("You") may use the WorthJobs Sites and the Services (each as defined below). These Terms include the WorthJobs [Privacy Policy](#) which is incorporated into these Terms by reference.

These Terms constitute a binding agreement between You and WorthJobs or Worth Africa Ltd, or the Company operating the Web site for the country in which You live or in which business is headquartered ("WorthJobs"), and are deemed accepted by You each time that You use or access any WorthJobs Site or WorthJobs Services. If You do not accept the Terms stated here, do not use the WorthJobs Sites and the WorthJobs Services.

The WorthJobs Sites are defined as any Web sites under WorthJobs' control, whether partial or otherwise (including, without limitation, WorthJobs.org and any Web site from which these terms of use were accessed from) and include the WorthJobs Services. The WorthJobs Services are defined as the applications and services offered by WorthJobs, including an on-line service to post and search employment opportunities and including any application accessed through the Facebook Platform and/or any mobile or other interface that allows You to access such application (collectively, "WorthJobs Services"). The WorthJobs Sites also include tools such as ConsultHub, on-line communities and communication tools designed to facilitate valuable professional and personal networking ("WorthJobs Networking") among users of the WorthJobs Sites ("Users"). The WorthJobs Sites also allow Users to create individual profiles, which may include personal information ("Profiles"), and to make these Profiles, or aspects thereof, public. In addition, WorthJobs may collect information about You from publicly-available websites and may use this information to create a Profile or append it to an existing Profile.

WorthJobs may revise these Terms at any time by posting an updated version to this Web page. You should visit this page periodically to review the most current Terms because they are binding on You.

Users who violate these Terms may have their access and use of the WorthJobs Sites suspended or terminated, at WorthJobs' discretion.

You must be 18 years of age or older to visit or use any WorthJobs Site in any manner, and, if under the age of 18 or the age of majority as that is defined in Your jurisdiction, must use any WorthJobs Site under the supervision of a parent, legal guardian, or other responsible adult.

You may not use the WorthJobs Content or Profiles to determine a consumer's eligibility for: (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit.

1. Use of WorthJobs Content.

WorthJobs authorizes You, subject to these Terms, to access and use the WorthJobs Sites and the WorthJobs Content (as defined below) and to download and print a single copy of the content available on or from the WorthJobs Sites solely for Your personal, non-commercial use. The contents of the WorthJobs Sites, such as designs, text, graphics, images, video, information, logos, button icons, software, audio files and other WorthJobs content (collectively, "WorthJobs Content"), are protected under copyright, trademark and other laws. All WorthJobs Content is the property of WorthJobs or its licensees. The compilation (meaning the collection, arrangement and assembly) of all content on the WorthJobs Sites is the exclusive property of WorthJobs and is protected by copyright, trademark, and other laws. Unauthorized use of the WorthJobs Content may violate these laws and/or applicable communications regulations and statutes, and is strictly prohibited. You must preserve all copyright, trademark, service mark and other proprietary notices contained in the original WorthJobs Content on any authorized copy You make of the WorthJobs Content.

Any code that WorthJobs creates to generate or display any WorthJobs Content or the pages making up any WorthJobs Site is also protected by WorthJobs's copyright and You may not copy or adapt such code.

You agree not to sell or modify the WorthJobs Content or reproduce, display, publicly perform, distribute, or otherwise use the WorthJobs Content in any way for any public or commercial purpose, in connection with products or services that are not those of the WorthJobs Sites, in any other manner that is likely to cause confusion among consumers, that disparages or discredits WorthJobs or its licensors, that dilutes the strength of WorthJobs's or its licensor's property, or that otherwise infringes WorthJobs's or its licensor's intellectual property rights. You further agree to in no other way misuse WorthJobs Content. The use of the WorthJobs Content on any other application, web site or in a networked computer environment for any purpose is prohibited. Any code that WorthJobs creates to generate or display any WorthJobs Content or the pages making up any Application or Service is also protected by WorthJobs's copyright and you may not copy or adapt such code.

2. Use of the WorthJobs Services.

The job posting, resume database ("WorthJobs Resume Database") and other features of the WorthJobs Sites may be used only by individuals seeking employment and/or career information and by employers seeking employees. In addition, WorthJobs Networking and Profiles may be used by individuals for permitted professional and personal networking purposes. Your use of the WorthJobs Services is also subject to any other contracts You may have with WorthJobs. In the case of any conflict between these Terms and any contract you have with WorthJobs, the terms of your contract will prevail. The term "post" as used herein shall mean information that You submit, publish or display on a WorthJobs Site.

You are responsible for maintaining the confidentiality of Your account, Profile and passwords, as applicable. You may not share Your password or other account access information with any other party, temporarily or permanently, and You shall be responsible for all uses of Your WorthJobs Site registrations and passwords, whether or not authorized by You. You agree to immediately notify WorthJobs of any unauthorized use of Your account, Profile, or passwords.

All WorthJobs Users agree to not:

(a) transmit, post, distribute, store or destroy material, including without limitation WorthJobs Content, in violation of any applicable law or regulation, including but not limited to laws or regulations governing the collection, processing, or transfer of personal information, or in breach of WorthJobs' privacy policy;

(b) take any action that imposes an unreasonable or disproportionately large load on any WorthJobs Site's infrastructure;

(c) use any device to navigate or search any WorthJobs Site other than the tools available on the Site, generally available third party web browsers, or other tools approved by WorthJobs;

(d) use any data mining, robots or similar data gathering or extraction methods;

(e) violate or attempt to violate the security of any WorthJobs Site including attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;

(f) forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting;

(g) reverse engineer or decompile any parts of any WorthJobs Site;

(h) aggregate, copy or duplicate in any manner any of the WorthJobs Content or information available from any WorthJobs Site, including expired job postings, other than as permitted by these Terms;

(i) frame or link to any WorthJobs Content or information available from any WorthJobs Site, unless permitted by these Terms;

(j) post any content or material that promotes or endorses false or misleading information or illegal activities, or endorses or provides instructional information about illegal activities or other activities prohibited by these Terms, such as making or buying illegal weapons, violating someone's privacy, providing or creating computer viruses or pirating media;

(k) post any resume or Profile or apply for any job on behalf of another party;

(l) defer any contact from an employer to any agent, agency, or other third party;

(m) set more than one copy of the same resume to public at any one time;

- (n) share with a third party any login credentials to any WorthJobs Site;
- (o) access data not intended for You or logging into a server or account which You are not authorized to access;
- (p) post or submit to any WorthJobs Site any incomplete, false or inaccurate biographical information or information which is not Your own;
- (q) post content that contains restricted or password-only access pages, or hidden pages or images;
- (r) solicit passwords or personally identifiable information from other Users;
- (s) delete or alter any material posted by any other person or entity;
- (t) harass, incite harassment or advocate harassment of any group, company, or individual;
- (u) send unsolicited mail or email, make unsolicited phone calls or send unsolicited faxes promoting and/or advertising products or services to any User, or contact any users that have specifically requested not to be contacted by You;
- (v) attempt to interfere with service to any User, host or network, including, without limitation, via means of submitting a virus to any WorthJobs Site, overloading, "flooding", "spamming", "mailbombing" or "crashing";
- (w) promote or endorse an illegal or unauthorized copy of another person's copyrighted work, such by as providing or making available pirated computer programs or links to them, providing or making available information to circumvent manufacture-installed copy-protect devices, or providing or making available pirated music or other media or links to pirated music or other media files; or
- (x) use the WorthJobs Services for any unlawful purpose or any illegal activity, or post or submit any content, resume, or job posting that is defamatory, libelous, implicitly or explicitly offensive, vulgar, obscene, threatening, abusive, hateful, racist, discriminatory, of a menacing character or likely to cause annoyance, inconvenience, embarrassment, anxiety or could cause harassment to any person or include any links to pornographic, indecent or sexually explicit material of any kind, as determined by WorthJobs's discretion.

Violations of system or network security may result in civil and/or criminal liability. WorthJobs will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

3. Additional Terms Applicable to Employers.

Employers are solely responsible for their postings on WorthJobs Sites. WorthJobs is not to be considered to be an employer with respect to Your use of any WorthJobs Site and WorthJobs shall not be responsible for any employment decisions, for whatever reason, made by any entity posting jobs on any WorthJobs Site.

You understand and acknowledge that if You cancel Your employer account or Your employer account is terminated, all Your account information from WorthJobs, including saved resumes, network contacts, and email mailing lists, will be marked as deleted in and may be deleted from WorthJobs's databases. Information may continue to be available for some period of time because of delays in propagating such deletion through WorthJobs's web servers.

In order to protect our WorthJobs Users from commercial advertising or solicitation, WorthJobs reserves the right to restrict the number of e-mails which an employer may send to Users to a number which WorthJobs deems appropriate in its sole discretion. You shall use the WorthJobs Networking and Profiles in accordance with all applicable privacy and data protection laws.

Job postings

A Job posting may not contain:

- (a) any hyperlinks, other than those specifically authorized by WorthJobs;
- (b) misleading, unreadable, or "hidden" keywords, repeated keywords or keywords that are irrelevant to the job opportunity being presented, as determined in WorthJobs's reasonable discretion;

(c) the names, logos or trademarks of unaffiliated companies other than those of your customer save where expressly agreed by WorthJobs;

(d) the names of colleges, cities, states, towns or countries that are unrelated to the posting;

(e) more than one job or job description, more than one location, or more than one job category, unless the product so allows;

(f) inaccurate, false, or misleading information; and

(g) material or links to material that exploits people in a sexual, violent or other manner, or solicits personal information from anyone under 18.

You may not use Your WorthJobs job posting, WorthJobs Networking, or Profiles to:

(a) post jobs in a manner that does not comply with applicable local, national and international laws, including but not limited to laws relating to labor and employment, equal employment opportunity and employment eligibility requirements, data privacy, data access and use, and intellectual property;

(b) post jobs that require citizenship of any particular country or lawful permanent residence in a country as a condition of employment, unless otherwise required in order to comply with law, regulations, executive order, or federal, state or local government contract;

(c) post jobs that include any screening requirement or criterion in connection with a job posting where such requirement or criterion is not an actual and legal requirement of the posted job;

(d) with respect to Profiles, determine a consumer's eligibility for: (i) credit or insurance for person, family, or household purposes; (ii) employment; or (iii) a government license of benefit.

(e) post jobs or other advertisements for competitors of WorthJobs or post jobs or other content that contains links to any site competitive with WorthJobs;

(f) sell, promote or advertise products or services;

(g) post any franchise, pyramid scheme, "club membership", distributorship, multi-level marketing opportunity, or sales representative agency arrangement;

(h) post any business opportunity that requires an up front or periodic payment or requires recruitment of other members, sub-distributors or sub-agents;

(i) post any business opportunity that pays commission only unless the posting clearly states that the available job pays commission only and clearly describes the product or service that the job seeker would be selling;

(j) promote any opportunity that does not represent bona fide employment which is generally indicated by the employer's use of Tax forms;

(k) post jobs on any WorthJobs Site for modeling, acting, talent or entertainment agencies or talent scouting positions;

(l) advertise sexual services or seek employees for jobs of a sexual nature;

(m) request the use of human body parts or the donation of human parts, including, without limitation, reproductive services such as egg donation and surrogacy;

(n) endorse a particular political party, political agenda, political position or issue;

(o) promote a particular religion;

(p) except where allowed by applicable law, post jobs which require the applicant to provide information relating to his/her (i) racial or ethnic origin (ii) political beliefs (iii) philosophical or religious beliefs (iv) membership of a trade union (v) physical or mental health (vi) sexual life (vii) the commission of criminal offences or proceedings or (viii) age.

WorthJobs reserves the right to remove any job posting or content from any WorthJobs Site, which in the reasonable exercise of WorthJobs's discretion, does not comply with the above Terms, or if any content is posted that WorthJobs believes is not in the best interest of WorthJobs.

If at any time during Your use of the WorthJobs Services, You made a misrepresentation of fact to WorthJobs or otherwise misled WorthJobs in regards to the nature of Your business activities, WorthJobs will have grounds to terminate Your use of the WorthJobs Services.

Resume Database

Use of the WorthJobs Resume Database by Employers

You shall use the WorthJobs Resume Database as provided in these Terms and in any contract You have with WorthJobs. You shall use the WorthJobs Resume Database in accordance with all applicable privacy and data protection laws, and You agree You shall not further disclose any of the data from WorthJobs Resume Database to any third party, unless You are an authorized recruitment agency, staffing agency, advertising or other agency or using the resume explicitly for employment purposes.

You shall take appropriate physical, technical, and administrative measures to protect the data You have obtained from WorthJobs Resume Database from loss, misuse, unauthorized access, disclosure, alteration or destruction. You shall not share Resume Database seat-based license login credentials with any other party, nor share Resume Database pay-per-view license login credentials with any party.

The WorthJobs Resume Database shall not be used:

(a) for any purpose other than as an employer seeking employees, including but not limited to advertising promotions, products, or services to any resume holders;

b) to make unsolicited phone calls or faxes or send unsolicited mail, email, or newsletters to resume holders or to contact any individual unless they have agreed to be contacted (where consent is required or, if express consent is not required, who has not informed you that they do not want to be contacted); or

(c) to source candidates or to contact job seekers or resume holders in regards to career fairs and business opportunities prohibited by Section 3.

In order to ensure a safe and effective experience for all of our customers, WorthJobs reserves the right to limit the amount of data (including resume views) that may be accessed by You in any given time period. These limits may be amended in WorthJobs's sole discretion from time to time.

4. Additional terms applicable to Job Seekers.

When You register with any WorthJobs Site, You will be asked to create an account and provide WorthJobs with certain information including, without limitation, a valid email address (Your "Information").

Any Profile You submit must be accurate and describe You, an individual person. The Profile requires standard fields to be completed and you may not include in these fields any telephone numbers, street addresses, email addresses or other means of contacting You, other than Your last name and URLs.

You acknowledge and agree that You are solely responsible for the form, content and accuracy of any resume or material contained therein placed by You on the WorthJobs Sites.

WorthJobs reserves the right to offer third party services and products to You based on the preferences that You identify in Your registration and at any time thereafter or you have agreed to receive, such offers may be made by WorthJobs or by third parties. Please see WorthJobs' [Privacy Policy](#) for further details regarding Your Information.

You understand and acknowledge that You have no ownership rights in Your account and that if You cancel Your WorthJobs account or Your WorthJobs account is terminated, all Your account information from WorthJobs, including resumes, Profiles, cover letters, saved jobs, questionnaires will be marked as deleted in and may be deleted from WorthJobs's databases and will be removed from any public area of the WorthJobs Sites. Information may continue to be available for some period of time because of delays in propagating such deletion through WorthJobs's web servers. In addition, third parties may retain saved copies of Your Information.

WorthJobs reserves the right to delete Your account and all of Your Information after a significant duration of inactivity.

5. User Content and Submissions.

You understand that all information, data, text, software, music, sound, photographs, graphics, video, advertisements, messages or other materials submitted, posted or displayed by You on or through a WorthJobs Site ("User Content") is the sole responsibility of the person from which such User Content originated. WorthJobs claims no ownership or control over any User Content. You or a third party licensor, as appropriate, retain all patent, trademark and copyright to any User Content you submit, post or display on or through WorthJobs and you are responsible for protecting those rights, as appropriate. By submitting, posting or displaying User Content on or through WorthJobs, you grant WorthJobs a worldwide, non-exclusive, royalty-free, transferable, sub-licensable license to use, reproduce, adapt, distribute and publish such User Content through WorthJobs. In addition, by submitting, posting or displaying User Content which is intended to be available to the general public, you grant WorthJobs a worldwide, non-exclusive, royalty-free license to reproduce, adapt, distribute and publish such User Content for the purpose of promoting WorthJobs and its services. WorthJobs will discontinue this licensed use within a commercially reasonable period after such User Content is removed from WorthJobs. WorthJobs reserves the right to refuse to accept, post, display or transmit any User Content in its sole discretion.

You also represent and warrant that You have the right to grant, or that the holder of any rights, including moral rights in such content has completely and effectively waived all such rights and validly and irrevocably granted to You the right to grant, the license stated above. If You post User Content in any public area of any WorthJobs Site, You also permit any User to access, display, view, store and reproduce such User Content for personal use. Subject to the foregoing, the owner of such User Content placed on any WorthJobs Site retains any and all rights that may exist in such User Content. WorthJobs may review and remove any User Content that, in its sole judgment, violates these Terms, violates applicable laws, rules or regulations, is abusive, disruptive, offensive or illegal, or violates the rights of, or harms or threatens the safety of, Users of any WorthJobs Site. WorthJobs reserves the right to expel Users and prevent their further access to the WorthJobs Sites and/or use of WorthJobs Services for violating the Terms or applicable laws, rules or regulations. WorthJobs may take any action with respect to User Content that it deems necessary or appropriate in its sole discretion if it believes that such User Content could create liability for WorthJobs, damage WorthJobs' brand or public image, or cause WorthJobs to lose Users or (in whole or in part) the services of its ISPs or other suppliers.

WorthJobs does not represent or guarantee the truthfulness, accuracy, or reliability of User Content, derivative works from User Content, or any other communications posted by Users nor does WorthJobs endorse any opinions expressed by Users. You acknowledge that any reliance on material posted by other Users will be at Your own risk.

The following is a partial list of User Content that is prohibited on the Application. The list below is for illustration only and is not a complete list of all prohibited User Content.

Content that:

- is implicitly or explicitly offensive, such as User Content that engages in, endorses or promotes racism, bigotry, discrimination, hatred or physical harm of any kind against any group or individual;
- harasses, incites harassment or advocates harassment of any group or individual;
- involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing, "spamming" or "phishing";
- promotes or endorses false or misleading information or illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
- promotes or endorses an illegal or unauthorized copy of another person's copyrighted work, such as providing or making available pirated computer programs or links to them, providing or making available information to circumvent manufacture-installed copy-protect devices, or providing or making available pirated music or other media or links to pirated music or other media files;
- contains restricted or password only access pages, or hidden pages or images;
- displays or links to pornographic, indecent or sexually explicit material of any kind;
- provides or links to material that exploits people under the age of 18 in a sexual, violent or other manner, or solicits personal information from anyone under 18; or
- provides instructional information about illegal activities or other activities prohibited by these Terms, including without limitation, making or buying illegal weapons, violating someone's privacy, providing or creating computer viruses or pirating any media; and
- solicits passwords or personal identifying information from other Users.

Any Profile You submit must describe You, an individual person. Examples of inappropriate and prohibited Profiles include, but are not limited to, Profiles that purport to represent an animal, place, inanimate object, fictional character, or real individual that is not You.

You may not include, in any User Content submitted to WorthJobs Networking, information that may be interpreted as a direct solicitation, advertisement or recruitment for an available job position directed to individuals seeking employment on either a full time or part time basis. In order to protect our WorthJobs Community Users from commercial advertising or solicitation, WorthJobs reserves the right to restrict the number of e-mails or other messages which a User may send to other Users to a number which WorthJobs deems appropriate in its sole discretion.

Profiles derived from User Content may also be made available through the WorthJobs Sites. WorthJobs does not make any representations regarding the accuracy or validity of such derived works or their appropriateness for evaluation by employers. Derived Profiles may differ significantly from User Content.

We appreciate hearing from our Users and welcome Your comments regarding our services and the WorthJobs Sites. Please be advised, however, that our policy does not permit us to accept or consider creative ideas, suggestions, inventions or materials other than those which we have specifically requested. While we do value Your feedback on our services, please be specific in Your comments regarding our services and do not submit creative ideas, inventions, suggestions, or materials. If, despite our request, You send us creative suggestions, ideas, drawings, concepts, inventions, or other information (collectively the "Submission"), the Submission shall be the property of WorthJobs. None of the Submission shall be subject to any obligation of confidentiality on our part and we shall not be liable for any use or disclosure of any Submission. WorthJobs shall own exclusively all now known or later discovered rights to the Submission and shall be entitled to unrestricted use of the Submission for any purpose whatsoever, commercial or otherwise, without compensation to You or any other person.

6. Identification Of Agent To Receive Notification And Elements Of Notification Of Claimed Copyright or Trademark Infringement.

If You believe that Your copyrighted work or trademark has been uploaded, posted or copied to any WorthJobs Site and is accessible on such WorthJobs Site in a way that constitutes copyright or trademark infringement, please contact us by email at gro@worthafrica.org or by regular mail at:

Worth Africa Ltd.
Attn: Managing Director
Box 21923-00505
Nairobi, Kenya

7. Policy Regarding Termination Of Users Who Infringe The Copyright Or Other Intellectual Property Rights Of Others.

WorthJobs respects the intellectual property of others, and we ask our Users and content partners to do the same. The unauthorized posting, reproduction, copying, distribution, modification, public display or public performance of copyrighted works constitutes infringement of the copyright owners rights. As a condition to Your use of the WorthJobs Sites, You agree not to use any WorthJobs Site to infringe the intellectual property rights of others in any way. WorthJobs reserves the right to terminate the accounts of any Users, and block access to the WorthJobs Sites of any Users who are repeat infringers of the copyrights, or other intellectual property rights, of others. WorthJobs reserves the right, in its sole discretion, to take these actions to limit access to the Site and/or terminate the accounts of any time, in our sole discretion Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement, with or without notice, and without any liability to the User who is terminated or to the User whose access is blocked. Notwithstanding the foregoing, in the event that You believe in good faith that a notice of copyright infringement has been wrongly filed against You, please contact WorthJobs as set forth in Section 6 above.

8. WorthJobs' Liability.

The WorthJobs Sites act as, among other things, venues for (i) employers to post job opportunities and search for and evaluate job candidates and (ii) candidates to post resumes and Profiles and search for and evaluate job opportunities. WorthJobs does not screen or censor the listings, including Profiles offered. WorthJobs is not involved in, and does not control, the actual transaction between employers and candidates. As a result, WorthJobs is not responsible for User Content, the quality, safety or legality of the jobs or resumes posted, the truth or accuracy of the listings, the ability of employers to offer job opportunities to candidates or the ability of candidates to fill job openings and WorthJobs makes no representations about any jobs, resumes or User Content on the WorthJobs Sites. While WorthJobs reserves the right in its sole discretion to remove User Content, job postings, resumes or other material from the WorthJobs Sites from time to time, WorthJobs does not assume any obligation to do so and to the extent permitted by law, disclaims any liability for failing to take any such action.

WorthJobs Networking provides a venue for individuals to network for professional and personal purposes and WorthJobs does not screen or censor the Profiles or User Content on the WorthJobs Sites. WorthJobs is not involved in the actual communications between Users. As a result, WorthJobs has no control over the accuracy, reliability, completeness, or timeliness of the Profiles or User Content submitted on the WorthJobs Sites and makes no representations about any Profile or User Content on the WorthJobs Sites.

Note that there are risks, including but not limited to the risk of physical harm, of dealing with strangers, underage persons or people acting under false pretences. You assume all risks associated with dealing with other users with whom You come in contact through the WorthJobs Sites. By its very nature other people's information may be offensive, harmful or inaccurate, and in some cases will be mislabelled or deceptively labelled. We expect that You will use caution and common sense when using the WorthJobs Sites.

Because User authentication on the Internet is difficult, WorthJobs cannot and does not confirm that each User is who they claim to be. Because we do not and cannot be involved in User-to-User dealings or control the behaviour of participants on any WorthJobs Site, in the event that You have a dispute with one or more Users, You release WorthJobs (and our agents and employees) from claims, demands and damages (actual and consequential and direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes to the fullest extent permitted by law.

The WorthJobs Sites and the WorthJobs Content may contain inaccuracies or typographical errors. WorthJobs makes no representations about the accuracy, reliability, completeness, or timeliness of any WorthJobs Site or the WorthJobs Content. The use of all WorthJobs Sites and the WorthJobs Content is at Your own risk. Changes are periodically made to WorthJobs Sites and may be made at any time. WorthJobs cannot guarantee and does not promise any specific results from use of any WorthJobs Site. No advice or information, whether oral or written, obtained by a User from WorthJobs or through or from any WorthJobs Site shall create any warranty not expressly stated herein.

WorthJobs encourages You to keep a back-up copy of any of Your User Content. To the extent permitted by law, in no event shall WorthJobs be liable for the deletion, loss, or unauthorized modification of any User Content.

WorthJobs does not provide or make any representation as to the quality or nature of any of the third party products or services purchased through any WorthJobs Site, or any other representation, warranty or guaranty. Any such undertaking, representation, warranty or guaranty would be furnished solely by the provider of such third party products or services, under the terms agreed to by the provider.

If You believe that something on the Site violates these Terms please contact our designated agent set forth in Section 6 above.

If notified of any content or other materials which allegedly do not conform to these Terms, WorthJobs may in its sole discretion investigate the allegation and determine whether to remove or request the removal of the content. WorthJobs has no liability or responsibility to Users for performance or non-performance of such activities.

9. Disclaimer of Warranty.

TO THE FULLEST EXTENT POSSIBLE BY LAW, WORTHJOBS DOES NOT WARRANT THAT ANY WORTHJOBS SITE OR ANY WORTHJOBS SERVICES WILL OPERATE ERROR-FREE OR THAT ANY WORTHJOBS SITE AND ITS SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF ANY WORTHJOBS SITE OR THE WORTHJOBS CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA OR ANY OTHER COSTS, WORTHJOBS IS NOT RESPONSIBLE FOR THOSE COSTS. THE WORTHJOBS SITES AND WORTHJOBS CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. WORTHJOBS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. WORTHJOBS MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE WORTHJOBS CONTENT, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS.

10. Disclaimer of Consequential Damages.

TO THE FULLEST EXTENT POSSIBLE BY LAW, IN NO EVENT SHALL WORTHJOBS, ITS SUPPLIERS, OR ANY THIRD PARTIES MENTIONED ON ANY WORTHJOBS SITE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA, LOST EMPLOYMENT OPPORTUNITY OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE ANY WORTHJOBS SITE

AND THE WORTHJOBS CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WORTHJOBS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Limitation of Liability.

TO THE FULLEST EXTENT POSSIBLE BY LAW, WORTHJOBS'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH ANY WORTHJOBS SITE OR YOUR USE OF THE WORTHJOBS CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED \$100.

12. Links to Other Sites.

The WorthJobs Sites contain links to third party Web sites. These links are provided solely as a convenience to You and not as an endorsement by WorthJobs of the contents on such third-party Web sites. WorthJobs is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party Web sites. If You decide to access linked third-party Web sites, You do so at Your own risk.

13. No Resale or Unauthorized Commercial Use.

You agree not to resell or assign Your rights or obligations under these Terms. You also agree not to make any unauthorized commercial use of any WorthJobs Site.

14. Indemnity.

You agree to defend, indemnify, and hold harmless WorthJobs, its affiliates, and their respective officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) any User Content or other material You provide to any WorthJobs Site, (ii) Your use of any WorthJobs Content, or (iii) Your breach of these Terms. WorthJobs shall provide notice to You promptly of any such claim, suit, or proceeding.

15. General.

WorthJobs makes no claims or representations that the WorthJobs Content may be lawfully viewed or accessed outside of Kenya. Access to the WorthJobs Content may not be legal by certain persons or in certain countries. If You access any WorthJobs Site You do so at Your own risk and are responsible for compliance with the laws of Your jurisdiction. Any software downloaded from any WorthJobs Site is further subject to Kenya export control laws, and may not be downloaded or otherwise exported or re-exported into (or to a national or resident of) any other country to which the Kenya has embargoed goods. By downloading or using such software, You represent and warrant that You are not located in, under the control of, or a national or resident of any such country, individual, or entity on any such list.

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18. Term and Termination.

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