Terms and Conditions of Use

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These terms are effective as of September 15, 2016. Please review these Terms of Use periodically for updates.

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that there is no employment, partnership, agency, or joint venture relationship between you and MNA arising out of or resulting from your use of the Site. You acknowledge and accept that MNA does not screen or monitor any resumes, job descriptions, and other content submitted by employers, recruiters, hiring managers, and other users of the Site. Therefore, MNA makes no representation regarding the reliability, accuracy, completeness, validity, or truthfulness of any such materials. MNA reserves the right, in its sole discretion, to delete, remove, refuse to display, or block any User Content or block any user’s access to the Site for any reason whatsoever.

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Disclaimers, Indemnification, and Limitation of Liability

(a) DISCLAIMERS

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Reliance on any information appearing on the Site is strictly at your own risk.

(b) LIMITATION OF LIABILITY

SUBJECT TO APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL WE, OUR GROUP UNDERTAKINGS, OUR AND OUR GROUP UNDERTAKINGS’ PARTNERS, LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES’ RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS OR SUPPLIERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS, PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, THAT RESULT FROM (A) THE USE OF, OR THE INABILITY TO USE, THE SITE OR SITE CONTENT, OR (B) THE CONDUCT OR ACTIONS, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SITE OR ANY OTHER PERSON OR ENTITY. SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, OR $100 (WHICHEVER IS LESS) FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO THE SITE. MOREOVER, SUBJECT TO APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL WE, OUR LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES’ RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS OR SUPPLIERS, BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING
DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND OUR OR THEIR REASONABLE CONTROL. WITH RESPECT TO USERS WHO ACCESS THE SITE IN CERTAIN JURISDICTIONS, THIS SECTION DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER UNDER APPLICABLE LAW.

SUBJECT TO APPLICABLE LAW, WE MAY TERMINATE YOUR FURTHER ACCESS TO THIS SITE OR CHANGE THE SITE OR DELETE SITE CONTENT OR FEATURES IN ANY WAY, AT ANY TIME AND FOR ANY REASON OR NO REASON WITHOUT LIABILITY.

IN NO EVENT, SHALL MNA BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES TO PROPERTY OR LIFE WHATSOEVER ARISING OUT OF OR CONNECTED WITH YOUR OR YOUR REPRESENTATIVES’ DEALINGS WITH ANY RECRUITERS, EMPLOYERS, HIRING MANAGERS AND OTHER THIRD PARTIES WHO YOU ATTEMPT TO CONTACT OR WITH WHOM YOU BECOME IN CONTACT WITH BECAUSE OF YOUR USE OF THE SITE. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS PROPHET, AND ITS AFFILIATES, PARTNERS, LICENSEES, AND ASSIGNEES FROM AND AGAINST ANY LOSSES, DAMAGES, AND CLAIMS DIRECTLY OR INDIRECTLY RELATING TO OR RESULTING FROM YOUR DEALINGS WITH ANY SUCH PARTIES, INCLUDING THEIR REPRESENTATIVES, AGENTS, AFFILIATES, AND ASSIGNS.

(c) THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION 3 AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

General Provisions

(a) JURISDICTIONAL AND VENUE ISSUES; GOVERNING LAW

Subject to the requirements of applicable consumer rights and other laws, you agree that any action at law or in equity arising out of or relating to these Terms and Conditions of Use, the Site, and/or the Services shall be filed, and that venue properly lies, only in state or federal courts located in the Commonwealth of Delaware, United States of America, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. We make no representation that content on the Site is appropriate or available for use in any location. Those who choose to access the Site do so on their own initiative and are responsible for compliance with all applicable laws including any applicable local laws.

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These terms of use take effect as an agreement and separately as a notice, which limits the basis on which MNA makes the Site available. No waiver of any provision of these terms of use by us shall be deemed a further or continuing waiver of such provision or any other provision,
and our failure to assert any right or provision under these terms of use shall not constitute a waiver of such right or provision. In these Terms of Use, the word “including” is used illustratively, as if followed by the words “but not limited to.” TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS OF USE, THE SITE OR THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR (OR THE MINIMUM APPLICABLE STATUTORY PERIOD, IF LONGER) AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

(b) AMENDMENT

Subject to applicable law, at any time, we may amend these Terms of Use (including by modification, deletion and/or addition of any portion thereof). If we make a material amendment to these Terms of Use, we will notify you of such amendment by posting notice of such amendment on the Site. Any such amendment to these Terms of Use will be effective thirty (30) calendar days following our posting of notice of the changes on the Site.

(c) TERMINATION

Any fraudulent, abusive or illegal activity may be grounds for termination of your access to the Site, and, at our sole discretion, you may be reported to the appropriate law enforcement agency/agencies.

Your Consent and Changes to These Terms

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