TERMS	CONDITIONS
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Release	You knowingly, and voluntarily do hereby indemnify, release, acquit, waive, forever discharge, and covenant not to sue ResumeBuilder.com and the ResumeBuilder.com Parties from and against any and all liabilities, costs and expenses (including without limitations, any reasonable fees and expenses of its attorneys and consultants) relating to or arising out of any claims, demands or causes of action of every kind and character as a result of the information, Content and Materials offered by ResumeBuilder.com through the Site.
Account Access	If use of all or any part of the Site is contingent on you and your users accessing an "account" and/or inserting a "user-identification" and/or "password", you agree that you will be solely responsible for the user-ids and passwords that are provided to you (as such passwords may be changed from time to time in accordance with features of the Site) to log-in to the password protected Site. If non-authorized individuals have access to your systems or to your users' user-id and password, they may be able to use the Site. You shall keep any correspondence you receive relating to or through the use of the Site (including, but not limited to, your user-id, passwords, and other registration or sign-in information) confidential and in a safe place and not disclose it to any third party. You will be responsible and liable for all communications and actions that take place through the use of your user-ids, including without limitation, any actions that occur without your authorization. Accordingly, it is your responsibility to take appropriate actions immediately if any password has been stolen, leaked, compromised or otherwise used without proper consent.
Modification to Terms	ResumeBuilder.com may revise and update this Agreement from time to time in its sole discretion. All changes are effective immediately when posted, and apply to all access to and use of the Site thereafter. However, any changes to the dispute resolution provisions set out below will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Site. Your continued use of the Site following the posting of revised Agreement means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

This Site is controlled by ResumeBuilder.com from its corporate offices in Seattle, Washington, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these jurisdictions have laws that may differ from the laws of the State of Washington, by accessing Site both you and ResumeBuilder.com agree that the statutes and laws of Washington, without regard to the conflicts of laws principles thereof, will apply to all matters relating to use of this Site.

ResumeBuilder.com and you agree to arbitrate all disputes and claims between us except for (i) claims seeking injunctive relief in connection with the intellectual property of ResumeBuilder.com, and (ii) claims for amounts less than \$10,000. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory:

claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising); claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and claims that may arise after the termination of this Agreement.

You agree that, by entering into this Agreement, you and ResumeBuilder.com are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

A party who intends to seek arbitration must first send to the other a written Notice of Dispute ("Notice"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If ResumeBuilder.com and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or ResumeBuilder.com may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by ResumeBuilder.com or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or ResumeBuilder.com is entitled.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless ResumeBuilder.com and you agree otherwise, any arbitration hearings will take place in Seattle, Washington. The arbitrator shall issue a reasoned written decision sufficient to explain the findings and conclusions on which the award is based. The payment of arbitration fees will be governed by the AAA rules.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND RESUMEBUILDER.COM 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. Further, unless both you and ResumeBuilder.com agree otherwise, the arbitrator may not consolidate more than one person's claims, and not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

If your claim is for \$10,000 or less, you agree that any such disputes will be resolved through the courts located in Seattle, Washington.

This Agreement shall be governed by Washington law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction or the United Nations Convention on the International Sale of Goods, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Site, with the exception of claims for injunctive relief, shall be subject to the exclusive jurisdiction of the state and federal courts located in Seattle, Washington,

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provisions shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provisions, with all other provisions remaining in full force and effect

It may be necessary for ResumeBuilder.com to perform scheduled or unscheduled repairs, maintenance, or upgrades and such activities may temporarily degrade the quality of the Site or result in a partial or complete outage of the Site. ResumeBuilder.com provides no assurance that you will receive advance notification of such activities or that access to the Site will be uninterrupted or error-free.

No joint venture, partnership, employment, or agency relationship exists between you and ResumeBuilder.com as a result of this agreement or use of the Site.

The failure of ResumeBuilder.com to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by ResumeBuilder.com in writing.

If you have not entered into another agreement with ResumeBuilder.com regarding the subject matter contained herein, then this Agreement comprises the

entire agreement between you and ResumeBuilder.com and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding such subject matter. However, if you and ResumeBuilder.com have entered into another agreement regarding the subject matter set forth herein that is a written and signed agreement between you and ResumeBuilder.com, then this Agreement should be read and interpreted in conjunction with such agreement and, in the event of a conflict between this Agreement and a written, signed agreement between the parties, the written, signed agreement shall govern and control.

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to communications@ResumeBuilder.com, send mail to ResumeBuilder.com at 450 Alaskan Way South, Suite 200, Seattle, WA 98104, or call ResumeBuilder.com at (800) 301-9082.

Governing Law and Arbitration

General

Questions or Additional Information: