



Seelio Terms of Use and Privacy Policy

Revised 7/8/14

Welcome to Seelio, a professional service that allows high school students, college students, graduate students and recent graduates to maintain an online profile, resume and portfolio for display to potential employers and recruiters for the purpose of generating employment opportunities. The Seelio website, currently located at www.seelio.com (the "Site") is owned and operated by Seelio, Inc., a Delaware corporation with offices at 505 East Liberty Street, Lower Level 500, Ann Arbor, Michigan 48104 ("us", "we", or "Seelio"). In these Terms of Use and Privacy Policy (the "Agreement"), users of the Site are referred to as "Users" or "you".

1. Acceptance of Terms of Use

By using the Site or making use of the services offered by the Site (the "Services"), you agree to be bound by this Agreement and the specific terms and conditions stated in connection with various features at the Site, all of which are incorporated herein by reference and made a part of this Agreement, whether or not you register as a member of the Site. **If you object to anything in this Agreement or do not agree to be bound by this Agreement, do not use the Site or the Services.** This Agreement is subject to change by Seelio in its sole discretion at any time, and Seelio will provide notice in accordance with Section 6.

2. Eligibility

(a) Minimum Age.

You must be at least fourteen (14) years of age to use the Site or Services. By using the Site or Services, you represent and warrant that you are at least fourteen (14) years of age and that you have the right, authority, and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.

3. Use of the Site or Services

As a user of the Site or Services, you agree to the following:

(a) Exclusive Use.

Your account is for your personal use only. You may not authorize others to use your account, and you may not assign or otherwise transfer your account to any other individual or entity.

(b) Account Security.

It is your sole responsibility to keep your account information and password secure. You acknowledge that Seelio is not liable for third-party access to your account that results from theft or misappropriation of your user name and password.

(c) No False Information.

You agree not to provide inaccurate, misleading, or false information to Seelio or to any other User. If information provided to Seelio or another user subsequently becomes inaccurate, misleading, or false, you will promptly update the information.

(d) Information or Content Posted.

You are solely responsible, and assume all liability for the information or content you post, transmit, publish, link to, or otherwise make available on the Site or through the Services. You understand and



agree that Seelio may, but is not obligated to, review and delete (without notice) any information or content that Seelio in its sole discretion determines violates this Agreement, violates the rights of another person or entity, or which might be offensive, illegal, or threaten the safety of others.

(e) Prohibited Content.

The following are examples of the kind of information or content that is illegal or prohibited to post, transmit, publish, or otherwise make available on the Site or through the Services. Seelio reserves the right to investigate and take appropriate legal action against anyone who, in Seelio's sole discretion, violates this provision, including without limitation, removing the offending information or content from the Site and terminating the account of the offending User. Prohibited information or content includes, but is not limited to, information or content that, in the sole discretion of Seelio:

- i. promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual;
- ii. contains personally identifiable information about a child under the age of thirteen (13) years;
- iii. depicts nudity, violence, drug use, or animal cruelty;
- iv. is obscene, defamatory, disparaging, slanderous, libelous, or pornographic;
- v. disseminates another person's personal information without his or her permission, or collects or solicits another person's personal information for commercial or unlawful purposes;
- vi. impersonates, or otherwise misrepresents affiliation, association, or connection with, any person or entity;
- vii. contains video, audio photographs, or images of another person without his or her permission;
- viii. contains others' copyrighted material without obtaining permission first;
- ix. violates the privacy rights, publicity rights, copyrights, trademark rights, contract rights, or any other rights of any person; or
- x. is in any way used for or in connection with "spamming," "phishing," "trolling," or similar activities.

(f) No Advertising or Commercial Solicitation.

You agree and acknowledge that you will not advertise or solicit any User to buy or sell any products or services through the Site or Services. You also agree and acknowledge that you will not transmit any chain letters, junk, or spam e-mail to other Users. Further, you will not use any information or content obtained from the Site or Services in order to contact, advertise to, solicit, or sell to any User without their prior explicit consent.

(g) Assumption of Risk.

You assume all risks when using the Site or Services, including but not limited to all of the risks associated with any online or offline interactions with other Users.

(h) Reporting of Violations.

You agree to promptly report to Seelio any violation of this Agreement by others.

(i) Refunds.

All fees and charges are nonrefundable and there are no refunds or credits for partially used periods, job postings, or messages.

4. Termination by Seelio

Seelio may terminate your account at any time for any reason whatsoever. All decisions regarding the termination of accounts will be made in the sole discretion of Seelio. Seelio is not required to provide you notice prior

to terminating your account. Seelio is not required to disclose a reason for the termination of your account. Even after your account is terminated, this Agreement still remains in effect. All terms that by their nature may survive termination of this Agreement will be deemed to survive such termination.

5. Propriety Rights

(a) Ownership of Proprietary Information.

Except for User content, Seelio owns and retains all proprietary rights in the Site. The Site contains the copyrighted material, trademarks, and other proprietary information of Seelio, and its licensors. Except for that information which is in the public domain or for which you have been given written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.

(b) License to Posted Information or Content.

Seelio requires certain rights in order to provide Services to you under this Agreement. By way of example, when you provide content, Seelio makes a copy of that content, formats the content and displays the content on the Site. The content may also appear on a third party site, such as a university which you attend. When you post information or content to the Site, you automatically grant, and you represent and warrant that you have the right to grant, to Seelio and its Users, affiliates, licensees, and successors, a non-exclusive, fully paid-up, worldwide license to use, reproduce, publicly perform, publicly display, and distribute such information or content, and to prepare derivative works of, or incorporate into other works, such information or content, and to grant and authorize sub-licenses of the foregoing in connection with the Services provided under this Agreement, and for analyzing use of the Site. The Site may provide ways for you to limit the scope of use and access and other user's access and use of your content. Finally, you may terminate the license by removing or deleting your content. Copies of your content may remain on Seelio servers until such time as the content is overwritten or otherwise deleted.

6. User Information / Privacy Policy

(a) Privacy Policy.

Seelio has the right to use all data collected relating to use of the Site, subject to this Privacy Policy.

(b) Information we collect that is not personally identifiable.

We collect information that is not personally identifiable (meaning, anonymous information) regarding use of the Site, such as login information, computer-related information (browser type you used, your Internet Protocol address, last URL visited, and the date and time of day of your login). We send a "cookie" or "pixel tag" to your computer that contains an identification number that is unique to the computer you are using. You may decline to provide such information to us and/or refuse cookies in your browser, although some of our features or services may not function properly as a result, and some services may not be available.

We use this anonymous information to enhance the visitor experience at the Site, to understand how our Site is used, to communicate with our visitors about information and services relating to the Site, to investigate and verify proper conduct at the Site, and to monitor the security and integrity of the Site. Internally, we use data in the aggregate to analyze our business.

(c) What we collect about you is personally identifiable ("PI") and how we use it:

We collect information that you provide us (including your name, email address, and password) when



you register at www.Seelio.com and accept this Agreement. All passwords are stored on our server in encrypted form. If you lose your password, we will generate a new one and send it to you. This Agreement contains the terms of the business relationship between you and us, and contains additional terms relating to PI that apply specifically to individuals who upload content to our web site.

We use PI to email you or to otherwise contact you electronically about activities relating to the Site and our business, including advertising and promotion. You can opt out of receiving future emails and electronic communications.

We use PI to connect you with potential employers and recruiters.

We may disclose PI as required by law and/or in response to service of legal process, such as a court order, summons, subpoena, and the like.

We use PI to investigate and verify proper conduct at the Site, and to monitor the security and integrity of the Site.

We may share PI with trusted partners who have signed agreements with Seelio and agree to treat PI with at least the degree of care set forth in this Privacy Policy.

We do not sell your PI to third parties.

(d) How you can access or change the PI that we have collected:

Once you have registered with us by accepting this Agreement you can access your account, review the information that is stored, and revise or delete that information. You will need to email us a written request to delete your entire account.

(e) Links to other websites:

We may provide links to third party websites. We are not responsible for the content or information collection practices of those sites, including their privacy policies. Please review the privacy policies of such sites.

(f) Changes to this policy.

If we make any significant changes to this policy, we will notify you by email, or post a notice of such changes on the Site, or flag our privacy Policy on the Site as updated.

(g) Contact.

Please contact us with any questions and/or comments you may have.

7. Copyright Policy

(a) Prohibition.

You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights.

(b) Digital Millenium Copyright Act Notice.

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement must be submitted to the following Seelio Designated Agent:



Copyright Agent
Seelio, Inc.
505 East Liberty Street, Lower Level 500
Ann Arbor, MI 48104

Email: founders [at] seelio [dot] com
Phone: (734)274-9309

To be effective, the notification must be a written communication that includes the following:

- i. A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- ii. Identification of the copyrighted work claimed to have been infringed, or multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- iv. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- v. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- vi. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- vii. Any other requirements under U.S. law.

Seelio may give notice to Seelio's Users by means of a general notice on this Site, electronic mail to a user's e-mail address on Seelio's records, or by written communication sent by first-class mail to a User's address on Seelio's records.

8. Indemnification

You agree to indemnify, defend and hold harmless Seelio, its officers, directors, employees, agents, and third parties, for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of (1) your use of or inability to use the Site or Services, (2) any User postings made by you, (3) your violation of any terms of this Agreement, (4) your violation of any rights of a third party, or (5) your violation of any applicable laws, rules or regulations. Seelio reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Seelio in asserting any available defenses.

9. Disclaimer

ALL OTHER CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY SEELIO, ITS LICENSORS AND CONTENT PROVIDERS. Some jurisdictions do not allow the exclusion of implied warranties such that the above exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from jurisdiction to jurisdiction.

10. Limitation of Liability and Actions

- (a) **Incidental Damages.**

REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, IN NO EVENT WILL SEELIO BE LIABLE OR RESPONSIBLE TO YOU IN CONNECTION WITH THE SITE, OR YOUR USE THEREOF, FOR ANY: (A) INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF THEY ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; (B) LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOST EXPECTANCY, BUSINESS INTERRUPTIONS AND/OR BENEFIT OF THE BARGAIN DAMAGES; AND/OR (C) DIRECT DAMAGES IN AN AMOUNT GREATER THAN FIVE HUNDRED DOLLARS (\$500 USD). ANY CLAIM RELATED TO THE SITE MUST BE INITIATED WITHIN ONE (1) YEAR OF THE DATE YOU KNEW, OR REASONABLY SHOULD HAVE KNOWN, OF THE EXISTENCE OF SUCH CLAIM AGAINST SEELIO.

(b) No Liability for non-Seelio Actions.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SEELIO BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SITE SERVICES, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER USERS OF THE SITE OR SERVICES.

11. General Provisions

(a) Michigan Law, Jurisdiction, and Forum for dispute Resolution.

In order to ensure consistency in the interpretation and enforcement of this Agreement and Seelio's rights in the Site, this Agreement will be governed exclusively by Michigan law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. You expressly agree that any litigation arising between you and Seelio related, in any way, to the Site or this Agreement, or any and all disputes, actions, claims, or causes of action related thereto, will be initiated and maintained only in the U.S. District Court for the Eastern District of Michigan, Southern Division, or the Circuit Court of the County of Washtenaw, Michigan. You expressly consent and irrevocably submit to the exclusive personal jurisdiction and venue of such courts.

(b) Entire Agreement.

This Agreement, and any other legal notices published by Seelio on the Site, will constitute the entire agreement between you and Seelio concerning the Seelio Site.

(c) Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision will be modified to the extent necessary to be valid and enforceable, and all other provisions of this Agreement will remain in full force and effect.

(d) Waiver.

The failure of Seelio to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by Seelio in writing. No waiver will be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will affect the other provisions of this Agreement.