

Global Terms of Use Agreement

Effective Date: July 15, 2020

Welcome to the websites and online services of Turismo Jobs, LLC. ("**Turismo Jobs**," "**we**," or "**us**"). This Global Terms of Use Agreement (this "Agreement") is a legal contract between Turismo Jobs LLC. and yourself (referenced herein with "you" or with "your"), which governs your use of and/or access to our Services (defined below).

This Agreement applies to all persons and entities who visit, use or access any of the Services ("Users"). By accessing or using the Services, you signify that you have read, understood and agree to be bound by the terms and conditions of this Agreement, whether or not you are a registered user, partner, or customer of the Services. If you are accepting on behalf of your employer or another entity, you represent and warrant that you have full legal authority to enter into this Agreement on behalf of such employer or other entity and are able to bind such employer or other entity to the terms and conditions of this Agreement. This Agreement incorporates the Turismo Jobs Privacy Policy and any other Specific Terms of Service (defined below) as applicable.

We reserve the right to amend this Agreement (including the Privacy Policy and any Specific Terms of Service) at any time by notifying you as provided in this Agreement. Your continued use of the Services after any such change constitutes your acceptance of the revised Terms of Use. If you do not agree to any of these terms of this Agreement, you are not permitted to use or access (or continue to access), the Services.

Certain features of the Services may also have their own specific terms and conditions that you agree to when you sign up for that particular product, function, or service ("Specific Terms of Service").

Which Website and Terms of Use Apply to You?

As of the Effective Date stated above, the websites covered by this Agreement include: www.turismojobs.com, www.turismojobs.in, www.turismojobs.co.uk, findanyjobhiring.com, freejobposting.org, jobsindisney.com, jobsavailableinhotels.com, jobsavailableinthemeparks.com, jobscruises.com, jobsinnewyorktourism.com, jobsintravelindustry.com, jobsoncruise.com, newjobopen.com, tourismjob.in, tourismjobsearch.com, tourismjobsearch.in, tourismjobsinorlando.com, tourismjobsnearme.com, turismojobs.com, turismojobs.in, tourismvacancies.com, tourismvacancy.com, traveljob.in, traveljobsindia.com, travelsjobs.com, travob.com, travobs.co.uk, travobs.com, travobs.in and our Mobile Applications (collectively, the "Websites").

Which Services are Covered by this Agreement?

This Agreement applies to your interactions with Turismo Jobs through the following mechanisms, which are collectively referred to as the "Services":

- On Turismo Jobs Websites or through a Turismo Jobs mobile application.

- Through email, WhatsApp, SMS, chat or other online communications between you and Turismo Jobs.
- When you interact with a Turismo Jobs job search widget and/or banner and/or link contained in Job Advertisements that are located on a third-party website, where the third parties have hired Turismo Jobs to provide services to the third party and your interaction brings you to a Turismo Jobs Website.

Specific Terms of Service [Top](#)

IF YOU ARE LOCATED IN THE UNITED STATES, CANADA, AUSTRALIA, NEW ZEALAND, INDIA, OR ANY OTHER JURISDICTION OUTSIDE THE EUROPEAN ECONOMIC AREA / SWITZERLAND / UNITED KINGDOM

These Specific Terms of Service apply to the following websites www.Tourismojobs.com, www.Tourismojobs.in, findanyjobhiring.com, freejobposting.org, jobsindisney.com, jobsavailableinhotels.com, jobsavailableinthemeparks.com, jobscruises.com, jobsinnewyorktourism.com, jobsintravelindustry.com, jobsoncruise.com, newjobopen.com, tourismjob.in, tourismjobsearch.com, tourismjobsearch.in, tourismjobsinorlando.com, tourismjobsnearme.com, tourismojobs.co.uk, tourismojobs.com, tourismojobs.in, tourismvacancies.com, tourismvacancy.com, traveljob.in, traveljobsindia.com, travelsjobs.com, travob.com, travobs.com, travobs.in or any other website with a Turismo Jobs domain associated with a jurisdiction *outside* of the European Economic Area (“EEA”), Switzerland, or the United Kingdom (“U.K.”).

SECTION 15 OF THESE SPECIFIC TERMS OF SERVICE INCLUDES A MANDATORY AGREEMENT TO ARBITRATE, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO YOUR USE OF ANY OF THE SERVICES TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT UNLESS YOU VALIDLY ELECT TO OPT OUT OF SUCH PROVISION. THE DISPUTES/ARBITRATION PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION. DO NOT ACCESS OR USE ANY OF THE SERVICES IF YOU DO NOT AGREE TO THESE TERMS IN THEIR ENTIRETY.

A Specific Terms of Service may supplement this Agreement, but if any term of this Agreement expressly conflicts with any term of a Specific Terms of Service, the conflicting term in the Specific Terms of Service will control but only with respect to the applicable product, function or service. All other terms and conditions in both this Agreement and the Specific Terms of Service will remain in force.

If you are using the Services as a Job Seeker, please review the terms of Section 7 carefully. If you are using the Services as a Client, please review the terms of Section 8 carefully.

1. USE OF THE SERVICES Top

By using the Services, you acknowledge that we do not have control over the quality, accuracy, completeness, veracity or legality of content provided by third parties. In addition, you acknowledge that we do not have control over the integrity, responsibility or actions of Job Seekers or Clients.

A. Eligibility

You must be at least eighteen (18) years of age or the age of majority in the jurisdiction in which you reside to use the Services, so that you can form a binding contract with Turismo Jobs. If you are under the age of eighteen (18) or the age of majority, and you are permitted to work in the jurisdiction in which you reside, you represent that a parent or legal guardian has reviewed and agrees to this Agreement on your behalf. You may not use the Services if your use of the Services has been previously terminated or suspended by Turismo Jobs, unless we have provided you with specific written authorization to re-use the Services.

For residents of Canada: The Services are not offered in the province of Quebec, or in respect of the hiring, employment, or offer of employment, of any employee in the province of Quebec. For further clarity, the provision of the Services and any employment or other relationship of a user of the Services shall not be governed by Quebec law. Pour les résidents canadiens: les Services ne sont pas offerts dans la province de Québec, incluant en ce qui concerne le recrutement, l'emploi ou l'offre d'emploi de tout employé dans la province de Québec. Pour plus de précisions, la prestation des Services, et toute relation d'emploi ou autre relation d'un utilisateur des Services ne seront pas régies par les lois québécoises.

By using the Services, you expressly acknowledge, agree and request that this document, and all related documents, be expressed in the English language. En utilisant les Services, vous reconnaissez, acceptez et exigez expressément que la présente entente, ainsi que tous les documents qui s'y rattachent, soient rédigés en langue anglaise.

B. Contact with You by Telephone or SMS (including WhatsApp)

When using specific Services, we may ask for your consent to contact you by telephone, including by SMS, WhatsApp. By granting such consent, you authorize Turismo Jobs to contact you by telephone at the number(s) you have provided and acknowledge that Turismo Jobs may do so using an automatic telephone dialing system or an artificial or prerecorded voice (to the extent permitted by the laws of the jurisdiction where you reside).

You may revoke consent to be contacted by telephone by emailing info@tourismojobs.com and including the wording "Revocation of Telephone Consent" in the subject line. To stop receiving SMS messages from Turismo Jobs, you may reply "STOP" to any SMS message you receive. Consent to being contacted by telephone is not required as a condition of using the Services or of purchasing any other property, goods, or services from Turismo Jobs.

You agree that we may, but are not obligated to, monitor or record any of your telephone conversations with us for quality control purposes, for training our employees and for our own protection. You acknowledge that not all telephone lines or calls are recorded by us and that we do not guarantee that recordings of any particular telephone calls will be retained or are capable of being retrieved.

C. Contact with You by Email

By providing Tourismo Jobs your email address, you consent to our using the email address to send you Service-related and other non-commercial notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers (to the extent permitted by the laws of the jurisdiction where you reside). If you have consented to receive email job alerts or marketing communications from us, we will send you such communications until you opt-out. If you do not want to receive job alert emails and/or marketing communications from us, you may opt-out or change your preferences in your Account page or by following the opt-out and/or unsubscribe instructions in the email message, or by requesting to be opted-out by emailing: info@tourismojobs.com. Please note that opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

Please note, that while you can opt-out of marketing messages and email job alerts, you cannot opt-out of service-related communications, including those related to security, legal notices, your account, your use of our Services, billing, and other transactional purposes unless you deactivate your account and stop using our Services.

D. User Accounts

The information in this section applies to all User accounts. If you sign up and/or create an account with Tourismo Jobs (in accordance with Section 7C or Section 8 below), you may control your profile information and how you interact with the Services by changing the settings on your Settings page. When creating your account or uploading information to the Services through your account, you represent and warrant that you will provide accurate and complete information. You are solely responsible for the activity that occurs under your account. You are expected to use "strong" passwords (passwords that use a combination of upper and lowercase letters, numbers and symbols) with your account.

You must exercise caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You understand and agree that your account is personal to you and you agree not to provide any other person with access to the Services using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You understand that even if you notify us, you will be totally responsible for all activities that occur under your account. You also agree to ensure that you logout from your account at the end of each session. You are responsible for any password misuse or any unauthorized access.

We reserve the right at any time and from time to time, to disable or terminate your account, any username, password, or other identifier, whether chosen by you or provided by us, in our sole discretion for any or no reason, including any violation of any provision of these Terms of Use.

By connecting to the Services using a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service. For example, if you access the Services through a social networking site, you agree that Tourismo Jobs can access, store, and make available on the Services, any information and data that you provide in your applicable social networking site account such that the same information is available in your Tourismo Jobs account. You agree that we are not liable for any personal data that is made available to us in violation of your privacy settings with the applicable social networking site.

Tourismo Jobs may suspend or terminate your account and/or your access to the Services, or any portion of the Services at any time without notice to you, for any reason, including if in our sole discretion we determine that you have violated the terms of this Agreement (including in accordance with Section 1E and/or 6F below). Upon any such termination, all the provisions of this Agreement shall continue to survive except for any provisions that grant you access to any of the Services. You agree that we will have no liability to you for any termination or suspension of your access to the Services or your account, or the deletion of information contained within such account.

E. General Rules for Use of Services

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Services in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Services in a manner that sends more request messages to the Tourismo Jobs servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Tourismo Jobs grants the operators of public search engines revocable permission to use spiders to copy materials from Tourismo Jobs.com for the sole purpose of, and solely to the extent necessary for, creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited communications; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (v) taking any action that imposes, or may impose, as determined in our sole discretion, an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Services; (vii) collecting or harvesting any personally identifiable information from the Services, except as expressly permitted by certain features of the Services; (viii) using the Services for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Services; (xi) accessing any content on the Services through any technology or means other than those provided or authorized by the Services; (xii) bypassing the measures we may use to prevent or restrict access to the Services, including without limitation, features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein; (xiii) disclosing or sharing login credentials; (xiv) reverse engineering or decompiling any parts of the Services; (xv) frame or link to any information or content on the Services; (xvi) post or submit any inaccurate, incomplete, or false biographical information or another person's information; or (xvii) post or submit any material that is unlawful, illegal, defamatory, offensive, discriminatory, threatening, or obscene as determined by Tourismo Jobs.

We may, without prior notice, change any aspect of the Services; stop providing the Services or features of the Services; or create usage limits for the Services (for paid products and services). If

any such change, cessation or limitation of the Services materially and adversely affects you, then you may terminate the Services on written notice to us. In the event of such termination, you will receive a pro-rata refund of any pre-paid fees pertaining to Services paid for, but not provided, for the balance of the applicable term of your then-current subscription plan. We may permanently or temporarily limit, condition, terminate or suspend your access to the Services or any features thereof, including if in our sole determination (acting reasonably) you breach or violate any provision of this Agreement, commit fraud or other abuse using the Services.

You are solely responsible for your interactions with other Turismo Jobs Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Turismo Jobs shall have no liability for your interactions with other Users, or for any User's action or inaction. Turismo Jobs shall have no obligation to you to enforce this Agreement against any other User.

F. Use of Salary Data

The provisions of this Section apply to your access to any salary data through the Services. You agree that third parties from whom we obtain salary data included in the Salary Data Displays (defined below), including, without limitation, ADP, LLC, are third party beneficiaries of all provisions of this Section and as a result shall have the right to enforce the provisions of this Section against you. As used in this Section, "Salary Data Display" means a report, histogram or other display generated in response to a query posed by you on our platform that incorporates in whole or in part, salary data. You understand that you will be restricted to no more than five (5) salary data searches in any rolling thirty (30) day period unless you create an account on our platform.

We hereby grant to you (i) a revocable license to access Salary Data Displays, and (ii) a perpetual license to use Salary Data Displays, in each case, solely for your personal or internal use, as applicable, and subject to, and revocable immediately by us, in the event of your breach of any of the provisions of this Section, including the restrictions on use of the Salary Data Display set forth in this Section, or your confidentiality obligations set forth in Section 16.G. of this Agreement. You agree to use the salary data and Salary Data Displays in accordance with all applicable laws, and you agree that you will not, under any circumstances, disclose, otherwise give a third party access to, reproduce, distribute, resell, transfer, copy, make available or create derivative works of, or use other than for your own personal or internal purposes, as applicable, the Salary Data Display or outputs from the Salary Data Display.

Without limiting the generality of the foregoing or the provisions of Section 13 of these Specific Terms of Service: (I) SALARY DATA AND SALARY DATA DISPLAYS ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS; (II) ANY USE OR RELIANCE UPON ANY PORTION OF THE SALARY DATA AND SALARY DATA DISPLAYS SHALL BE AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND ANY THIRD PARTY PROVIDERS OF SALARY DATA HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SALARY DATA OR SALARY DATA DISPLAYS, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF ACCURACY, COMPLETENESS, CORRECTNESS, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND (III) NEITHER WE NOR ANY THIRD PARTY PROVIDER OF SALARY DATA SHALL BE LIABLE FOR ANY LOSS, COST OR DAMAGE SUFFERED OR INCURRED BY USE BY YOU OF THE SALARY DATA AND SALARY DATA DISPLAYS.

2. USER CONTENT AND USERS [Top](#)

A. Posting or Viewing User Content

The Services may allow Users to post and/or provide content that may be viewable by other Users, including, but not limited to, Job Advertisements, company information, a job seeker's application information, content of messages, resumes/CVs, logos, trademarks, comments, questions, and other content or information ("**User Content**").

User Content is the sole responsibility of the person or entity that provided the User Content. You shall be solely responsible for your User Content and the consequences of posting, providing or publishing it.

B. Prohibited Types of User Content

The following list is intended to be illustrative of the types of User Content that are prohibited, but this is not an exhaustive list: You agree not to post or provide User Content that (i) may create a risk of harm to any person or property; (ii) provides instructional information about illegal activities; (iii) involves the transmission of junk or unsolicited mail or other communications, 'phishing' or 'scamming'; (iv) provides links to material that is illegal or offensive, or targets or solicits personal information from anyone under the age of 18; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; (viii) contains any information or content that is false, misleading, or otherwise deceptive; or (ix) violates the Intellectual Property Rights (as defined below) or rights of privacy of any third party. For the purposes of this Agreement, "Intellectual Property Rights" means patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction. If you are a Client providing or submitting Job Advertisements, you further agree that such content will not contain any personally identifiable information.

C. No Warranties or Obligations

You agree that Turismo Jobs makes no representations, warranties, promises or guarantees regarding any content provided or generated by third parties, including, without limitation, the content of messages, Job Advertisements and resumes. You further agree that Turismo Jobs acts as a passive conduit for the distribution, provision, and publication of User Content, and has no obligation to screen or verify the accuracy, legality, legitimacy, truthfulness, or completeness of User Content, and accordingly, you accept that Turismo Jobs is not responsible and has no liability for User Content. You understand that you may be exposed to User Content that is inaccurate, incomplete, illegal, misleading, false, offensive, constitutes spam, or is otherwise unsuited to your purpose, and you accept that it is your responsibility to verify the quality, accuracy, truthfulness, legality or reliability of User Content, including, without limitation, resumes/CVs and

Job Advertisements and content of messages. Your reliance on any User Content is at your own risk.

Notwithstanding the foregoing, although Tourismo Jobs has no obligation to screen User Content, to the extent that Tourismo Jobs becomes or is made aware of User Content that may or does (i) violate the terms of this Agreement or any other Agreement you have with Tourismo Jobs, or (ii) violate any law or regulation, or (iii) violate the rights of third parties, or (iv) create liability for Tourismo Jobs or otherwise negatively impact Tourismo Jobs, Tourismo Jobs reserves the right to reject and/or remove such User Content, and suspend and/or terminate any User Account associated with such User Content.

D. User Content and the U.S. Communications Decency Act

Please note Section 230 of the U.S. Communications Decency Act ("**CDA**") (and the equivalent or similar laws in your jurisdiction) is intended to exclude or limit the liability of online service providers such as Tourismo Jobs, when such online service providers provide or make available access to third-party user generated content (see § 230 (c)(1) which states: *No provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information content provider*).

The decision by Tourismo Jobs to remove or not post or distribute any User Content, does not by itself amount to participation in the creation of such User Content and, accordingly, does not constitute a waiver of the immunity afforded by the CDA. Additionally, § 230 (c)(2) of the CDA specifically provides: *"No provider or user of an interactive computer service shall be held liable on account of (A) any action voluntarily taken in good faith to restrict access to or availability of material that the provider or user considers to be obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable whether or not such material is constitutionally protected..."*

E. User Interactions and Assumption of Risk

You understand and agree that Tourismo Jobs does not, and cannot, confirm that each User is who he/she/they claim to be. We are not responsible for authenticating Users and therefore it is your responsibility to conduct the appropriate due diligence before communicating or interacting with other Users, including, without limitation, Job Seekers, employers, staffing agencies, and recruiters. You assume all risks associated with Users with whom you come into contact. If you have any disputes or issues with any User you agree to pursue any remedies directly with the applicable User and you release Tourismo Jobs, its subsidiaries, and their respective employees, directors and agents from all claims, demands and damages of every kind (actual and consequential and direct and indirect) known and unknown, suspected and unsuspected, disclosed and undisclosed, to the fullest extent permitted by law.

F. Content Disclosure

Tourismo Jobs reserves the right to disclose User Content and any information related to the provider of such User Content, to third parties in connection with the operation and provision of the Services, to enforce the terms of any agreement that we have with you, to comply with legal obligations and requests from governmental authorities, law enforcement agencies, court orders, subpoenas, etc., and to protect the interests of Tourismo Jobs where necessary. For the avoidance of doubt, you agree that we have the right to disclose your identity to a third party who is claiming that any User Content you posted, provided or uploaded is fraudulent, false, or misleading or

constitutes a violation of the law, or a violation of their intellectual property or ownership rights, or of their right to privacy.

3. USER CONTENT LICENSE GRANT [Top](#)

By posting, submitting, providing and/or otherwise making available any User Content, you expressly grant, and represent that you have a right to grant, to Turismo Jobs, a royalty-free, sublicensable (through multiple layers of sublicensees), perpetual, transferable, non-exclusive, worldwide license to use, sell, reproduce, adapt, translate, sublicense, publicly perform, publicly display, and make derivative works from and otherwise exploit, all such User Content in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for the purposes of posting such User Content on the Turismo Jobs websites, distributing such User Content through the Turismo Jobs distribution and publishing network and in job alerts to job seekers, and to promote Turismo Jobs and the Services. This license continues even if you stop using the Services.

If you are a Client, you acknowledge and agree that Turismo Jobs has no obligation, and may be unable, to remove your Job Advertisements and other content (including any logos and/or trademarks contained therein) once they have been (i) distributed via the Turismo Jobs distribution and publisher network, (ii) listed in search engine results, or (iii) distributed on websites and in job alert emails or job alert texts, or (iv) incorporated into fixed media displays of Turismo Jobs or any third party, and in each case (i) to (iv) above, the license grant from you above will be perpetual and irrevocable for such uses. To the extent your User Content is a trademark, trade name, service mark or service name protected by law, the foregoing license also extends to the use by Turismo Jobs to identify you as a User of the Services in any promotional and marketing materials to promote Turismo Jobs and the Services. Further, to the extent you have given Turismo Jobs the right to access certain User Content that is present on another website or service you own or control, you give Turismo Jobs the right to scrape such website as required to retrieve such User Content for use on the Services as contemplated in the license grants above, notwithstanding any prohibition on scraping set forth in the terms of use or other contractual terms governing such website.

You represent and warrant that you have the rights, power and authority necessary to grant the rights described in this section to User Content that you submit, provide, make available or post, via the Services, that the use by Turismo Jobs of your User Content will not violate any law or infringe the rights of any third party, and that your User Content and any other information that you provide to us is legal, complete, legitimate, truthful and accurate.

4. MOBILE SOFTWARE [Top](#)

We may make available software to access the Services via a mobile or tablet device ("**Mobile Software**"). To use the Mobile Software, you must have a mobile device that is compatible with the Mobile Service. Turismo Jobs does not warrant that the Mobile Software will be compatible with your mobile device. Turismo Jobs hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software for one Turismo Jobs account on mobile devices owned or leased solely by you, for your personal use. You may not : (i) modify, disassemble, decompile or reverse engineer the Mobile Software, except to the extent that such

restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Software; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (v) delete the copyright and other proprietary rights notices on the Mobile Software. You acknowledge that Turismo Jobs may from time to time issue upgraded versions of the Mobile Software and may automatically electronically upgrade the version of the Mobile Software that you are using on your mobile device. You consent to such automatic upgrading on your mobile device and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and Turismo Jobs or its third-party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. Turismo Jobs reserves all rights not expressly granted under this Agreement.

If the Mobile Software is being acquired on behalf of the United States Government, then the following provision applies: Use, duplication, or disclosure of the Mobile Software by the U.S. Government is subject to restrictions set forth in this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14 (ALT III), as applicable. The Mobile Software originates in the United States and is subject to United States export laws and regulations. The Mobile Software may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Software may be subject to the import and export laws of other countries. You agree to comply with all applicable laws related to use of the Mobile Software and the Services.

Additional terms applicable to Mobile Software from Apple App Store:

The following applies to any Mobile Software you acquire from the Apple App Store or its successors ("**Apple App Store-Sourced Software**") as operated by Apple Inc. or one of its affiliates ("**Apple**"): To the extent the other terms and conditions of this Agreement are less restrictive than, or otherwise conflict with, the terms and conditions of this paragraph, the more restrictive or conflicting terms and conditions in this paragraph apply, but solely with respect to the Apple App-Store Software. You acknowledge and agree that this Agreement is solely between you and Turismo Jobs, not Apple, and that Apple has no responsibility for the Apple App-Store Software or content thereof. Your use of the Apple App-Store Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple App-Store Software. In the event of any failure of the Apple App-Store Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple App-Store Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple App-Store Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to Turismo Jobs as provider of the software.

You and Turismo Jobs acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple App-Store Software or your possession and/or use of the Apple App-Store Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple App-Store Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to Turismo Jobs as provider of the Apple App-Store Software. You acknowledge that, in the event of any third party claim that the Apple App-Store Software or your possession and use of that Apple App-Store Software infringes that third party's intellectual property rights, Turismo Jobs, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and Turismo Jobs acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement as relates to your license of the Apple App-Store Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the Apple App-Store Software against you as a third-party beneficiary thereof.

Additional terms applicable to Mobile Software from Amazon Appstore:

If you acquire any Mobile Software from the Amazon Appstore (or its successors) operated by Amazon Digital Services, Inc. or one of its affiliates ("**Amazon**"), then to the extent of any conflict between (a) the [Amazon Appstore Terms of Use](#) or such other terms which Amazon designates as default end user license terms for the Amazon Appstore ("**Amazon Appstore EULA Terms**"), and (b) the other terms and conditions in this Agreement, the Amazon Appstore EULA Terms shall apply with respect to your use of any Mobile Software that you acquire from the Amazon Appstore. Turismo Jobs and you hereby acknowledge that Amazon does not have any responsibility or liability related to compliance or non-compliance by Turismo Jobs or you (or any other user) under this Agreement or the Amazon Appstore EULA Terms.

Additional terms applicable to Mobile Software from Google Play:

If you acquire any Mobile Software from Google Play (or its successors) operated by Google, Inc. or one of its affiliates ("**Google**"), then to the extent of any conflict between (a) the [Google Play Terms of Service](#) and the [Google Play Business and Program Policies](#) or such other terms which Google designates as default end user license terms for Google Play (all of which together are referred to as the "**Google Play Terms**"), and (b) the other terms and conditions in this Agreement, the Google Play Terms shall apply with respect to your use of any Mobile Software that you acquire from Google Play. Turismo Jobs and you hereby acknowledge that Google does not have any responsibility or liability related to compliance or non-compliance by Turismo Jobs or you (or any other user) under this Agreement or the Google Play Terms.

5. OUR PROPRIETARY RIGHTS Top

This Agreement provides only a limited license to access and use the Services in accordance with the terms of this Agreement. Accordingly, you hereby agree that Turismo Jobs transfers no ownership or intellectual property interest or title in and to the Services or any materials used in connection with the Services, including, without limitation, software, (including source code), programs, products, information, documentation, images, text, graphics, user interfaces, visual interfaces, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and content (the, "**Turismo Jobs Content**"). All such Turismo Jobs Content as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through the Services (except for Feedback) are exclusively owned, controlled, and/or licensed by Turismo Jobs or its members, parent(s) licensors, or affiliates. Turismo Jobs, the Turismo Jobs logo, and all other marks are proprietary trademarks of Turismo Jobs and any use of such marks, including, without limitation, as domain names, account identifiers, or in connection with any search engine optimization practice(s), without the prior written permission of Turismo Jobs is hereby strictly prohibited. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under, any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any

materials or content accessible on the Services. Use of the Turismo Jobs Content or materials on the Services for any purpose not expressly permitted by this Agreement is strictly prohibited.

If you participate in any evaluation regarding the Services or otherwise provide Turismo Jobs suggestions, comments, ideas, opinions, recommendations for the modification, correction, improvement, or enhancement of the Services, or other feedback regarding the Services (collectively, "**Feedback**"). Such Feedback will be deemed to include a royalty-free, perpetual, irrevocable, transferable, sublicensable, and non-exclusive right and license for Turismo Jobs to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works of, and display (in whole or in part) worldwide, or act on any such Feedback without additional approval or consideration in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content, and you hereby waive any claim to the contrary. To the extent permitted by applicable law, you waive any moral rights and irrevocably consent to any acts that would otherwise infringe your moral rights, in your Feedback. You agree not to provide any Feedback that is false or misleading or that breaches any agreement you have with a third party.

6. FREE TRIALS AND PAID SERVICES FOR CLIENTS [Top](#)

EXCEPT AS OTHERWISE PROVIDED IN A WRITTEN AGREEMENT BETWEEN YOU AND TOURISMO JOBS, THE FOLLOWING TERMS WILL APPLY TO CLIENTS USING PAID SERVICES.

A. Billing Policies

Certain aspects of the Services may be provided for a fee. If you are a Client and elect to use a paid feature of the Services, you agree to the pricing and payment terms for the applicable Services, as we may update them from time to time. Any recurring charges are billed in advance of service. Turismo Jobs may (1) add new services and products for additional fees and charges, at any time in its sole discretion, or (2) amend fees and charges for existing services, at any time in its sole discretion upon notice.

We may also provide certain products or services via our third-party partners and you agree that your use of such third-party products or services is subject to the contractual (including payment) terms presented by such third parties should you wish to use their services. You further agree that Turismo Jobs has no responsibility for such third-party services and your use of such services is entirely at your own risk. Any change to the fees for paid services shall become effective in the billing cycle following notice of such change to you.

B. No Refunds for Paid Services

You may cancel your subscription to paid services at any time, pursuant to Section 6.E below, and you accept that you will not receive a refund of pre-paid fees for such cancellation, except where otherwise set out in this Agreement. In the event that Turismo Jobs suspends, limits, conditions, or terminates your access to the Services and/or your account due to your material breach of this Agreement or any other agreement that you have with Turismo Jobs, you understand and accept that you will not receive a refund for any unused time with respect to fees that you have pre-paid for a subscription plan, product or service, and to the extent that you have not paid the applicable

fees, you will remain liable to pay Turismo Jobs the entire fees due for the subscription, product or service, as applicable.

C. Payment Information; Taxes; Delinquent Payments

If you are a Client, you authorize Turismo Jobs to provide any Authorized User associated with your account, or such other persons as you may hereafter specify in writing, access to view, change, and inquire, about bank, payment, tax or other information relating to your business relationship with Turismo Jobs.

All information that you provide in connection with a monetary transaction must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction at the prices in effect when such charges are incurred. You will also pay any applicable taxes relating to such transactions. If at any time Turismo Jobs is required by a taxing authority to pay any taxes not previously collected from you, you will promptly submit such taxes (including applicable penalties and interest, if any) to Turismo Jobs upon written notice.

If you elect to add additional paid services or products to your selected subscription or upgrade your subscription, we will invoice you for such services, products and upgrades, and/or charge your credit or debit card (or other payment method) accordingly.

Delinquent payments may bear interest at the rate of one-and-one-half percent per month (eighteen percent per annum) or the highest rate permitted by law, if less, from the payment due date until paid in full. You will be responsible for all reasonable expenses (including legal fees and expenses) incurred by Turismo Jobs in collecting delinquent amounts, except where the delinquent amounts are due to billing inaccuracies. In addition, if you are late in payment of any fees, we reserve the right to either (i) immediately suspend or terminate your access to the applicable Services without notice, and in the event of any such suspension or termination, you will remain responsible for the entire amount of fees owing for such Services; or (ii) bill your credit/debit card on file with us under this or any other agreement. Unless your subscription plan is terminated timely and correctly, you will continue to accrue charges even if you don't use the subscribed Services.

D. Credit and Debit Cards

In the event that you pay for any Services using a credit card or debit card, you authorize Turismo Jobs to charge your credit or debit card (or other acceptable payment method that you have chosen from those offered) ("**Payment Method**"), for the applicable fees for the duration of the applicable term of your selected subscription plan or other paid service or product, together with any applicable sales, use, excise, goods and services tax (GST), consumption or other similar tax applicable to the Services. You represent that you are authorized to use the Payment Method on your company's behalf, and you agree to accept an electronic record of a receipt. If at any time your Payment Method will not accept the charge for fees due, you agree that Turismo Jobs may suspend or terminate your access to the applicable Services and that you will continue to remain liable for the full payment for such Services even after your access to the Services has been terminated or suspended. By providing any Payment Method, you agree that applicable credit card, debit card and billing information may be shared with third parties such as payment processors and credit agencies, and/or collection agencies for the purposes of checking your credit, effecting payment, collecting payments and late fees if applicable, and for providing the applicable Services

to you or in order to enforce our agreement with you. We may also share this information with law enforcement authorities and in response to subpoenas, court orders, and search warrants.

E. Free Trials and Subscription Services (for Clients that have not executed a paper contract)

EXCEPT AS OTHERWISE PROVIDED IN A WRITTEN AGREEMENT BETWEEN YOU AND TOURISMO JOBS, OR BETWEEN YOU AND ONE OF OUR THIRD-PARTY PARTNERS, YOU ACKNOWLEDGE AND AGREE THAT YOUR SUBSCRIPTION TO THE PAID SERVICES WILL AUTOMATICALLY RENEW UNLESS YOU CANCEL IT OR WE SUSPEND OR TERMINATE IT IN ACCORDANCE WITH THESE TERMS.

(i) Free Trial. If you have been offered a free trial to the job posting Services ("**Free Trial**"), you may be required to: (a) select a desired subscription plan ("**Subscription Plan**"), and (b) provide valid credit card/debit card and billing information. Your credit/debit card will not be charged until the expiration of the Free Trial. If you don't cancel prior to the end of the Free Trial term, we will automatically charge your debit/credit card for the first 30 days (if you are on a monthly Subscription Plan) or the first year (if you chose an annual Subscription Plan) or other applicable recurring period depending on the selected Subscription Plan ("**Initial Plan Term**"). We will continue to charge your debit/credit card at the beginning of the applicable renewal period following the Initial Plan Term unless you notify Turismo Jobs that you do not wish to renew prior to the end of the Initial Plan Term.

(ii) Free Trial Cancellation. You can cancel at any time during the Free Trial by calling us at 1-877-252-1062 (US). You may also send us an email at info@tourismojobs.com. If you wish to cancel online, follow the instructions on the website to cancel your free trial immediately. It is your responsibility to timely cancel your Free Trial prior to the expiration of the term of the Free Trial to avoid any unwanted charges. Once your Free Trial is cancelled, you will lose access to information regarding candidates, Job Advertisements and other features of the applicable Subscription Plan.

(iii) Subscription Plans and Renewals. Subscription Plans will automatically renew for recurring periods depending on the duration of your selected Subscription Plan (e.g., every 1 day, 30 days, 3 months, 6 months, annual or other period), and, as authorized by you by agreeing to the automatic renewal of your Subscription Plan during the sign-up process, unless you notify Turismo Jobs of any changes or requests not to renew (i.e., to cancel), prior to the end of the Initial Plan Term (each, a "**Renewal Plan Term**") or each Renewal Plan Term. Cancellation requests should be made in accordance with the instructions provided on the applicable Turismo Jobs website or in accordance with Section 6(E)(iii) below. At the time of the automatic renewal, the applicable subscription or other fees will be charged to the Payment Method provided and/or associated with your account, or you will be invoiced for payment.

(iv) Subscription Plan Cancellation. For paid Subscription Plans, you may cancel at any time effective at the end of the Initial Plan Term or any Renewal Plan Term by calling us at 1-877-252-1062 (US). You may also send us an email at info@Tourismojobs.com, and one of our representatives will contact you. Make sure you cancel prior to your next billing renewal date to avoid any unwanted charges. Your account will be cancelled effective on your next billing date. Once your account is cancelled you will lose access to all content and features under your selected Subscription Plan. You agree and accept that you will not receive any refund if you request a

cancellation and that the cancellation request shall become effective at the end of the Initial Plan Term or Renewal Plan Term in which the cancellation notice is received by Turismo Jobs.

F. Suspension or Termination

(i) Suspension or Termination for Cause. Turismo Jobs may suspend or terminate your access to the Services and/or this Agreement in the following instances: (I) if you breach this Agreement and cannot correct the breach within that period required by Turismo Jobs if the breach is capable of cure; (II) immediately, if you fail to pay any monies owed to Turismo Jobs for paid services; (III) immediately if you become the subject of a bankruptcy, insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding; (IV) immediately in the event of violations of this Agreement; and/or (V) for any abuse, inappropriate behavior, or other conduct, which in our sole discretion adversely affects or has the potential to affect us, our employees or users of our Services. In the event of any suspension of your access to the Services and/or termination of this Agreement or any other agreement you have with Turismo Jobs (other than a termination for convenience by Turismo Jobs), you remain responsible for the entire amount of the fees (pre-paid and/or due), for the applicable Services. Turismo Jobs may also suspend your access to the Services without penalty and without notice, in the event of a suspected violation of this Agreement.

(ii) Suspension or Termination for Convenience. Turismo Jobs can terminate your access to the Services and/or this Agreement for convenience via email notification to you and, in the event of such termination for convenience, you will receive a pro-rata refund of any pre-paid fees pertaining to Services that will not be provided as a result of the termination.

(iii) Your Termination Rights. You may terminate this Agreement if Turismo Jobs materially breaches this Agreement and does not cure the breach within ten (10) days after receipt of written notice from you, which notice must be emailed to: info@Turismojobs.com. Pre-paid fees are non-refundable, except in the case of an uncured material breach by Turismo Jobs (and in the absence of any contributory act and/or omission to act by you), in which case you will receive a pro-rata refund of any pre-paid fees pertaining to Services paid for, but not provided, for the balance of the applicable term of your then-current Subscription Plan.

7. ADDITIONAL TERMS THAT APPLY TO JOB SEEKERS [Top](#)

As a Job Seeker, you can (i) use the Services to search for jobs, (ii) apply for jobs ("**Job Applications**"), (iii) receive job alert emails or text messages, where such features are available to you ("**Job Alerts**"), and (iv) include your resume and other applicable information in the Resume Database. For purposes of this Agreement, references to "resume" or "CV" shall also mean a curriculum vitae, profile, references, recommendations, and other similar written overviews or assessments of a person's experience and qualifications.

If you have a Turismo Jobs account, provide your resume/CV to Turismo Jobs, and/or sign up for Job Alerts, you agree that we may (A) use the information you provide to send you information about Job Advertisements that may be of interest to you; and (B) display or provide your resume/CV and profile information (to the extent that you have not designated it as private) to an employer or recruiter who may be interested in candidates like you.

To the extent that you wish us to share your information and resume/CV with potential employers, recruiters, or staffing agencies (including, where you have submitted your resume/CV to the Resume Database or because you have applied to a Job Advertisement on a Turismo Jobs website), you consent to our sharing your resume/CV, together with any additional information you provide to us during the application process. This means that you give us a perpetual, irrevocable, non-exclusive, royalty-free, worldwide license (and right to sub-license), of any rights, including intellectual property rights, in your resume/CV and any additional information you provide to us, to share or otherwise use such resume/CV and additional information as we reasonably require to fulfil the services we provide to you.

A. Job Applications in General

By applying to a Job Advertisement on the Services, you give us permission to store your information on the Services and to share your information (including your resume/CV), with the entity that posted the Job Advertisement.

You can choose how to submit your Job Application using the options offered through the Services. If you elect to apply through a third-party account, such as Facebook or LinkedIn.com, you will be asked to log-in to the applicable account, and the profile, resume and other information that you have provided as part of any of those accounts will then be provided to the entity that posted the applicable Job Advertisement.

Once you submit a Job Application, your resume and other applicable information will be shared with the entity that posted the Job Advertisement as long as any parameters selected by that entity are met, where applicable. You should therefore ensure that the information you provide is complete and accurate, and only contains information that you are comfortable sharing.

If you ask Turismo Jobs to submit a message to any employer or third party or if you apply for a job using the Services, you accept that Turismo Jobs does not guarantee that the recipient entity will receive, access, view, or respond to your requests or Job Applications, or that the transmission of data will be error-free. Any screener questions provided by the entity posting a Job Advertisement are entirely in the control of that entity and if you require alternate screener questions or application process, you must contact the applicable entity directly.

B. Applying to Job Advertisements on a Turismo Jobs Website

When you apply to a Job Advertisement on a Turismo Jobs website or through the app, if all parameters selected by the entity that posted the Job Advertisement are met, we will send the resume associated with your account (to the extent an account was created as described in Section 7.C. below).

If you have manually logged out of your account or if you have been automatically logged out of your account because of inaction or some other reason, we will ask you to input your email so we can verify your identity before we send the resume associated with your account. Once you receive the verification email and confirm your identity by following the instructions in the email, we will send out the resume associated with your account.

IMPORTANT: It is your responsibility to ensure that the resume associated with your account is always updated, current and accurate before you apply to a Job Advertisement or opt-in to the Resume Database, so an employer receives the most up-to-date information about you. In order to

[delete old resumes, edit your resume, or upload a new resume, please go to the Profile settings in your User account.](#)

Additionally, although Turismo Jobs requests that companies maintain the confidentiality of the Job Applications and resumes/CVs they receive through the Services, Turismo Jobs cannot and does not guarantee that the information you provide will be held in confidence or properly secured by the applicable recipient.

C. Account Creation

In addition to your ability to manually create a Turismo Jobs account yourself, a Turismo Jobs account will automatically be created for you in the following circumstances, if you don't already have an account:

(a) When you sign up for job alerts with Turismo Jobs; or

(b) When you apply to a Job Advertisement on a Turismo Jobs website, using for example, the 'Apply Now' or 'Quick Apply' buttons.

When an account is automatically created for you, you will receive an email with your username (which is usually your email address) and a link to reset your password. Whether or not you choose to reset your password, the account will exist under your email address and the resume associated with the action you took (e.g., applying for a job, signing-up for job alerts, etc.), will be connected with that account. So, before applying to a Job Advertisement, please ensure that your resume is up to date so that employers receive the most recent information about you.

If you do not wish to have a Turismo Jobs account, please contact info@Turismojobs.com or go to your account settings and close your account.

D. Job Alerts

You can manually sign up to receive job alerts by email/or SMS. In addition to a manual sign up, if you apply to Job Advertisements on a Turismo Jobs website and/or create an account, you may agree to receive email job alerts based on the type of role you selected. You can sign up for job alerts via SMS in a number of ways including by entering your telephone number in the Mobile Alerts section of your User Account. You can edit or change the type of job alerts want to receive by accessing the Job Alerts tab in your User account. You may opt out of job alerts by clicking on the unsubscribe link in your job alert email or by following the instructions in your SMS alert. You can also contact info@Turismojobs.com, if you need assistance.

E. Resume Database

Turismo Jobs has a feature which permits job seekers to include their resume/CV and other profile information in a resume database (the, "**Resume Database**") to be stored on the Service.

Making Your Profile and Resume/CV Public: If you elect to make your resume/CV 'public' in your Account settings or during your account creation: (i) it will be added it to the Resume Database, (ii) your resume/CV and profile information (including your personal information, to the extent provided in your resume or profile) will be available to be viewed or downloaded by any persons or entities that have access rights to the Resume Database, (iii) your resume/CV will be visible in whole or in

part via search results within the Resume Database, and (iv) your resume/CV and profile information will be visible in part to Clients with active Job Ads to invite or rate candidates to apply.

If you add your resume/CV to the Resume Database, then you are:

- Consenting to Tourismo Jobs matching words, skills, or certifications that are present or implied in your resume or other application materials to words, skills, or certifications present or implied in a Job Advertisement or an employer's or recruiter's search of terms, and if there are any matches, to present matching resumes/CVs to the applicable employer or recruiter and to send information to you about Job Advertisements that may be of interest to you.
- Acknowledging that we may 'parse' the resume and other applicable information into another format to create a profile view and/or enable searchable text for a Company; the Company will also be able to see your resume in the form in which you originally submitted it to Tourismo Jobs.

Keeping Your Profile and Resume/CV Private: If you elect to keep your resume/CV private, it will not be added to the Resume Database. If you had previously made your profile and resume/CV public, and wish to opt-out, you may do so at any time by adjusting the settings in the "About Me" page of your account. If you opt-out, we will remove your resume/CV from the Resume Database and disable visibility to search results as soon as reasonably practicable. However, if an entity has already accessed your resume/CV through the Resume Database or search results and copied or saved your resume, that entity will continue to have access to your resume/CV and all information you included in your resume/CV.

F. Interactions with Other Users; Scams; Confidentiality

You are solely responsible for your interactions with Users whom you contact or who contact you. Note: there are risks, including, but not limited to, the risk of physical harm, that may arise when dealing with strangers, including persons who may be acting under false pretenses. You should therefore use caution with regard to the information you elect to share as part of your User Profile or Job Application or resume/CV that. **Only list the contact information that you are comfortable disclosing to Clients and other Users of the Services.**

In addition to carefully reviewing this section and Section 2 above, you should conduct your own due diligence on potential employers and Job Advertisements that may be of interest to you. As mentioned in Section 2, Tourismo Jobs does not authenticate Users or guarantee that a Job Advertisement is suitable, legitimate or real.

8. ADDITIONAL TERMS THAT APPLY TO PROVIDERS OF JOB ADVERTISEMENTS Top

As a Client, you can use the Services to (i) search for prospective employees or candidates, (ii) view resumes, profiles, or curriculum vitae, and/or (iii) post and/or distribute Job Advertisements on behalf of yourself and/or a third party.

A. Content Rules

With respect to all Job Advertisements that you submit, make available, provide, post or distribute, whether on your own behalf or on behalf of a third party, in addition to the other requirements in this Agreement, you represent and warrant that (i) the content of Job Advertisements (whether owned by you or your clients), will comply with advertising standards and applicable laws, including, but not limited to, employment and privacy laws, in your jurisdiction and the jurisdictions in which the vacancies are located; (ii) you have the necessary rights to permit the publication and use of Job Advertisements by Turismo Jobs pursuant to this Agreement; (iii) the use, reproduction, distribution or transmission of Job Advertisements will not violate any applicable laws or any rights of any third parties, including, but not limited to, infringement of any copyright, trademark, or other proprietary right, false advertising, defamation, any other right of any person or entity; (iv) the content of Job Advertisements shall comply with the then-current versions of this Agreement and Job Posting Rules (referenced below); and (v), you have the authority to grant permission to Turismo Jobs to wrap or collect Job Advertisements from applicable websites if necessary, to include in distributions and any such wrapping will not cause Turismo Jobs to violate the rights of any third party. You understand and agree that you are solely responsible for any liability arising out of publication of Job Advertisements or material to which users can link through such Job Advertisements. You agree to indemnify and hold Turismo Jobs and its subsidiaries, and their respective officers, directors, employees, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with Job Advertisements provided by you or any other content provided by you, or your breach of this Agreement.

You agree not to post or promote any Job Advertisements that: (i) contain inaccurate, false, or misleading information; (ii) contain "hidden" keywords or keywords that are irrelevant to the job opportunity being presented; (iii) sell, promote or advertise products or services; (iv) endorse a particular political party, political agenda, or political position or promote a particular religion; (v) advertise job openings located in countries subject to economic sanctions of the United States or Canadian governments, except where permitted by applicable law; (vi) require the applicant to provide information relating to his/her (a) racial or ethnic origin, (b) political beliefs, (c) religious beliefs, (d) membership of a trade union, (e) physical or mental health, (f) sexual life, (g) the commission of criminal offences or proceedings, or (h) age; (vii) contain content or links to content that exploit people in a sexual, violent or other manner, or solicits personal information from anyone under the age of 13; (viii) includes any screening requirement or criteria where such requirement or criteria is not a bona fide occupational requirement for the role; (ix) involves any franchise, pyramid scheme, "club membership", distributorship, or multi-level marketing opportunity or requires recruitment of other members, sub-distributors or sub-agents; (x) requires applicants to pay to apply, pay for training, pay for training materials, or pay for samples; (xi) contain content that violates applicable laws; (xii) pays commissions only (except for postings that make clear that the available job pays commission only and clearly describes the product or service that the Job Seeker would be selling, in which case such Job Advertisements are permissible); (xiii) requires citizenship or lawful permanent residence in a country, unless that is required in order to comply with law, regulation, or a federal, state or local government contract; (xiv) contain links to any site competitive with Turismo Jobs other than to an actual job posting; or (xv) do not otherwise comply with the then-current Job Posting Rules [here](#).

Additionally, Job Advertisements must comply with applicable local, national and international laws, and regulations including, but not limited to, those relating to labor and employment, and anti-discrimination (or the equivalent in the country that the Job Advertisements are made available, posted or distributed).

REPORTING VIOLATIONS OF THE CONTENT RULES: If you believe that any content on our Websites, violate the Content Rules, please contact us at info@Tourismojobs.com and state the following in the subject-line of your email: Violation of Content Rules. For content that allegedly violates your copyright, please see Section 10 below.

B. Distribution of Job Advertisements

Tourismo Jobs will make reasonable efforts to distribute Job Advertisements to third-party services, publishers, job boards and/or other entities in our distribution network, or in job alert emails and texts (where a Job Seeker has opted-in to receive such alerts) (collectively, "**Distribution Channels**"). However, you acknowledge and accept that we have no control over the Distribution Channels or communication networks, and therefore we provide no guarantee that your Job Advertisements will actually be delivered over the Internet or via communication networks, be accepted by an entity in the Distribution Channels or be received and/or read by a Job Seeker. You accept that entities in the Distribution Channels have no obligation to use or display a Job Advertisement and may reject a Job Advertisement for any reason or no reason, whether you are on a paid job Subscription Plan, or a trial or free subscription, and even if you have paid for a "Premium Post." You agree that Tourismo Jobs is not liable to you or any third party if your Job Advertisement is rejected or not posted, and you will not be entitled to any refund for Job Advertisements not posted or distributed. By submitting a Job Advertisement, you give us permission to distribute that Job Advertisement in the Distribution Channels and on Tourismo Jobs websites.

We make no guarantee as to the number or quality of candidates that you will receive as a result of your Job Advertisement. You are solely responsible for interviewing, performing background and reference checks on, verifying information provided by, and selecting an appropriate candidate. In certain cases, entities in the Distribution Channels may require that you agree to additional service policies in order to allow your Job Advertisement to be distributed on or via their services, and you hereby agree to such additional service policies as they apply to the distribution of your Job Advertisements.

C. Authorized Users

You are responsible for all activity, acts or omissions of any person or entity that is able to access the Services under your account and you will limit access to the number of users that are allowed under your account to those permitted under your selected Subscription Plan (each, an "**Authorized User**"). Additionally, you agree that: (i) you will not share log-in credentials and account information with third parties; (ii) you will not sell or sublicense access to your account or the Services; (iii) you will not charge, or receive payment, in cash or in kind, from any individual or entity for use of, or access to, any portion of the Services; (iv) you will ensure that Authorized Users comply with this Agreement and any other Specific Terms of Service or other agreement that you have with Tourismo Jobs; (v) you will immediately notify Tourismo Jobs of any suspected or alleged violation of this Agreement, including any unauthorized use of any password or account information, or any other known or suspected breach of security; and (vi) you will cooperate with Tourismo Jobs with respect to investigation of any suspected or alleged violation of this Agreement and any action by Tourismo Jobs to enforce this Agreement.

Tourismo Jobs may suspend, limit, condition, or terminate an Authorized User's access to the Services or any features thereof, in the event that Turismo Jobs reasonably determines that such Authorized User has violated this Agreement or appears likely to do so.

D. Removal of Advertisements; Enforcement; Termination

You acknowledge and agree that Turismo Jobs may, with no liability or penalty, remove any Job Advertisement or other content, communication or information posted, which in the sole judgment of Turismo Jobs, violates or may violate this Agreement, applicable laws, rules or regulations, or third party terms; or may adversely affect Turismo Jobs; or is false, inaccurate, misleading, deceptive, fraudulent, libelous, defamatory, immoral, offensive, obscene, pornographic, disruptive, threatening, abusive or illegal; or which may violate or lead to the violation of the rights of, or harms or threatens the safety and privacy of any third party.

We also have the right to:

- Remove or refuse to post any User Content for any or no reason in our sole discretion.
- Take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion, including if we believe that such User Content violates the Terms of Use, including the Content Rules, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for us.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website or the Services.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AND EMPLOYEES, FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY ALL SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

E. Resume Database

If your Free Trial or Subscription Plan includes access to the Resume Database, then (subject to the terms and conditions of this Agreement) Turismo Jobs hereby grants you a limited, revocable, non-transferable, non-sublicensable, non-exclusive right to access the Resume Database for the limited purpose of (1) searching the Resume Database; and/or (2) viewing and/or downloading the number of resumes/CVs permissible under your Free Trial or Subscription Plan, each for the sole

purpose of seeking potential employment candidates for legitimate employment opportunities. You shall not use or access the Resume Database for any other purpose.

You shall not use any automated computer programs or software to download resumes/CV or to extract Data (defined below) and shall not resell or sub-license access to the Resume Database (or any portion thereof) or any resume (including Data). You further agree that you shall not use the Resume Database or its contents to market or sell products or services to the data subjects whose resumes comprise the Resume Database.

Notwithstanding anything to the contrary in this Agreement, Tourismo Jobs reserves the right to limit the amount of information (including resume views and downloads), that may be accessed in any time period to mitigate any overload to the Services or in response to any abuse of the Services. The Resume Database shall not be used in any manner that adversely affects Tourismo Jobs business, imposes an unreasonable or disproportionately large load on Tourismo Jobs infrastructure, or interferes with the ability of others to access the Resume Database. Tourismo Jobs reserves the right to suspend or terminate access to the Resume Database or terminate this Agreement in the event of any non-compliance with this Agreement or any other agreement you have with Tourismo Jobs. You shall remain primarily responsible for ensuring that Authorized Users comply with the terms of this Agreement. If a Job Seeker opts out of the Resume Database at any time, Tourismo Jobs reserves the right to block access to, and/or remove, the Job Seeker's resume/CV from the Resume Database.

You accept that Tourismo Jobs does not verify whether any telephone number contained within a resume/CV is a landline or a cell phone number, and it is your responsibility to ensure that any communication with the data subject of the resume/CV is in compliance with applicable laws related to telephone calls, automated dialing, SMS, spam, fax, and unsolicited communications.

You represent, warrant and promise that: (i) you will use the Resume Database and the personal information contained within any resumes/CVs (collectively, "**Data**"), in accordance with applicable communication, privacy and data protection laws; (ii) you shall not further disclose any Data from Resume Database to a third party, unless you are an authorized recruitment agency, staffing agency, or job advertising agency acting on behalf of a client, and you are accessing the resumes/CVs to source candidates on behalf of your clients for legitimate employment purposes, and such disclosure falls within the scope of the appropriate Free Trial or Subscription Plan for the Services; (iii) you will implement appropriate physical, technical, and administrative measures to protect Data obtained from the Resume Database from loss, misuse, unauthorized access, disclosure, alteration or destruction, and you will notify Tourismo Jobs immediately in the event of any suspected or actual unauthorized access or disclosure of resumes/CVs; (iv) Authorized Users shall not share login credentials with any other party; (v) you will not use the contact information from resumes/CVs to send unsolicited mail, e-mails, phone calls, SMS, or faxes regarding promotions and/or advertising of your or a third party's products or services, or to contact or source job seekers for careers fairs and business opportunities; and (vi) you will respect the privacy choices of Job Seekers.

Tourismo Jobs makes no representations or warranties regarding any content provided or generated by third parties, including, without limitation, resumes/CVs. You accept that Tourismo Jobs acts as a passive conduit for receipt of resumes/CVs and has no obligation to screen resumes/CVs, verify the identity of the person submitting a resume/CV, or verify the accuracy of the data or content contained in resumes/CV. It is your responsibility to conduct due diligence as

regards the individual job seeker-subject of each resume/CV. We do not guarantee any response or the number of responses to your Job Advertisements or that any responses will be from individuals suitable for the job vacancy you advertised. It is your responsibility to carry out such checks and procedures as are necessary to ensure that individuals who respond to your Job Advertisements have the required qualifications to meet your requirements.

References to "resume" or "CV" as used herein, will include curriculum vitae, profile, references, recommendations, and other similar written overviews or assessments of a person's experience and qualifications.

F. Job Seekers

Tourismo Jobs may inform Job Seekers that you have taken an action with respect to a resume/CV or a Job Application. You agree to deal fairly and professionally with individuals who may respond to your Job Advertisement and agree to indemnify us from and against any claim brought by an individual against Tourismo Jobs arising from your breach of this Agreement or any other agreement you have with Tourismo Jobs.

G. Data Protection.

You agree to implement appropriate physical, technical, organizational, and administrative measures (a) to prevent unauthorized or unlawful processing of any Personal Data; (b) to protect Personal Data against accidental loss, destruction or damage; (c) to include taking reasonable steps to ensure the reliability of the personnel having access to the Personal Data; and (d) having regard to the state of technological development and the cost of implementing those measures so as to ensure a level of security appropriate to: (i) the harm that may result from breach of those measures; and (ii) the nature of the Personal Data to be protected. You agree to comply with applicable data protection and privacy laws and regulations in applicable jurisdictions particularly as they relate to your operations and the residency of the applicable data subjects. You further agree to indemnify, hold harmless, and defend Tourismo Jobs at your own expense against all costs, claims, damages or expenses incurred by Tourismo Jobs for which we may become liable due to any failure by you or your personnel or agents to comply with any of your obligations under this section and applicable data protection and privacy laws and regulations.

For the purposes of this Agreement, 'Personal Data' means any information or pieces of information that could identify a natural person either directly (e.g. your name, email address, phone number) or indirectly (e.g. through pseudonymized data, such as a unique ID number). This means that personal data includes things like email/home addresses, usernames, profile pictures, personal preferences, financial information, and health information. It could also include unique numerical identifiers like your computer's IP address.

9. PRIVACY AND SECURITY Top

Please refer to our [Privacy Policy](#) for information regarding how we collect, process, share and store your Personal Data.

Unfortunately, the transmission of information over the Internet is not completely secure and we cannot, therefore, guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal data for improper purposes. You acknowledge that you provide

your personal data at your own risk. Any actual or attempted use of the Services by you in violation of this Agreement may result in criminal and/or civil prosecution, including, without limitation, punishment under the Computer Fraud and Abuse Act of 1986 under U.S. federal law. Turismo Jobs reserves the right in its sole discretion to review, monitor, and/or record any information relating to your use of the Services without any prior notice to or permission from you, including, without limitation, by archiving content and/or communications submitted to and/or sent by you through the Services.

10. INFRINGING CONTENT [Top](#)

A. DMCA Notice Procedure (Copyrights)

It is the policy of Turismo Jobs to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("**DMCA**"), or if you reside outside the United States, any similar applicable law with respect to copyright infringement in the jurisdiction in which you are located.

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Services, please notify the Turismo Jobs copyright agent as set forth below. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and provide a link (where available) to where it is located on the Services;
4. Information reasonably sufficient to permit Turismo Jobs to contact you, such as your address, telephone number, and, e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

FAILURE TO INCLUDE ALL OF THE ABOVE INFORMATION, ESPECIALLY SPECIFIC URLS WHERE CONTENT MAY BE FOUND WILL RESULT IN A DELAY IN THE PROCESSING OF YOUR DMCA NOTIFICATION AND MAY RESULT IN YOU HAVING TO REPEAT SOME OR ALL OF THE ABOVE PROCESS. TOURISMO JOBS WILL NOT TAKE RESPONSIVE ACTION TO REMOVE CONTENT UNTIL ALL OF THE NECESSARY INFORMATION IS PROVIDED.

The above information must be submitted to:

Attn: DMCA
Tourismo Jobs, LLC.
8 The Green, Suite B
Dover, DE 19901
Email: info@Tourismojobs.com

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Copyright Counter-Notices. If content you posted on the site was removed due to a claim(s) of copyright infringement and you would like to dispute that removal, the process for counter-notifications is governed by Section 512(g) of the DMCA:

1. To file a counter-notification with us, you must provide a written communication that sets forth the items specified below.
2. Please note that under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability. Please also be advised that we enforce a policy that provides for the termination in appropriate circumstances of users (and removal of content from users) who are infringers. Accordingly, if you are not sure whether certain material infringes the copyrights of others, we suggest that you first contact an attorney.

Elements of Counter-Notification. To expedite our ability to process your counter-notification, please use the following format (including section numbers):

1. Identify the specific URLs of material that Tourismo Jobs has removed or to which Tourismo Jobs has disabled access.
2. Provide your full name, address, telephone number, email address and, if you are a registered User, the Username of your account.
3. Provide a statement that you consent to the jurisdiction of the courts of the state of California, and that you will accept service of process from the person who provided notification to Tourismo Jobs in accordance with the process outlined above or an agent of such person.
4. Include the following statement: "I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of a mistake or mis-identification of the material to be removed or disabled."

Sign the notice. If You are providing notice by email, a scanned physical signature or a valid electronic signature will be accepted. Send the communication to the following address:

Attn: DMCA
Tourismo Jobs, LLC.
8 The Green, Suite B
Dover, DE 19901
Email: info@Tourismojobs.com

After we receive your counter-notification, we will forward it to the party who submitted the original claim of copyright infringement. Please note that when we forward the counter-notification, it may include any of your identifying information set forth in the counter-notification. By submitting a counter-notification, you therefore consent to having such identifying information revealed in this way.

After we send out the counter-notification, the claimant must then notify us within ten (10) days that he or she has filed an action seeking a court order to restrain you from engaging in infringing activity relating to the material on the site. If we receive such notification, we will be unable to restore the items. If we do not receive such notification, we may, but are not obligated to, reinstate the disputed item(s).

Foreign Counter-Notification. If you reside outside of the United States, please understand that filing a counter-notice may lead to legal proceedings between you and the complaining party to determine ownership. Therefore, please be aware that there may be adverse legal consequences in your country and/or the United States of America if you make a false or bad faith allegation by using this process. Please also be advised that we enforce a policy that provides for the termination in appropriate circumstances of users who are infringers. So, if you are not sure whether content you posted on the site is being infringed or are otherwise unsure of whether to file a counter-notification using these procedures, we recommend you first contact a lawyer knowledgeable in the laws of the United States and the state of California. If you do wish to file a counter-notice, you should follow the process set forth above under the heading "Elements of Counter-Notification."

General. In accordance with the DMCA and other applicable law, Turismo Jobs has adopted a policy of terminating, in appropriate circumstances, the accounts of Users who are deemed to be repeat infringers. Turismo Jobs may also at its sole discretion limit access to the Services and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

B. Other Infringing Content(Trademarks)

If you believe in good faith that any content on the Services is illegal or infringes your or a third party's intellectual property right or you wish to make us aware of any other illegal or infringing acts which relate to the Services, you can contact us via email at: info@Turismojobs.com. Any notice to us must contain: (a) a detailed description of the infringing or illegal material or activity including why it is infringing or illegal; (b) a detailed description specifying the location of the material that you claim is infringing or illegal (if applicable); and (c) your name, address, telephone number and e-mail address.

11. THIRD-PARTY LINKS AND SERVICES [Top](#)

The Services may contain links to third-party websites, advertisers, products, services, or other events or activities that are not owned or controlled by Turismo Jobs (collectively, "**Third-Party(ies)**"). Turismo Jobs does not endorse or assume any responsibility for any such Third-Party sites, information, materials, products, or services. If you access a Third-Party website from the Services or use a Third-Party service, you do so at your own risk, and you understand that this Agreement and the Turismo Jobs Privacy Policy do not apply to your use of

such Third-Party sites or services. You expressly relieve Turismo Jobs from any and all liability arising from your use of any Third-Party website, service, or content. Additionally, your dealings with or participation in promotions of advertisers found on the Services, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Turismo Jobs shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

12. INDEMNITY [Top](#)

To the maximum extent permitted by applicable law, you agree to defend, indemnify and hold harmless Turismo Jobs and its subsidiaries, and their respective directors, officers, board members, employees, agents, successors and assigns, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to all legal fees and expenses) arising from: (i) your use of and access to the Services, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement and any other agreement that you have with Turismo Jobs, including without limitation your breach of any of the representations and warranties herein; (iii) your violation of any third-party rights, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation, including, without limitation, your violation of the U.S. Fair Credit Reporting Act, or pursuant to applicable credit reporting laws, and any applicable data protection laws; (v) any claims or damages that arise as a result of your User Content; (vi) any other party's access and use of the Services with your account or log-in information; and/or (vii) your intentional or willful misconduct, or negligence.

13. NO WARRANTY [Top](#)

A. Disclaimer of Warranties

NOTHING IN THIS AGREEMENT SEEKS TO EXCLUDE ANY CONDITION, WARRANTY OR GUARANTEE THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TOURISMO JOBS DOES NOT GUARANTEE ANY RESULTS FROM USING THE SERVICES. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICES ARE AT YOUR OWN OPTION AND RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PURPOSE OR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY OTHER IMPLIED WARRANTY UNDER THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT AS ENACTED BY ANY STATE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TOURISMO JOBS, ITS EMPLOYEES, OR AGENTS, OR THROUGH THE SERVICES, WILL CREATE ANY WARRANTY, GUARANTEE, TERM OR CONDITION NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT (I) ANY CONTENT PROVIDED ON OR THROUGH THE SERVICES IS ACCURATE, LEGALLY COMPLIANT, UP-TO-DATE, RELIABLE OR CORRECT; (II) THE SERVICES WILL MEET YOUR REQUIREMENTS; (III) THE SERVICES WILL BE AVAILABLE

AT ANY PARTICULAR TIME OR LOCATION, OR WILL BE UNINTERRUPTED OR SECURE; (IV) ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR (V) THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DOWNLOADED OR AVAILABLE AT YOUR OWN OPTION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA OR ANY OTHER TYPE OF LOSS THAT RESULTS FROM SUCH CONTENT OR YOUR USE OF THE SERVICES.

IF ANY SUCH WARRANTY OR GUARANTEE CANNOT BE EXCLUDED UNDER APPLICABLE LAW, THEN TO THE EXTENT PERMITTED BY APPLICABLE LAW, TOURISMO JOBS'S LIABILITY FOR BREACH OF ANY SUCH WARRANTY OR GUARANTEE IS LIMITED (AT TOURISMO JOBS'S OPTION) TO: (A) FOR GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS OR PAYMENT OF THE COST OF THE REPAIR OR REPLACEMENT OF THE GOODS OR SUPPLY OF EQUIVALENT GOODS; OR (B) FOR SERVICES, THE RESUPPLY OF THE SERVICES OR PAYMENT OF THE COST OF THE RESUPPLY OF THE SERVICES.

B. Universal Disclaimer

TOURISMO JOBS DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A USER OR THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, AND TOURISMO JOBS WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND A USER OR THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

TOURISMO JOBS DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.

14. LIMITATION OF LIABILITY [Top](#)

(A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, IN NO EVENT SHALL TOURISMO JOBS, ITS SUBSIDIARIES, AND THEIR RESPECTIVE BOARD MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSOR AND ASSIGNS, BE LIABLE TO YOU, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), FOR BREACH OF STATUTORY DUTY, OR OTHERWISE FOR ANY (I) INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES OR LOSSES, OR ANY OTHER LOSS OR DAMAGE THAT DOES NOT ARISE NATURALLY AND ACCORDING TO THE USUAL COURSE OF THINGS FROM THE BREACH, ACT OR OMISSION RELATING TO THIS AGREEMENT AND GIVING RISE TO THAT LOSS, WHETHER OT NOT SUCH LOSS MAY REASONABLY BE SUPPOSED TO HAVE BEEN IN THE CONTEMPLATION OF THE PARTIES AT THE TIME THEY ENTERED INTO THIS AGREEMENT AS A PROBABLY RESULT OF THE BREACH, ACT OR OMISSION (ii) DIRECT OR INDIRECT; (II), LOSS OF PROFITS, GOODWILL, USE, DATA THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SERVICES. UNDER NO CIRCUMSTANCES WILL TOURISMO JOBS BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

(B) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TOURISMO JOBS ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICES; (III) UNAUTHORIZED ACCESS TO OR USE OF OUR SYSTEMS OR SERVERS AND/OR ANY PERSONAL INFORMATION STORED THEREIN; (IV) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (V) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY; (VI) ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES; (VII) USER CONTENT OR (VIII) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY USER OR THIRD PARTY.

(C) IN NO EVENT SHALL TOURISMO JOBS, ITS SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, SUCCESSORS AND ASSIGNS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO TOURISMO JOBS IN THE 3 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM OR USD \$10, WHICHEVER IS LESSER.

(D) THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY OR ANY OTHER BASIS AND EVEN IF TOURISMO JOBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

15. AGREEMENT TO ARBITRATE [Top](#)

This Agreement contains an Arbitration provision, which will, with limited exception, require you to submit disputes you have against Turismo Jobs to binding and final arbitration to the extent that the laws of the jurisdiction where you reside permit the inclusion of Arbitration provision in these Terms of Use. You will only be permitted to pursue claims against Turismo Jobs on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding, and you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

If you are located in, are based in, have offices in, or do business in a jurisdiction in which this Section 17. is enforceable, the following mandatory arbitration provisions apply to you:

A. Binding Arbitration

This Section 15 is referred to in this Agreement as the "**Agreement to Arbitrate**". Unless you opt-out pursuant to the opt-out procedures set forth below, you agree that any and all disputes or claims that have arisen or may arise between you and Turismo Jobs or its affiliates, whether relating to the Services, this Agreement (including any alleged breach thereof), or otherwise (each a "**Dispute**"), shall be resolved exclusively through final and binding arbitration, rather than a court in accordance with the terms of this Agreement to Arbitrate. Your rights will be determined by a

neutral arbitrator, not a judge or jury. **YOU UNDERSTAND THAT ABSENT THIS AGREEMENT TO ARBITRATE, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.**

A party who intends to seek arbitration must first send a written notice of the dispute to the other party ("**Notice**"), by certified mail or Federal Express (signature required) or, in the event that we do not have a physical address on file for you, by electronic mail. Tourismo Jobs address for Notice is: Tourismo Jobs, LLC., 8 The Green, Suite B, Dover, DE 1990.

The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or Tourismo Jobs may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Tourismo Jobs shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.

Applicable to Users in the United States: The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**"), including the AAA's Supplementary Procedures for Consumer-Related Disputes, each available at www.adr.org, or such other alternative dispute resolution body and arbitration rules that may be mutually agreed upon by you and Tourismo Jobs. Your arbitration fees and your share of arbitrator compensation shall be governed by such rules. Any arbitration hearings will take place at a location to be agreed upon in Los Angeles, California, provided that if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted (a) solely on the basis of documents submitted to the arbitrator; (b) submitted to the arbitrator; (b) through a non-appearance based telephonic hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and Tourismo Jobs may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties.

Applicable to Users in Canada: Disputes shall be referred to ADR Institute of Canada ("**ADRIC**"), including the ADRIC's Arbitration Rules, available at: <http://adric.ca/>, or such other alternative dispute resolution body and arbitration rules that may be mutually agreed upon by you and Tourismo Jobs. Your arbitration fees and your share of arbitrator compensation shall be governed by such rules. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and Tourismo Jobs may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties.

Applicable to Users in Australia: Any dispute, controversy or claim arising out of, relating to or in connection with this contract, including any question regarding its existence, validity or termination, shall be resolved by arbitration in accordance with the ACICA Arbitration Rules. The seat of arbitration shall be Sydney, Australia. The language of the arbitration shall be English. The number of arbitrators shall be one. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and

Tourismo Jobs may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties.

B. Restrictions

You and Turismo Jobs agree that any arbitration shall be limited to the Dispute between Turismo Jobs and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

C. Exceptions to Informal Negotiations and Arbitration

You and Turismo Jobs agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or Turismo Jobs intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (3) any claim for injunctive relief.

D. 30 Day Right to Opt Out of Arbitration

You have the right to opt-out and not be bound by the arbitration provisions set forth in this Section 15 by sending written notice of your decision to opt-out to info@Turismojobs.com or to the U.S. mailing address listed at the bottom of this Agreement. The notice must be sent to Turismo Jobs within thirty (30) days of your registering to use the Services or agreeing to these terms, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those sections. If you opt-out of these arbitration provisions, we also will not be bound by them.

16. GENERAL Top

A. Governing Law and Location

The Services are controlled and operated by Turismo Jobs from within the United States of America. Turismo Jobs makes no representations that the Services or the materials available via the Services, are appropriate or available for use in locations outside of the United States, Canada, or Australia. Those who choose to access the Services from other locations do so on their own initiative and are responsible for compliance with all United States of America, Canadian, and/or Australian laws (as applicable) as well as local laws, if and to the extent local laws are applicable.

Unless otherwise required by a mandatory law, this Agreement and any Disputes shall be governed by the internal substantive laws of the State of Delaware, without respect to its conflict of laws principles. An arbitrator shall not be bound by rulings in prior arbitrations involving different Users but is bound by rulings in prior arbitrations involving the same User to the extent required by applicable law. Except as otherwise expressly provided in this Agreement, all arbitration and other litigation in a court of competent jurisdiction of any dispute between you and Turismo Jobs related to this Agreement shall be located in Dover, Delaware.

You may not use the Services if you are a resident of a country embargoed by the United States, Canada, or Australia, or are a foreign person or entity blocked or denied by the United States, Canadian, or Australian governments.

B. Assignment

This Agreement shall be personal to you and you may not assign, transfer, sublet, lease or delegate all or any of your rights and obligations, without the prior written consent of the General Counsel of Turismo Jobs or his/her designee. Turismo Jobs can assign this Agreement or delegate its obligations without restriction other than as required under applicable law.

C. Relationship of the Parties

Nothing in this Agreement shall be construed as making either party the partner, joint venture, employer, contractor or employee of the other. Neither party shall have or hold itself out to any third party as having any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound.

Except as set out in this Agreement, only you and Turismo Jobs may enforce this Agreement as this contract is between you and Turismo Jobs; no other party shall be entitled to enforce the terms of this Agreement.

D. Notification Procedures

Turismo Jobs may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on our websites, as determined by Turismo Jobs in its sole discretion. Turismo Jobs reserves the right to determine the form and means of providing notifications to Users, provided that you may opt out of certain means of notification as described in this Agreement. Turismo Jobs is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. We recommend that you add info@Turismojobs.com to your email address book to help ensure you receive email notifications from us.

Under California Civil Code Section 1789.3, California users of the Services receive the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

E. Entire Agreement

This Agreement, together with any amendments and any additional agreements you may enter into with Turismo Jobs in connection with the Services, shall constitute the entire agreement and understanding between you and Turismo Jobs concerning the Services. You acknowledge and agree that you have not relied upon any statement, promise or representation made or given by or on behalf of Turismo Jobs, which is not set out in this Agreement or any document expressly referred to herein.

F. Compliance with Laws

You agree to comply with all applicable laws, regulations and ordinances in the use of the Services and the conduct of your activities.

G. Confidentiality

Pursuant to your use of the Services, you may receive information or be exposed to features and functionality that are not known or available to the general public, including, but not limited to, login credentials, technology, API Keys, dashboards, widgets, insertion codes, salary data and Salary Data Displays, and guidelines and documentation relating to the Services ("**Confidential Information**"). You agree that: (a) all Confidential Information will remain the exclusive property of Turismo Jobs; (b) you will use Confidential Information only as is necessary for your use of the Services and in accordance with this Agreement; (c) you will not disclose Confidential Information to any third party; and (d) you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Agreement. You further agree not to share with, or otherwise disclose to, any third party, log-in credentials or any other mechanism that permits access to the Services or any other non-public area of the Turismo Jobs websites.

H. Equitable Relief

You acknowledge that a breach by you of any confidentiality or proprietary rights provision of this Agreement may cause Turismo Jobs irreparable damage, for which the award of damages would not be adequate compensation. Consequently, Turismo Jobs may institute an action to enjoin you from any acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and additionally, Turismo Jobs may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which we may be entitled at law or in equity.

I. No Publicity.

You shall not publicly disclose, issue any press release nor make any other public statement, nor otherwise communicate with the media, concerning the existence of this Agreement or the subject matter hereof, or the relationship with us without the prior written approval of our legal department. You further agree not to misrepresent or embellish your relationship with us. You agree to refer any inquiry that you receive from the media or other third parties, concerning this Agreement, the Services, and/or Turismo Jobs, to our legal department at: info@Turismojobs.com.

J. Electronic Contracting.

Your use of the Services includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY THIS AGREEMENT, AND THAT YOUR INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO TRANSACTIONS YOU ENTER INTO ON ANY TOURISMO JOBS WEBSITE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS.

K. Miscellaneous.

Any waiver of any provision of this Agreement will be effective only if in writing and signed by Turismo Jobs. No failure by Turismo Jobs to exercise, or to delay in exercising, any rights hereunder shall operate as a waiver hereof, nor shall any single or partial exercise of any right

hereunder by Turismo Jobs preclude any other or future exercise of that right or any other right hereunder by Turismo Jobs. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from this Agreement.

Specific Terms of Service [Top](#)

If you are located in the EEA, Switzerland, or United Kingdom

These Specific Terms of Service apply to the following websites: www.tourismojobs.co.uk, and travobs.co.uk. These Specific Terms of Service form a legally binding agreement between you and us. Please take the time to read them carefully. By using our Services, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms of Service, you must not use our Website. You understand and agree that we will treat your use of the Services as acceptance of the Terms from that point onwards. You should print or save a local copy of these Terms of Service for your records.

SECTION 14 OF THIS AGREEMENT INCLUDES A MANDATORY AGREEMENT TO ARBITRATE, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO YOUR USE OF ANY OF THE SERVICES, TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT. THE DISPUTES/ARBITRATION PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION. DO NOT ACCESS OR USE ANY OF THE SERVICES IF YOU DO NOT AGREE TO THESE TERMS IN THEIR ENTIRETY.

A Specific Terms of Service may supplement this Agreement, but if any term of this Agreement expressly conflicts with any term of a Specific Terms of Service, the conflicting term in the Specific Terms of Service will control but only with respect to the applicable product, function or service. All other terms and conditions in both this Agreement and the Specific Terms of Service will remain in force.

If you are using the Services as a Job Seeker, please review the terms of Section 7 carefully. If you are using the Services as a Client, please review the terms of Section 8 carefully.

1. USE OF THE SERVICES [Top](#)

By using the Services in the Territory, you acknowledge that we do not have control over the quality, accuracy, completeness, veracity or legality of content provided by third parties. In addition, you acknowledge that we do not have control over the integrity, responsibility or actions of Job Seekers or Clients.

A. Eligibility

You must be at least eighteen (18) years of age or the age of majority in the jurisdiction in which you reside to use the Services, so that you can form a binding contract with Turismo Jobs. If you are

under the age of eighteen (18) or the age of majority, and you are permitted to work in the jurisdiction in which you reside, you represent that a parent or legal guardian has reviewed and agrees to this Agreement on your behalf. You may not use the Services if your use of the Services has been previously terminated or suspended by Turismo Jobs, unless we have provided you with specific prior written authorization to re-use the Services.

B. Contact with You by Telephone

When using specific Services, we may ask for your consent to contact you by telephone. By granting such consent, you authorize Turismo Jobs to contact you by telephone at the number(s) you have provided (to the extent permitted by the laws of the jurisdiction where you reside).

You may revoke consent to be contacted by telephone by emailing info@turismojobs.com and including the wording "Revocation of Telephone Consent" in the subject line.

You agree that we may, but are not obligated to, monitor or record any of your telephone conversations with us for quality control purposes, for purposes of training our employees and for our own protection (to the extent permitted by the laws of the jurisdiction where you reside). You acknowledge that not all telephone lines or calls are recorded by us and that we do not guarantee that recordings of any particular telephone calls will be retained or are capable of being retrieved.

C. Contact with You by Email

By providing Turismo Jobs your email address, you acknowledge that we will use the email address to send you Service-related and other non-commercial notices, including any notices required by law, in lieu of communication by postal mail. Where you provide valid consent, we may also use your email address to send you other messages, such as changes to features of the Service and special offers (to the extent permitted by the laws of the jurisdiction where you reside).

If you have consented to receive email job alerts or marketing communications from us, we will send you such communications until you opt-out. If you do not want to receive job alert emails and/or marketing communications from us, you may opt-out or change your preferences in your Account page or by following the opt-out and/or unsubscribe instructions in the email message, or by requesting to be opted-out by emailing info@turismojobs.com. Please note that opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

Please note, that while you can opt-out of marketing messages and email job alerts, you cannot opt-out of service-related communications, including those related to security, legal notices, your account, your use of our Services, billing, and other transactional purposes unless you deactivate your account and stop using our Services.

D. User Accounts

The information in this section applies to all User accounts. If you sign up and/or create an account with Turismo Jobs (in accordance with Section 7C or Section 8 below), you may control your profile information and how you interact with the Services by changing the settings in your Settings page. When creating your account or uploading information to the Services through your account, you represent and warrant that you will provide accurate and complete information. You are solely responsible for the activity that occurs under your account. You are expected to use "strong"

passwords (passwords that use a combination of upper and lowercase letters, numbers and symbols) with your account.

You must exercise caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You understand and agree that your account is personal to you and you agree not to provide any other person with access to the Services using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You understand that even if you notify us, you will be totally responsible for all activities that occur under your account. You also agree to ensure that you logout from your account at the end of each session. You are responsible for any password misuse or any unauthorized access.

We reserve the right at any time and from time to time, to disable or terminate your account, any username, password, or other identifier, whether chosen by you or provided by us, in our sole discretion for any or no reason, including any violation of any provision of these Terms of Use.

By connecting to the Services using a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service. For example, if you access the Services through a social networking site, you agree that Turismo Jobs can access, store, and make available on the Services, any information and data that you provide in your applicable social networking site account such that the same information is available in your Turismo Jobs account. You agree that we are not liable for any personal data that is made available to us in violation of your privacy settings with the applicable social networking site.

Turismo Jobs may suspend or terminate your account and/or your access to the Services, or any portion of the Services at any time without notice to you, if we believe that you have violated the terms of this Agreement. Upon any such termination, all the provisions of this Agreement shall continue to survive except for any provisions that grant you access to any of the Services. You agree that we will have no liability to you for any termination or suspension of your access to the Services or your account, or the deletion of information contained within such account.

E. General Rules for Use of Services

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Services in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Services in a manner that sends more request messages to the Turismo Jobs servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Turismo Jobs grants the operators of public search engines revocable permission to use spiders to copy materials from Turismo Jobs.com for the sole purpose of, and solely to the extent necessary for, creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited communications; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Services; (vii) collecting or harvesting any Personal Data from the Services, except as expressly permitted by certain features

of the Services; (viii) using the Services for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Services; (xi) accessing any content on the Services through any technology or means other than those provided or authorized by the Services; (xii) bypassing the measures we may use to prevent or restrict access to the Services, including without limitation, features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein; (xiii) disclosing or sharing login credentials; (xiv) reverse engineering or decompiling any parts of the Services; (xv) framing or linking to any information or content on the Services; (xvi) post or submit any inaccurate, incomplete, or false biographical information or another person's information; or (xvi) post or submit any material that is unlawful, illegal, defamatory, offensive, discriminatory, threatening, or obscene as determined by Tourismo Jobs.

We may, without prior notice, change any aspect of the Services; stop providing the Services or features of the Services; or create usage limits for the Services (for paid products and services). We may permanently or temporarily limit, condition, terminate or suspend your access to the Services or any features thereof, without notice and liability for any reason, including if in our sole determination you breach or violate any provision of this Agreement, commit fraud or other abuse using the Services, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

You are solely responsible for your interactions with other Tourismo Jobs Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Tourismo Jobs shall have no liability for your interactions with other Users, or for any User's action or inaction. Tourismo Jobs shall have no obligation to you to enforce this Agreement against any other User.

2. USER CONTENT AND USERS [Top](#)

A. Posting or Viewing User Content

The Services may allow Users to post and/or provide content that may be viewable by other Users, including, but not limited to, Job Advertisements, company information, a job seeker's application information, content of messages, resumes/CVs, logos, trademarks, comments, questions, and other content or information ("**User Content**").

User Content is the sole responsibility of the person or entity that provided the User Content. You shall be solely responsible for your User Content and the consequences of posting, providing or publishing it.

B. Prohibited Types of User Content

The following list is intended to be illustrative of the types of User Content that are prohibited, but this is not an exhaustive list: You agree not to post or provide User Content that (i) may create a risk of harm to any person or property; (ii) provides instructional information about illegal activities; (iii) involves the transmission of junk or unsolicited mail or other communications, 'phishing' or 'scamming'; (iv) provides links to material that is illegal or offensive, or targets or solicits Personal Data from, anyone under the age of 18; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise,

including the promotion of sexually explicit materials, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; (viii) contains any information or content that is false, misleading, or otherwise deceptive; or (ix) violates the Intellectual Property Rights (as defined below) or rights of privacy of any third party. For the purposes of this Agreement, "Intellectual Property Rights" means patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademarks, trade dress and service mark rights, goodwill, trade secret rights and any other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction. If you are a Client providing or submitting Job Advertisements, you further agree that such content will not contain any Personal Data.

C. No Warranties or Obligations

Tourismo Jobs makes no representations, warranties, promises or guarantees regarding any content provided or generated by third parties, including, without limitation, the content of messages, Job Advertisements and resumés. You agree that Tourismo Jobs acts as a passive conduit for the distribution, provision, and publication of User Content, and has no obligation to screen or verify the accuracy, legality, legitimacy, reliability, truthfulness, or completeness of User Content, and accordingly, you accept that Tourismo Jobs is not responsible and has no liability, for User Content. You understand that you may be exposed to User Content that is inaccurate, incomplete, illegal, misleading, false, offensive, constitutes spam, or is otherwise unsuited to your purpose, and you accept that it is your responsibility to verify the quality, accuracy, truthfulness, legality or reliability of User Content, including, without limitation, resumes/CVs and Job Advertisements and content of messages. Your reliance on any User Content is at your own risk.

Notwithstanding the foregoing, although Tourismo Jobs has no obligation to screen User Content, to the extent that Tourismo Jobs becomes or is made aware of, User Content that may or does (i) violate the terms of this Agreement or any other Agreement you have with Tourismo Jobs, or (ii) violate any law or regulation, or (iii) violate the rights of third parties, or (iv) create liability for Tourismo Jobs or otherwise negatively impact Tourismo Jobs, Tourismo Jobs reserves the right to reject and/or remove such User Content, and suspend and/or terminate any User Account associated with such User Content.

D. User Content and Tourismo Jobs as an Online Service Provider

Tourismo Jobs operates as an online service provider and provides or makes available access to third-party user generated content. The decision by Tourismo Jobs to remove or not post or distribute any User Content, does not by itself amount to participation in the creation of such User Content. To the fullest extent permitted by applicable law, Tourismo Jobs shall not be held liable on account of any action voluntarily taken in good faith to restrict access to or availability of material that the provider or user considers to be obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable.

E. User Interactions and Assumption of Risk

You acknowledge and agree that Tourismo Jobs does not, and cannot, confirm that each User is who he/she/they claim to be. We are not responsible for authenticating Users and therefore it is

your responsibility to conduct the appropriate due diligence before communicating or interacting with other Users, including, without limitation, Job Seekers, employers, staffing agencies, and recruiters. You assume all risks associated with Users with whom you come into contact. If you have any disputes or issues with any User you agree to pursue any remedies directly with the applicable User and you release Turismo Jobs, its subsidiaries, and their respective employees, directors and agents from all claims, demands and damages of every kind (actual and consequential and direct and indirect) known and unknown, suspected and unsuspected, disclosed and undisclosed, to the fullest extent permitted by law.

F. Content Disclosure

Turismo Jobs reserves the right to disclose User Content and any information related to the provider of such User Content, to third parties in connection with the operation and provision of the Services, to enforce the terms of any agreement that we have with you, to comply with legal obligations and requests from governmental authorities, law enforcement agencies, court orders, subpoenas, etc., and to protect the interests of Turismo Jobs where necessary. For the avoidance of doubt, you agree that we have the right to disclose your identity to a third party who is claiming that any User Content you posted, provided or uploaded is fraudulent, false, or misleading or constitutes a violation of the law, or a violation of their intellectual property or ownership rights, or of their right to privacy.

3. USER CONTENT LICENSE GRANT [Top](#)

By posting, submitting, providing and/or otherwise making available any User Content, you expressly grant, and represent that you have a right to grant, to Turismo Jobs, a royalty-free, sublicensable (through multiple layers of sublicensees), perpetual, transferable, non-exclusive, worldwide license to use, sell, reproduce, adapt, translate, sublicense, publicly perform, publicly display, and make derivative works from and otherwise exploit, all such User Content in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for the purposes of posting such User Content on the Turismo Jobs websites, distributing such User Content through the Turismo Jobs distribution and publishing network and in job alerts to job seekers, and to promote Turismo Jobs and the Services. This license continues even if you stop using the Services.

If you are a Client, you acknowledge and agree that Turismo Jobs has no obligation, and may be unable, to remove your Job Advertisements and other content (including any logos and/or trademarks contained therein) once they have been (i) distributed via the Turismo Jobs distribution and publisher network, (ii) listed in search engine results, or (iii) distributed on websites and in job alert emails or job alert texts, or (iv) incorporated into fixed media displays of Turismo Jobs or any third party, and in each case (i) to (iv) above, the license grant from you above will be perpetual and irrevocable for such uses. To the extent your User Content is a trademark, trade name, service mark or service name protected by law, the foregoing license also extends to the use by Turismo Jobs to identify you as a User of the Services in any promotional and marketing materials to promote Turismo Jobs and the Services. Further, to the extent you have given Turismo Jobs the right to access certain User Content that is present on another website or service you own or control, you give Turismo Jobs the right to scrape such website as required to retrieve such User Content for use on the Services as contemplated in the license grants above.

You represent and warrant that you have the rights, power and authority necessary to grant the rights described in this section to User Content that you submit, provide, make available or post, via the Services, that the use by Turismo Jobs of your User Content will not violate any law or infringe the rights of any third party, and that your User Content and any other information that you provide to us is legal, complete, legitimate, truthful and accurate.

4. MOBILE SOFTWARE [Top](#)

We may make available software to access the Services via a mobile or tablet device ("**Mobile Software**"). To use the Mobile Software, you must have a mobile device that is compatible with the Mobile Service. Turismo Jobs does not warrant that the Mobile Software will be compatible with your mobile device. Turismo Jobs hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Software for one Turismo Jobs account on mobile devices owned or leased solely by you, for your personal use. You may not : (i) modify, disassemble, decompile or reverse engineer the Mobile Software, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third party or use the Mobile Software to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Software; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (v) delete the copyright and other proprietary rights notices on the Mobile Software. You acknowledge that Turismo Jobs may from time to time issue upgraded versions of the Mobile Software and may automatically electronically upgrade the version of the Mobile Software that you are using on your mobile device. You consent to such automatic upgrading on your mobile device and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and Turismo Jobs or its third-party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. Turismo Jobs reserves all rights not expressly granted under this Agreement. You further agree to comply with all applicable laws related to use of the Mobile Software and the Services.

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5. OUR PROPRIETARY RIGHTS [Top](#)

As between you and Turismo Jobs, the Services and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and content (the, "**Turismo Jobs Content**"), and all Intellectual Property Rights related thereto, are the exclusive property of Turismo Jobs. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under, any such Intellectual Property Rights,

and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible on the Services. Use of the Turismo Jobs Content or materials on the Services for any purpose not expressly permitted by this Agreement is strictly prohibited.

If you participate in any evaluation regarding the Services or otherwise provide Turismo Jobs suggestions, comments, ideas, opinions, recommendations for the modification, correction, improvement, or enhancement of the Services, or other feedback regarding the Services (collectively, "**Feedback**"), you agree that Turismo Jobs shall own such Feedback. Accordingly, you understand and accept that Turismo Jobs will be free to use, disclose, reproduce, license or otherwise distribute, commercialize and exploit the Feedback as it sees fit, entirely without obligation or restriction of any kind and without compensation to you. To the extent applicable, you hereby waive any moral rights in your Feedback. You agree not to provide any Feedback that is false or misleading or that breaches any agreement you have with a third party.

6. PAID SERVICES FOR CLIENTS [Top](#)

EXCEPT AS OTHERWISE PROVIDED IN A WRITTEN AGREEMENT BETWEEN YOU AND TOURISMO JOBS, THE FOLLOWING TERMS WILL APPLY TO CLIENTS USING PAID SERVICES.

A. Billing Policies

Certain aspects of the Services may be provided for a fee. If you are a Client and elect to use a paid feature of the Services, you agree to the pricing and payment terms for the applicable Services, as we may update them from time to time. Turismo Jobs may (1) add new services and products for additional fees and charges, at any time in its sole discretion, or (2) amend fees and charges for existing services, at any time in its sole discretion upon notice.

We may also provide certain products or services via our third-party partners and you agree that your use of such third-party products or services is subject to the contractual (including payment) terms presented by such third parties should you wish to use their services. You further agree that Turismo Jobs has no responsibility for such third-party services and your use of such services is entirely at your own risk. Any change to the fees for paid services shall become effective in the billing cycle following notice of such change to you.

B. No Refunds for Paid Services

You understand and accept that, to the fullest extent available under applicable law, you will not receive a refund of any pre-paid fees if you cancel, terminate, or decide to no longer use of the paid service, prior to the expiration of those services (for example, if you hire a candidate prior to the expiration of your job posting). In the event that Turismo Jobs suspends, limits, conditions, or terminates your access to the Services and/or your account due to your breach of this Agreement or any other agreement that you have with Turismo Jobs, you understand and accept that you will not receive a refund for any unused time with respect to fees that you have pre-paid for a product or service, and to the extent that you have not paid the applicable fees, you will remain liable to pay Turismo Jobs the entire fees due for the product or service, as applicable.

C. Payment Information; Taxes; Delinquent Payments

All information that you provide in connection with a monetary transaction must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction at the prices in effect when such charges are incurred. You will also pay any applicable taxes relating to such transactions. If at any time Tourismo Jobs is required by a taxing authority to pay any taxes not previously collected from you, you will promptly submit such taxes (including applicable penalties and interest, if any) to Tourismo Jobs upon written notice.

If you elect to enhance your job posting with certain upgrades, we will invoice you for such upgrades and/or charge your credit or debit card (or other payment method) accordingly.

Delinquent payments may bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. You will be responsible for all reasonable expenses (including legal fees and expenses) incurred by Tourismo Jobs in collecting delinquent amounts, except where the delinquent amounts are due to billing inaccuracies. In addition, if you are late in payment of any fees, we reserve the right to either (i) immediately suspend or terminate your access to the applicable Services without notice, and in the event of any such suspension or termination, you will remain responsible for the entire amount of fees owing for such Services; or (ii) bill your credit/debit card on file with us under this or any other agreement. Unless your subscription plan is terminated timely and correctly, you will continue to accrue charges even if you don't use the subscribed Services.

D. Credit and Debit Cards

In the event that you pay for any Services using a credit card or debit card, you authorize Tourismo Jobs to charge your credit or debit card (or other acceptable payment method that you have chosen from those offered) ("**Payment Method**"), for the applicable fees for the duration of the applicable term of your selected subscription plan or other paid service or product, together with any applicable VAT, sales, use, excise, consumption or other similar tax applicable to the Services. You represent that you are authorized to use the Payment Method on your company's behalf, and you agree to accept an electronic record of a receipt. If at any time your Payment Method will not accept the charge for fees due, you agree that Tourismo Jobs may suspend or terminate your access to the applicable Services and that you will continue to remain liable for the full payment for such Services even after your access to the Services has been terminated or suspended. By providing any Payment Method, you agree that applicable credit card, debit card and billing information may be shared with third parties such as payment processors and credit agencies, and/or collection agencies for the purposes of checking your credit, effecting payment, collecting payments and late fees if applicable, and for providing the applicable Services to you or in order to enforce our agreement with you. We may also share this information with law enforcement authorities and in response to subpoenas, court orders, and search warrants.

E. Suspension or Termination

(i) Suspension or Termination for Cause. Tourismo Jobs may suspend or terminate your access to the Services and/or this Agreement in the following instances: (I) if you breach this Agreement and cannot correct the breach within that period required by Tourismo Jobs if the breach is capable of cure; (II) immediately, if you fail to pay any monies owed to Tourismo Jobs for paid services; (III) immediately if you become the subject of a bankruptcy, insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding; (IV) immediately in the event of

violations of this Agreement; and/or (V) for any abuse, inappropriate behavior, or other conduct, which in our sole discretion adversely affects or has the potential to affect us, our employees or users of our Services. In the event of any suspension of your access to the Services and/or termination of this Agreement or any other agreement you have with Turismo Jobs (other than a termination for convenience by Turismo Jobs), you remain responsible for the entire amount of the fees (pre-paid and/or due), for the applicable Services. Turismo Jobs may also suspend your access to the Services without penalty and without notice, in the event of a suspected violation of this Agreement.

(ii) Suspension or Termination for Convenience. Turismo Jobs can terminate your access to the Services and/or this Agreement for convenience via email notification to you and, in the event of such termination, you will receive a pro-rata refund of any pre-paid fees pertaining to Services that will not be provided as a result of the termination.

(iii) Your Termination Rights. You may terminate this Agreement if Turismo Jobs materially breaches this Agreement and does not cure the breach within ten (10) days after receipt of written notice from you, which notice must be emailed to: info@turismojobs.com. Pre-paid fees are non-refundable, except in the case of an uncured material breach by Turismo Jobs (and in the absence of any contributory act and/or omission to act by you), in which case you will receive a pro-rata refund of any pre-paid fees pertaining to Services paid for, but not provided, for the balance of the applicable term of your then-current Subscription Plan.

7. ADDITIONAL TERMS THAT APPLY TO JOB SEEKERS [Top](#)

As a Job Seeker, you can (i) use the Services to search for jobs, (ii) apply for jobs ("**Job Applications**"), and (iii) sign up to receive job alert emails or text messages, where such features are available to you ("**Job Alerts**"). For purposes of this Agreement, references to "resume" or "CV" shall also mean a curriculum vitae, profile, references, recommendations, and other similar written overviews or assessments of a person's experience and qualifications.

If you have signed up for Job Alerts, you agree that we may use the information you provide to send you information about Job Advertisements that may be of interest to you.

To the extent that you wish us to share your information and resume/CV with potential employers, recruiters, or staffing agencies (including, where you have applied to a Job Advertisement on a Turismo Jobs website), you give us a non-exclusive, royalty-free, worldwide license (and right to sub-license), of any rights, including intellectual property rights, in your resume/CV and any additional information you provide to us, to share or otherwise use such resume/CV and additional information as we reasonably require to provide the Services.

A. Job Applications in General

By applying to a Job Advertisement on the Services, you agree to our to storing your information on the Services and to share your information (including your resume/CV), with the entity that posted the Job Advertisement.

You can choose how to submit your Job Application using the options offered through the Services. If you elect to apply through a third-party account such as Facebook or LinkedIn.com,

you will be asked to log-in to the applicable account, and the profile, resume and other information that you have provided as part of any of those accounts will then be provided to the entity that posted the applicable Job Advertisement.

Once you submit a Job Application, your resume and other applicable information will be shared with the entity that posted the Job Advertisement. You should therefore ensure that the information you provide is complete and accurate, and only contains information that you are comfortable sharing.

If you ask Tourismo Jobs to submit a message to any employer or third party or if you apply for a job using the Services, you accept that Tourismo Jobs does not guarantee that the recipient entity will receive, access, view, or respond to your requests or Job Applications, or that the transmission of data will be error-free. Any screener questions provided by the entity posting a Job Advertisement are entirely in the control of that entity and if you require alternate screener questions or an alternate application process, you must contact the applicable entity directly.

B. Applying to Job Advertisements on a Tourismo Jobs Website

When you apply to a Job Advertisement on a Tourismo Jobs website or through the app, we will send the resume associated with your account (to the extent an account was created as described in Section 7.C. below).

If you have manually logged out of your account or if you have been automatically logged out of your account because of inaction or some other reason, we will ask you to input your email so we can verify your identity before we send the resume associated with your account. Once you receive the verification email and confirm your identity by following the instructions in the email, we will send out the resume associated with your account.

IMPORTANT: It is your responsibility to ensure that the resume associated with your account is always updated, current and accurate before you apply to a Job Advertisement so an employer receives the most up-to-date information about you. In order to delete old resumes, edit your resume, or upload a new resume, please go to the Profile settings in your User account.

C. Account Creation.

You can manually create a Tourismo Jobs job seeker account, by visiting www.tourismojobs.co.uk, or travobs.co.uk, clicking “Create Your Profile”, and entering your Personal Data to create the account. When an account is created, you will be able to update your profile to include additional information and professional qualifications.

If you do not wish to have a Tourismo Jobs account, please go to your account settings and close your account.

D. Job Alerts

You can sign up to receive job alerts by email. You can edit or change the type of job alerts want to receive by accessing the Job Alerts tab in your User account. You may opt out of job alerts at any time by clicking on the unsubscribe link in your job alert email. You can also contact our Customer Service team at info@Tourismojobs.com, if you need assistance.

E. Interactions with Other Users; Scams; Confidentiality

You are solely responsible for your interactions with Users whom you contact or who contact you. Note: there are risks, including, but not limited to, the risk of physical harm, that may arise when dealing with strangers, including persons who may be acting under false pretenses. You should therefore use caution with regard to the information you elect to share as part of your User Profile or Job Application or resume/CV that. **Only list the contact information that you are comfortable disclosing to Clients and other Users of the Services.**

In addition to carefully reviewing this section and Section 2 above, you should conduct your own due diligence on potential employers and Job Advertisements that may be of interest to you. As mentioned in Section 2, Tourismo Jobs does not authenticate Users or guarantee that a Job Advertisement is suitable, legitimate or real.

Additionally, although Tourismo Jobs requests that companies maintain the confidentiality of the Job Applications and resumes/CVs they receive through the Services, Tourismo Jobs cannot and does not guarantee that the information you provide will be held in confidence or properly secured by the applicable recipient.

8. ADDITIONAL TERMS THAT APPLY TO PROVIDERS OF JOB ADVERTISEMENTS [Top](#)

As a Client, you can use the Services to (i) search for prospective employees or candidates, (ii) view resumes, profiles, or curriculum vitae, and/or (iii) post and/or distribute Job Advertisements on behalf of yourself and/or a third party.

A. Content Rules

With respect to all Job Advertisements that you submit, make available, provide, post or distribute, whether on your own behalf or on behalf of a third party, in addition to the other requirements in this Agreement, you represent and warrant that (i) the content of Job Advertisements (whether owned by you or your clients), will comply with advertising standards and applicable laws, including, but not limited to, employment and privacy laws, in your jurisdiction and the jurisdictions in which the vacancies are located; (ii) you have the necessary rights to permit the publication and use of Job Advertisements by Tourismo Jobs pursuant to this Agreement; (iii) the use, reproduction, distribution or transmission of Job Advertisements will not violate any applicable laws or any rights of any third parties, including, but not limited to, infringement of any copyright, trademark, or other proprietary right, false advertising, defamation, any other right of any person or entity; (iv) the content of Job Advertisements shall comply with the then-current versions of this Agreement and Job Posting Rules (referenced below); and (v), you have the authority to grant permission to Tourismo Jobs to wrap or collect Job Advertisements from applicable websites if necessary, to include in distributions and any such wrapping will not cause Tourismo Jobs to violate the rights of any third party. You acknowledge and agree that you are solely responsible for any liability arising out of publication of Job Advertisements or material to which users can link though such Job Advertisements. You hereby indemnify and hold Tourismo Jobs and its subsidiaries, and their respective officers, directors, employees, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of

or in connection with Job Advertisements provided by you or any other content provided by you, or your breach of this Agreement.

You agree not to post or promote any Job Advertisements that: (i) contain inaccurate, false, or misleading information; (ii) contain "hidden" keywords or keywords that are irrelevant to the job opportunity being presented; (iii) sell, promote or advertise products or services; (iv) endorse a particular political party, political agenda, or political position or promote a particular religion; (v) advertise job openings located in countries subject to economic sanctions of the European Union, except where permitted by applicable law; (vi) require the applicant to provide information relating to his/her (a) racial or ethnic origin, (b) political beliefs, (c) religious beliefs, (d) membership of a trade union, (e) physical or mental health, (f) sexual life, (g) the commission of criminal offences or proceedings, or (h) age; (vii) contain content or links to content that exploit people in a sexual, violent or other manner, or solicits personal information from anyone under the age of 13; (viii) includes any screening requirement or criteria where such requirement or criteria is not a bona fide occupational requirement for the role; (ix) involves any franchise, pyramid scheme, "club membership", distributorship, or multi-level marketing opportunity or requires recruitment of other members, sub-distributors or sub-agents; (x) requires applicants to pay to apply, pay for training, pay for training materials, or pay for samples; (xi) contain content that violates applicable laws; (xii) pays commissions only (except for postings that make clear that the available job pays commission only and clearly describes the product or service that the Job Seeker would be selling, in which case such Job Advertisements are permissible); (xiii) requires citizenship or lawful permanent residence in a country unless that is required in order to comply with law, regulation, or a federal, state or local government contract; (xiv) contain links to any site competitive with Turismo Jobs other than to an actual job posting; or (xv) do not otherwise comply with the then-current Job Posting Rules [here](#) (collectively, "**Job Posting Rules**").

Additionally, Job Advertisements must comply with applicable local, national and international laws, and regulations including, but not limited to, those relating to labor and employment, and anti-discrimination (or the equivalent in the country that the Job Advertisements are made available, posted or distributed).

REPORTING VIOLATIONS OF THE CONTENT RULES: If you believe that any content on our Websites, violate the Content Rules, please contact us at info@Turismojobs.com and state the following in the subject-line of your email: Violation of Content Rules. For content that allegedly violates your copyright, please see Section 10 below.

B. Distribution of Job Advertisements

Turismo Jobs will make reasonable efforts to distribute Job Advertisements to third-party services, publishers, job boards and/or other entities in our distribution network, or in job alert emails and texts (where a Job Seeker has opted-in to receive such alerts) (collectively, "**Distribution Channels**"). However, you acknowledge and accept that we have no control over the Distribution Channels or communication networks, and therefore we provide no guarantee that your Job Advertisements will actually be delivered over the Internet or via communication networks, be accepted by an entity in the Distribution Channels or be received and/or read by a Job Seeker. You accept that entities in the Distribution Channels have no obligation to use or display a Job Advertisement and may reject a Job Advertisement for any reason or no reason, whether you are on a paid job Subscription Plan, or a trial or free subscription, and even if you have paid for a "Premium Post". You agree that Turismo Jobs is not liable to you or any third party if your Job Advertisement is rejected or not posted, and you will not be entitled to

any refund for Job Advertisements not posted or distributed. By submitting a Job Advertisement, you give us permission to distribute that Job Advertisement in the Distribution Channels and on Turismo Jobs websites.

We make no guarantee as to the number or quality of candidates that you will receive as a result of your Job Advertisement. You are solely responsible for interviewing, performing background and reference checks on, verifying information provided by, and selecting an appropriate candidate. In certain cases, entities in the Distribution Channels may require that you agree to additional service policies in order to allow your Job Advertisement to be distributed on or via their services, and you hereby agree to such additional service policies as they apply to the distribution of your Job Advertisements.

C. Authorized Users

You are responsible for all activity, acts or omissions of any person or entity that is able to access the Services under your account and you will limit access to the number of users that are allowed under your account to those permitted under your selected Subscription Plan (each, an "**Authorized User**"). Additionally, you agree that: (i) log-in credentials and account information will not be shared with third parties; (ii) you will not sell or sublicense access to your account or the Services; (iii) you will not charge, or receive payment, in cash or in kind, from any individual or entity for use of, or access to, any portion of the Services; (iv) you will ensure that Authorized Users comply with this Agreement and any other Specific Terms of Service or other agreement that you have with Turismo Jobs; (v) you will immediately notify Turismo Jobs of any suspected or alleged violation of this Agreement, including any unauthorized use of any password or account information, or any other known or suspected breach of security; and (vi) you will cooperate with Turismo Jobs with respect to investigation of any suspected or alleged violation of this Agreement and any action by Turismo Jobs to enforce this Agreement.

Turismo Jobs may suspend, limit, condition, or terminate an Authorized User's access to the Services or any features thereof, in the event that Turismo Jobs reasonably determines that such Authorized User has violated this Agreement or appears likely to do so.

D. Removal of Advertisements; Enforcement; Termination

You acknowledge and agree that Turismo Jobs may, with no liability or penalty, remove any Job Advertisement or other content, communication or information posted, which in the sole judgment of Turismo Jobs, violates or may violate this Agreement, applicable laws, rules or regulations, or third party terms; or may adversely affect Turismo Jobs; or is false, inaccurate, misleading, deceptive, fraudulent, libelous, defamatory, immoral, offensive, obscene, pornographic, disruptive, threatening, abusive or illegal; or which may violate or lead to the violation of the rights of, or harms or threatens the safety and privacy of any third party.

We also have the right to:

- Remove or refuse to post any User Content for any or no reason in our sole discretion.
- Take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion, including if we believe that such User Content violates the Terms of Use, including the Content Rules, infringes any intellectual property right or other right of any

person or entity, threatens the personal safety of users of the Website or the public, or could create liability for us

- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy
- Take legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website or the Services.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AND EMPLOYEES, FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY ALL SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

E. Use of Data

You agree that you shall not use any resume/CV or its contents to market or sell products or services to the data subjects whose resumes/CV you have been sent through the use of the Services. Turismo Jobs reserves the right to suspend or terminate your access to the Services or terminate this Agreement in the event of any non-compliance with this Agreement or any other agreement you have with Turismo Jobs. You shall remain primarily responsible for ensuring that Authorized Users comply with the terms of this Agreement. You accept that Turismo Jobs does not verify whether any telephone number contained within a resume/CV is a landline or a cell phone number, and it is your responsibility to ensure that any communication with the data subject of the resume/CV is in compliance with applicable laws related to telephone calls, automated dialing, SMS, spam, fax, and unsolicited communications.

You represent, warrant and promise that: (i) you will use the personal data contained within any resumes/CVs obtained or accessed through the Services (collectively, "**Data**"), in accordance with applicable communication, privacy and data protection laws; (ii) you shall not further disclose any Data to a third party, unless you are an authorized recruitment agency, staffing agency, or job advertising agency acting on behalf of a client, and you are accessing the resumes/CVs to source candidates on behalf of your clients for legitimate employment purposes; (iii) you will implement appropriate physical, technical, and administrative measures to protect Data from loss, misuse, unauthorized access, disclosure, alteration or destruction, and you will notify Turismo Jobs immediately in the event of any suspected or actual unauthorized access or disclosure of resumes/CVs; (iv) Authorized Users shall not share login credentials with any other party; (v) you will not use the contact information from resumes/CVs to send unsolicited mail, e-mails, phone calls, SMS, or faxes regarding promotions and/or advertising of your or a third party's products or services, or to contact or source job seekers for careers fairs and business opportunities; and (vi) you will respect the privacy choices of Job Seekers.

Turismo Jobs makes no representations or warranties regarding any content provided or generated by third parties, including, without limitation, resumes/CVs. You accept that Turismo

Jobs acts as a passive conduit for receipt of resumes/CVs and has no obligation to screen resumes/CVs, verify the identity of the person submitting a resume/CV, or verify the accuracy of the data or content contained in resumes/CV. It is your responsibility to conduct due diligence as regards the individual job seeker-subject of each resume/CV. We do not guarantee any response or the number of responses to your Job Advertisements or that any responses will be from individuals suitable for the job vacancy you advertised. It is your responsibility to carry out such checks and procedures as are necessary to ensure that individuals who respond to your Job Advertisements have the required qualifications to meet your requirements.

References to "resume" or "CV" as used herein, will include curriculum vitae, profile, references, recommendations, and other similar written overviews or assessments of a person's experience and qualifications.

F. Job Seekers

Tourismo Jobs may inform Job Seekers that you have taken an action with respect to a resume/CV or a Job Application. You agree to deal fairly and professionally with individuals who may respond to your Job Advertisement and agree to indemnify us from and against any claim brought by an individual against Tourismo Jobs arising from your breach of this Agreement or any other agreement you have with Tourismo Jobs.

G. Providers of Job Advertisements from the United Kingdom

You confirm that the content of all Job Advertisements you submit or provide, shall comply with the Data Protection Act 2018, The Equality Act 2010, and applicable laws relating to anti-discrimination and the Code of Practice on Employment provided by the Equality and Human Rights Commission, which is currently available at: <https://www.equalityhumanrights.com/en/publication-download/employment-statutory-code-practice>

In addition, if you are an employment agency or an employment business (as defined by the Employment Agencies Act 1973), you promise to comply with the provisions of the Conduct of Employment Agencies and Businesses Regulations 2004 (the "**Regulations**") and the Employment Agencies Act 1973.

H. Data Protection.

You agree to implement appropriate physical, technical, organizational, and administrative measures (a) to prevent unauthorized or unlawful processing of any Personal Data; for the purposes of this Agreement, 'Personal Data' means any information or pieces of information that could identify you either directly (e.g. your name) or indirectly (e.g. through pseudonymized data, such as a unique ID number). This means that personal data includes things like email/home addresses, usernames, profile pictures, personal preferences, financial information, and health information. It could also include unique numerical identifiers like your computer's IP address; (b) to protect Personal Data against accidental loss, destruction or damage; (c) to include taking reasonable steps to ensure the reliability of the personnel having access to the Personal Data; and (d) having regard to the state of technological development and the cost of implementing those measures so as to ensure a level of security appropriate to: (i) the harm that may result from breach of those measures; and (ii) the nature of the Personal Data to be protected. You agree to comply with applicable data protection and privacy laws and regulations in applicable jurisdictions particularly as they relate to your operations and the residency of the applicable data subjects. You further

agree to indemnify, hold harmless, and defend Turismo Jobs at your own expense against all costs, claims, damages or expenses incurred by Turismo Jobs for which we may become liable due to any failure by you or your personnel or agents to comply with any of your obligations under this section and applicable data protection and privacy laws and regulations.

9. PRIVACY AND SECURITY [Top](#)

Please refer to our [Privacy Policy](#) for information regarding how we collect, process, share and store your Personal Data.

Unfortunately, the transmission of information over the Internet is not completely secure and we cannot, therefore, guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your Personal Data at your own risk.

10. INFRINGING OR ILLEGAL CONTENT [Top](#)

If you believe in good faith that any content on the Services is illegal or infringes your or a third party's intellectual property right or you wish to make us aware of any other illegal or infringing acts which relate to the Services, you can contact us via email at: info@Turismojobs.com. Any notice to us must contain: (a) a detailed description of the infringing or illegal material or activity including why it is infringing or illegal; (b) a detailed description specifying the location of the material that you claim is infringing or illegal (if applicable); and (c) your name, address, telephone number and e-mail address.

11. THIRD-PARTY LINKS AND SERVICES [Top](#)

The Services may contain links to third-party websites, advertisers, products, services, or other events or activities that are not owned or controlled by Turismo Jobs (collectively, "**Third-Party(ies)**"). Turismo Jobs does not endorse or assume any responsibility for any such Third-Party sites, information, materials, products, or services. If you access a Third-Party website from the Services or use a Third-Party service, you do so at your own risk, and you understand that this Agreement and the Turismo Jobs Privacy Policy do not apply to your use of such Third-Party sites or services. You expressly relieve Turismo Jobs from any and all liability arising from your use of any Third-Party website, service, or content. Additionally, your dealings with or participation in promotions of advertisers found on the Services, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Turismo Jobs shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

12. NO WARRANTY [Top](#)

A. Disclaimer of Warranties

Tourismo Jobs will not be liable to you for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Services or on any website linked to it.

Tourismo Jobs does not make any representations, warranties or guarantees, whether express or implied, that the content on the Services, including User Content, is accurate, complies with applicable laws, is current and up to date, is fit for your particular use, does not infringe any third party's intellectual property rights, or is truthful.

To the maximum extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Services or any content on it, whether express or implied.

Tourismo Jobs is not liable and not responsible for authentication or verification of any Users, including, without limitation, employers, recruiters, staffing agencies, or Job Seekers, or the authentication or verification of the veracity, accuracy, completeness, legitimacy, legality or truthfulness of User Content including, without limitation, Job Advertisements and resumes.

B. Universal Disclaimer

TOURISMO JOBS DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A USER OR THIRD PARTY TO YOU, AND TOURISMO JOBS WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND A USER OR THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

TOURISMO JOBS DOES NOT WARRANT THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.

Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective permitted successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever, including pursuant to the Contracts (Rights of Third Parties) Act 1999.

13. LIMITATION OF LIABILITY [Top](#)

If you are a Job Seeker, acting as a consumer and resident in the European Union or United Kingdom, and Tourismo Jobs negligently breaches this Agreement, Tourismo Jobs is responsible for loss or damage you suffer that is a foreseeable result of a breach by Tourismo Jobs of this Agreement or as a result of the negligent breach of Tourismo Jobs. Tourismo Jobs is not responsible for any loss or damage that is not foreseeable.

Loss or damage is foreseeable if they were an obvious consequence of a breach by Tourismo Jobs or if they were contemplated by you and Tourismo Jobs at the time you agreed to this Agreement. To the extent permitted by applicable law, we will not be liable for any indirect or consequential damages of any nature whatsoever, arising from your use of the Services. If such clauses are

prohibited pursuant to mandatory consumer laws of your country of residence, this limitation of liability will not apply to you.

You acknowledge and agree that, subject to the foregoing, Turismo Jobs will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Services; or
- use of or reliance on any User Content displayed on the Services or accessed via the Services, including, but not limited to, Job Advertisements, resumes/CVs, content of messages, and other User Content

If you are a Job Seeker, acting as a consumer and resident in the European Union, Turismo Jobs does not exclude or limit in any way its liability for:

- death or personal injury caused by the negligence of Turismo Jobs
- fraud or fraudulent misrepresentation by Turismo Jobs;
- your rights as a consumer under applicable law of the country in which you reside; and
- any other liability that cannot be excluded or limited by applicable law

14. AGREEMENT TO ARBITRATE [Top](#)

This Agreement contains an Arbitration provision, which will, with limited exception, require you to submit disputes you have against Turismo Jobs to binding and final arbitration to the extent that the laws of the jurisdiction where you reside permit the inclusion of Arbitration provision in these Terms of Use. You will only be permitted to pursue claims against Turismo Jobs on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding, and you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

If you are located in, are based in, have offices in, or do business in a jurisdiction in which this Section 14 is enforceable, the following mandatory arbitration provisions apply to you:

A. Binding Arbitration

This Section 14 is referred to in this Agreement as the "**Agreement to Arbitrate**". Unless you opt-out pursuant to the opt-out procedures set forth below, you agree that any and all disputes or claims that have arisen or may arise between you and Turismo Jobs or its affiliates, whether relating to the Services, this Agreement (including any alleged breach thereof), or otherwise (each a "**Dispute**"), shall be resolved exclusively through final and binding arbitration, rather than a court in accordance with the terms of this Agreement to Arbitrate. Your rights will be determined by a neutral arbitrator, not a judge or jury. **YOU UNDERSTAND THAT ABSENT THIS AGREEMENT TO ARBITRATE, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.**

The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**"), including the AAA's Supplementary Procedures for Consumer-Related Disputes, each available at www.adr.org, or such other alternative dispute resolution body and arbitration rules that may be mutually agreed upon by you and Turismo Jobs. Your arbitration fees and your share of arbitrator compensation shall be governed by such rules. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and Turismo Jobs may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties.

B. Restrictions

You and Turismo Jobs agree that any arbitration shall be limited to the Dispute between Turismo Jobs and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

C. Exceptions to Informal Negotiations and Arbitration

You and Turismo Jobs agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or Turismo Jobs intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (3) any claim for injunctive relief.

D. 30 Day Right to Opt Out of Arbitration

You have the right to opt-out and not be bound by the arbitration provisions set forth in this Section 14 by sending written notice of your decision to opt-out to info@Turismojobs.com or to the U.S. mailing address listed at the bottom of this Agreement. The notice must be sent to Turismo Jobs within thirty (30) days of your registering to use the Services or agreeing to these terms, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those sections. If you opt-out of these arbitration provisions, we also will not be bound by them.

E. European Union Online Dispute Resolution

If you are an individual located in the EU, you may also choose to bring your dispute to the online dispute resolution portal of the European Commission, available here: <http://ec.europa.eu/odr>.

15. EMPLOYMENT AGENCIES AND EMPLOYMENT BUSINESS REGULATIONS 2003 (ONLY FOR USERS IN THE UNITED KINGDOM) [Top](#)

For the purposes of the Conduct of Employment Agencies and Employment Business Regulations 2003 (the, "**Regulations**"), job seekers and recruiters should be aware that Turismo Jobs is not an

employment business and operates as a venue only, and accordingly, does not introduce or supply work-seekers to recruiters (or vice versa). Accordingly, Tourismo Jobs does not, without limitation: (i) acquire sufficient information for potential recruiters to select a suitable work-seeker for the position which the recruiter seeks to fill; (ii) acquire confirmation of the identity of a work-seeker or that the individual has the experience, training, qualifications or authorization to work in the position to be filled or that they wish to undertake the role to be filled; (iii) verify that the work-seeker and recruiter are each aware of any requirement imposed by law or otherwise which must be satisfied by either of them to permit the work-seeker to fulfil the position to be filled; (iv) give any indication to recruiters whether work-seekers are unsuitable (or suitable) for any position to be filled in any circumstances; (v) propose work-seekers to recruiters or provide any information about them other than in the course of providing a search function to recruiters to make key word searches of the CV database; (vi) take up any references in relation to a work-seeker; or (vii) make any arrangements for accommodation of work-seekers.

Since Tourismo Jobs is only a venue and does not propose or introduce work-seekers to recruiters or vice versa, if you are a work-seeker you undertake the steps set out in the Regulations to ensure your suitability for the role advertised or, if you are a recruiter, to ensure a work-seeker's suitability for the role. These checks could include: (A) if you are a work-seeker; checking the identity of the recruiter and the nature of its business, the commencement date and duration of the position, the position to be filled including type of work, location, hours and risks to health and safety, experience, training, qualifications and authorization which the recruiter considers necessary or are required by law or otherwise to undertake the position, whether any expenses are payable by you as a work-seeker or whether there are any requirements imposed by law or otherwise for you to satisfy before taking up a position; and (B) if you are a recruiter; checking the identity of the work-seeker and that the work-seeker has the experience, training, qualifications and authorization required by law or otherwise for the position and whether there are any requirements imposed by law or otherwise for you, as the recruiter, to meet to enable a work-seeker to take up a position and additionally, where professional qualifications are required or where work-seekers are to work with vulnerable persons or children, you should obtain copies of the relevant qualifications, background checks and references. Any searching or screening tools provided by us for use in your assessment of the suitability or otherwise of any particular candidate or advertised vacancy are to assist you in taking these steps but are not intended as a substitute for your own verifications of the candidate's qualifications, work history and otherwise suitability for the position.

16. GENERAL [Top](#)

A. Governing Law and Location

The Services are controlled and operated by Tourismo Jobs from within the United States of America. Tourismo Jobs makes no representations that the Services or the materials available via the Services, are appropriate or available for use in locations outside of the European Union. Those who choose to access the Services from other locations do so on their own initiative and are responsible for compliance with all United States of America laws as well as local laws, if and to the extent local laws are applicable.

Unless otherwise required by a mandatory law of a member state of the European Union or any other jurisdiction, this Agreement and any Disputes shall be governed by the internal substantive laws of the State of Delaware, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly

excluded. An arbitrator shall not be bound by rulings in prior arbitrations involving different Users but is bound by rulings in prior arbitrations involving the same User to the extent required by applicable law. Except as otherwise expressly provided in this Agreement, all arbitration and other litigation in a court of competent jurisdiction of any dispute between you and Turismo Jobs related to this Agreement shall be located in Dover, Delaware.

You may not use the Services if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government.

If you are a Job Seeker, acting as a consumer and resident in the European Union: you agree that this Agreement shall be governed by the law of your country of residence without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. You and Turismo Jobs both agree to submit to the non-exclusive jurisdiction of the courts in the country of your residence.

B. Assignment

This Agreement shall be personal to you and you may not assign, transfer, sublet, lease or delegate all or any of your rights and obligations, without the prior written consent of the General Counsel of Turismo Jobs or his/her designee. Turismo Jobs can assign this Agreement or delegate its obligations without restriction.

C. Relationship of the Parties

Nothing in this Agreement shall be construed as making either party the partner, joint venture, employer, contractor or employee of the other. Neither party shall have or hold itself out to any third party as having any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound.

Except as set out in this Agreement, only you and Turismo Jobs may enforce this Agreement as this contract is between you and Turismo Jobs; no other party shall be entitled to enforce the terms of this Agreement.

D. Notification Procedures

Turismo Jobs may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on our websites, as determined by Turismo Jobs in its sole discretion. Turismo Jobs reserves the right to determine the form and means of providing notifications to Users, provided that you may opt out of certain means of notification as described in this Agreement. Turismo Jobs is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. We recommend that you add info@turismojobs.com to your email address book to help ensure you receive email notifications from us.

E. Entire Agreement

This Agreement, together with any amendments and any additional agreements you may enter into with Turismo Jobs in connection with the Services, shall constitute the entire agreement and understanding between you and Turismo Jobs concerning the Services. You acknowledge and

agree that you have not relied upon any statement, promise or representation made or given by or on behalf of Turismo Jobs, which is not set out in this Agreement or any document expressly referred to herein.

F. Compliance with Laws

You agree to comply with all applicable laws, regulations and ordinances in the use of the Services and the conduct of your activities.

G. Confidentiality

Pursuant to your use of the Services, you may receive information or be exposed to features and functionality that are not known or available to the general public, including, but not limited to, login credentials, technology, API Keys, dashboards, widgets, insertion codes, and guidelines and documentation relating to the Services ("**Confidential Information**"). You agree that: (a) all Confidential Information will remain the exclusive property of Turismo Jobs; (b) you will use Confidential Information only as is necessary for your use of the Services and in accordance with this Agreement; (c) you will not disclose Confidential Information to any third party; and (d) you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Agreement. You further agree not to share with, or otherwise disclose to, any third party, log-in credentials or any other mechanism that permits access to the Services or any other non-public area of the Turismo Jobs websites.

H. Equitable Relief

You acknowledge that a breach by you of any confidentiality or proprietary rights provision of this Agreement may cause Turismo Jobs irreparable damage, for which the award of damages would not be adequate compensation. Consequently, Turismo Jobs may institute an action to enjoin you from any acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and additionally, Turismo Jobs may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which we may be entitled at law or in equity.

I. No Publicity.

You shall not publicly disclose, issue any press release nor make any other public statement, nor otherwise communicate with the media, concerning the existence of this Agreement or the subject matter hereof, or the relationship with us without the prior written approval of our legal department. You further agree not to misrepresent or embellish your relationship with us. You agree to refer any inquiry that you receive from the media or other third parties, concerning this Agreement, the Services, and/or Turismo Jobs, to our legal department at: info@Turismojobs.com.

J. Electronic Contracting.

Your use of the Services includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY THIS AGREEMENT, AND THAT YOUR INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO TRANSACTIONS YOU ENTER INTO ON ANY TOURISMO JOBS WEBSITE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS.

L. Miscellaneous.

Any waiver of any provision of this Agreement will be effective only if in writing and signed by Turismo Jobs. No failure by Turismo Jobs to exercise, or to delay in exercising, any rights hereunder shall operate as a waiver hereof, nor shall any single or partial exercise of any right hereunder by Turismo Jobs preclude any other or future exercise of that right or any other right hereunder by Turismo Jobs. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from this Agreement.