



## Terms of Service

By using the catsone.com web site ("Service"), a service of CATS Software, Inc. ("CATS"), you are agreeing to be bound by the following terms and conditions ("Terms of Service").

CATS Software, Inc. reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes.

### Account Terms

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1. When signing up for an account, you must provide your legal full name, full company name (if applicable), a valid e-mail address, and any other information requested in order to complete the signup process. When signing up for a paid account, or upgrading a free account to a paid account, you must provide your legal full name, full company name (if applicable), a valid e-mail address, your correct billing information, and any other information requested in order to complete the signup or upgrade process.
2. Accounts registered by "bots" or other automated methods are not permitted.
3. An individual user login may only be used by one person - a single user login shared by multiple people is not permitted. You must have a user license ("seat") and an individual user login for each person using the system.
4. You are responsible for maintaining the security of your account and password. CATS Software, Inc. cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
5. Company names displayed on all non-internal publicly rendered web pages (such as your career portal or published lists) visible to the general public must be of your own company or an owned and operated sub-division of your company. A job board is defined as charging third parties for the sole purpose of publicizing jobs to the publicly rendered web pages provided by the Service. It is not permissible to operate the Service as a job board.
6. You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others who are sharing your pages).
7. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction.
8. You must be 13 years or older to use this Service.
9. All copyright and "powered by" notices, images and texts ("notices") in rendered pages and outgoing emails must be present. The location of the notice on the page may be altered so long as the notice remains clearly visible. For more information about why this is required, please see [Copyright and "Powered By" Notices, Images and Texts](#).



Violation of any of these agreements will result in the termination of your Account.

## **Payment, Refunds, Upgrading and Downgrading Terms**

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1. The Service is billed in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months of service, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made.
2. You must notify CATS Software, Inc. of any change to your billing information before the next billing cycle.
3. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes.
4. For any upgrade or downgrade in plan level, your credit card that you provided will automatically be charged the new rate on your next billing cycle.

## **Cancellation and Termination**

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1. You may cancel your account at any time via [e-mail](#).
2. Once an account is canceled, CATS Software, Inc. reserves the right to delete any associated data at any time.
3. If you cancel the Service before the end of your current paid month, your cancellation will take effect immediately and your credit card will not be charged again; however, no refund or prorata will be issued.
4. CATS Software, Inc., in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other CATS Software, Inc. service, for any reason at any time. CATS Software, Inc. reserves the right to refuse service to anyone for any reason at any time.

## **Modifications to the Service and Prices**

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1. Prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 days notice from CATS Software, Inc.. Such notice may be provided at any time by posting the changes to [www.catsone.com](http://www.catsone.com) or via [e-mail](#).
2. CATS Software, Inc. reserves the right at any time and from time to time to modify the Service (or any part thereof) with or without notice.
3. CATS Software, Inc. shall not be liable to you or to any third party for any modification, price change, suspension, or discontinuance of the Service.



## General Conditions

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1. Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis.
2. You must not modify, adapt, or hack the Service or modify another website so as to falsely imply that it is associated with the Service, CATS Software, Inc., or any other CATS Software, Inc. service.
3. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by CATS Software, Inc..
4. We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, or otherwise objectionable or violates these Terms of Service.
5. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any CATS Software, Inc. customer, employee, or agent will result in immediate account termination.
6. You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
7. You must not post or transmit unsolicited e-mail or "spam" messages using the Service.
8. You must not post or transmit any worms, viruses, or any program of a destructive nature using the Service.
9. CATS Software, Inc. does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, or (v) any errors in the Service will be corrected.
10. You expressly understand and agree that CATS Software, Inc. shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if CATS Software, Inc. has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) termination of your account; or (vi) any other matter relating to the service.
11. The failure of CATS Software, Inc. to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and



CATS Software, Inc. and govern your use of the Service, superseding any prior agreements between you and CATS Software, Inc. (including, but not limited to, any prior versions of the Terms of Service).

12. Questions about the Terms of Service should be sent to the [CATS Support Team](#).

## **WARRANTY DISCLAIMER**

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The service and all components thereof are provided and licensed to you “as is” and “as available” with all defects and without any warranties or conditions whatsoever, express or implied. You acknowledge that some of the service's components, features, and functionality may be temporarily or permanently modified, supplemented or eliminated by us in our sole discretion without notice to you. You acknowledge that our service is subject to limitations, delays, and other problems inherent in the use of the internet and regardless of the cause of loss, you assume the risk of any and all losses associated with your use of the service, including, without limitation, loss, deletion, correction, destruction, damage, or failure to capture or store your data. We do not represent, warrant, or guarantee that your data will be or remain free from loss, corruption, error, or disclosure. nor do we represent, warrant, or guarantee reliability, timeliness, quality, suitability, truth, availability, accuracy, or completeness of the service or any of its components or content. Further, we do not represent, warrant, or guarantee that you will be able to access the service or your data at any particular time or from any particular designated portal. Further, we specifically disclaim any and all express or implied warranties, including the implied warranties of merchantability, fitness for a particular purpose, noninfringement, and warranties arising out of the course of dealing or usage of trade between the parties.

## **LIMITATION OF LIABILITY**

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In no event will we be liable to anyone for any indirect, special, incidental or consequential damages (including without limitation lost profit, lost data, or business interruption), or any other damages, caused in whole or part by disclosure, failure, delay, interruption, unavailability, corruption, degradation, loss, your use, your inability to use, or the results of your use of the service or data. This limitation will apply regardless of whether such damage claim is based in contract, tort or otherwise, and whether or not you advise us of the possibility of such damages. Should the services or data prove defective, damaged, corrupt, or unusable, we will endeavor to assist you in recovery, extraction, correction, or repair; however, you (not CATS Software, Inc.) assume the entire cost of all recovery, extraction, correction, or repair.



## **INDEMNIFICATION**

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You will defend, indemnify, and hold CATS Software, Inc. and our employees, agents, and assigns harmless from and against any liability, obligation, claim, judgment, loss, cost, damage, or expense (including settlement amounts, reasonable attorney's fees, and all fees and costs) which results from: (a) your use of or inability to use the Service; (b) the loss, destruction, or corruption of your data; (c) your performance under this Agreement; (d) your breach of any term, covenant, representation or warranty contained in this Agreement; (e) the other acts or omissions (including, without limitation, reckless and/or intentional acts or omissions) committed by you or your employees, contractors, and agents.