

TERMS OF SERVICE

IMPORTANT-READ CAREFULLY:

This End-User License Agreement (the "Agreement") is a legal agreement between You (either an individual or a single entity) and Gold-Jobs.com, Inc. (hereafter "Gold-Jobs.com") for the Products (as defined below). IF YOU DO NOT AGREE TO BE BOUND BY ANY AND ALL OF THE TERMS OF THIS AGREEMENT, PLEASE DO NOT ACCESS OR USE ANY OF THE Gold-Jobs.com PRODUCTS. Gold-Jobs.com reserves the right to revise this Agreement at any time.

"Product" shall mean the object code of the software program and the interface environment made available to You and Your end users pursuant to this Agreement for use via the World Wide Web and all Intellectual Property pertaining thereof, including, the Gold-Jobs.com web site, the servers, infrastructure, computer programs, software products (including any third party software products), databases, files and data either used to operate the Product or incorporated therein, the system and processes, the documentation, modifications and enhancements.

LICENSE AND OTHER SERVICES.

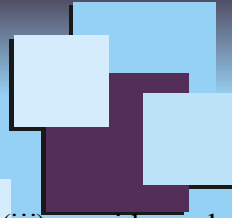
Gold-Jobs.com hereby grants to You, for the term of Your Agreement, a non-exclusive, personal, non-transferable, non-sublicensable worldwide license to access and use the Product in accordance with its intended use written instructions and specifications ("Gold-Jobs.com License"). The Product is licensed to You, not sold, and only licensed to You and not any third party. This Agreement shall commence upon acceptance by You and shall continue for the period agreed upon between You and Gold-Jobs.com, unless terminated earlier by either party in the event of a material breach of this Agreement by the other party that has not been cured, to the first party's satisfaction, within thirty (30) days of a written notice thereof by the non-breaching party.

You may utilize the Product solely on a single unified resource locator address ("URLs"). However, in the event more than one license has been acquired by You, multiple URLs are permitted up to the number of licenses granted to You. Text To Speech audio playback, available as an option within the Product may be played back only within the Product and its derivative works and may not be independently manipulated or copied. The Products purchased online support up to 5 concurrent end users at any given time.

Gold-Jobs.com shall provide technical support to You in the use of the Product, during regular business hours (i.e. 9am-6.30pm, EST). In addition, Gold-Jobs.com will provide You with an email address for which You may send questions if the Product becomes inoperable after business hours. Gold-Jobs.com shall respond to via email to Your support request within a reasonable time-period.

RESTRICTIONS.

Other than the rights expressly licensed hereunder to You, no other rights or interest whatsoever in the Product are granted to You. Without limiting the foregoing, You may not:



thereof, or create derivative works thereof; (iii) provide or share the username and/or passwords assigned to You with any third party; (iv) use the Product to perform any illegal transfer of information (e.g. transfer of files in violation of a copyright); (v) use the Product for any unlawful purpose (including, without limitations copyright infringement) or (vi) sell, rent, lease, sublicense or otherwise transfer your rights under this Agreement. Additionally, Products sold online may not support more than 5 concurrent users at any given time.

OWNERSHIP OF INTELLECTUAL PROPERTY.

Gold-Jobs.com owns and shall retain all rights, including Intellectual Property, in and to the Product, including any new version releases, updates, enhancements, modifications or improvements made thereto. You acknowledge Gold-Jobs.com's exclusive rights in the Product and that the Product is unique and original to Gold-Jobs.com and that Gold-Jobs.com is the owner thereof.

Gold-Jobs.com™, and other names, logos are icons identifying Gold-Jobs.com and its products are trademarks of Gold-Jobs.com. Except as expressly set forth herein, no right, license, or interest to such trademarks are generated or granted hereunder.

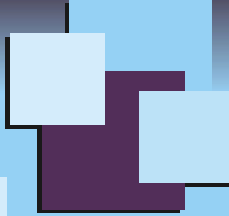
You shall not remove or alter any copyright notice, trademark or other proprietary or restrictive notice or legend affixed to, contained or included in, the Product and any material provided by Gold-Jobs.com.

You shall cooperate fully with Gold-Jobs.com in protecting Gold-Jobs.com's rights in the Product. Without limiting the foregoing, You agree to notify Gold-Jobs.com promptly in the event that You become aware of any infringement of such rights.

By using the Product, You understand, agree and authorize Gold-Jobs.com to use screenshots of your implementation of the Product as it appears on Your website in any way deemed necessary in order to show how the Product is being implemented by users, and for that purpose alone.

COPYRIGHT INFRINGEMENT POLICY.

Gold-Jobs.com is committed to protecting the rights of copyright rightholders and seek to comply with all applicable laws and regulations regarding the protection of intellectual property. Unauthorized copying, distribution, modification, public display or public performance of copyrighted works is a copyright infringement, and Gold-Jobs.com will undertake appropriate steps against copyright repeat offenders. Gold-Jobs.com will process any notices of alleged copyright infringement and will take appropriate actions under the U.S. Digital Millennium Copyright Act (the "DMCA"). Upon receipt of notices complying with the DMCA, Gold-Jobs.com will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and will act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. Notices of claimed infringement should be directed to the Designated Agent by mailing all required documentation to: Gold-Jobs.com, Ltd., PO Box 8138, Cumnock, Ayrshire. Scotland. UK. KA18 4WA ATTN.: COPYRIGHT Administrator.



EXPORT RESTRICTIONS.

You agree that You will not export or re-export the Product to any country, person, entity, or end user subject to UK export restrictions.

NO WARRANTY.

YOU ACKNOWLEDGE, THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCT, THE WEB-SITE AND OTHER MATERIALS PROVIDED TO CLIENT UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS. Gold-Jobs.com DISCLAIMS ANY AND ALL WARRANTIES RELATING TO THE PRODUCT AND OTHER MATERIALS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

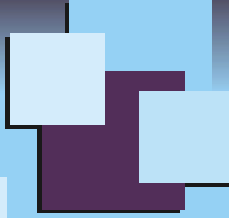
LIABILITIES AND INDEMNITIES

You recognize and agree that any information or content of any kind, posted, uploaded, exported, emailed or otherwise transmitted, by You via the Product, including without limitation any business or personal information or third parties' information (the "Client Information") is transmitted at Your sole risk. You shall remain at all times solely responsible for the full accuracy, reliability, integrity, quality or validity of any statement or any other detail contained in the Information. You are responsible to make sure that the Information has been legally obtained and that Your use of such information complies with the requirements of all applicable laws. You further undertake not to transmit any information in violation of any applicable law or regulation, including without limitation, laws and regulations regarding data protection, security or privacy laws; and not to act in any way whatsoever, which was the effect or is likely to have the effect of violating the privacy of any person or entity.

You shall indemnify and save harmless Gold-Jobs.com and its directors, officers, employees, representatives and agents ("Related Parties") against all demands, claims, actions, liabilities, losses, costs, damages or expenses whatsoever (including reasonable attorneys' fees) ("Damages") asserted against, imposed upon or incurred by Gold-Jobs.com and/or any of its Related Parties resulting from or arising out of the use of any Information, contents and output, including, without limitations, infringement of third party's rights by such use or by such Information.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, WORK STOPPAGE, SAVINGS, OR REVENUES OF ANY KIND, OR FOR LOST DATA, DAMAGE TO OTHER SOFTWARE, COMPUTER FAILURE OR MALFUNCTION OR DOWNTIME, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE CUMULATIVE LIABILITY OF Gold-Jobs.com FOR ALL CLAIMS RELATING TO THE PRODUCT OR THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, INTELLECTUAL PROPERTY INFRINGEMENT, STRICT LIABILITY, OR OTHERWISE, SHALL NOT



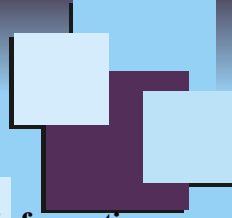
EXCEED THE TOTAL FEES ACTUALLY PAID BY CLIENT UNDER THIS AGREEMENT.

PRESS RELATIONS.

You shall publicly credit Gold-Jobs.com as creator of the Product by stating in press materials related thereto that the Product is licensed from Gold-Jobs.com. In addition, You shall list the Gold-Jobs.com boilerplate and media contact information supplied by Gold-Jobs.com from time to time during the Term on all of its press materials relating to the Product. Licensee shall also submit to Gold-Jobs.com all press releases and formal press materials mentioning the Product for prior review and written approval.

MISCELLANEOUS.

(a) This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof; (b) This Agreement shall be governed by the laws of the UK, without giving effect to any principles of conflicts of laws thereof, and the eligible courts of the UK, shall have exclusive jurisdiction over all disputes between the parties; (c) The parties hereto are and shall remain independent contractors; (d) This Agreement represents the entire agreement concerning the Product between You and Gold-Jobs.com, and it supersedes any oral or written prior proposal, representation, or understanding between the parties.



9. Access, modification and accuracy of information

We take reasonable steps to ensure that the information that we receive from you is accurate and kept up to date. You have the right to access your information to verify the information that we have collected in respect of you. You also have the right to request that your information be modified or deleted, including any changes to any consents that you may have given in respect of us contacting you relating to information that you receive from us. You may also ask at any time that your preferences as to the type of communications that you receive from us are modified in order to stop receiving them or to be added to our mailing list. We will endeavor to deal with all such requests for access and modifications in a timely manner. We will not be able to comply with requests in respect of information that we may have archived as part our business operations.

10. Retention and storage of information

We will retain your information for a reasonable time to permit us to use it for the purposes that we have communicated to you.

We may use the services of third party companies to physically collect and store your information on our behalf. Any such companies will have to comply with the terms of this policy.

11. Changes to Privacy Policy

We may change the terms of this privacy policy from time to time in order to reflect our practices and provide greater protection for your information. Any change to this policy will be clearly displayed on this website. Any changes to this policy will not have retrospective effect. Information collected by us will be dealt within accordance with the provisions of our policy which were in effect at the time of collection.

12. Business transfers

The information that is collected by Gold-Jobs.com is considered to be an asset. In the event that Gold-Jobs.com, any affiliated company, division or portions of its assets are acquired by another company, such information may be one of the transferred assets. We will take reasonable steps to place a notification of such a transfer on our website.

13. Acceptance of terms

By using our services, accessing our website or purchasing our products you are consenting to the practices relating to information collection and use that are described in this policy.

14. Contact us

Any requests for access to your information, modification of your information or questions in respect of this policy should be sent to the following email address privacy@Gold-Jobs.com.