

Terms and Conditions

Last updated: October 9, 2018

1. Introduction:

Please read these Terms and Conditions (“Terms”) carefully before using the www.marcopolosjobs.com website and all subdomains thereof (the “Service”) operated by Marco Polo Solutions, LLC (“Marco Polo”, “us”, “we”, or “our”).

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service. The Terms form a binding legal agreement between you and Marco Polo in relation to your use of the Services.

2. Scope of Services:

Marco Polo is an online job board exclusively for retail marketing employees and employers focused on providing a seamless job-search platform designed to take the place of traditional non-tailored job search websites.

Marco Polo’s services through www.marcopolojobs.com serve to facilitate connections between retail marketing companies and potential employees and/or contractors. Company users are able to view experience, general location, availability, and contact information for potential staff. Registered prospective staff are able to display their areas of experience, availability, contact information, and general location in order to be contacted about assignments.

3. General Information Regarding These Terms:

BY CLICKING “YES” IN ACCEPTANCE OF THE TERMS HEREIN OR OTHERWISE ACCESSING OR USING ANY OF THE SERVICES (INCLUDING THE LICENSES AND PUBLIC DOMAIN TOOLS), YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE TERMS. By clicking “YES” or otherwise accessing or using any Services you also represent that you have the legal authority to accept the Terms on behalf of yourself and any party you represent in connection with your use of any Services. If you do not agree to the Terms, you are not authorized to use any Services. If you are an individual who is entering into these Terms on behalf of an entity, you represent and warrant that you have the power to bind that entity, and you hereby agree on that entity’s behalf to be bound by these Terms, with the terms “you,” and “your” applying to you, that entity, and other users accessing the Services on behalf of that entity.

4. Changes to the Terms:

From time to time, Marco Polo may change, remove, or add to the Terms (including the Privacy Policy), and reserves the right to do so in its discretion. When we make material changes to these Terms, we'll provide you with prominent notice as appropriate under the circumstances. Your continued use of the Services after any such change constitutes your acceptance of the revised Terms. If you do not agree to any of these Terms, do not use or access (or continue to access), the Services. This Agreement applies to all persons and entities who visit any of our websites and/or use or access any of the Services.

5. No Legal Advice:

Marco Polo is not a law firm, does not provide legal advice, and is not a substitute for a law firm. Sending us an email or using any of the Services, including licenses, public domain tools, and choosers, does not constitute legal advice or create an attorney-client relationship.

6. Content Supplied by you:

You represent, warrant, and agree that no Content posted or otherwise shared by you on or through any of the Services ("Your Content"), violates or infringes upon the rights of any third party, including copyright, trademark, privacy, publicity, or other personal or proprietary rights, breaches or conflicts with any obligation, such as a confidentiality obligation, or contains libelous, defamatory, or otherwise unlawful material. We may, but are not obligated to, review Your Content and may delete or remove Your Content (without notice) from any of the Services in our sole discretion. Removal of any of Your Content from the Services (by you or us) does not impact any rights you granted in Your Content under the terms of a Marco Polo license.

7. Intellectual Property:

All copyright, trademarks, design rights, patents, and other intellectual property rights (registered and unregistered) in and on www.marcopolojobs.com and all subdomains thereof and Marco Polo content belong to us and/or third parties (which may include you or other users). Marco Polo reserves all of its rights in our content and online services. Nothing in the Terms grants you a right or license to use any trademark, design right, or copyright owned or controlled by us or any other third party except as express authorization from Marco Polo.

8. Privacy Policy:

Marco Polo is committed to responsibly handling the information and data we collect through our Services in compliance with our Privacy Policy, which is incorporated by reference into these Terms. Please review the **Privacy Policy** so you are aware of how we collect and use your personal information.

9. Customer Support:

For customer support with account-related and payment-related questions (“Inquiries”), please contact us using the information on the Contact Us section of our website. We will respond within a reasonable time frame but we make no guarantees or warranties of any kind that Inquiries will be responded to within any particular time frame and/or that we will be able to satisfactorily answer such Inquiries.

10. Prohibited conduct:

You agree not to engage in any of the following activities:

Violating laws and rights: You may not (a) use any Service for any illegal purpose or in violation of any local, state, national, or international laws, (b) violate or encourage others to violate any right of or obligation to a third party, including by infringing, misappropriating, or violating intellectual property, confidentiality, or privacy rights.

Solicitation: You may not use the Services or any information provided through the Services for the transmission of advertising or promotional materials, including junk mail, spam, chain letters, pyramid schemes, or any other form of unsolicited or unwelcome solicitation.

Disruption: You may not use the Services in any manner that could disable, overburden, damage, or impair the Services, or interfere with any other party’s use and enjoyment of the Services; including by (a) uploading or otherwise disseminating any virus, adware, spyware, worm or other malicious code, or (b) interfering with or disrupting any network, equipment, or server connected to or used to provide any of the Services, or violating any regulation, policy, or procedure of any network, equipment, or server.

Harming others: You may not post or transmit Content on or through the Services that is harmful, offensive, obscene, abusive, invasive of privacy, defamatory, hateful or otherwise discriminatory, false or misleading, or incites an illegal act. You may not intimidate or harass another through the Services; and, you may not post or transmit any personally identifiable information about persons under 18 years of age on or through the Services.

Impersonation or unauthorized access: You may not impersonate another person or entity, or misrepresent your affiliation with a person or entity when using the Services. You may not use or attempt to use another’s account or personal information without express written authorization of Marco Polo. You may not attempt to gain unauthorized access to the Services, or the computer systems or networks connected to the Services, through hacking, password mining, or any other means.

11. Payments and Subscriptions:

Subscription Plans will automatically renew for recurring periods depending on the duration of your selected Subscription Plan (e.g., every 30 days, 3 months, 6 months, annual or other period), unless you notify Marco Polo 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 Marco Polo website or in accordance with Section 12 below. At the time of automatic renewal, if you have provided a credit or debit card, the applicable subscription or other fees will be charged to the debit or credit card provided and/or associated with your account, or you will be invoiced for payment.

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 the number listed in the Contact Us section of our website. 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 Marco Polo.

12. Cancellations:

You may cancel your subscription to paid services at any time and you accept that you will not receive a refund of pre-paid fees for such cancellation. In the event that Marco Polo 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 Marco Polo, 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 Marco Polo the entire fees due for the subscription, product or service, as applicable.

13. Term and termination:

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

14. Warranty and disclaimer:

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MARCO POLO 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,

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, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MARCO POLO, ITS EMPLOYEES, OR AGENTS, OR THROUGH THE SERVICES, WILL CREATE ANY WARRANTY, 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.

MARCO POLO 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 MARCO POLO 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.

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

15. Limitation of liability:

(A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, IN NO EVENT SHALL MARCO POLO, 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) DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR LOSSES; (II), LOSS OF PROFITS, GOODWILL, USE, DATA THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SERVICES. UNDER NO CIRCUMSTANCES WILL WE 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, MARCO POLO 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 MARCO POLO, 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 MARCO POLO IN THE 3 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM OR USD \$600.00, 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 MARCO POLO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

16. 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.

17. Entire Agreement:

This Agreement, together with any amendments and any additional agreements you may enter into with Marco Polo in connection with the Services, shall constitute the entire agreement and understanding between you and Marco Polo 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 Marco Polo, which is not set out in this Agreement or any document expressly referred to herein.

18. Severability and waiver:

Unless as otherwise stated therein, should any provision of these Terms be held invalid or unenforceable for any reason or to any extent, such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Terms, and the application of that provision shall be enforced to the extent permitted by law.

19. Assignment:

Marco Polo may assign the Agreements or any part of them, and Marco Polo may delegate any of its obligations under the Agreements. You may not assign the Agreements or an party of them, nor transfer or sub-license your rights under the Agreements, to any third party.

20. Indemnifications:

To the extent permitted by applicable law, you agree to indemnify, hold harmless, and defend Marco Polo, and their officers, shareholders, directors, employees, agents, members, assigns, successors, and other affiliates from and against any and all damages, losses, obligations, deficiencies, liabilities, claims, demands, encumbrances, penalties, costs, and expenses, including reasonable attorneys' and paralegal fees (collectively hereinafter referred to as "Loss" or "Losses"), arising from or related to the use of our Services.

21. Choice of law, mandatory arbitration and venue:

All claims arising out of or relating to this Agreement, including its termination, shall be resolved by binding arbitration in Greenville County, South Carolina and enforceable in a court of competent jurisdiction. The dispute will be arbitrated in accordance with the rules of the American Arbitration Association and its Arbitration Rules and Mediation Procedures. Any award made by such panel shall be final, binding, and conclusive on the parties for all purposes, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party shall be responsible for their portion of all fees and expenses relating to arbitration, including legal fees and expenses. However, if any party prevails on a statutory claim which affords the prevailing party attorneys, fees, the arbitrator may award reasonable fees and costs to the prevailing party, under the standards for an award of fees provided by law. The parties agree to file a demand for arbitration within the time limit established by the applicable statute of limitations for the asserted claims or within one year of the conduct that forms the basis of the claim if no statutory limitation is applicable. This pre-dispute resolution agreement will cover all matters directly, or indirectly, related to the Employee's recruitment, employment or termination.

Notwithstanding the foregoing, this Agreement does not prevent either party from seeking provision injunctive relief pursuant to the laws of South Carolina. The parties agree that this arbitration provision shall constitute the exclusive remedy available to either party and both parties waive any right it may have to seek redress in any other forums, except as otherwise expressly provided in this Agreement.

22. Contact us:

If you have any questions about Marco Polo or our service, please contact us by visiting the Contact Us section of our website.

Privacy Policy

1. Introduction:

Thank you for choosing Marco Polo. By signing up or otherwise using our Service, websites, and software applications, or accessing any content or material that is made available by us through the Service, you are entering into a binding contract with Marco Polo. Your privacy is important to us and maintaining your trust is our priority. We respect your privacy and are committed to protecting it through our compliance with this Privacy Policy.

This site is strongly committed to maintaining the privacy of your personal information and the security of our computer systems. With respect to the collection, use and disclosure of personal information, the system makes every effort to ensure compliance with applicable Federal law, including, but not limited to, the Privacy Act of 1974, the Paperwork Reduction Act of 1995, and the Freedom of Information Act.

For security purposes and to ensure that this service remains available to all users, our website also employs software programs to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage.

Unauthorized attempts to upload information or change information on this service are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and the National Information Infrastructure Protection Act of 1996.

2. About this Policy:

As a general rule, the system does not collect personally identifying information about you when you visit our site, unless you choose to provide such information to us. The information we receive depends upon what provided web forms you fill out when visiting our site.

3. Your rights:

You have rights with respect to your personal data, subject to any exemptions provided by the law, including the rights to:

- Request access to your personal data;
- Request correction or deletion of your personal data;
- Object to our use and processing of your personal data;
- Request that we limit our use and processing of your personal data; and
- Request portability of your personal data.

You can usually access, correct, or delete your personal data using your account settings and tools that we offer, but if you aren't able to do that please contact us on the Contact Us section of our website.

4. How we collect personal data:

We only collect information about you if you provide it to us. This includes:

- **Basic Account Information:** We ask for basic information from you in order to set up your account.
- **Public Profile Information:** If you have an account with us, we collect the information that you provide for your public profile.

5. Keeping your personal data safe:

We are committed to protecting our users' personal data. We implement appropriate technical and organizational measures to help protect the security of your personal data; however please note that no system is ever completely secure. Your password protects your account, so we encourage you to use a unique and strong password, limit access to your computer and browser, and log out after having used the Service.

6. Minors and Children:

Our Services are not intended for use by persons under the age of 18 years. Marco Polo complies with all federal and state regulations and does not knowingly collect or solicit Personal Data from anyone under the age of 13 or knowingly allow such persons to register to use our Website. In the event that we learn that we have collected Personal Data of a child under the age of 13, we will delete that data to the extent required by applicable law as quickly as possible.

7. Changes to this Privacy Policy:

We reserve the right to change this Privacy Policy at any time. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof and shall apply to business terms only, which may be given by means including, but not limited to, issuing an email to the email address listed by registered users and/or by posting a notice and the revised Privacy Policy on the Website. You acknowledge that it is your responsibility to maintain a valid email address as a registered user, and to review the Website and this Privacy Policy periodically in order to be aware of any modifications. If you object to any changes to the revised Privacy Policy, you can stop using our services and close your account with us. However, if you continue to use our services (including the Website) after we publish a new or updated Privacy Policy, you acknowledge that such continued use means that the treatment of your Personal Data will be subject to the new or updated Privacy Policy.

8. Contact us:

If you have any questions about Marco Polo or our service, please contact us by visiting the Contact Us section of our website.

9. Performance Cookies:

We use performance cookies in gathering data to continue to improve this site. These cookies allow us to count visits, traffic sources and experiment with different content so we can measure and improve the different content of our site. We use Hubspot and Google analytics to provide this service. This does not enable us to identify individuals but provides aggregated statistics. If you make these cookies inactive, your visit will not be included in our statistics. If you have “Do Not Track” switched on your browser, we respect this request and turn off these cookies automatically, unless you opt back in for this site only.