

## serve2perform Terms of Use

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These Terms of Use, along with our Privacy Policy, available on our website at [www.serve2perform.com](http://www.serve2perform.com) (the "Privacy Policy"), set forth the legally binding terms of your access to and use of the Services (the "Terms").

"You" means the individual entering and agreeing to these Terms on his or her own behalf; or, if these Terms are being entered on behalf of an organization, such as an employer, "you" means the organization on whose behalf which these Terms are entered into, and in such case, the person entering into and agreeing to these Terms represents and warrants that he or she has the authority to do so on behalf of such organization.

Please read the Terms carefully. You understand and agree that the Terms set forth the legally binding terms and conditions for your use of the Site and the Services, and the Site and Services are made available and provided to you exclusively under these Terms. **By visiting, using or accessing the Site or the Services, you agree to comply with and be bound by the Terms.** If you do not agree with the Terms, you should leave the Site and discontinue use of the Site and Services immediately. If you wish to register as a serve2perform user to make use of the Services reserved for registered users, you must indicate your acceptance of the Terms during the registration process. Note, however, that these Terms apply to your access and use of the Site and the Services regardless of whether you register.

1. License Grant. You are granted a personal, revocable, limited, non-exclusive, non-transferable license to access and use the Site and the Services conditioned on your continued acceptance of, and compliance with, these Terms, as they may be modified from time to time. We reserve the right to bar, restrict or suspend any user's access to the Site and/or Services, and/or to terminate this license at any time for any reason. We reserve all rights not explicitly granted in these Terms.

2. License Restrictions. You may not (i) use the Services for any unauthorized or illegal purpose or activity including, without limitation, any activity to obtain or attempt to obtain unauthorized access to the Site and/or the Services; (ii) interfere with the proper working of the Site and/or the Services including, without limitation, the transmission of any virus, worm, back door, Trojan horse, denial of service attack or other similar routine, instruction or design; (iii) interfere with any other person's use and enjoyment of the Site or the Services; or (iv) reproduce, duplicate, copy, create creative derivative

works of, market, sell, resell or exploit for any commercial purposes any portion of the Site or the Services.

3. Your Acceptance; Revisions to Terms of Use. The Site and the Services are available only to individuals who can enter into legally binding contracts under applicable law. Any use or access by anyone under the age of 16 is prohibited. These Terms constitute a legally binding agreement between you and us regarding your use and access to the Site and the Services. By using the Site and the Services you agree to the Terms. As provided below, we reserve the right to revise the Terms at any time by posting revised Terms to the Site. Your use of the Site or the Services constitutes your acceptance of all the terms and conditions contained within the Terms posted at the time of your use. You are responsible for regularly reviewing the Terms posted to the Site.

4. Personal Login Information. Certain features and areas of the Services are available only with a registration, login and/or a paid subscription. If you are required to register and select a unique login and password ("Personal Login Information"), you must keep your Personal Login Information confidential, including taking appropriate measures to maintain confidentiality, such as logging off and closing the Internet browser, especially when you are connected to the Internet through an unsecured network or when using a computer or a device shared with others. Your Personal Login Information is personal to you and you may not allow any third party to use it under any circumstances. You may not transfer your user account or Personal Login Information to any other party. We are not liable for any harm caused by or related to the theft, misappropriation, disclosure or unauthorized use of your Personal Login Information. You must contact us immediately if you become aware of or believe there is or may have been any unauthorized use of your Personal Login Information or otherwise wish to deactivate your Personal Login Information due to security concerns.

If you use your LinkedIn username and password as your Personal Login Information, you also agree to comply with LinkedIn's User Agreement, Privacy Policy, Community Guidelines and Copyright Policy, as they may be updated from time to time, and any other policies that LinkedIn may post from time to time for the use of its website, mobile applications and/or other services.

5. User Obligations. You warrant that you will (i) abide by, without limitation, all applicable local, state, national and international laws and regulations with respect to your use of the Site and/or the Services, (ii) not collect or store data about other users or other information listed on the Site or the Services, and (iii) not interfere with the use and enjoyment of the Site or the Services by other users or with our operation and management of the Site or the Services. You will, at all times, provide true, accurate, current, authorized and complete information when submitting information or materials on the Site, including, without limitation, your name and/or organization (as applicable). If any false, inaccurate, untrue, unauthorized or incomplete information is submitted by you, we reserve the right to terminate your access and use of the Site and the Services. You warrant that you will not impersonate any other person or entity, whether actual or fictitious, when using the Services, or defame or otherwise harm any party through your use of the Site or the Services. You also agree not to create more than one account (for yourself or your organization, as applicable). Without our prior written consent, you may not (i)

allow, enable or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via email (spam); (ii) use any high volume, automated or electronic means (including, without limitation, robots, spiders, scripts or any other automatic device) to access the Site or the Services or to monitor or copy any of our content; (iii) link or deep-link to the Site for any purpose; or (iv) frame the Site, place pop-up windows over its pages or otherwise affect the display of its pages. If we disable your account, you agree not to create another account without our prior written permission.

6. User Submitted Content. You are responsible for all content that you submit to us through your use of the Site and Services. The content posted on our Site does not necessarily reflect our views and in no event shall we assume or have any responsibility or liability for any information posted to the Site or for any claims, damages or losses resulting from the use and/or appearance of such information on the Site. We have no obligation to, and do not in the normal course, monitor or control any content that is or becomes available on the Site, and we are not responsible for any inaccurate, offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter. We reserve the right to review any content that is or becomes available to us. We reserve the right to refuse to post or to edit or remove, in whole or in part, any content that is, in our sole discretion, unacceptable, undesirable or in violation of these terms. We may terminate access for content providers or users who are found repeatedly to provide or post protected material without necessary rights and permissions. By submitting information to us, you grant to us a perpetual, non-exclusive, sub-licenseable, royalty-free, worldwide license to use, transmit, copy and display such information in any and all media now known or hereinafter devised, and you represent and warrant that you have all necessary rights to make any such submission.

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8. DISCLAIMER OF WARRANTIES. THE SITE AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM TO THE FULLEST EXTENT BY LAW ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY (i) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, (ii) THAT THE SITE OR THE SERVICES OR ANY CONTENT THEREON, OR ANY RESULTS THAT MAY BE OBTAINED BY YOU, ARE COMPLETE, ACCURATE, RELIABLE OR NON-INFRINGEMENT; (ii) THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; (iii) THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SITE OR THE SERVICES WILL MEET YOUR EXPECTATIONS; OR (iv) THAT OUR CONTENT WILL REMAIN UNCHANGED OR ACCESSIBLE ON THE SITE OR THE SERVICES.

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9. LIMITATION OF LIABILITY; RELEASE. NEITHER WE OR ANY OF OUR AFFILIATES, OFFICERS, EMPLOYEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS SHALL BE LIABLE, AND WE EXPRESSLY DISCLAIM ANY LIABILITY, FOR ANY CLAIM, LOSS OR DAMAGE, DIRECT OR INDIRECT, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT,

SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES AND DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY), REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, STATUTE OR OTHERWISE, OF ANY KIND WHATSOEVER IN CONNECTION WITH, AS A RESULT OF, OR ARISING (i) OUT OF THE USE OF OR INABILITY TO USE THE SITE OR THE SERVICES AND/OR ANY OF OUR CONTENT; (ii) FROM ANY INTERRUPTION IN THE AVAILABILITY OF THE SITE OR THE SERVICES AND/OR OUR CONTENT; (iii) FROM ANY LOSS OF DATA AND/OR FROM ANY EQUIPMENT FAILURE; (iv) OUT OF THE PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM ANY PROBLEMS WITH THE SITE, THE SERVICES OR ANY TRANSACTION ENTERED INTO THROUGH OR FROM THE SITE OR THE SERVICES; (v) FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (vi) FROM STATEMENTS OR CONDUCT OF ANY THIRD PARTY; (vii) FROM ANY DELAY OR FAILURE ARISING OUT OF CAUSES BEYOND OUR CONTROL; (viii) OUT OF THE USE OF, REFERENCE TO, OR RELIANCE ON, OUR CONTENT; (ix) OUT OF ANY THIRD PARTY MATERIALS, INFORMATION, PRODUCTS AND SERVICES CONTAINED ON, OR ACCESSED THROUGH, THE SITE OR THE SERVICES; (x) OUT OF ANY CONTENT, MATERIALS, ACCURACY OF INFORMATION AND/OR QUALITY OF THE PRODUCTS, SERVICES OR MATERIALS PROVIDED BY OR ADVERTISED ON THIRD PARTY WEBSITES; OR (xi) OUT OF ANY OTHER MATTER RELATING TO THE SITE OR THE SERVICES.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THIS SITE OR THE SERVICES, SUBJECT TO THE FOLLOWING PARAGRAPH, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SITE AND THE SERVICES.

BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED \$100.

10. EXCLUSIONS AND LIMITATIONS. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit our liabilities, the scope and duration of such warranty and the extent of our liability shall be the minimum permitted under such applicable law.

11. INDEMNIFICATION. You agree to indemnify and hold harmless us and our officers, directors, employees and agents from and against any claims, suits, proceedings, disputes, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable legal and accounting fees (including costs of defense of claims, suits or proceedings brought by third parties), in any way related to (i) your access to or use of the Site or the Services, (ii) any content that you have submitted, or (iii) your breach of any of these Terms. We will endeavor to provide prompt written notice of any such claim, but failure to provide such notice will not release you from any of your obligations pursuant to this Section except to the extent that you are actually prejudiced by such failure, and will not relieve you from any other liability that you may have to us or such other parties other than under this Section.

12. TRADEMARKS. Certain of the names, logos and other materials displayed on the Site constitute trademarks (including, without limitation, serve2perform and PerformanceGPA), tradenames, service marks or logos ("Marks") of us or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities.

13. COPYRIGHTS; RESTRICTIONS ON USE. The content made available to you through the Site and the Services (including, without limitation, text, databases, software, code, music, sound, photos, videos and graphics), other than content submitted by you, is (i) copyrighted by us and/or our licensors under United States and international copyright laws, (ii) subject to other state, federal and international intellectual property laws, treaties and regulations (including, without limitation, any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide), and (iii) owned by us or our licensors. Our content may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, published, publicly performed, publicly displayed, re-distributed or disseminated in any way without our prior written permission and the prior written permission of our applicable licensors. You must abide by all copyright notices, information or restrictions contained in or attached to any of our content.

14. MODIFICATIONS. The Terms may be modified by us from time to time by posting such amended Terms on the Site. These Terms of Use were last updated as set forth below.

15. TERMINATION. We reserve the right to modify or discontinue the Site and terminate the Services with or without notice to you. We shall not be liable to you or any third party should we exercise our right to modify or discontinue the Site or the Services.

16. WAIVER AND SEVERABILITY. The failure of to exercise or enforce any right or provision in these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent of the law, and all other provisions shall remain in full force and effect.

17. SURVIVAL. The limitations on liability explicitly set forth herein shall survive the expiration or earlier termination of the Terms for any reason. Our (and our licensors') proprietary rights (including, without limitation, any and all intellectual property rights) in and to our content and the Services shall survive the expiration or earlier termination of the Terms for any reason.

18. GOVERNING LAW AND JURISDICTION. These Terms shall be governed by the laws of the State of Arkansas, without respect to its conflict of laws principles. We each agree to submit to the personal jurisdiction of a state court located in Fayetteville, Arkansas, or the United States District Court for the Western District of Arkansas, for any actions not subject to Section 18 (Arbitration).

Effective Date: May 31, 2013