

## 1. Introduction.

Please read this web page carefully. It contains the Terms and Conditions governing your access to and use of the LaoJee Jobs Web Site. If you do not accept these Terms and Conditions or you do not meet or comply with their provisions, you may not use the Site. If you are an employer using the Site, you may have entered into a Service Agreement with LaoJee Jobs, in which case these Terms and Conditions, including the Exhibits attached hereto, are part of and incorporated into that Service Agreement. These Terms and Conditions are effective immediately.

## 2. Binding Agreement.

These Terms and Conditions, together with all Exhibits to these Terms and Conditions (as they may be amended from time to time by LaoJee Jobs) form a binding agreement (the "Agreement") between you and LaoJee Jobs. Your access to or use of the Site indicates your acceptance of these Terms and Conditions. You are agreeing to use the Site at your own risk.

## 3. Certain Definitions.

The following definitions apply to this Agreement:

"LaoJee Jobs Web Site", or the "Site", includes [www.LaoJee.com](http://www.LaoJee.com) in its entirety and its related sites owned or operated by LaoJee Jobs, and includes their Content, Text, Graphics, Design, Programming and Services as applicable in the context.

"Content" includes all Text, Graphics, Design and Programming used on the Site.

"Text" includes all text on every page of the Site, whether editorial, navigational, or instructional.

"Graphics" includes all logos, buttons, and other graphical elements on the Site, with the exception of paid advertising banners.

"Design" includes the color combinations and the page layout of the Site.

"Programming" includes both client-side code (HTML, JavaScript, etc.) and server-side code (Active Server Pages, VBScript, databases, etc.) used on the Site.

"Document" refers to any posting to the Site, whether job or cv.

"Services" means any services provided on the Site by LaoJee Jobs or its agents.

"User" refers to any individual or entity who uses any aspect of the Site.

"Job Seeker" means a User who is accessing the Site to search for a job or in any other capacity except as an Employer.

"Employer" means a person or entity that is accessing the Site to post a job or for any reason related to the purpose of seeking candidates for employment.

"You" and "you" means the person who (or the entity on behalf of whom you are acting) that is agreeing to these Terms and Conditions.

## 4. Acceptable Use of the Site.

**4.1 General Use Rules.** The Site is intended for individuals seeking employment and for employers or recruiters seeking candidates for employment. You may use this Site only for lawful purposes within the stated context of LaoJee Jobs's intended and acceptable use of the Site. LaoJee Jobs is the sole interpreter of the Site's intended and acceptable use.

**4.2 License to Use by Users who are Job Seekers.** LaoJee Jobs hereby grants you a limited, terminable, non-exclusive right to access and use the Site only for your personal use seeking employment opportunities for yourself. This authorizes you to view and download a single copy of the material on the Site solely for your personal, noncommercial use. You agree that you are solely responsible for the content of any Document you post to the Site and any consequences arising from such posting. Your use of the Site is a privilege. LaoJee Jobs reserves the right to suspend or terminate that privilege for any reason at any time, in its sole discretion.

**4.3 License to Use by Users who are employers.** LaoJee Jobs hereby grants you a limited, terminable, non-exclusive right to access and use the Site only for your internal business use seeking candidates for employment. This authorizes you to view and download a single copy of the material on the Site solely for your personal use directly related to using the Site for the purpose of searching and recruiting job prospects. Users of the CV Database please see our Privacy Policy for further clarification. You agree that you are solely responsible for the content of any Document you post to the Site and any consequences arising from such posting. LaoJee Jobs reserves the right to suspend or terminate your access and use at any time if LaoJee Jobs determines that you are in breach of any of these Terms and Conditions. CV is provided on as is basis by **LaoJee Jobs**. Viewing, using and processing of CV shall automatically be deemed that you have read & accepted our Terms & Conditions at website [www.LaoJee.com](http://www.LaoJee.com). If you don't agree then please do not view or use CV. We do not guarantee candidate's availability, willingness or agreement to accept your offered salary, work Location, planned opening of position. We suggest you should verify Candidate's references. If you need our assistance or need more CVs please email at [RESUME@LaoJee.com](mailto:RESUME@LaoJee.com).

**4.4 Other Specific Rules.** You represent, warrant and agree that you will not use (or plan, encourage or help others to use) the Site for any purpose or in any manner that is prohibited by these Terms and Conditions or by applicable law. It is your responsibility to ensure that your use of the Site complies with these Terms and Conditions and all applicable laws.

**4.5 House Rules for Posting, Conduct and Security.** You agree to comply with the "House Rules" for posting, conduct and security on the Site, which are attached hereto as Exhibit A.

## 5. Intellectual Property Rights.

The Site and all right, title and interest in and to the Site is the sole property of LaoJee Jobs or its licensors, and is protected by U.S. copyright and international treaties. Except for the limited licenses expressly granted to you in these Terms and Conditions, LaoJee Jobs reserves for itself and its licensors all other right, title and interest. Without limitation on the foregoing, you may not reproduce, modify, display, sell, or distribute the Content, or use it in any other way for public or commercial purpose. This includes copying or adapting the HTML code used to generate Web pages on the Site. "LaoJee Jobs," the LaoJee Jobs design logo and certain other names or logos are service marks or trademarks of LaoJee Jobs, and all related product and service names, design marks and slogans are the service marks or trademarks of LaoJee Jobs. In addition, the "look" and "feel" of the Site (including color combinations, button shapes, layout, design and all other graphical elements) are also protected by LaoJee Jobs's trademarks, service marks and copyrights. All other product and service marks contained on the Site are the trademarks of their respective owners.

## **6. Disclaimers and Limitations on LaoJee Jobs's Liability.**

**6.1 Allocation of Responsibility** LaoJee Jobs assumes no responsibility for Documents posted by Users and no responsibility for the activities, omissions or other conduct of Users. LaoJee Jobs acts as a portal for the online distribution and publication of User submitted information and has no obligation to screen communications or information in advance and is not responsible for screening or monitoring Documents posted by Users. If notified by a User of a Document which allegedly does not conform to this agreement, LaoJee Jobs may investigate the allegation and determine in good faith and in its sole discretion whether to remove or request the removal of such Document. LaoJee Jobs has no liability or responsibility to Users for performance or nonperformance of such activities. LaoJee Jobs may take any action with respect to User submitted information that it deems necessary or appropriate, in its sole discretion.

**6.2 No endorsements by LaoJee Jobs.** Nothing on the Site shall be considered an endorsement, representation or warranty with respect to any User or third party, whether in regards to its web site, products, services, hiring, experience, employment or recruiting practices, or otherwise.

**6.3 No Guaranty of Results.** LaoJee Jobs is not an employment agency or a recruiting firm, and makes no representations or guarantees regarding the effectiveness or timeliness of the Site in meeting the employment objectives of Users. LaoJee Jobs does not guarantee that Documents posted by Users will result in candidates being hired or positions being filled, and is not responsible for any employment decisions, for whatever reason made, made by any User.

### **6.4 WARRANTY DISCLAIMERS**

(a) THE SITE IS PROVIDED ON AN 'AS IS' BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. LAOJEE JOBS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. LAOJEE JOBS MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE SITE.

(b) Without limitation on the foregoing:

(i) LAOJEE JOBS DOES NOT WARRANT THAT THE SITE WILL OPERATE ERROR-FREE OR THAT THE SITE AND ITS SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE SITE RESULTS DIRECTLY OR INDIRECTLY IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, LAOJEE JOBS IS NOT RESPONSIBLE FOR THOSE COSTS.

(ii) LaoJee Jobs makes no representations or guarantees regarding the truthfulness, accuracy, completeness, timeliness or reliability of any Documents posted by Users, or of any other form of communication engaged in by Users. Documents may contain inaccuracies or typographical errors. You agree that any reliance on Documents posted by Users, or on any other form of communication with Users, will be at your own risk.

(iii) LaoJee Jobs makes no representations or guarantees regarding the Content of the Site, including, but not limited to, broken links, inaccuracies or typographical errors.

### **6.5 DAMAGE LIMITATIONS, ALLOCATIONS OF LIABILITY AND EQUITABLE RELIEF.**

(a) YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE, THE INTERNET GENERALLY, AND THE DOCUMENTS YOU POST OR ACCESS AND FOR YOUR CONDUCT ON AND OFF THE SITE.

(b) IN NO EVENT SHALL LAOJEE JOBS (OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, AGENTS OR ADVERTISERS), BE LIABLE FOR ANY NON-DIRECT DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA, LOST EMPLOYMENT OPPORTUNITY, OR BUSINESS INTERRUPTION) RESULTING FROM OR ARISING UNDER OR IN CONNECTION WITH THE USE OR ACCESS TO, OR THE INABILITY TO USE OR ACCESS, THE SITE AND/OR ANY DOCUMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT LAOJEE JOBS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OR LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE LIMITATIONS SET FORTH IN THE PRECEDING PARAGRAPH MAY NOT APPLY TO YOU. IF ANY ARE HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN LAOJEE JOBS'S MAXIMUM LIABILITY TO YOU FOR ANY NON-DIRECT TYPE OF DAMAGES SHALL BE LIMITED TO U.S. \$200.00 IN THE AGGREGATE.

(d) IN NO EVENT SHALL LAOJEE JOBS (OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, AGENTS OR ADVERTISERS), BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS IN THE AGGREGATE OF US\$200.00 (OR, IF YOU ARE AN EMPLOYER WITH A SERVICES AGREEMENT WITH LAOJEE JOBS, THE AMOUNTS ACTUALLY PAID BY YOU TO LAOJEE JOBS UNDER THIS AGREEMENT IF GREATER THAN US\$200.00).

(e) Due to the nature of this Agreement, in addition to money damages, you agree that LaoJee Jobs will be entitled to equitable relief upon a breach of this agreement by you.

## **7. Payment of Services upon Termination of Service Agreement.**

If at any time during the course of this Agreement you should terminate a Service Agreement in which these Terms and Conditions have been incorporated by reference, not to include your termination in the case of breach of this Agreement or the Service Agreement by LaoJee Jobs, LaoJee Jobs shall reserve the right to receive all payments from you for the Services used by you up to termination and for fifty percent (50%) of the remaining unused portion of the Service Agreement.

## **8. Links to Other Sites.**

LaoJee Jobs contains links to third party web sites. These links are provided solely as a convenience to you and not as an endorsement by LaoJee Jobs of the contents on such third-party web sites. LaoJee Jobs is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third-party web sites. If you decide to access linked third-party web sites, you do so at your own risk.

## **9. Amendments to this Agreement and Changes to Site.**

LaoJee Jobs may revise this Agreement at any time by updating this page. Changes will be binding on you on the date they are posted on the Site (or as otherwise stated in the any notice of such changes). Any use of the Site will be considered acceptance by you of the then-current Terms and Conditions (including any Exhibits thereto). If at any time you find the Terms and Conditions unacceptable, you may not use the Site any longer. Any new or different terms supplied by you are specifically rejected by LaoJee Jobs unless LaoJee Jobs agrees to them in a signed writing specifically including those new or different terms. LaoJee Jobs may change the Site at any time.

## **10. Indemnity.**

You agree to defend, indemnify, and hold harmless LaoJee Jobs (and its officers, directors, employees and agents) from and against any third party claims, actions or demands (including, without limitation, costs, damages and reasonable legal and accounting fees) alleging or resulting from or in connection with your use of the Site, any Document posted

by you, or your breach of this Agreement. LaoJee Jobs shall use reasonable efforts to provide you prompt notice of any such claim, suit, or proceeding and may assist you, at your expense, in defending any such claim, suit or proceeding.

**11. User Information.** The Privacy Policy posted on the Site is incorporated into this Agreement by this reference. The Privacy Policy governs data collected through LaoJee Jobs's on-line operations only. Please note, as set forth in the Privacy Policy, that LaoJee Jobs may collect certain personal information from Users and may contact Users periodically in accordance with the terms of the Privacy Policy. In addition, LaoJee Jobs reserves the right to comply, in its sole discretion, with legal requirements, requests from law enforcement agencies or requests from government entities, even to the extent that such compliance may require disclosure of certain information collected from Users.

### 12. Questions and Notices.

Questions concerning the use of the Site should be directed to [Feedback](#). Notices shall be sent, for LaoJee Jobs, to the email address listed on the Site, and, for you, to the address submitted by you or such other address as LaoJee Jobs reasonably determines is an appropriate address for you.

### 13. General.

LaoJee Jobs contact information is listed on the Site. The LaoJee Jobs makes no claims that the Content is appropriate or may be downloaded outside of the United States. Access to the Content may not be legal by certain persons or in certain countries, and such persons have no right to access or use the Site. If you access LaoJee Jobs from outside of the Pakistan, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. This Agreement and your Service Agreement, if you have one, are governed by the internal substantive laws of the Pakistan, without respect to its conflict of laws principles. Jurisdiction for any claims arising under this Agreement or your Service Agreement shall lie exclusively with the state of Pakistan. The sole relationship between You and LaoJee Jobs is that of independent contractors. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of all or part of a provision shall not affect the validity of the remaining parts and provisions of this Agreement, which shall remain in full force and effect. All provisions of this Agreement shall survive termination except those granting access or use to the Site, and you shall cease all your use and access thereof immediately. You may not assign or transfer your obligations under this Agreement. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided by LaoJee Jobs in a particular "Legal Notice," or software license or material on particular Web pages of the Site, this Agreement and your Service Agreement where applicable, constitute the entire agreement between you and LaoJee Jobs.

### 14. Credit Card Payments

Not used.

#### **Exhibit A** -House Rules regarding Posting, Conduct and Security

LaoJee Jobs is the sole interpreter of these rules. Users who violate these rules may have their access and use of the Site suspended or terminated, at LaoJee Jobs's discretion. LaoJee Jobs reserves the right to change these rules in accordance with the amendment policy in the Terms and Conditions as appropriate.

#### **A1. Posting Rules:**

- (a) Your Document may not contain: (i) URLs or links to Web sites (to advertise your company or Web site, see our Advertising Info page.); (ii) copyrighted material (unless you own the copyright or have the owner's permission to post the copyrighted material); (iii) trade secrets (unless you own them or have the owner's permission to post them); (iv) material that infringes on or misappropriates any other intellectual property rights, or violates the privacy or publicity rights of others; (v) anything that is sexually explicit, obscene, libelous, defamatory, threatening, harassing, abusive, or hateful; or (vi) anything that is embarrassing or offensive to another person or entity.
- (b) You may not use your Document(s) to: (i) impersonate another person, living or dead; (ii) post false, inaccurate or misleading information; (iii) post advertisements or solicitations of business (including, but not limited to, Email Processors, Project 21, franchises, "club memberships," distributorships, or anything requiring a monetary investment by the User, including a request for payment to obtain job listings); (iv) post chain letters or pyramid schemes; or (v) post opinions or notices, commercial or otherwise.
- (c) Your Document(s) must contain sufficient detail to convey clearly to the User the nature and requirements of the job opportunity, or your qualifications as a candidate for employment. Documents that encourage the User to "email for more details" are not permitted. Documents from any third party charging a fee or restricting complete access to all cv information are prohibited.
- (d) Job postings must be individual openings for regular, permanent or temporary or contractual full-time or part-time employees.
- (e) CV postings must contain the accurate cv of a living individual seeking employment on a full-time, part-time, or contractual basis on his or her own behalf.
- (f) LaoJee Jobs is under no obligation to monitor the Documents posted on the Site, but it may monitor Documents at random. Documents found to violate the above Posting Rules may be removed at LaoJee Jobs's discretion.

#### **A2. Conduct Rules:**

- (a) You may not respond to postings by other Users in any manner or for any purpose other than that which is expected (i.e., to apply for the job or to initiate further discussion with the candidate). Communications soliciting the employer's business by our competitors are prohibited.
- (b) You may not send unsolicited commercial email to Users.
- (c) Protect your password. You are responsible for maintaining the confidentiality of your information and password. You are responsible for all uses of your registration, whether or not authorized by you. If others use your password to post inappropriate material on the Site, you risk losing your access to the Site. You agree to notify LaoJee Jobs immediately of any unauthorized use of your registration and password.
- (d) Report inappropriate postings or conduct to [Feedback](#).
- (e) You may not delete or revise any material posted by any other person or entity.
- (f) If at any time during the term of this agreement LaoJee Jobs comes to the understanding that you: (i) misled LaoJee Jobs of your business practices and/or services, or (ii) purchased services that do not represent your precise business, LaoJee Jobs reserves the right to terminate this agreement.
- (g) LaoJee Jobs is under no obligation to monitor the conduct of its Users, but it may investigate and respond when violations are reported.

### **A3. Security Rules:**

(a) Users are prohibited from violating or attempting to violate the security of the Site, including, without limitation: (i) accessing data not intended for such User or logging into a server or account which the User is not authorized to access; (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (iii) attempting to interfere with service to any User, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding", "mailbombing" or "crashing"; (iv) sending unsolicited e-mail, including promotions and/or advertising of products or services; (v) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil or criminal liability. (b) Violation of these Security Rules may result in civil or criminal liability. LaoJee Jobs will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.