

Terms of Use

These terms of use are entered into by and between you and Motocruit (“Company”, “we” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “Terms of Use”), govern your access to and use of www.Motocruit.com, (the “Site”) and our Placement Services (collectively, the “Services”) including any content, functionality and services offered on or through the Services whether as a job seeker (the “Candidate”) or the shop (the “Client”).

Please read the Terms of Use carefully before you start to use the Site or Services. By using the Site or Services, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access the Site or use the Services.

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Site or Services thereafter. Your continued use of the Site or Services following the posting of revised Terms of Use means that you accept and agree to the changes. We will notify you via email for any material changes to the Terms of Use. For other changes, you are expected to check this page periodically, so you are aware of any changes, as they are binding on you.

Motocruit is not a law firm and does not provide legal advice or representation.

1. NO RELATIONSHIP CREATED

Nothing on the Sites or Services is an offer or guarantee to represent, recruit, place or assist on behalf of any Candidate or Client. This website is not intended to create a partnership or client relationship. Recruiting services may only be established by the execution of a Direct Hire Agreement. The Company makes no guarantee to be able to find employment or place any candidate.

2. RIGHT TO DECLINE

Motocruit reserves the exclusive right to evaluate each request by a Client or Candidate, to utilize Motocruit’s Services, on an individual basis. Motocruit may accept or decline to provide services to any Candidate or Client at any time.

3. NO GUARANTEE OF RESULTS

The success rates and recruiting summaries provided are not intended to indicate or guarantee that any of the same or similar results can be achieved in future recruiting efforts on behalf of any Client or Candidate; the outcome of our success depends upon a number of factors. These examples and summaries are intended only to provide general information.

4. ELIGIBILITY

By using the Sites and Services, you affirm that you are of legal age to enter into these Terms. If you are an individual utilizing the Services or accessing or using the Sites on behalf of, or for the benefit of, any corporation, partnership or other entity with which you are associated (an “**Organization**”), then you are agreeing to these Terms on behalf of yourself and such Organization, and you represent and warrant that you have the legal authority to bind such Organization to these Terms. References to “you” and “your” in these Terms will refer to both the individual using the Sites and to any such Organization.

The Sites and Services are controlled or operated (or both) from the United States, and are not intended to subject Motocruit to any non-U.S. jurisdiction or law. The Sites may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of the Sites and Services are at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit the Sites and Services’ availability at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose.

5. LICENSE

All logos displayed on the Sites (the “**Marks**”) are the exclusive property of Motocruit or their respective third party owners. Except for your right to view Marks on our Site, you are not granted any rights to the Marks. Nothing in the Sites grant, by implication, estoppel, or otherwise, any license or right to use any Marks displayed on the Sites.

6. USER SUBMITTED MATERIALS

If you provide to us any ideas, reviews, proposals, suggestions or other materials (“**Feedback**”), whether related to the Sites or otherwise, such Feedback will be deemed Submitted Materials, and you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place Motocruit under any fiduciary or other obligation.

You represent and warrant that you have all rights necessary to grant the licenses granted in this section, and that your Submitted Materials, and your provision thereof through and in connection with the Sites, are complete and accurate, and are not fraudulent,

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tortious or otherwise in violation of any applicable law or any right of any third party. You further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding each Submission that you may have under any applicable law under any legal theory.

Motocruit may (but has no obligation to) screen, monitor, evaluate and remove any Submitted Materials at any time and for any reason, or analyze your access to and use of the Sites. We may disclose information regarding your access to and use of the Sites, and the circumstances surrounding such access and use, to anyone for any reason or purpose.

For clarity, certain information that you provide to Motocruit through the Sites may also be governed by Motocruit’s Privacy Policy. You represent and warrant that any information you provide in connection with the Sites are and will remain accurate and complete, and that you will maintain and update such information as needed.

7. RULES OF CONDUCT

In connection with the Sites, you agree NOT to:

- Post, transmit or otherwise make available through or in connection with the Sites any materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.
- Insert or permit to be inserted, any malicious or harmful software into the Sites, including but not limited to any software designed to (a) make unauthorized changes to or cause damage to the Sites or Third Party Materials as defined below; (b) copy, provide unauthorized access to, or prevent authorized access to the Sites; or (c) prevent detection of any unauthorized invasion of the Sites (“**Malware**”).
- Use the Sites for any commercial purpose, or for any purpose that is fraudulent or otherwise tortious or unlawful.
- Harvest or collect information about users of the Sites.
- Interfere with or disrupt the operation of the Sites or the servers or networks used to make the Sites available, including by hacking or defacing any portion of the Site; or violate any requirement, procedure or policy of such servers or networks.
- Restrict or inhibit any other person from using the Sites.
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Sites except as expressly authorized herein.
- Reverse engineer, decompile or disassemble any portion of the Site, except where such restriction is expressly prohibited by applicable law.
- Remove any copyright, trademark or other proprietary rights notice from the Sites.
- Frame or mirror any portion of the Sites, or otherwise incorporate any portion of the Sites into any product or service.
- Systematically download and store Site content.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or otherwise gather Site content, or reproduce or circumvent the navigational structure or presentation of the Sites, without Motocruit’s express prior written consent.

8. THIRD PARTY MATERIALS

The Sites may make available or provide links to third party websites, content, services, or information (“**Third Party Materials**”). Motocruit does not control, and is not responsible for, any Third Party Materials and the availability of any Third Party Materials on the Site does not imply endorsement of, or affiliation with the provider of Third Party Materials. Your use of Third Party Materials is at your own risk.

This site is protected by the reCAPTCHA service and your use of reCAPTCHA on the Site is subject to the Google Inc. (“Google”) Terms and Privacy Policy. We use the reCAPTCHA service provided by Google to protect the Site and your submissions via internet submission forms on this Site. reCAPTCHA checks if you are a person in order to prevent certain Site functions from being abused. This plugin query includes the sending of IP address and other data such as your device data, cookies placed on your device (such as from Google), language and date information, installed plug-ins, and javascript objects which the reCAPTCHA service uses to evaluate your use of the Site. By using the reCAPTCHA service, you consent to the processing of data about you by Google in the manner and for the purposes set out above. If you do not agree, then do not use or access this Site.

9. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Motocruit, and its affiliates, officers, directors, agents, and employees from any claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys’ fees) arising out of or relating to your access to or use of, or activities in connection with, the Sites (including any Submitted Materials), the Services (including placement services to the Shop or Candidate) or your violation or alleged violation of these Terms. You may not enter into a

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settlement of a claim that involves a resolution other than one consisting solely of a monetary settlement, without Motocruit's prior written consent. This indemnity obligation shall survive the termination of this Agreement

Information that may be presented on or through the Site or Services we provide is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of any information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Services, or by anyone who may be informed of any of its contents.

All statements and/or opinions expressed verbally, in these materials, and all articles and responses to questions, correspondence, and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you for the content or accuracy of any information or materials provided.

10. DISCLAIMER

Motocruit (a) does not guarantee that any Candidate will receive any employment or job offers through the Sites or Services; (b) will not be responsible for any employment offers or listings, employment screenings, employment decisions, or actual employment presented by the Client or third parties; and (c) is neither your employer nor your agent based solely on your usage of the Sites and Services. You must use your own judgment in evaluating any prospective employers and any Third Party Materials.

11. LIMITATION OF LIABILITY

You agree Motocruit will not be liable for any indirect, incidental, consequential, special, exemplary or punitive damages of any kind, under any contract, tort (including negligence), strict liability or other theory, including damages for loss of profits, use or data, loss of other intangibles, or loss of security of submitted materials (including unauthorized interception by third parties of any submitted materials), even if advised in advance of the possibility of such damages or losses. Without limiting the foregoing, you further agree Motocruit will not be liable for damages of any kind resulting from your use Motocruit'S Sites or Services or inability to use the sites or services.

12. TERMINATION OF SERVICES

Motocruit may terminate your Services or suspend your access to the Sites at any time, with or without cause or notice, including due to requisition inactivity, lack of communication by the Client or Candidate, or if we believe that you have violated or acted unethically or without integrity, provided false information, or for any other reason we believe is in our best interest. Upon any such termination of Services (a) your right to access and use the Sites will immediately cease; (b) Motocruit may immediately deactivate or delete your user name, password and account; (c) Motocruit will be under no obligation to maintain or provide you with Services or access to any materials or candidates associated with your account (including Submitted Materials), and may retain or delete such materials in Motocruit's sole discretion.

13. GENERAL

These Terms do not, and will not be construed to, create any partnership, recruiting or market exclusivity, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Motocruit.

14. ACCOUNT AND PASSWORD

You may need to register for an account to use all or portions of the Sites. We may reject, or require that you change, any username, password or other information that you provide to us in registering. You, and not Motocruit, are responsible for the security of and any use or misuse of your username or password. In particular, it is your sole responsibility to (a) maintain the confidentiality of your account login and password; (b) frequently update and revise your password; and (c) promptly notify Motocruit if there is any unauthorized use of your account(s) or any breach of security by contacting us in accordance with the "CONTACT US" section below.

15. CLIENTS

Clients of Motocruit to whom we provide Services may register with Motocruit on the Sites. You agree that you are solely responsible for all activities undertaken within your Client account.

16. CANDIDATES

Registration

If you register as a Candidate on the Site, you may be automatically enrolled in other Motocruit offerings designed to assist you in finding a job. You may be able to update your job search criteria and preferences, upload and update your resume, receive alerts, update your availability, view the status of your application, and provide us with additional information about you. You agree that you are solely responsible for all activities undertaken within your account(s).

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As part of the registration process, we may require you to provide us with certain information including, but not limited to, your resume, name, email address, phone number, work history, education, experience, pay/compensation expectations and geographic location (the "**Candidate Information**").

Authorization and Certification

You authorize Motocruit and Motocruit Clients to make investigations and inquiries into your employment and educational history and other related matters as may be necessary in arriving at an employment decision. Motocruit may use a third-party vendor to perform such investigations/inquiries. If a third-party vendor is used, you will be provided additional disclosures and authorization forms as required by applicable laws prior to a third party performing such investigations/inquiries.

You release employers, schools, and other persons from all liability in responding to inquiries connected with your application and you specifically authorize the release of information by any schools, businesses, individuals, services or other entities listed by you in the Candidate Information. Furthermore, with your verbal authorization, you authorize Motocruit and its agents to release any reference information to Clients who request such information for purposes of evaluating your credentials, skills and experience and you acknowledge that Clients may reach out to you directly.

No Charge

There is no charge for Candidates to use the Sites or Services. Neither Motocruit nor Clients will require a payment from you.

Confidentiality

You agree that by using the Sites and Services as a Candidate, Motocruit may contact you via the phone number (via text or call) provided to Motocruit, including cell phone numbers. You also agree that by using the Sites and Services, Motocruit may provide you with job opportunity or general employment information by sending email, calling or texting you.

17. DESCRIPTION OF SERVICES

A Candidates information may be viewed by Motocruit and in accordance to Motocruit's matching algorithm. A Candidate may receive notification from Motocruit regarding a Motocruit Client's interest in the Candidate and details about the job. A Candidate may, in his/her sole discretion, respond to Motocruit, to accept or reject any interview requests. All requests for prescreen by Motocruit or interviews by a Motocruit's Client does not guarantee a final job or job offer, or a job offer at any particular level of compensation.

Motocruit Direct enables and provides a platform and service that introduces Candidates and Clients and connects them with each other. Candidates and Clients are solely responsible for the information provided in any resume or profile, any requests for interviews or offers made, any issues arising from an acceptance or denial of employment, and any other issues arising from the use of the Site. Motocruit does not provide any guarantee or assurances regarding the hiring or interviewing process. Motocruit does not have input into the Client's hiring process. Motocruit is not responsible for and does not guarantee job postings or wages or benefits presented by Clients.

Motocruit is not a third party to or liable for any agreements between any Clients and Candidates, regardless of whether or not Motocruit receives a fee from a Client in connection with the transaction. Candidates will not pay any fees to Motocruit or a Motocruit Client.

Motocruit Client

If you are a Motocruit Client, the Motocruit Direct Hire Agreement for Clients state the terms and conditions governing your use of Motocruit's placement services.

Candidates

Candidate's Responsibility

Any initial communication between you and any Motocruit Client you are matched with, shall be made exclusively through Motocruit. Further communication with a Motocruit Client may only take place in the event a Client requests an interview with Candidate and Candidate accepts the interview through Motocruit. You further agree not to independently attempt to contact any Motocruit Client regarding the job opportunity presented, through an alternative means outside Motocruit.

18. CONTACT US

If you have any questions or complaints about the Terms, or if you would like to update any personal information you have provided to us, please contact the webmaster at the mailing address or email address below.

Mailing Address:

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Motocruit
Attn: Terms of Use
300 Thomson Park Dr
Suite 322A
Cranberry Township, PA 16066

Email Address: customercare@motocruit.com

Please note that e-mail communications will not necessarily be secure; accordingly, you should not include credit card information or other sensitive information in your e-mail correspondence with us.