

Message Board Usage Rules

PLEASE READ THESE RULES AND THE **WEBSITE DISCLAIMER** BEFORE USING THE CUMMINGS CENTER JOB POSTING MESSAGE BOARD (THE “BOARD”).

Cummings Properties, LLC (“CPL”) maintains the Board as a courtesy for client firms at Cummings Center seeking candidates for employment, and for individuals seeking employment. Information contained on the Board is “as is” and without warranty from CPL of any kind, either expressed or implied. CPL does not warrant or make any representation regarding the information on the Board in terms of correctness, accuracy, timeliness, reliability or otherwise. The Board is a venue only for client firms to post job opportunities, and for prospective employees to research and evaluate job opportunities for themselves. CPL does not actively screen or censor any information. CPL has no control over the quality, safety or legality of the jobs posted, the truth or accuracy of the listings, the ability of client firms to offer job opportunities to candidates or the ability of candidates to fill job openings. Any person who relies on the Board or any materials available through it does so solely at his or her own risk.

Client’s Responsibility For Its Own Content

CPL expects that all clients will use caution and common sense when using the Board. Clients assume all risks associated with dealing with other users with whom they come in contact through the Board. Clients shall be responsible for any and all liability resulting from publication, distribution or redistribution related to material posted on, or transmitted through, the Board or the use of such material by any person (including liability resulting from any virus or destructive programs). Each such prospective employee also acknowledges and agrees to be solely responsible for the form, content and accuracy of any resume or material transmitted through the Board. Client firms are solely responsible for their postings and linked materials available on the Board.

Posting or Responding To Messages or Material

All users agree to abide by the following rules when posting, or replying to, messages or material on the Board:

- You will not post or submit any messages or materials anonymously or under a false name, and you agree that you are solely responsible for any message or material which you post or submit or which is posted under your name.
- You will not post or submit any material or links to material that is libelous, harassing, disruptive or a violation of applicable law or that would constitute grounds for civil liability.
- You will not post or submit advertisements, chain letters, charity requests, petitions for signatures, or any solicitation, other than bona fide job listings.
- You will only post or submit materials for which you have obtained appropriate copyright or other permission to upload, and to permit downloading by other users for personal, noncommercial use.
- You will not violate, plagiarize, or infringe on the rights of third parties, including copyright, trademark, trade secret, privacy, personal, publicity, or proprietary rights.
- You acknowledge that any materials you post will be considered to be in the public domain.
- You will not print out or otherwise copy or use any personally identifiable information about candidates for purposes other than consideration of the candidates for potential employment with your company.

- You will not spam any user of the Board.
- You will not respond to a job listing other than for the purpose of inquiring about, or applying for, a job on your own behalf.
- You will not delete or revise any material posted by any other person or entity.
- You will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Board.
- You will not take any action that imposes an unreasonable or disproportionately large burden on the Board's infrastructure.

Questionable Materials

Materials that CPL deems to be vulgar, objectionable or offensive in any way are prohibited. If you encounter questionable materials on the Board, please contact us directly by clicking on this electronic mail link: legal@cummings.com.

Limit On Our Liability

CPL is not liable for incidental, indirect, consequential, special, punitive, or exemplary damages of any kind, including lost revenues or profits, loss of business or loss of data, in any way related to this service or for any claim, loss or injury based on errors or omission, interruptions or any other inaccuracies appearing on the Board. You agree to indemnify and hold CPL (including without limitation its employees, directors, officers, shareholders, parents, subsidiaries, affiliates and agents) harmless from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from your violation of these rules or your inappropriate use of the Board. CPL reserves the right to take over the exclusive defense of any claim for which CPL is entitled to indemnification hereunder. In such event, you shall provide CPL with such cooperation as is reasonably requested by it.

Nothing on the Board is, nor is it intended to be, an offer of employment from Cummings Properties, LLC or any related entity.

Future Access

CPL may, in its sole discretion, terminate or suspend your access to all or part of the Board for any reason, including failure to comply with these rules. Access to the Board is currently free. CPL reserves the right to charge for such access in the future, to change these rules or to modify any features of the Board at any time.