

Please read carefully. The following terms and conditions affect your use of PDS Tech Sites (defined below), and are legally binding on you. These terms *limit our liability and include waiver of class action rights.*

- 1. Acceptance of These Terms.** These Terms and Conditions (“Terms”) govern your access to and use of <https://pdstech.com> (the “Site”), And <https://jobs.pdstech.com> (“Portal”) (collectively, “the Sites”), as well as the use of any service PDS Tech, Inc. (“PDS Tech,” “we,” “us”) provides to you in connection with the Sites (collectively “Services”). If you do not accept these Terms, do not use the Sites or the Services. We reserve the right to update these Terms at any time by posting a revised version on the Sites. By accessing or using a Site or Portal after we have posted a revised version, you will be deemed conclusively to have accepted the revised version.
- 2. You may only use the Sites for your own, personal, non-commercial use, for lawful purposes, and according to these Terms.** You may not use them in any way that violates applicable law (including but not limited to any law regarding the transfer of personal information to or from the US), or which interferes with the operability or security of any Site, other accounts, or any materials or information not intentionally made available through the Services. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any access to any Site or any information, materials, or services obtained from the Services.
- 3. Your Account.** To use the Services, you must be over 18 years old, register for an account, and provide us with current, complete and accurate information according to the applicable registration form. You may not share passwords or use anyone else’s account at any time. You are solely responsible for keeping your username and password confidential, and for whatever activities occur under your account. You agree to notify us immediately of any unauthorized use of your account or other breach of security involving a Site. We will not be liable for any loss you may incur as a result of someone else using your username, password or account, with or without your knowledge. However, *you could be held liable for losses*

incurred by PDS Tech or another party due to someone else using your username, password or account.

4. **Your Submissions.** We do not own the information which you provide to us (each a "*Submission*" and collectively "*Submissions*"). You do grant us permission to use your Submissions in connection with the Services, including but not limited to operating and managing the Sites. No compensation will be paid to you for the use of your Submissions. We may remove any Submission at any time in our sole discretion. You should keep a back-up of your Submissions. To the full extent permitted by law, we disclaim any liability for deletion, loss, or unauthorized changes to Submissions.

5. **These Terms incorporate by reference our [Privacy Notice](#) relating to the collection and use of your personal information, found here.**

6. **Your Representations and Warranties.** You represent and warrant to us that:
 - a. **You own or otherwise control all rights to your Submissions, including but not limited to all rights necessary for you to post your Submissions.**
 - b. **Your Submissions will be truthful, complete, accurate, and not misleading when you submit them; and if anything material changes, or if new information comes to your attention, you will promptly amend them so that they remain truthful, complete, accurate, and not misleading.**
 - c. **When accessing a Site or Portal or using the Services, you will comply with all applicable law.**

7. **Your Acknowledgements and Agreement.** You expressly acknowledge and agree that:

- a. **If any part of your Submission is false, untruthful or misleading, this will constitute a fraudulent attempt to secure employment and will be sufficient basis for removal of your Submission from the Portal, termination of your right to use the Services, withdrawal of consideration for employment, or termination if you have already been employed.**
 - b. **We (or our authorized representative) may contact your former employers (current employers will not be contacted without your prior consent), educational institutions, government agencies, other sources, and any references in order to confirm the information provided in your Submission, all of whom you agree to hold harmless and free from liability for what they communicate to us.**
 - c. **Certain positions may require a more extensive background check, including drug and alcohol screening. In that event, we will obtain your written permission before such checks are conducted.**
 - d. **Your skills and interests may be reviewed against job openings and kept for reporting purposes as may be required by law. In furtherance of that same purpose, we may share that information with third-party service providers who are bound by terms of confidentiality and similar data privacy policies to those we implement, as well as with our customers.**
 - e. **We do not endorse or warrant job opportunities. You are solely responsible for determining the suitability and desirability of any job opportunity you choose to pursue.**
- 8. OUR DISCLAIMER OF WARRANTIES. TO THE FULL EXTENT PERMITTED BY LAW, THE SITES AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR USE OF THE SITES, SERVICES, OR INFORMATION OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING TITLE, NON- INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SITES WILL OPERATE ERROR-FREE OR THAT THE SITES OR SERVICES ARE FREE OF VIRUSES OR HARMFUL MECHANISMS. NEITHER WE NOR ANY PERSON OR ENTITY AFFILIATED WITH US REPRESENTS OR WARRANTS THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITES, SERVICES OR INFORMATION OBTAINED THROUGH THE SERVICES.**

9. **DISCLAIMER OF CONSEQUENTIAL DAMAGES. TO THE FULL EXTENT PERMITTED BY LAW, IN NO EVENT AND UNDER NO THEORY WILL WE (OR ANY PERSON OR ENTITY AFFILIATED WITH US) BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, PUNITIVE DAMAGES, OR DAMAGES RESULTING FROM (i) YOUR USE OR INABILITY TO USE THE SITES OR SERVICES, (ii) YOUR RELIANCE ON OR USE OF INFORMATION PROVIDED ON OR THROUGH THE SITES OR MISSING FROM THEM, OR (iii) MISTAKES, OMISSIONS, INTERRUPTIONS, LOST FILES, DEFECTS, VIRUSES, DELAYS, OR ANY FAILURE OF PERFORMANCE, OR ANY EXERCISE OR FORBEARANCE TO EXERCISE OUR RIGHTS UNDER THIS AGREEMENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

10. **LIMITATION OF LIABILITY. TO THE FULL EXTENT PERMITTED BY LAW, THE MAXIMUM LIABILITY OF PDS TECH AND ANY PERSON OR ENTITY AFFILIATED WITH PDS TECH ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH THE SITES, THE SERVICES, OR ANY INFORMATION OBTAINED FROM THE SERVICES, REGARDLESS OF CAUSE OF ACTION (CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE) WILL NOT EXCEED THE GREATER OF (a) THE AMOUNT PAID BY YOU TO PDS TECH DURING THE YEAR PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (b) US \$100.**

11. **LIMITATIONS OF THE ESSENCE. YOU AGREE THAT THESE LIMITATIONS ARE OF THE ESSENCE OF THIS AGREEMENT AND ARE A REASONABLE, BARGAINED-FOR, AGREEABLE ALLOCATION OF RISK WITHOUT WHICH THE SITES, THE SERVICES, AND THE INFORMATION OBTAINED THROUGH THE SERVICES COULD NOT BE PROVIDED. YOU FURTHER AGREE THAT THESE LIMITATIONS SHALL APPLY TO ALL CLAIMS RELATED TO THESE TERMS OR TO THE RELATIONSHIP AMONG THE PARTIES, EVEN IF ANY LIMITED REMEDY IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. You may have other statutory rights and the above may not apply to you, but any such rights shall be limited to the minimum length and extent required by applicable law.**

12. **TO THE FULL EXTENT PERMITTED BY LAW, YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS PDS TECH (AND ANY PERSON OR ENTITY AFFILIATED WITH PDS TECH) FROM AND AGAINST ANY DEMANDS, CLAIMS, OR LOSSES, INCLUDING WITHOUT IMITATION REASONABLE LEGAL AND ACCOUNTING FEES, ARISING FROM OR RELATING DIRECTLY OR INDIRECTLY TO:**
- a. **YOUR USE OF THE SITES, SERVICES, OR INFORMATION OBTAINED THROUGH THEM;**
 - b. **THE COMPLETENESS AND ACCURACY OF YOUR SUBMISSIONS;**
 - c. **OUR OR A THIRD PARTY'S USE OF YOUR SUBMISSIONS IN CONNECTION WITH OUR SERVICES;**
 - d. **YOUR RELIANCE ON ANY INFORMATION OBTAINED THROUGH THE SERVICES, OR ON THE OMISSION OF SUCH INFORMATION;**
 - e. **YOUR ACTUAL OR ALLEGED BREACH OF (I) THESE TERMS, OR OF (II) ANY CONFIDENTIALITY OR OTHER OBLIGATION YOU OWE TO A PDS TECH CUSTOMER WHO CONTRACTS FOR YOUR SERVICES; and/or**
 - f. **ANY ACTION WE TAKE TO INVESTIGATE A SUSPECTED VIOLATION OF THESE TERMS OR AS A RESULT OF OUR CONCLUSION THAT A VIOLATION HAS OCCURRED.**

We will notify you promptly of any such claim, suit, or proceeding. You and PDS Tech will cooperate in the defense of any third-party action, provided that PDS Tech may participate in the defense through counsel of its own choosing at its own cost, and you will not settle the claim without its prior written consent (not to be unreasonably withheld).

13. **Confidentiality and Intellectual Property.**

- a. **Confidentiality. You agree that at all times while you are engaged by PDS Tech and thereafter, you will hold in confidence and will not (without prior written permission) disclose or use for your own or another's benefit any information or materials of PDS Tech or any PDS Tech customer who contracts with us for your services, which you are informed, realize, or reasonably should realize constitute the trade secrets or confidential and proprietary information of PDS Tech or its customer. (This restriction will not apply to information or materials which you can show, by written documentation, were (i) already known to you before their disclosure, (ii) are at the time of**

disclosure, or later become, generally known in the industry through no fault of your own, (iii) are independently developed by you, or (iv) are required by law to be disclosed, provided you disclose them only as required by law and that you offer their owner reasonable opportunity to review that decision and try to protect their confidentiality.)

- b. **IP Rights.** All intellectual property rights in and to the Sites, the Services, and information contained therewith are owned by PDS Tech or its affiliates, vendor/licensors, or sublicensees. All rights not expressly granted herein are reserved. All trademarks, service marks, logos, and designs, and all goodwill associated therewith, are wholly owned by PDS Tech or the third-party licensor as applicable.
- c. **Third-Party Sites.** Certain information and services may be provided by third parties and accessed through links to their websites. All such information and services will be provided according to those third parties' terms and conditions of use, service, and privacy. We have no control over them and disclaim any responsibility.

14. **Terms and Termination.**

- a. **Your authority to access and use the Services begins when you have registered and obtained an account, and ends when terminated by either you or us (the "Term").**
- b. **We may terminate your ability to access the Portals and use of the Services at any time, for any reason, and without prior notice. You also may remove yourself from consideration for employment by PDS Tech, for any reason, by (1) notifying us by email addressed to CandidateSupport@pdstech.com, (2) discontinuing all access and use of the Sites, and (3) destroying all Submissions except as otherwise required by law.**
- c. **Events upon Termination.** Upon termination, you shall no longer use or maintain any Submissions (including copies) on or through the Portals, except to the extent expressly required by applicable law. We may retain Submissions and related personal information for as long as needed for our business purposes and as otherwise appropriate under law. Provisions hereof relating to Your Representations and Warranties; Our Disclaimers; Limitation of Liability; Indemnification; Governing Law and Venue; Dispute Resolution; Miscellaneous, and such other provisions as by their terms or nature should survive expiration or termination, shall so survive.

15. **Dispute Resolution.**

a.

- a. **Governing Law, Time, and Venue.** These Terms and the relationship among you and PDS Tech and any person or entity affiliated with PDS Tech are to be governed and construed according to Texas and United States law, without regard to conflicts of law. Any dispute arising hereunder or relating directly or indirectly to PDS Tech's relationship with you must be filed within one (1) year after the cause of action arose, and shall be resolved solely in the state or federal courts located in and for Dallas County, Texas. You consent to the personal jurisdiction of those courts.
- b. **Informal Resolution.** Before beginning any legal action, you agree first to make a good faith effort to resolve the matter informally for at least 30 days after providing us notice of the dispute at CandidateSupport@pdstech.com
- c. **Class Action Waiver.** YOU AGREE TO RESOLVE ANY DISPUTE WITH US ONLY ON AN INDIVIDUAL BASIS, BRINGING ANY CLAIMS RELATING TO US IN AN INDIVIDUAL CAPACITY ONLY AND NOT FOR OR WITH ANY PURPORTED CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING.
- d. **Jury Waiver.** TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY WAIVE TRIAL BY JURY OF ANY DISPUTE RELATING DIRECTLY OR INDIRECTLY TO THE RELATIONSHIP BETWEEN YOU AND US.

16. **Miscellaneous.** No joint venture, partnership, employment, fiduciary, or agency relationship exists between PDS Tech and you. If any provision of these Terms is determined to be unlawful, void, or unenforceable, it will be deemed severed from these Terms and will not affect the validity and enforceability of the remaining provisions. This is the entire agreement relating to the subject matter in these Terms, superseding all prior or contemporaneous understandings, and may not be modified except in writing signed by PDS Tech. If PDS Tech must sue to enforce or defend its rights under these Terms or otherwise, it shall be entitled to recover its reasonable attorneys' fees and expenses. No act or forbearance shall be deemed to be a waiver of any right hereunder unless intent to waive it is clearly expressed in a writing signed by an authorized representative of the party agreeing to waive it. To the extent anything in or associated with the Services conflicts or is inconsistent with these Terms, these Terms shall control.

17. **EEO Policy. PDS Tech is an Equal Opportunity Employer. All qualified applicants will receive consideration of their Submission and for employment without regard to race, color, sex, sexual orientation, gender identity, religion, national origin, disability, veteran status, age, marital status, pregnancy, genetic information, or other legally protected status.**