

Universal News, Inc. - Terms of Use

Last Updated: 1/25/2017

THE TERMS AND CONDITIONS SET FORTH HEREIN (THE “**TERMS**“) ARE A LEGAL CONTRACT BETWEEN YOU AND WWW.PIPELINEJOBS.COM (“**UNIVERSAL NEWS, INC.**”, “**WE**” OR “**US**”). THE TERMS EXPLAIN HOW YOU ARE PERMITTED TO USE THE WEBSITE LOCATED AT WWW.PIPELINEJOBS.COM AS WELL AS ALL ASSOCIATED SITES LINKED TO UNIVERSAL NEWS, INC., ITS SUBSIDIARIES AND AFFILIATED COMPANIES (COLLECTIVELY, THE “**SITE**”), UNLESS OTHERWISE SPECIFIED, ALL REFERENCES TO “**SITE**” INCLUDE THE SERVICES AVAILABLE THROUGH THE SITE. BY USING THIS SITE OR THE SERVICES, YOU ARE AGREEING TO ALL OF THESE TERMS; IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THE SITE, ANY OF THE SERVICES, OR ANY INFORMATION OR MATERIALS CONTAINED WITHIN THE SITE. IF YOU ARE USING THE SITE FOR YOUR COMPANY’S USE, YOU REPRESENT THAT YOU ARE AN AUTHORIZED REPRESENTATIVE WHO HAS THE AUTHORITY TO LEGALLY BIND YOUR COMPANY TO THESE TERMS.

NOTE: THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH UNIVERSAL NEWS, INC. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED BELOW.

The words “**you**,” “**your**,” “**user**” or “**member**,” whether or not capitalized, as used herein, refer to all individuals and/or entities accessing or using the Site or any Services, for any reason.

UNIVERSAL NEWS, INC. may make changes to the content and features of the Site and any Services at any time, with or without notice to you. UNIVERSAL NEWS, INC. can change, update, or add or remove provisions of these Terms, at any time by posting updated Terms at <http://www.pipelinejobs.com/terms-of-use>. If we make a material modification to these Terms or the Privacy Policy, we will notify you by sending an email to the email address you have provided in your account (if any). Except as otherwise provided in this paragraph, these Terms may not be amended. By using this Site or the Services after UNIVERSAL NEWS, INC. has updated the Terms or Privacy Policy, you are agreeing to the updated terms; if you do not agree with any of the updated terms, you must stop using the Site and the Services, and cancel your Subscription (see “Subscriptions” section below for information on how to cancel your Subscription).

Eligibility

Age. Users must be at least eighteen (18) years old or the age of majority in the jurisdiction in which you reside in order to use the Site and the Services. By using the Site or the Services, you represent, acknowledge and agree that you are at least 18 years of age and have the right, authority and capacity to agree to and abide by these Terms.

Compliance with Law. You also represent that you will use the Site and Services in a manner consistent with any and all applicable laws and regulations.

Availability. Not all products and services are available in all geographic areas. Your eligibility for particular products and services is subject to final determination by Universal News, Inc. and/or its affiliates.

Termination. Universal News, Inc. may terminate these Terms and your use of the Site and Services without notice if we, in our sole discretion, believe that you are less than 18 years old, or have otherwise violated the Terms.

General Use.

Universal News, Inc. provides content and Services through the Site that are the copyrighted and/or trademarked work of Universal News, Inc. or Universal News, Inc.'s third-party licensors and suppliers or other users of the Site (collectively, the "Materials"). Materials may include logos, graphics, video, images, software and other content. Universal News Inc. hereby grants you a limited, personal, non-exclusive and non-transferable license to use and to display the Materials and to use the Site and the Services solely for your personal use. Except for the foregoing license, you have no other rights in the Site, the Services or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Site, the Services or the Materials in any manner.

If you breach any of these Terms, the above license will terminate automatically and you must immediately destroy any downloaded or printed Materials.

Using the Site and Services.

You may be able to view portions of the Site, without registering with Universal News, Inc. as a registered user. However, in order to access certain password-restricted areas of the Site and to use certain Services and Materials offered on and through the Site, you must register at the Site for an account and receive a password, and must also choose a subscription level (see "Subscriptions" section below for more information). You can register with us at the Site; once you have registered, your username and password can be used at the Site.

Password-Restricted Areas of Site and Use of the Services.

If you desire to register for an account with the Universal News, Inc., you must submit certain information through the account registration page on the Site, including your name and email address. Once you have submitted your account registration information, Universal News, Inc. shall have the right to approve or reject the requested registration, in our sole discretion.

You are responsible for maintaining the confidentiality of your Universal News, Inc. password ("**Password**"), and you are responsible for all activities that occur using your Password. You agree not to share your Password, let others access or use your Password or do anything else that might jeopardize the security of your Password. You agree to notify Universal News, Inc. if your

Password is lost or stolen, if you are aware of any unauthorized use of your Password on the Site, or if you know of any other breach of security in relation to the Site.

All the information that you provide when registering for an account and otherwise through the Site must be accurate, complete and up to date. You may change, correct or remove certain information from your account by logging into your account at the Site and making the desired changes to your account information.

By registering for an account with Universal News, Inc., you become a “Member” with access to certain password-restricted areas of the Site and certain Services and Materials offered on and through the Site (a “Subscription”). Each Membership and the rights and privileges provided to a Member is personal and non-transferable. All sales and payments of Membership fees will be in US Dollars. All Membership fees are non-refundable under any circumstances.

We offer different Subscription options. The fee that we will charge you for your Subscription will be the price posted on the Site on the date that you register as a Member. Universal News, Inc. reserves the right to change prices for Subscriptions at any time, upon notice, and does not provide price protection or refunds in the event of promotions or price decreases.

You may pay for your Membership fee through the Site only with credit and debit card payments (Visa, MasterCard, American Express, and Discover). We will charge your credit or debit card for your first Subscription fee on the date that we process your order for your Subscription. Once your credit or debit card is charged the first Subscription fee, you will receive a confirmation e-mail notifying you of your ability to access those Subscription-only portions of, and Materials on, the Site.

IMPORTANT NOTICE: UNIVERSAL NEWS, INC. WILL AUTOMATICALLY RENEW YOUR SUBSCRIPTION ON THE DAY YOUR CURRENT SUBSCRIPTION PERIOD EXPIRES (THE “RENEWAL DATE”), AND UNIVERSAL NEWS INC. WILL CHARGE YOUR CREDIT OR DEBIT CARD WITH THE APPLICABLE SUBSCRIPTION FEE AND ANY SALES OR SIMILAR TAXES THAT MAY BE IMPOSED ON YOUR MEMBERSHIP FEE PAYMENT ON THE RENEWAL DATE, UNLESS YOU CANCEL PRIOR TO THE RENEWAL DATE (SEE BELOW FOR INSTRUCTIONS ON HOW TO DISABLE AUTO-RENEWAL OF SUBSCRIPTIONS).

YOU MAY CANCEL YOUR SUBSCRIPTION AT ANY TIME BY OPTING OUT OF AUTO-RENEW IN YOUR ACCOUNT OR EMAILING info@pipelinejobs.com, PROVIDED THAT ANY SUBSCRIPTION FEES CHARGED PRIOR TO THE EFFECTIVE DATE OF CANCELLATION WILL NOT BE REFUNDED, IN WHOLE OR IN PART. YOU WILL NOT BE ELIGIBLE FOR A PRO-RATED REFUND OF ANY PORTION OF THE SUBSCRIPTION FEES PAID FOR ANY UNUSED DAYS OF THE THEN-CURRENT SUBSCRIPTION TERM. UNIVERSAL NEWS, INC. REQUIRES A REASONABLE AMOUNT OF TIME TO PROCESS YOUR SUBSCRIPTION CANCELLATION REQUEST. IF YOU CANCEL YOUR SUBSCRIPTION, YOU WILL ENJOY YOUR SUBSCRIPTION BENEFITS UNTIL THE EXPIRATION OF THE THEN-CURRENT SUBSCRIPTION TERM FOR WHICH YOU

HAVE PAID, AND YOUR SUBSCRIPTION BENEFITS WILL EXPIRE AT THE END OF THE THEN-CURRENT SUBSCRIPTION TERM.

You will be liable for paying any and all applicable sales and use taxes for the purchase of your Subscription based on the mailing address that you provide when you register as a Member, and you authorize Universal News, Inc. to charge your credit or debit card for any such applicable taxes.

Universal News, Inc. reserves the right to modify pricing at any time, upon advance notice to you. If you have not cancelled your Subscription or turned off the auto-renew function within the specified time after receiving notice of a price change, your membership subscription will auto-renew at the price indicated in your notice.

You may choose to turn off the auto-renew function by logging in at the Site and visiting your profile page or email info@pipelinejobs.com for assistance.

Electronic Communications.

By using the Site and/or the Services, you consent to receiving electronic communications from Universal News, Inc. These electronic communications may include information about Universal News, Inc. Services and features of the Site, notices about applicable fees and charges, transactional information and other information concerning or related to the Site and/or Services. These electronic communications are part of your relationship with Universal News, Inc. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Privacy Policy.

Please review universal News, Inc.'s Privacy Policy, which explains how we treat the information that we collect about you through the Site. You agree that we may treat your personal information in accordance with our Privacy Policy, which is incorporated by reference into these Terms.

Links to Third Party Sites.

The Site may be linked to or may link to third party websites and applications that are not operated by Universal News, Inc., including, without limitation, social networking, blogging and similar websites through which you may be able to connect using the Site, and other sites that provide question-and-answer forum functionality or allow you to submit information (collectively, "Third Party Sites"). Certain areas of the Site may allow you to interact and/or conduct transactions with such Third Party Sites, and, if applicable, allow you to configure your privacy settings in your Third Party Site account to permit your activities on the Site to be shared with your contacts in your Third Party App account and, in certain situations, you may be transferred to a Third Party Site through a link but it may appear that you are still on our Site. In any case, you acknowledge and agree that the Third Party Sites may have different privacy

policies and terms and conditions and/or user guides and business practices than Universal News, Inc., and you further acknowledge and agree that your use of such Third Party Sites is governed by the respective Third Party Site privacy policy, terms and conditions, and/or user guides. You hereby agree to comply with any and all terms and conditions, users guides and privacy policies of any of Third Party Sites. Universal News, Inc. provides links to the Third Party Sites to you as a convenience. Universal News, Inc. does not verify, make any representations or take responsibility for such Third Party Sites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third Party Sites. **YOU AGREE THAT UNIVERSAL NEWS, INC. WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD PARTY.** Any reference on the Site to any product, service, publication, institution, organization of any third party entity or individual does not constitute or imply Universal News, Inc.'s endorsement or recommendation.

Third Party Content.

Certain information and other content that are not User Content (defined below) may be provided by third party licensors and suppliers to Universal News, Inc. ("Third Party Content"). The Third Party Content is, in each case, the copyrighted and/or trademarked work of the creator/licensor. You agree to only display the Third Party Content on your personal computer solely for your personal use. You acknowledge and agree that you have no right to download, cache, reproduce, modify, display (except as set forth in this paragraph), edit, alter or enhance any of the Third Party Content in any manner unless you have permission from the owner of the Third Party Content. **UNIVERSAL NEWS, INC. DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES AND CONDITIONS WITH REGARD TO THIRD PARTY CONTENT, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

User Content.

You are responsible for the information, opinions, messages, comments, photos, videos, graphics, sounds and other content or material that you submit, upload, post or otherwise make available on or through the Site and/or the Services (each a "Submission"). You may not upload, post or otherwise make available on the Site any material protected by copyright, trademark, or any other proprietary right without the express permission of the owner of such copyright, trademark or other proprietary right owned by a third party, and the burden of determining whether any material is protected by any such right is on you. You shall be solely liable for any

damage resulting from any infringement of copyrights, trademarks, proprietary rights, violation of contract, privacy or publicity rights or any other harm resulting from any Submission that you make. You have full responsibility for each Submission you make, including its legality, reliability and appropriateness.

Unless otherwise explicitly stated herein or in the Privacy Policy, you agree that any User Content submitted, uploaded, posted or otherwise made available by you in connection with your use of the Site, and/or Services is provided on a non-proprietary and non-confidential basis. You hereby grant to Universal News, Inc. a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare compilations and derivative works of, publish, transmit and distribute your User Content, or any portion thereof, and to publish, transmit, distribute and sell compilations and derivative works of your User Content, in any form, medium or distribution method now known or hereafter existing, known or developed. Universal News, Inc. may modify or adapt your User Content in order to transmit, display or distribute them over computer networks and in various media and/or make changes to your User Content as necessary to conform and adapt them to any requirements or limitations of any networks, devices, services or media. You agree to pay for all royalties, fees, damages and any other monies owing any person by reason of any User Content posted by you to or through the Site. When you provide User Content you agree that such User Content shall not be in violation of the “Unauthorized Activities” paragraph below. **Those prohibitions do not require Universal News, Inc. to monitor, police or remove any User Content or other information submitted by you or any other user.**

Unauthorized Activities.

When using the Site and/or the Services, you agree not to:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Use racially, ethnically, or otherwise offensive language.
- Discuss or incite illegal activity.
- Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated).
- Post anything that exploits children or minors or that depicts cruelty to animals.
- Post any copyrighted or trademarked materials without the express permission from the owner.
- Use any false or inaccurate information for purposes of registering as a user of the Site.
- Delete or revise any material or other information of any other user of the Site, or otherwise alter the opinions or comments posted by others on the Site.
- Disseminate any unsolicited or unauthorized advertising, promotional materials, ‘junk mail’, ‘spam’, ‘chain letters’, ‘pyramid schemes’, or any other form of such solicitation.
- Use any robot, spider, scraper or other automated means to access the Site.
- Use the Site, the Services or the Materials for any commercial or pecuniary purpose.
- Use the Site in any manner that is harmful to others.

- Attempt to modify, adapt, translate, decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Site, the Services, or the Materials.
- Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site.
- Remove any copyright, trademark or other proprietary rights notice from the Site or materials originating from the Site.
- Frame or mirror any part of the Site without Universal News, Inc. prior written consent.
- Create a database by systematically downloading and storing any content.
- Use the Site in a manner that intentionally or unintentionally violates any applicable local, state, national or international law, or in a manner that is inappropriate, harmful or offensive.
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure or may otherwise harm, disrupt or overburden the Site.

This list of prohibitions provides examples and is not complete or exclusive. Universal News, Inc. reserves the right to (a) terminate access to your account, your ability to post to the Site (or use the Services) and (b) refuse, delete or remove any User Content; with or without cause and with or without notice, for any reason or no reason, or for any action that Universal News, Inc. determines, in its sole discretion, is inappropriate or disruptive to the Site or to any other user of the Site and/or Services. **Universal News, Inc. may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at Universal News, Inc.'s discretion, Universal News, Inc. will cooperate with law enforcement agencies in any investigation of alleged illegal activity on the Site or on the Internet.**

Unauthorized use of any Materials or Third Party Content contained on the Site may violate certain laws and regulations. You agree to indemnify and hold Universal News, Inc. and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees and costs of defense) Universal News, Inc. or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that your use of the Site or the use of the Site by any person using your user name and/or password (including without limitation, your participation in the posting areas or, your User Content) violates any applicable law or regulation, or the copyrights, trademark rights or other rights of any third party.

Proprietary Rights.

Trademarks, names and logos on the Site are the property of their respective owners. Unless otherwise specified in these Terms, all information and screens appearing on the Site, including documents, services, design, text, graphics, logos, images and icons, as well as the arrangement thereof, are the sole property of Universal News, Inc. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

Intellectual Property Infringement.

Universal News, Inc. respects the intellectual property rights of others, and we ask you to do the same. Universal News, Inc. may, in appropriate circumstances and at our discretion, terminate service and/or access to the Site for users who infringe the intellectual property rights of others. If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on our Site, please provide Universal News, Inc. designated agent the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- 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 at the Site, and information reasonably sufficient to permit Universal News, Inc. to locate the material.
- Information reasonably sufficient to permit Universal News, Inc. to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Universal News, Inc. notice of claims of copyright or trademark infringement on the Site can be reached as follows:

Universal News, Inc.

PO Box 227

Fischer, TX 78623

E-mail: info@pipelinejobs.com

Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

Submitting a DMCA Counter-Notification

We will notify you that we have removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a valid DMCA take-down notice that we have received. If you receive such notice from us, you may provide us with a counter-notification in writing to Universal News, Inc.'s designated agent that includes all of the following information:

- your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which Universal News, Inc. may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

Termination of Repeat Infringers.

Universal News, Inc. reserves the right, in its sole discretion, to terminate the account or access of any user of our Site and/or Service who is the subject of repeated DMCA or other infringement notifications.

Disclaimer of Warranties.

Your use of the Site and/or the Services is at your own risk. The Materials have not been verified or authenticated in whole or in part by Universal News, Inc., and they may include inaccuracies or typographical or other errors. Universal News, Inc. does not warrant the accuracy of timeliness of the Materials contained on the Site. Universal News, Inc. has no liability for any errors or omissions in the Materials, whether provided by Universal News, Inc., our licensors or suppliers or other users.

UNIVERSAL NEWS, INC, FOR ITSELF AND ITS LICENSORS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE SITE, THE SERVICES, OR ANY MATERIALS, RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THE SITE, INCLUDING WITHOUT LIMITATION THE MATERIALS, ANY USER CONTENT AND ANY THIRD PARTY CONTENT. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE, THE SERVICES, AND MATERIALS, AND ANY INFORMATION CONTAINED OR PRESENTED ON THE SITE IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" AND "WHERE-IS" BASIS WITH NO WARRANTY OF IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. UNIVERSAL NEWS INC. DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER.

Limitation of Liability.

Universal News, Inc. shall not be responsible for any employment decisions, for whatever reason, made by any entity in connection with projects posted on or through the Site. You acknowledge and agree that you are solely responsible for the accuracy, form and substance of any of your User Content. You further acknowledge and agree that you are responsible for evaluating any Materials (including but not limited to project postings) and that Universal News, Inc. shall not be responsible for your career decisions.

UNIVERSAL NEWS, INC. SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM THE SITE. IN NO EVENT SHALL UNIVERSAL NEWS, INC. BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF UNIVERSAL NEWS, INC. KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE.

UNIVERSAL NEWS, INC.'S MAXIMUM TOTAL, AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SITE AND ANY MATERIALS OR SERVICES PROVIDED THEREIN, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL IN NO EVENT EXCEED THE TOTAL AMOUNT YOU HAVE PAID TO UNIVERSAL NEWS, INC. WITHIN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE CLAIM FIRST AROSE.

Local Laws; Export Control.

Universal News, Inc. controls and operates the Site from its headquarters in the United States of America, and the Materials may not be appropriate or available for use in other locations. If you use the Site outside the United States of America, you are responsible for following applicable local laws.

If you send or transmit any communications, comments, questions, suggestions, or related materials to Universal News, Inc., whether by letter, email, telephone, or otherwise (collectively, "Feedback"), suggesting or recommending changes to the Site, any Services or Materials, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and Universal News, Inc. is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. You understand and agree that Universal News, Inc. is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

Dispute Resolution and Arbitration; Class Action Waiver.

Please read this carefully. It affects your rights.

Most customer concerns can be resolved quickly and to a customer's satisfaction by contacting us at info@pipelinejobs.com This Provision facilitates the prompt and efficient resolution of any disputes that may arise between you and Universal News, Inc. Arbitration is a form of private dispute resolution in which persons with a dispute waive their rights to file a lawsuit, to proceed in court and to a jury trial, and instead submit their disputes to a neutral third person (or arbitrator) for a binding decision. You have the right to opt-out of this Provision (as explained below), which means you would retain your right to litigate your disputes in a court, either before a judge or jury.

Please read this Provision carefully. It provides that all Disputes between you and Universal News, Inc. shall be resolved by binding arbitration. Arbitration replaces the right to go to court. In the absence of this arbitration agreement, you may otherwise have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, but not limited to, class actions). Except as otherwise provided, entering into this agreement constitutes a waiver of your right to litigate claims and all opportunity to be heard by a judge or jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow this agreement and can award the same damages and relief as a court (including attorney's fees).

For the purpose of this Provision, "Universal News, Inc." means Universal News, Inc. and its parents, subsidiary, and affiliate companies, and each of their respective officers, directors, employees, and agents. The term "Dispute" means any dispute, claim, or controversy between you and Universal News, Inc. regarding any aspect of your relationship with Universal News, Inc., whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Provision (with the exception of the enforceability of the Class Action Waiver clause below). "Dispute" is to be given the broadest possible meaning that will be enforced, and shall include any claims against other parties relating to services or products provided or billed to you (such as Universal News, Inc. licensors, suppliers, dealers or third party vendors) whenever you also assert claims against us in the same proceeding.

WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS PROVISION.

Pre-Arbitration Claim Resolution

For all Disputes, whether pursued in court or arbitration, you must first give Universal News, Inc. an opportunity to resolve the Dispute. You must commence this process by mailing written notification to

Universal News, Inc., P O Box 227, Fischer, TX 78623

That written notification must include (1) your name, (2) your address, (3) a written description of your Claim, and (4) a description of the specific relief you seek. If Universal News, Inc. does not resolve the Dispute within 45 days after it receives your written notification, you may pursue your Dispute in arbitration. You may pursue your Dispute in a court only under the circumstances described below.

Exclusions from Arbitration; Right to Opt Out

Notwithstanding the above, you or Universal News, Inc. may choose to pursue a Dispute in court and not by arbitration if (a) the Dispute qualifies, it may be initiated in small claims court; or (b) **YOU OPT-OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THIS AGREEMENT** (the “Opt-Out Deadline”). You may opt out of this Provision by mailing written notification to:

Universal News, Inc., P O Box 227, Fischer, Texas 78623

Your written notification must include (1) your name, (2) your address, and (3) a clear statement that you do not wish to resolve disputes with Universal News, Inc. through arbitration. Your decision to opt-out of this Arbitration Provision will have no adverse effect on your relationship with Universal News, Inc. **Any opt-out request received after the Opt-Out Deadline will not be valid and you must pursue your Dispute in arbitration or small claims court.**

Arbitration Procedures

If this Provision applies and the Dispute is not resolved as provided above (Pre-Arbitration Claim Resolution) either you or Universal News, Inc. may initiate arbitration proceedings. The American Arbitration Association (“AAA”), www.adr.org, or JAMS, www.jamsadr.com, will arbitrate all Disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration, and shall in no event be commenced as a class arbitration. All issues shall be for the arbitrator to decide, including the scope of this Provision.

For arbitration before AAA, for Disputes of less than \$75,000, the AAA’s Supplementary Procedures for Consumer-Related Disputes will apply; for Disputes involving \$75,000 or more, the AAA’s Commercial Arbitration Rules will apply. In either instance, the AAA’s Optional Rules For Emergency Measures Of Protection shall apply. The AAA rules are available at

www.adr.org or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available at www.jamsadr.com or by calling 1-800-352-5267. This Provision governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action procedures or rules apply to the arbitration.

Because the Site and these Terms concern interstate commerce, the Federal Arbitration Act (“FAA”) governs the arbitrability of all Disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

Arbitration Award — The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be final and binding on the parties, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Location of Arbitration — you or Universal News, Inc. may initiate arbitration in either Comal County, Texas, or the federal judicial district that includes your billing address. In the event that you select the federal judicial district that includes your billing address, Universal News, Inc. may transfer the arbitration to Comal County, Texas, in the event that it agrees to pay any additional fees or costs you incur as a result of the transfer, as determined by the arbitrator.

Payment of Arbitration Fees and Costs — Universal News, Inc. will pay all arbitration filing fees and arbitrator’s costs and expenses upon your written request given prior to the commencement of the arbitration. You are responsible for all additional fees and costs that you incur in the arbitration, including, but not limited to, attorneys or expert witnesses. Fees and costs may be awarded as provided pursuant to applicable law. In addition to any rights to recover fees and costs under applicable law, if you provide notice and negotiate in good faith with Universal News, Inc. as provided in the section above titled “Pre-Arbitration Claim Resolution” and the arbitrator concludes that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorney’s fees and costs as determined by the arbitrator.

Class Action Waiver

Except as otherwise provided in this Provision, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless both you and Universal News, Inc. specifically agree to do so following initiation of the arbitration. **If you choose to pursue your Dispute in court by opting out of the Arbitration Provision, as specified above, this Class Action Waiver will not apply to you. Neither you, nor any other user of the Site can be a class representative, class member, or**

otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

Jury Waiver

You understand and agree that by entering into this Agreement you and Universal News, Inc. are each waiving the right to a jury trial or a trial before a judge in a public court. In the absence of this Provision, you and Universal News, Inc. might otherwise have had a right or opportunity to bring Disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided below, those rights are waived. Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited or may also be waived.

Severability

If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision, and the remainder of this Provision will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable and the Dispute will be decided by a court.

Continuation

This Provision shall survive the termination of your service with Universal News, Inc. or its affiliates. Notwithstanding any provision in this Agreement to the contrary, we agree that if Universal News, Inc. makes any change to this Provision (other than a change to the Notice Address), you may reject any such change and require Universal News, Inc. to adhere to the language in this Provision if a dispute between us arises.

Universal News, Inc. may discontinue, suspend or terminate your access to the Site, the Services and/or your account, without notice or liability for any violation of these Terms or for any other use of the Site, the Services, or the Materials that Universal News, Inc., at its sole discretion, deems improper. Universal News, Inc. may also discontinue offering the Site, the Materials or any of the Services, or may modify any portion of the Site, the Materials or the Services at any time with or without notice to you.

Universal News, Inc. prefers to advise you if we feel you are not complying with these Terms and to recommend any necessary corrective action. However, certain violations of these Terms, as determined by Universal News, Inc., may result in immediate termination of your access to the Site without prior notice to you. The Federal Arbitration Act, Texas state law and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. The United Nations on Contracts for the International Sale of Goods and any laws based on the Uniform Computer Information Transactions Act (UCITA) shall not apply to this Agreement. Except for Disputes subject to arbitration as described above, any disputes relating to these Terms and the Site will be heard in the courts located in Comal County in the State of Texas. If any provision of these Terms is found to be invalid by any court

having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect.

Universal News, Inc.'s failure to enforce any term of these Terms shall not be deemed as a waiver of such term or otherwise affect Universal News, Inc.'s ability to enforce such term at any point in the future. These Terms are the entire agreement between you and Universal News, Inc. and supersede all prior or contemporaneous negotiations, discussions or agreements between you and Universal News, Inc. about the Site. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

Contact Us.

If you have any questions about these Terms or otherwise need to contact Universal News, Inc. for any reason, you can reach us at info@pipelinejobs.com.