

License Agreement and Terms of Use for Learning Platforms

Performance-based Hiring Learning Systems - The Adler Group, Inc.



*These Terms of Use ("**Terms**") were last updated on October 2, 2018.*

This agreement applies to The Hiring Machine and the Win-Win Hiring learning platforms. Both of these platforms will be referred to as The Hiring Machine in this agreement. These are our online and mobile-ready platform for learning on how to implement [Performance-based Hiring](#), a systematic business process for sourcing, interviewing and recruiting passive candidates. The Hiring Machine is one component of [The Adler Group's](#) full range of training and consulting hiring, recruiting and interviewing services (the "Services").

What these Terms cover.

These Terms lay out the rules that apply to all of your activities on The Hiring Machine and with respect to The Adler Group's Services. You agree that by accessing The Hiring Machine or subscribing to the Services, you are entering into a legally binding contract with The Adler Group. As such, please read these Terms carefully, and keep a copy of them for your reference. If you do not agree to these Terms, then do not use The Hiring Machine or subscribe to our Services.

We are not associated with third party sites linked from www.louadlergroup.com or www.performancebasedhiring.com.

As a convenience to you, we may provide links on The Hiring Machine or through the Services to other websites that we do not control. Our inclusion of these links does not mean that we endorse these sites or have any association with their operators. If you choose to visit these sites, you may be subject to legal or privacy policies that are different from those for The Hiring Machine and Services. The Adler Group is not responsible for the contents of these linked sites or your activity on these sites. Nonetheless, we seek to protect the integrity of The Hiring Machine and Services and welcome any feedback about these linked sites.

We'd like to highlight a few of our Terms.

While all of the Terms are important to us, and you must follow them to access The Hiring Machine and Services, we'd like to highlight a few up front. See below for more detail on each of these Terms.

- The Adler Group and its suppliers have spent significant time and resources developing the content for The Hiring Machine and offered through the Services. We ask that you respect our ownership rights in the content. While we invite you to use the content for your own work in recruiting, assessing and hiring candidates, you may not copy, distribute, publish, frame or modify the content, or use it to train others, except where specifically noted or approved in writing by The Adler Group.
- Your account is personal to you. You may not let others use your account and you cannot transfer your account to any other person or entity. For example, if you registered an account as an employee of a company, your account cannot be transferred to another employee. If others in your organization would like to access The Hiring Machine or other of our Services, those persons must purchase their own subscriptions.
- We believe that Performance-based Hiring and the materials provided by The Adler Group will guide you in hiring top talent. However, we make no guarantees or warranties about the performance of our resources, products and services and assume no liability for their use.
- We value your privacy. For more information on how we use and may share your personal information, please see our [Privacy Policy](#).

Who can access The Hiring Machine and Services?

You must be at least 18 years of age to use The Hiring Machine and Services. If you are under 18, you may use The Hiring Machine and Services only with permission of a parent or guardian.

Your obligations with respect to your account.

Each person who subscribes to The Hiring Machine or our Services receives one account, and that account may not be used by, or transferred to, any other person or entity. You, the account holder, are responsible for restricting access to your account--for example, by creating a strong password and keeping that password confidential. You agree to accept responsibility for all activities that occur under your account or password. As between you and others (including your employer), your account belongs to you. If another party such as your employer paid for your account access, they have the right to control your access but do not have rights to your personal account.

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How we can communicate with you.

We may on occasion send notices and messages to you, at the contact information you provide in your account profile, such as notices about The Hiring Machine or Services, notices related to your subscription, changes to our Terms, or promotions. In order to continue to have access to The Hiring Machine or Services you have subscribed to, you must keep your account profile contact information up to date so that we can provide you with these communications in a timely manner.

What we own (i.e., our intellectual property rights).

The Adler Group and our suppliers own all content included on The Hiring Machine and through the Services, such as text, forms, tools, templates, logos, code, trademarks, images, videos, and software ("The Adler Group Intellectual Property"). Copyright, trademark and other laws of the United States and foreign countries protect The Adler Group Intellectual Property. While you're permitted to use these materials as part of your regular hiring activity, you must not:

- violate our ownership in Adler Group Intellectual Property, for example, by copying or distributing our content, by creating derivative works of our content, by using our content to coach others except as part of your personal recruiting and interviewing activity.
- interfere in any way with The Hiring Machine or Services. Examples of interference include accessing The Hiring Machine or Services without permission, such as through scraping or other automated means, or attempting to disrupt or disable a legitimate user's access to The Hiring Machine or Services.
- delete or alter any proprietary rights or attribution notices in any content.

Our license to you.

The content provided on The Hiring Machine and Services is licensed to you, not sold to you. The Adler Group and its suppliers grant you a limited, personal, non-exclusive, non-transferable, revocable and non-sublicensable license to access and view the content on The Hiring Machine and Services solely for your own working and educational needs around recruiting, assessing and hiring candidates, and solely subject to your compliance with the Terms.

Our right to make changes to or terminate your access to The Hiring Machine and Services.

The Adler Group reserves the right to periodically makes improvements, corrections, or other changes to The Hiring Machine and Services. We may in our sole discretion, terminate your access to The Hiring Machine, Services or any portion of either at any time, with or without notice, for violating any of these Terms.

Our cancellation and refund policy.

While you may terminate your membership in The Hiring Machine at any time, we are not in a position to refund any fees paid due to the volume and time-based discount packages we offer. Please contact info@louadlergroup.com with any questions.

Your privacy rights.

Your use of The Hiring Machine and Services is subject to The Adler Group's Privacy Policy. Please review our [Privacy Policy to understand our](#) data collection practices and your rights with respect to those practices.

The Hiring Machine and Services are provided on an "as is" and "as available" basis.

You agree that The Hiring Machine and Services **are provided on an "as is" and "as available" basis**. For example, during your use of The Hiring Machine, it is possible that you'll encounter service issues, either for planned maintenance or a problem with The Hiring Machine. Or, as another example, it's possible that our training materials contain errors. THE ADLER GROUP AND ITS SUPPLIERS MAKE NO REPRESENTATION OR WARRANTY ABOUT THE HIRING MACHINE OR THE SERVICES, INCLUDING ANY REPRESENTATION THAT THE HIRING MACHINE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE CONTENT OFFERED THROUGH THE HIRING MACHINE OR SERVICES WILL ACHIEVE A SPECIFIC RESULT. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE ADLER GROUP DISCLAIMS ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE HIRING MACHINE OR SERVICES,

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OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE HIRING MACHINE AND APPLICABLE SERVICES.

Limitation of our liability.

TO THE EXTENT PERMITTED UNDER LAW, IN NO EVENT SHALL THE ADLER GROUP AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE HIRING MACHINE OR SERVICES, WITH THE DELAY OR INABILITY TO USE THE HIRING MACHINE OR SERVICES, OR FOR ANY CONTENT OBTAINED THROUGH THE HIRING MACHINE AND SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE HIRING MACHINE AND SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE ADLER GROUP OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Your responsibility if you cause The Adler Group or its suppliers legal liability.

If your use of The Hiring Machine or Services in violation of these Terms subjects The Adler Group or our suppliers to any liability, we may exercise legal recourse against you. You agree to indemnify, defend (if we so request), and hold The Adler Group and its suppliers harmless from and against any third-party claims, demands, losses, damages, or expenses (including reasonable attorney fees) arising from (a) your use of The Hiring Machine or Services, (b) your violation of these Terms, or (c) your violation of any rights of a third party. The Adler Group reserves the right, at its own cost, to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with The Adler Group in asserting any available defenses.

How and where these Terms can be enforced.

You agree that the laws of the State of California, U.S.A., excluding its conflict of laws rules, shall exclusively govern any dispute relating to these Terms, The Hiring Machine and/or the Services. You and The Adler Group both agree that all claims and disputes can be litigated only in the federal or state courts in Los Angeles California, USA, and you and The Adler Group each agree to personal jurisdiction in those courts. In addition, either of us can bring a claim in small claims court in (a) Los Angeles, California, (b) the county where you live, or (c) another place we both agree on, as long as it qualifies to be brought in that court. If a court with authority over these Terms finds any part of the Terms unenforceable, you and we agree that the court should modify the Terms to make that part enforceable while still achieving its intent, and, if that is not possible, remove that unenforceable part and still enforce the rest of these Terms. If we ever provide these Terms in a language other than English, the English language will control in the event of a conflict.

Terms specific to users outside of the United States.

The Adler Group operates The Hiring Machine and Services from our offices in the USA. If you access The Hiring Machine or Services from a location outside the USA, you are responsible for compliance with all local or national laws or regulations of your country. You are solely responsible for the knowledge of and compliance with such laws and regulations that are applicable to you. You may not access The Hiring Machine or Services if you are from a territory where U.S. businesses are prohibited from engaging in business (such as Cuba, North Korea, Sudan, or Syria) or if you have been designated a Specially Designated National, Denied Person, or Denied Entity by the U.S. government.

You and The Adler Group are independent entities.

Your use of The Hiring Machine or Services does not create a partnership, agency relationship, or joint venture between you and The Adler Group. Under no circumstances will any employee of one party be deemed to be the employee of the other.

General Terms.

Unless otherwise specified herein or in another agreement between us, these Terms constitute the only agreement between you and The Adler Group with respect to The Hiring Machine and Services and supersede all prior communications and proposals, whether electronic, oral or written, between you and The Adler Group with respect to The Hiring Machine and Services. Terms, which by their nature should survive a termination of our relationship, such as Terms related to intellectual property ownership, no warranty, and

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with respect to either party's liability, will survive termination. You may not assign these Terms (or any account with us) to anyone without our consent. However, we may assign these Terms (or the rights and licenses granted under them) to another company or person without restriction. Any legal notice or other communication to be given hereunder will be in writing and given by registered or certified mail return receipt requested, or email (by us to the email associated with your account or by you to our contact information specified below).

Our right to make changes to the Terms.

The Adler Group reserves the right to update these Terms. The most current version of the Terms will supersede all previous versions. The Adler Group encourages you to periodically review the Terms to stay informed of our updates. If we make any material change, we will notify you using prominent means such as by email notice sent to the email address specified in your account or by posting a notice on The Hiring Machine or through our Services. Modifications will become effective on the day they are posted unless stated otherwise. We agree that changes cannot be retroactive. Your continued use of The Hiring Machine or Services after we publish or send a notice about a change to our Terms means that you are consenting to the updated Terms.

How to contact us.

The Adler Group welcomes your questions or comments regarding the Terms:

The Adler Group
7700 Irvine Center Drive, Suite 800
Irvine, California 92618

Email Address:
info@louadlergroup.com

Telephone number:
949-612-6300