

OWNERSHIP OF SITE; AGREEMENT TO TERMS OF USE

These Terms and Conditions of Use (the "Terms of Use") apply to the Volta Career Resource Center, being a web site located at www.voltacareercenter.com (the "Site"). The Site is the property of Volta Talent Strategies LLC ("Volta"). BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE: YOU ARE NOT AUTHORIZED TO DO SO.

Volta reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, Volta grants you a personal, non-exclusive, non-transferable, time-limited privilege to enter and use the Site.

Content

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Site is owned, controlled or licensed by or to Volta and is protected by trade dress, copyright, patent and trademark laws and various other intellectual property rights and other laws.

Except as expressly provided in these Terms of Use, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, web site or other medium for publication or distribution or for any commercial enterprise, without Volta's express prior written consent.

You may use information specifically and purposely made available by Volta for downloading from the Site (such as samples of resumes, cover letters, networking emails and recommendations), provided that you (1) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media unless you have first personalized it for the purpose of your job search and (2) do not make any additional representations or warranties to any third party relating to such documents as they appear on the Site.

Your Use of the Site

You may not use any "deep-link," "page-scrape," "robot," "spider" or other automatic device, program, algorithm or methodology or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. Volta reserves the right to bar any such activity.

You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any Volta server, or to any of the services offered on or through the Site, by hacking, password "mining" or any other illegitimate means.

You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, to its

source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or Volta's systems or networks, or any systems or networks connected to the Site or to Volta.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site.

You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Volta or others.

Other Terms and Conditions

If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Site or for any service offered on or through the Site, the latter terms shall control with respect to your use of that portion of the Site or the specific service. Volta's obligations, if any, with regard to its services are governed solely by the agreements pursuant to which they are provided, and nothing on this Site should be construed to alter such agreements. Volta may make changes to any Content offered on the Site, at any time, without notice. Volta makes no commitment to update the materials on the Site.

Accounts, Passwords and Security

Certain features or Content offered on or through the Site may require you to use a password. You are entirely responsible for maintaining the confidentiality of the information you hold for your use of the Site, including your password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. You agree to notify Volta immediately of any unauthorized use of your password, or any other breach of security.

Privacy

By using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to or through the Site may be read or intercepted by others who are not the intended recipients. Please review our Privacy Statement for more information about our practices in connection with information that we collect through the Site.

Links to Third Party Sites

This Site may contain links to other independent third-party web sites ("Linked Sites"). These Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites do not belong nor are they under Volta's control, and Volta is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

Disclaimers

VOLTA DOES NOT PROMISE THAT THE SITE OR ANY CONTENT, SERVICE OR FEATURE OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. THE SITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. VOLTA CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. VOLTA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VOLTA DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE AND/OR ANY VOLTA SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST VOLTA FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT IS TO STOP USING THE SITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

Volta reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site and any applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

Limitation of Liability

Except where prohibited by law, in no event will Volta be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if Volta has been advised of the possibility of such damages.

If, notwithstanding the other provisions of these Terms of Use, Volta is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Site or any Content, Volta's liability shall in no event exceed the greater of (1) the total of any subscription or similar fees with respect to any service or feature of or on the Site paid in the six months prior to the date of the initial claim made against Volta, or (2) US\$1 (One Dollar). Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

Indemnity

You agree to indemnify and hold Volta, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Volta by any third party due to or arising out of or in connection with your use of the Site.

Violation of These Terms of Use

Volta may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Volta's rights or property, or the rights or property of visitors to or users of the Site. Volta reserves the right at all times to disclose any information that Volta deems necessary to comply with any applicable law, regulation, legal process or governmental request. Volta also may disclose your information when Volta determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that Volta may preserve any transmittal or communication by you with Volta through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or Volta determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others or (4) protect the rights, property or personal safety of Volta, its employees, users of or visitors to the Site and the public.

You agree that Volta may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Volta, for which monetary damages would be inadequate, and you consent to Volta obtaining any injunctive or equitable relief that Volta deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Volta may have at law or in equity.

You agree that Volta may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) discontinuance or material modification of the Site or any service offered on or through the Site, or (3) unexpected technical issues or problems.

You agree that Volta will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

Governing Law; Dispute Resolution

You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of the United States and by the laws of the State of New York without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal

courts in New York County, New York, and waive any objection to such jurisdiction or venue. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. Claims made under the separate terms and conditions of purchase for services are not subject to this limitation. No recovery may be sought or received for damages other than out-of-pocket expenses. In the event of any controversy or dispute between Volta and you arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

Void Where Prohibited

Volta administers and operates the Site from its location in New York, New York, USA; other Volta sites may be administered and operated from various locations outside the United States. Although the Site is accessible worldwide, not all features, or services discussed, referenced, provided or offered through or on the Site are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. Volta reserves the right to limit, in its sole discretion, the provision and quantity of any feature, or service to any person or geographic area. Any offer for any feature or service made on the Site is void where prohibited. If you choose to access the Site from outside the United States, you do so on your own initiative, and you are solely responsible for complying with applicable local laws.

Miscellaneous

If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire agreement between you and Volta with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and Volta with respect to such use are hereby superseded and cancelled. Other than as provided in a purchase agreement you enter into with Volta, Volta will not accept any counteroffers to these Terms of Use, and all such offers are hereby categorically rejected. Volta's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by Volta of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between Volta and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

Feedback and Information

Any feedback you provide at this site shall be deemed to be non-confidential. Volta shall be free to use such information on an unrestricted basis without attribution or payment being made to you.

The information contained in this web site is subject to change without notice.

© 2020 Volta Talent Strategies LLC. All rights reserved.