Terms of Service Agreement

Welcome to ZSM Recruiting, operated by ZSM Recruiting LLC, located in Houston, Texas. By using the website located at www.zsmrecruiting.com and the related mobile website (collectively, the "Websites"), you agree to be bound by these Terms of Service (this "Terms of Service" or "Agreement"), whether or not you register as a member of ZSM Recruiting ("Member"). If you wish to become a Member and/or make use of the service (the "Service"), please read this Agreement. If you object to anything in this Agreement or the ZSM Recruiting Privacy Policy, do not use the Service.

This Agreement is subject to change by ZSM Recruiting at any time, effective upon posting on the relevant website. Your continued use of the Websites and the Service following ZSM Recruiting's posting of revised terms of any section of the Agreement will constitute your express and binding acceptance of and consent to the revised Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS, INCLUDING VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

Electronic Agreement. This Agreement is an electronic contract that sets out the legally binding terms of your use of the Websites and the Service. This Agreement may be modified by ZSM Recruiting from time to time, such modifications to be effective upon posting by ZSM Recruiting on the Websites. By accessing and/or using the Websites or becoming a Member, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein.

1. **Access and Retention.** To use this website, you must have internet access and a compatible device. By accessing the site, you agree to the Terms of Service as presented.

2. **Commercial Use of Service.** If you are accessing the website on behalf of a company or organization (a "Subscribing Entity"), you represent and warrant that:

a. You are authorized to act on behalf of that entity;

b. You understand and agree to these Terms of Service on its behalf.
Unauthorized or unlawful use of the website is strictly prohibited. This includes, but is not limited to:

- Collecting information from the site for unsolicited marketing or spamming purposes;
- Submitting false or misleading information through contact forms or resume submissions;
- Using the resume submission feature for any purpose other than to express interest in ZSM Recruiting's services;
- Attempting to interfere with or disrupt the website or related systems (e.g., using bots, scrapers, or other automated tools);
- Using the website in a manner that violates any applicable laws or regulations.

ZSM Recruiting reserves the right to revoke access to the website at any time, for any reason, at its sole discretion.

3. **Representations and Warranties.** By submitting information through the website, you represent and warrant to ZSM Recruiting that:

a. All information you provide, including any resume or contact details, is accurate, complete, and submitted with the right and authority to do so;

b. Your submission does not infringe on any third-party rights, including intellectual property, privacy, or confidentiality rights;

c. Your submission does not contain any unlawful, defamatory, or offensive content, and will not expose ZSM Recruiting to legal liability of any kind.

ZSM Recruiting reserves the right to remove any submission and/or restrict access to the website if we believe that the information provided violates these representations or any applicable laws or regulations.

4. **Term.** If you no longer wish to receive newsletters or marketing communications, you can unsubscribe using the link in any email or contact us at info@zsmrecruiting.com.

5. **Modifications to Website or Services.** ZSM Recruiting may update, modify, or discontinue any part of the website or its features at any time, without prior notice. This includes changes to forms, content, or how inquiries are handled. You agree that ZSM Recruiting is not liable to you or any third party for any such modifications or interruptions.

6. **Blocking of IP Addresses.** To protect the security and proper operation of the Websites and Services, ZSM Recruiting reserves the right to block access from any IP addresses that it reasonably believes are involved in suspicious, abusive, or harmful activity. This action is at ZSM Recruiting's sole discretion and may be taken without prior notice.

7. **Content and Intellectual Property.**
a. Proprietary Rights.

All content and materials on the ZSM Recruiting website, including text, graphics, logos, and design elements, are the property of ZSM Recruiting LLC or its licensors and are protected by copyright, trademark, and other intellectual property laws. You may not

reproduce, distribute, modify, or publicly display any part of the website without prior written permission from ZSM Recruiting.

You may view and access the content for your personal or internal business use in connection with exploring ZSM Recruiting's services. Use of the content for any other purpose, including commercial use or distribution to third parties, is strictly prohibited.

ZSM Recruiting may include links to third-party websites for convenience. We are not responsible for the content, privacy policies, or practices of those external sites.

b. Submitted Information.

By submitting a resume or contact information through the website, you grant ZSM Recruiting permission to review and use that information in connection with our recruiting services. Your personal information will be handled in accordance with our Privacy Policy.

8. **Use of Website Content.** All content on the ZSM Recruiting website—including text, design, graphics, logos, and branding—is protected by copyright, trademark, and other applicable laws. This content is the property of ZSM Recruiting LLC or its licensors.

You may not copy, reproduce, modify, publish, upload, transmit, distribute, or use any content from the website for commercial purposes without prior written permission. Downloading or viewing content does not grant you any ownership rights.

Use of ZSM Recruiting's content on other websites, in printed materials, or in any networked computer environment is strictly prohibited unless authorized in writing.

9. **Copyright Policy.** ZSM Recruiting respects the intellectual property rights of others and expects users of this website to do the same. Submitting or posting content that infringes on another party's copyright or intellectual property rights is strictly prohibited.

If you believe that material on this website infringes your copyright or other intellectual property rights, you may notify us by sending a written notice to the address below. Your notice must include:

- A description of the copyrighted work or intellectual property you believe has been infringed
- A description of the material you believe is infringing and where it is located on the site
- Your contact information (name, mailing address, phone number, and email)
- A statement that you have a good faith belief the use is unauthorized
- A statement that the information in your notice is accurate and, under penalty of perjury, that you are authorized to act on behalf of the rights holder
- Your signature

Please send all copyright-related notices to:

ZSM Recruiting LLC
12645 Memorial Drive, Suite F-1 #184
Houston, TX 77024

ZSM Recruiting will review and respond to all valid claims in accordance with applicable copyright law.

10. **Disclaimer Regarding Submitted Content.** ZSM Recruiting is not responsible for the accuracy, completeness, or legality of any information submitted through the website by users, including resumes or other materials. Users are solely responsible for the content they provide.

While ZSM Recruiting may review submissions, we are not obligated to monitor or verify the accuracy or authenticity of the information provided. ZSM Recruiting disclaims all liability for any content submitted by users, including any claims related to intellectual property, privacy, or the accuracy of user-provided information.

11. **Repeat Violations.** ZSM Recruiting reserves the right to block or restrict access to the website if, in its sole discretion, it determines that you have repeatedly violated these Terms of Service.

If we receive a valid notice alleging that content you've submitted infringes on someone's rights, or if your behavior violates these Terms, we may issue a warning. Continued violations may result in restricted access without further notice.

ZSM Recruiting may also restrict access if required by law or court order, or under other circumstances deemed necessary.

12. **Limitation of Liability.** ZSM Recruiting provides this website and its content on an "as is" and "as available" basis, without warranties of any kind, express or implied. While we strive to ensure the accuracy and reliability of the information presented, we make no guarantees regarding the completeness, correctness, timeliness, or usefulness of the content.

To the fullest extent permitted by law, ZSM Recruiting and its owners, affiliates, employees, contractors, and agents shall not be liable for any damages arising out of or related to your use of, or inability to use, the website. This includes, but is not limited to, any direct, indirect, incidental, consequential, special, or punitive damages, even if we have been advised of the possibility of such damages.

ZSM Recruiting does not guarantee employment placement, hiring outcomes, or candidate performance through use of this website. Any replacement guarantees or service-related terms are governed solely by a separate written agreement between ZSM Recruiting and its clients. Nothing on this website creates or implies a guarantee of results.

If any portion of this limitation is found unenforceable, ZSM Recruiting's total liability for any claim arising out of or relating to the use of the website shall not exceed $500.

13. **Indemnity by You.** You agree to indemnify and hold harmless ZSM Recruiting, its owners, employees, contractors, and agents from any claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or related to:

- your use of this website in a manner that violates these Terms of Service, or
- your misuse of any information, content, or services provided through the website.

This indemnification does not apply to any activity or issue caused by ZSM Recruiting.

14. **Attorney Fees.** If ZSM Recruiting is required to take legal action to enforce these Terms of Service and is successful in doing so, you agree to reimburse reasonable attorneys' fees and costs incurred in connection with that action.

14. **Parental or Guardian Permission.** The Websites are intended for use by adults. If you are under the age of 17, you may only use the Websites with the involvement and supervision of a parent or legal guardian.

16. **Privacy.** Use of the Websites and/or the Service is also governed by our Privacy Policy, located at Privacy Policy.

17. **Governing Law and Dispute Resolution.** These Terms of Service and any disputes arising from your use of the website shall be governed by the laws of the State of Texas, without regard to conflict of law principles.

You agree that any legal action related to these Terms or your use of the website shall be brought exclusively in the state or federal courts located in Houston, Texas.

If any part of these Terms is found to be unenforceable, that part will be severed, and the remaining provisions will continue in full force and effect.

18. **Arbitration and No Class Action Agreement.** By using this website and its services, you agree that any dispute or claim arising from your use of the website or services will be resolved individually through binding arbitration, rather than in court.

This arbitration will be conducted under the rules of the American Arbitration Association, before a single arbitrator agreed upon by both parties or appointed by the AAA if no agreement is reached.

The arbitration will take place in Houston, Texas. The costs of arbitration will be shared equally between you and ZSM Recruiting.

You also agree to waive any right to participate in a class action or representative lawsuit related to the website or services.

Any court action to enforce an arbitration award or seek injunctive relief must be brought

exclusively in courts located in Houston, Texas.

19. **No Third Party Beneficiaries.** You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

20. **Availability Outside the U.S.** If you access ZSM Recruiting from outside the United States, you do so at your own risk and are responsible for complying with the laws of your jurisdiction. By using the website from outside the U.S., you acknowledge and consent that your personal information may be collected, stored, and processed in the United States or other locations selected by ZSM Recruiting, in accordance with this Agreement and our Privacy Policy.

21. **Entire Agreement.** This Agreement contains the entire agreement between you and ZSM Recruiting regarding the use of the Websites and/or the Service.

22. **Severability and Waiver.** If any part of this Agreement is found to be invalid or unenforceable by a court, the rest of the Agreement will still apply.

If ZSM Recruiting doesn't enforce a term of this Agreement right away, that doesn't mean we waive the right to enforce it later.

23. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

Please contact us with any questions regarding this agreement.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.