

## **IKIGAI CONNECTIONS LLC TERMS OF USE**

### **OVERVIEW**

#### **BINDING AGREEMENT**

These terms and conditions constitute a binding agreement between you and Ikigai Connections (“we” or “us”) and shall govern any use of the Licensed Materials, including during any initial period (free or paid) or Subscription Period. By accessing or using Licensed Materials, you signify your assent to these Terms. If you do not accept the terms set forth below, do not use IkigaiConnections.com, NihongoJobs.com, or any Licensed Materials. We reserve the right, at our discretion, to change, modify, add or remove portions of these Terms and Conditions at any time. Your continued use of Licensed Materials will mean you accept those changes. These Terms and Conditions are effective as of August 29, 2018.

#### **CERTAIN DEFINITIONS**

The following definitions apply to this Agreement.

“IkigaiConnections.com” or the “Site” means any website under our control (such as nihongojobs.com), whether partial or otherwise and includes such Site’s Content, text, graphics, Design, programming, and our Materials and Services.

“Content” includes all text, graphics, Design, and programming used on the Sites.

“Customer” includes any user who purchases a service or digital product.

“Design” includes the combination of any colors and the page layout of the Sites.

“Document” refers to any posting on the Site, whether job or resume.

“Employer” means a person or entity that is accessing a Site to post a job or utilizing the Services for any reason related to the purpose of seeking candidates for employment.

“Employer Materials” includes brochures, emails, sample job postings, website content, career fair material, audio, videos, photographs, logos, trademarks, domain names, documents or other materials provided by the Employer, if any, for use in connection with the Services.

“Job Seeker” means a user who is accessing a Site to search for a job or in any other capacity except as an employer.

“Licensed Materials” refers to any information, Content, Document, Employer Materials, and/or data that is provide by Ikigai Connections to you in either print or digital formats.

“Services” means any services provided by Ikigai Connections or its agents described herein.

### **PERMITTED USES AND REGULATIONS**

#### **PERMITTED USES**

IkigaiConnections.com is intended for individuals seeking employment and for employers or recruiters seeking candidates for employment. You may use IkigaiConnections.com only for lawful purposes within the stated context of our intended and acceptable use of IkigaiConnections.com. Ikigai Connections is the sole interpreter of the Site’s intended and acceptable use.

#### **LICENSE TO USE BY JOB SEEKERS**

Ikigai Connections hereby grants you a limited, terminable, non-exclusive right to access and use the Sites and Services only for your personal use in seeking employment opportunities for yourself. You agree to not sell or modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the Content in any way for any public or commercial use. You agree

that you are solely responsible for the content of any Document you post to a Site and any consequences arising from such posting. You shall ensure that you do not permit access to any other individuals or entities to Licensed Materials. Your right to use the Licensed Material is not transferrable. Any password or right given to you to obtain information is not transferable. The use of our Content on any other application, website, or in a networked computer environment for any purpose is prohibited. Your use of the Sites and Services is a privilege. Ikigai Connections reserves the right to suspend or terminate that privilege for any reason, at any time, in its sole discretion.

### **TERMINATION OR CANCELATION OF LICENSE TO JOB SEEKERS**

You understand and acknowledge that you have no ownership rights in your Account and that if you cancel your Ikigai Connections account or your Account is terminated, all your Account information from us, including job alerts, profiles, and saved jobs will be marked as deleted in and may be deleted from our database. We reserve the right to delete your Account and all of your information after a significant duration of inactivity or as deemed necessary by us for any reason.

### **LICENSE TO USE BY EMPLOYERS**

Ikigai Connections hereby grants you a limited, terminable, non-exclusive right to access and use the Sites and Services only for your internal business use seeking candidates for employment. This authorizes you to view and use Licensed Materials solely for your internal business use directly related to searching for and recruiting job prospects. You may not sell, transfer or assign any of the Services or your rights to any of the Services provided by Ikigai Connections to any third party without the express written authorization of Ikigai Connections. You agree that you are solely responsible for the content of any Document you post to a Site and any consequences arising from such posting. We reserve the right to suspend or terminate your access and use at any time if we determine that you are in breach of these Terms and Conditions.

### **JOB ADS**

Ikigai Connections will permit Customer to post jobs ads (i) with a maximum job ad duration specified in the Order, and (ii) to either a specified fixed location set forth in the Order or to any U.S. location, on the Ikigai Connections website ("Site") in accordance with the terms of the Order and the Site's terms of use. Each posted job ad will be active for up to the job ad duration set forth in the Order. Each job ad may include only one job description in one location. Customer acknowledges that job ads on the Site may also appear in search engines.

### **EMPLOYER MATERIALS**

Employer represents, warrants, and covenants that any Employer Materials provided by Employer for use in connection with Services will not violate any laws or regulations or third-party proprietary rights, including, without limitation, copyright, trademark, obscenity, rights of publicity or privacy, and defamation laws. Employer hereby grants Ikigai Connections a non-exclusive, worldwide, royalty-free license to use the Employer Materials and to hyperlink to Employer's website in connection with the Services.

### **AN EMPLOYER MAY NOT USE A JOB POSTING TO:**

- Post jobs in a manner that does not comply with the applicable local, national and international laws and regulations, including but not limited to law relating to labor and

employment, equal employment opportunity and employment eligibility requirements, data privacy, data access and use, and intellectual property;

- Sell, promote or advertise products or services;
- Post jobs or other advertisements for competitors of Ikigai Connections or post jobs or other content that contains links to any site competitive with Ikigai Connections;
- Promote any opportunity that does not represent bona fide employment which is generally indicated by the employer's use of IRS forms W-2 or 1099.

## **RIGHT OF REMOVAL**

Ikigai Connections reserves the right to remove any job posting or content from our Site, which in the exercise of our discretion, does not comply with the above Terms, or if any content is posted that we believe is not in the best interest of Ikigai Connections.

## **TERMINATION OR CANCELLATION OF LICENSE TO EMPLOYERS**

You understand and acknowledge that if you cancel your employer Account or your employer Account is terminated, all your Account information from Ikigai Connections, including saved job ads, will be marked as deleted and may be deleted from our database.

## **USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

If, at our request, you send certain specific submissions (for example blog posts) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Use.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## **REGULATIONS REGARDING SITE USAGE**

You represent, warrant and agree what you (a) are at least 13 years of age or older, and if under the age of 18 or the age of majority as that is defined in your jurisdiction, you will only use the Sites and Services under the supervision of a parent, legal guardian, or responsible adult; and (b) will not use (or plan, encourage or help others use) the Sites for any purpose or in any manner that is prohibited by these Terms of Use or by applicable law. It is your responsibility to ensure that your use of the Sites complies with these Terms of Use and all applicable laws.

## **INTELLECTUAL PROPERTY RIGHTS**

Ikigai Connections shall own all rights, title, and interest in and to the Licensed Materials and the Sites. You shall not permit other users or anyone else to reproduce, copy, distribute, publish, transmit, broadcast, sell, license, or otherwise access or use all or any part of the Licensed Materials or any information contained therein without the prior express written consent of Ikigai Connections. Each party shall use its best efforts to safeguard the intellectual property, confidential information, and proprietary rights of the other party. All Ikigai Connections brands and trademarks (whether registered or unregistered) and graphics, logos, designs, page headers and button icons are subject to the intellectual property rights of Ikigai Connections and neither they nor any confusingly similar versions may be used by you including, but not limited to, as part of any trademarks and/or domain names without our prior written consent.

All Ikigai Connections Content is the property of Ikigai Connections or its licensors. The compilation (meaning the collection, arrangement and assembly) of all content on the Sites is the exclusive property of Ikigai Connections and is protected by copyright, trademark, and other laws. Unauthorized use of the Content may violate these laws and/or applicable communications regulations and statutes, and is strictly prohibited. You must preserve all copyright, trademark, service mark and other proprietary notices contained in the original Content on any authorized copy you make of the Content.

You agree not to sell or modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use of Content on any other application, website or in a networked computer environment for any purpose is prohibited.

## **LIMITATIONS ON IKIGAI CONNECTIONS' LIABILITY AND WARRANTY DISCLAIMERS**

### **LIMITED WARRANTY**

Ikigai Connections warrants that Ikigai Connections will perform Services in a professional manner in accordance with prevailing industry standards. Except for the foregoing, Ikigai Connections makes no warranties, express or implied, including the warranties of merchantability, fitness for a particular purpose, or non-infringement with respect to its services or the Sites, or the functionality, performance, or results of use of its services or the Sites.

### **LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary contained in this Agreement (including the order), but without in any way limiting Customer's payment obligations under this Agreement, (a) no party will be liable to any other party (nor to any person claiming rights derived from the other party's rights) for incidental, indirect, consequential, special, punitive or exemplary damages of any kind - including lost revenues or profits, loss of business or loss of data - arising out of or in connection with this Agreement or the services provided hereunder (including without limitation as a result of any breach of any warranty or other term of this Agreement), regardless of whether the party liable or allegedly liable was advised, had other reason to know, or in fact knew of the possibility thereof, and (b) each party's maximum liability arising out of or in connection with this Agreement, any product, the services provided hereunder or any Site, regardless of the cause of action (whether in contract, tort, breach of warranty or otherwise), will not exceed the amount paid or payable by Customer to Ikigai Connections during the term hereof.

### **ALLOCATION OF RESPONSIBILITY**

Ikigai Connections assumes no responsibility for Documents posted by users and no responsibility for the activities, omissions or other conduct of users. We act as a portal for the online distribution and publication of user-submitted information and have no obligation to screen communications or information in advance, and are not responsible for screening and monitoring Documents posted by users. If notified by a user of a Document which allegedly does not conform to these Terms of Use, we may investigate the allegation and determine in our sole discretion whether to remove or request the removal of such Document. We have no liability or responsibility to users for performance or nonperformance of such activities. We may take any action with respect to user submitted information that we deem necessary or appropriate, in our sole discretion.

#### **NO ENDORSEMENTS BY IKIGAI CONNECTIONS**

Nothing on the Sites shall be considered an endorsement, representation or warranty with respect to any user or third party, whether in regards to its website, products, services, hiring, experience, employment, or recruiting practices, or otherwise.

#### **THE SITES ARE PROVIDED ON AN “AS IS” BASIS**

Except as expressly provided herein, the licensed materials are provided to you on an “as is”, “as available” basis, and Ikigai Connections and any third-party supplier of licensed materials (if applicable) make no warrant or representation of any kind, either express or implied. We do not warrant the accuracy, completeness, performance, currency, omissions, merchantability or fitness for a particular purpose of the licensed materials or the information they contain. Ikigai Connections and any third-party supplier (if applicable) do not warrant that the licensed materials are error-free in content.

#### **WITHOUT LIMITATION ON THE FOREGOING**

Ikigai Connections makes no representations or guarantees regarding the truthfulness, accuracy, legality, completeness, timeliness or reliability of any documents posted by users or of any other form of communication engaged in by users. Documents, and licensed materials may contain inaccuracies or typographical errors. You agree that any reliance on documents and materials posted by users or on any other form of communication with users, will be at your own risk.

Ikigai Connections makes no representations or guarantees regarding the content of the sites, including, but not limited to, broken links, inaccuracies or typographical errors.

Ikigai Connections makes no representations or guarantees regarding the effectiveness of the services or timeliness of the services in meeting Employer’s or Job Seeker’s employment objectives. We do not guarantee that the services will result in candidates being hired, applications being received, positions being filled, or employees being retained, and are not responsible or liable for any business, employment, hiring and/or salary decisions, for whatever reason made by you.

#### **DAMAGE LIMITATIONS, ALLOCATIONS OF LIABILITY AND EQUITABLE RELIEF**

You assume all responsibility and risk for your use of the sites, the internet generally, and the documents or employer materials that you post, provide or access and for your conduct on and off the sites.

In no event shall Ikigai Connections (or any of its officers, directors, shareholders, employees, contractors, subsidiaries, affiliates, agents or advertisers), be liable for any non-direct damages whatsoever (including, without limitation, incidental and consequential damages, lost profits, or damages resulting from lost data, lost employment opportunity, or business interruption) resulting from or arising under or in connection with services or the use or access to, or the inability to use or access, the sites and/or any document, whether based on warranty, contract, tort, or any other legal theory, and whether or not Ikigai Connections is advised of the possibility of such damages.

Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the limitations set forth in the preceding paragraph may not apply to you. Irrespective of the cause or form of action, Ikigai Connections' aggregate liability for any claims, losses, or damages arising out of any breach of this license shall in no circumstance exceed the fee paid by you to Ikigai Connections under this license in respect of the subscription period during which such claim, loss, or damage occurred. Any claim related to the site must be initiated within one (1) year of the date of the event that gave rise to the claim.

You acknowledge that the Licensed Materials are highly proprietary material in nature and that unauthorized copying, transfer or use may cause Ikigai Connections irreparable injury that cannot be adequately compensated for by means of monetary damages. You agree that any breach of this agreement by you may be enforced by Ikigai Connections by means of equitable relief (including, but not limited to injunctive relief) in addition to any other available means of rights and remedies.

## **INDEMNIFICATION**

Each party (each, in such capacity, the "Indemnifying Party") shall indemnify the other party, its affiliates and their respective officers, directors, employees and agents (each, in such capacity, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any third party claims, actions or demands, including without limitation reasonable legal and accounting fees, arising or resulting from: (a) infringement or alleged infringement of any patent, copyright, trade secret or other proprietary right of any third party, arising out of or relating to (i) in the case of Ikigai Connections, the delivery of the Services and (ii) in the case of the Customer, the provision of any material to any Site by or on behalf of the Customer and (b) in the case of Ikigai Connections, gross negligence or willful misconduct arising out of or relating to the delivery of the Services and (c) in the case of the Customer, gross negligence or willful misconduct arising out of or related to use of the Services. The Indemnifying Party's obligations hereunder will only apply if the Indemnified Party notifies the Indemnifying Party promptly in writing as to any such claim, action or demand, provided, however, that the Indemnifying Party's indemnity obligations shall not cease unless the failure to so notify materially prejudices its ability to defend the claim.

## **USER AUTHENTICATION**

Because User authentication on the Internet is difficult, Ikigai Connections cannot and does not confirm that each User is who they claim to be. Because we do not and cannot be involved in user-to-user dealings or control the behavior of participants on the Sites, in the event that you have a dispute with one or more users, you release Ikigai Connections from claims, demands and damages (actual and consequential and direct and indirect) of every kind and nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

## **CALIFORNIA RESIDENTS**

If you are a California resident, you waive California Civil Code 1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

## **LINKS TO OTHER SITES**

Ikigai Connections contains links to third party websites. These links are provided solely as a convenience to the user and not as an endorsement by us of the contents of such third party websites. Ikigai Connections has not endorsed, tested or verified any information, programs, companies or products on sites to which it links. We are not responsible for the content of the linked third-party sites and do not make any representations regarding the content or accuracy of materials on such third-party sites. If you decide to access the linked third-party web sites, you do so at your own risk.

## **AMENDMENTS TO THIS AGREEMENT AND CHANGES TO SITES**

Ikigai Connections may revise these Terms and Conditions at any time by updating this page. Changes will be binding on you on the date they are posted on the Sites (or as otherwise stated in any notice of such changes). Any use of a Site will be considered acceptance by you of the then-current Terms of Use (including any exhibits thereto) contained on such Site. If at any time you find the Terms of Use unacceptable, you may not use the applicable Site any longer. Ikigai Connections may change the Sites at any time.

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

## **USER INFORMATION AND PRIVACY POLICY**

### **ACCOUNT CONFIDENTIALITY**

You are responsible for maintaining the confidentiality of your account, Profile and passwords, as applicable (collectively, your “Account”). You may not share your password or other account access information with any other party, temporarily or permanently, and you shall be responsible for all users who access your Ikigai Connections account. You agree to immediately notify us of any unauthorized use of your account, profile, or passwords.

### **ACCURACY OF INFORMATION**

When you register for an account on Ikigai Connections you will be asked to create an account and provide us with certain information, including but not limited to, a valid email address and contact information (“User Information”). By accepting these Terms and Conditions you warrant the accuracy of the information provided. You acknowledge and agree that you have no ownership rights in your Account.

You acknowledge and agree that you are solely responsible for the form, content and accuracy of any material contained therein placed by you, or any individual who has accessed your account, on the Ikigai Connections Sites.

## **PRIVACY POLICY**

All User Information will be used in accordance with the terms of Ikigai Connections' [Privacy Policy](#). Please note, as set forth in the Privacy Policy, we may collect certain User Information and may contact users periodically in accordance with the terms of the Privacy Policy. In addition, we reserve the right to comply, in our sole discretion, with legal requirements, request from law enforcement agencies or requests from government entities, even to the extent that such compliance may require disclosure of certain User Information.

## **GENERAL**

Ikigai Connections makes no claims or representations that the Content may be lawfully viewed or accessed outside of the United States. Accessing our Content may not be legal by certain persons or in certain countries. If you access any Site you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. You may not use the Site in violation of United States export laws and regulations.

These Terms are governed by the internal substantive law of the State of Michigan, without respect to its conflict of laws principles. Jurisdiction for any claims arising under this agreement shall lie exclusively with the state or federal courts within the State of Michigan. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of all or part of a provision shall not affect the validity of the remaining parts and provisions of this agreement. All provisions of this Agreement shall survive termination except those granting access or use to the Sites, and you shall cease all your use and access thereof immediately.

No waiver of any term in this Agreement shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided by Ikigai Connections in a particular "legal notice," or material on particular webpages of the Sites, this Agreement constitutes the entire agreement between you and Ikigai Connections.

## **MISCELLANEOUS**

Customer agrees with respect to its use of the Services to comply with all applicable local, national and international laws, regulations and executive orders, including but not limited to those relating to labor and employment (including but not limited to anti-discrimination, affirmative action and the U.S. Equal Employment Opportunity Commission's Uniform Guidelines on Employee Selection Procedures), data privacy, data access and use, and intellectual property.

Each party to this Agreement shall be acting as an independent contractor, and nothing herein shall be construed to create a partnership, joint venture or any type of agency relationship between Ikigai Connections and Customer or any of Customer's employees or agents.

This Agreement, which may be executed in counterparts, contains the entire understanding of the parties with respect to the transactions and matters contemplated hereby, supersedes all previous communications, understandings and agreements (whether oral or written), as well as any purchase orders not supplied by Ikigai Connections that have been or may from time to time be submitted by Customer, and cannot be amended or waived except by a writing signed by all of the parties.

No party has relied on any representation or warranty of any other party not expressly set forth in this Agreement. No failure or delay on the part of any party in exercising any right or remedy provided in this Agreement shall operate as a waiver thereof; nor shall any single or partial

exercise of or failure to exercise any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy under this Agreement. Each party's performance under this Agreement is subject to force majeure.

All notices given hereunder shall be given by first class mail, return receipt requested or overnight courier, to the respective addresses set forth herein, and shall be deemed given upon actual delivery thereof.

**CONTACT INFORMATION**

Questions about the Terms of Use should be sent [here](#) or by mail using the details provided below:

Ikigai Connections LLC  
55 Pond St. #96  
Ortonville, MI 48462  
United States