

# Skip: Terms of Use

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These Terms of Use and Privacy Policy apply to edskip.com and newsletter.edskip.com, as well as any other affiliated Sites, digital services, or applications on which a link to these Terms of Use appears (collectively, the Site). As used herein, the Owner refers to Skip, LLC (which is owned by Chelsea Avirett).

These Terms of Use apply to all visitors (which shall include persons and representatives of all legal entities, whether such representatives are persons or digital engines of a kind that crawls, indexes, scrapes, copies, stores or transmits digital content).

These Terms of Use may be modified at any time and from time to time; the date of the most recent revisions will appear on this page, so check back periodically. You agree that your use of the Site is subject to the Terms of Use then in effect. Continued access to the Site by you following any modification in the Terms of Use will constitute your acceptance of the Terms of Use as modified. If you do not agree to be bound by all of the terms set forth below, do not use this Site.

## WEBSITE PROVIDED AS-IS, AS-AVAILABLE

A. The materials comprising the Site are provided by the Owner as a service to you for your noncommercial, personal use on an as-is, as-available basis. Commercial use includes sharing content you find on the site (without clear attribution and link to Owner's site) on social media. You acknowledge that you are using the Site at your own risk.

B. Owner assumes no responsibility for any errors or omissions in the materials comprising the Site. The Owner makes no commitment to update the information on the Site after your paid subscription has expired. No advice or information given by the Owner or any other party on the Site shall create any warranty or liability. Further, Owner is not responsible for any content transmitted or posted to the Site by a third party. Any such third party content does not necessarily represent the opinions, beliefs, or positions of the Owner.

C. Owner periodically schedules system downtime for maintenance and other purposes. Unplanned outages also may occur. Owner shall have no liability for the resulting unavailability of the Site or for any loss of data or transactions caused by planned or unplanned system outages, or any outages of webhost providers.

D. Owner makes no, and expressly disclaims any, representations or warranties, express or implied, regarding the Site, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. Owner makes no, and expressly disclaims any, warranties, express or implied, regarding the correctness, accuracy, completeness,

timeliness, and reliability of the text, images, graphics, links to other Sites and any other items on the Site or accessed via the Site, or that the Site will be uninterrupted, error-free or free of viruses or other harmful components. Under no circumstances shall the Owner, its affiliates, or any of their respective partners, officers, directors, employees, agents or representatives be liable for any damages whatsoever, whether direct, indirect, special or consequential damages for lost revenues, lost profits, or otherwise, arising from or in connection with this Site, the materials contained herein, or the Internet generally. These disclaimers of warranties and limitations of liability shall apply to the fullest extent permitted by applicable law.

#### COPYRIGHT

A. All materials contained in the Site, including software, text, videos, photographs, images, sound files and other materials (collectively, Content), are protected by copyright laws, and may not be reproduced, republished, distributed, transmitted, sold, displayed, broadcast or otherwise exploited in any manner without the express prior written permission of either the Owner or, in the case of content licensed by the Owner from third parties, the entity that is credited as the copyright holder of such licensed content. Unauthorized use of Content may violate copyright, trademark and other laws. You have no rights in or to the Content and you may not use the Content except as permitted under these Terms of Use. You may download freely-accessible Content (one copy per page) from the Site for your personal and non-commercial use only, without altering or removing any trademark, copyright or other notice from Content. Any third party materials transmitted or posted to the Site become the copyrighted property of the Owner, and may be used, reproduced, published, distributed, transmitted, sold, displayed, broadcast or otherwise exploited by the Owner. If you violate these Terms of Use, your permission to access the Site terminates and you must immediately destroy any copies you have made of the Content.

B. Owner does not permit infringement of intellectual property rights on the Site. If you believe that any Content on the Site infringes your copyright or other intellectual property rights, you may notify the Owner by providing the information required by the Online Copyright Infringement Liability Limitation Act section of the Digital Millennium Copyright Act, 17 U.S.C. 512 (c)(3), to the Owner at 639 Main St, Rockland, ME 04841 or [chelsea@edskip.com](mailto:chelsea@edskip.com).

#### IMPERMISSIBLE USES OF THE WEBSITE

A. You agree not to: (a) systematically retrieve data or other Content from the Site to create or compile, directly or indirectly, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots or otherwise; (b) use any trademarks, trade names or other intellectual property of the Owner or any other party from the Site as metatags on other Sites, to disparage any party or in any manner that may damage any goodwill in the intellectual property; and (c) collect usernames and/or email addresses of other users by electronic or other means for the purpose of sending unsolicited email or other communications.

B. The following activities on the Site are expressly prohibited: (i) any use of the Site, which in Owner's sole judgment, degrades the reliability, speed, or operation of the Site or any underlying hardware or software thereof, and (ii) any use of the Site which is unlawful or in

violation of these Terms of Use. C. Owner, and all other trademarks, trade names, logos and other intellectual property owned by the Owner are the property of the Owner and cannot be used without the Owner's express prior written permission.

C. When you purchase a paid subscription, you are purchasing an *individual* subscription to be used solely for your own job search.

If you are sourcing jobs for your clients, you will either need to purchase a *sourcing license* (contact us for details) or do the following:

- (a) insure that *every* job you share includes attribution language and our URL. An example: 'I found this on Skip's curated job board at [edskip.com](https://edskip.com).'
- (b) share jobs with your clients *individually* — this means you share one or more jobs with only a single client at a time
- (c) you may email multiple jobs a week to multiple clients (i.e. in a weekly email roundup), if you link directly to edskip.com and do not link separately to a different website. You will also need to include attribution language next to the URL.

You may share jobs that are publicly available to all users on Skip's website so long as you link back to Skip's website. You may not share jobs you found on Skip without clearly attributing where you sourced them.

#### USER ACCOUNTS AND PASSWORDS

A. To use certain optional features and functions of the Site, users may be given the opportunity to create user accounts with passwords. You agree to maintain the confidentiality of your user account information and password(s) and you agree not to use your user account(s) or password(s) for any unauthorized purpose. By creating any user account, you represent, warrant and certify that you are at least thirteen (13) years of age.

B. You are responsible for actions undertaken by those using your user account(s) and password(s). Owner, in its sole discretion, may suspend or terminate your user account(s) for any reason without notice, including but not limited to if you or anyone using your user account(s) or password(s) violates or attempts to violate these Terms of Use.

C. Owner may, in appropriate circumstances, terminate your user account(s), if you are determined to be a repeat infringer. You may be determined to be a repeat infringer if the Owner determines that you have posted or transmitted infringing User Content more than once. If you are a paid subscriber, you will not receive a refund if you are terminated for violating the terms of use for this Site.

**PRIVACY POLICY** The Owner has established a Privacy Policy (which is set forth below) as modified from time to time, which explains how information is collected on the Site and used. The Privacy Policy is part of these Terms of Use and is incorporated herein by reference.

**PLEASE BE ADVISED THAT OWNER IS NOT A PARTY TO ANY TRANSACTION BETWEEN A JOB SEEKER AND COMPANY.** The Site acts as a venue to allow a member of this Site (each, a member) to view jobs from companies. Owner is not involved in any further interactions between job seekers and companies even though Owner may from time to time provide tools that enable a member or visitor to the Site to enter into a transaction directly with a company. As a result, the quality, safety or legality of the products and services advertised, the truth or accuracy of the products and services listed (including the content thereof or any product and

service review), the ability of members to buy or rent products and services, the value or fulfillment of any complementary add-ons or features that may be offered in connection with any product or service advertised in an effort to attract advertising, such as complementary gift cards or other complementary products or services or the ability of users to pay for products and services are solely the responsibility of the users.

**CHANGES TO SITE** Owner may change, suspend or discontinue any aspect of the Site at any time, including the availability of any Site features, database, or content. Owner may also impose limits on certain features or services or restrict your access to parts or all of the Site without notice or liability.

**DATA TRANSMITTAL** Each user acknowledges and agrees that, regardless of such user's physical location, Owner may store and process any data transmitted to the Site from such user at locations both within and outside of the United States

#### **IDENTITY VERIFICATION**

A. User verification on the Internet is difficult and Owner cannot and does not confirm each user's purported identity. Owner encourages you to communicate directly with a prospective buyer or user through the tools available on the Site.

B. You agree to (i) keep your password and online ID secure and strictly confidential, providing it only to authorized users of your account, (ii) instruct each person to whom you give your online ID and password that he or she is not to disclose it to any unauthorized person, (iii) notify Owner immediately and select a new online ID and password if you believe your password may have become known to an unauthorized person, and (iv) notify Owner immediately if you are contacted by anyone requesting your online ID and password. When you give someone your online ID and online password, you are authorizing that person to access and use your account, and you are responsible for any and all transactions that person performs while using your account, even those transactions that are fraudulent or that you did not intend or want performed.

C. EACH USER ACKNOWLEDGES AND AGREES THAT: (i) NEITHER THE SITE NOR ANY OF ITS AFFILIATES WILL HAVE ANY LIABILITY TO ANY USER FOR ANY UNAUTHORIZED TRANSACTION MADE USING ANY USER'S PASSWORD THAT OCCURS BEFORE SUCH USER HAS NOTIFIED US OF POSSIBLE UNAUTHORIZED USE OF SUCH PASSWORD AND OWNER HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE; AND (ii) THE UNAUTHORIZED USE OF YOUR ONLINE ID AND PASSWORD COULD CAUSE YOU TO INCUR LIABILITY TO BOTH THE SITE AND OTHER USERS. Further, Owner may suspend or cancel your listing at any time even without receiving notice from you if Owner suspects that your password is being used in an unauthorized or fraudulent manner.

#### **RELEASE**

A. IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE OTHER USERS OF THE SITE (INCLUDING, WITHOUT LIMITATION, ANY DISPUTE BETWEEN OTHER USERS

REGARDING ANY TRANSACTION), YOU HEREBY AGREE TO RELEASE, REMISE AND FOREVER DISCHARGE OWNER AND ANY MEMBER OF THE SITE, EACH OF THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, AND ALL OTHER RELATED PERSONS OR ENTITIES FROM ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS, AND DISBURSEMENTS OF ANY NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER ARISE FROM, RELATE TO, OR ARE CONNECTED WITH SUCH DISPUTE AND/OR YOUR USE OF THE SITE. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

INDEMNITY YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD OWNER AND ANY MEMBER OF THE SITE (COLLECTIVELY, THE INDEMNIFIED PARTIES) HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND COSTS INCURRED BY THE INDEMNIFIED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF YOUR USE OF THE SITE (INCLUDING, WITHOUT LIMITATION, ANY DISPUTE BETWEEN USERS REGARDING ANY TRANSACTION), ANY CONTENT POSTED BY YOU TO THE SITE OR ANY BREACH BY YOU OF THESE TERMS OR THE REPRESENTATIONS, WARRANTIES AND COVENANTS MADE BY YOU HEREIN, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS. YOU SHALL COOPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENSE OF ANY CLAIM. OWNER RESERVES THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU AND YOU SHALL NOT IN ANY EVENT SETTLE ANY MATTER WITHOUT OUR WRITTEN CONSENT.

#### CANCELING AND DISABLING OF SUBSCRIPTIONS

A. Quarterly and Annual Subscriptions. All subscriptions are sold to run the full term that is chosen by the member. Quarterly and annual subscriptions can be cancelled at any time. Cancelling a subscription will not disable the subscription. Upon cancellation, a subscription will continue to run through the end of the term in which it was cancelled. No refunds or extensions of time are available for canceled subscriptions. Please take this into account prior to adding additional yearly listings or upon renewal of your yearly subscription. If you have any questions about disabling or canceling your subscription, please contact Owner.

B. Monthly Subscriptions. All subscriptions are sold to run the full term that is chosen by the member. Monthly subscriptions (one year and two year) can be cancelled at any time. Cancelling a subscription will not disable the subscription. Upon cancellation, a subscription will continue to run through the end of the term in which it was cancelled. No refunds or extensions of time are available for canceled subscriptions. Please take this into account prior to adding additional yearly listings or upon renewal of your yearly subscription. If you have any questions about disabling or canceling your subscription, please contact Owner.

C. If any member is in breach of these Terms or its obligations then Owner may immediately remove such member's listing from the Site without notice to the member and without refund.

#### PAYMENT TO OWNER

A. General. Payment for monthly subscriptions must be made in U.S. Dollars paid either by major credit card or debit card. Payment for annual subscriptions must be made in U.S. Dollars paid either by major credit or debit card, or a check drawn on a U.S. bank. Owner does not store your credit card information on Owner's servers, and Owner does not keep credit card numbers on any server in any file or database, rather, Owner will recall your credit card information from Owner's payment provider (currently: Stripe) when and if needed for any auto-renewal of your subscription.

B. Automatic Renewal. As of March 8, for any subscription paid for via credit card, such subscription shall automatically renew at the expiration of the then-current term for an additional term of the same duration as the initial term and at the then-current non-promotional subscription rate. This automatic renewal feature allows your service to remain uninterrupted at the expiration of your then-current term. If you do not wish for your subscription to be automatically renewed, you must manually cancel your subscription. Upon any such manual cancellation, your subscription will remain active through the expiration of your then-current subscription term; however your subscription will not be automatically renewed upon the expiration of your then current term. If your subscription is cancelled at the end of your then-current subscription term for any reason and you thereafter desire to renew your subscription, you will be required to pay the then-current non-promotional subscription rate to activate a new subscription. If you do not cancel your subscription or if you continue to use Owner's subscription service, you re-affirm and authorize Owner to charge your credit card at the end of each subscription term for an additional term of the same duration as the initial term and at the then-current non-promotional subscription rate. You agree to be responsible for any such charges, and Owner reserves the right to obtain payment directly from you if necessary. You must cancel your subscription before it renews in order to avoid billing of subscription fees for the renewal term to your credit card.

**MANDATORY ARBITRATION** Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

**ENTIRE AGREEMENT** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

[Privacy Policy](#)

This Privacy Policy discloses the privacy practices for edskip.com and newsletter.edskip.com(the Site). This Privacy Policy governs the use and collection of information collected from you on the Site. This Privacy Policy does not apply to information you may provide to Owner offline or through any means other than the Site, other than as specifically identified below. As used herein, we, us and our refers to Skip LLC.

Please read this Privacy Policy carefully so that you understand our online privacy practices. In addition, please review our Terms of Service, which also govern your use of this Site and which incorporate this Privacy Policy by reference.

Your use of this Site indicates to us that you have read and accept our privacy practices, as outlined in this Privacy Policy.

### **1. What Information Is Collected?**

A. Personally Identifying Information. To take advantage of certain optional features or functions of the Website, we may ask you to provide us with certain personally identifying information. Personally identifying information is information that could reasonably be used to identify you personally (such as your full name, address, or email address), and which we may refer to here as PII. For example, you may be asked to supply your name and email address if you complete the optional registration process for the Site, if you purchase a classified ad using our online ad placement service. You can choose not to provide such information, but then you may not be able to take advantage of or participate in some features of the Site. We do not automatically collect any PII from visitors to the Site. After creating a profile, if you wish to change any of your profile information, you may do so by clicking the "Profile" link on the Site. We may also combine information you have otherwise provided to us with PII you submit on the Site.

B. Children Under the Age of 13. We do not knowingly collect or solicit personally identifying information from or about children under the age of 13. By submitting any personally identifying information, you certify that you are at least 13 years of age. If we discover that we have received any information from or about a child under 13 in violation of this statement, we will delete that information. If you believe that we have collected personally identifying information from or about a child under the age of 13, please contact us at the address provided in the "QUESTIONS" section below.

### **C. Non-Personally Identifying Information**

1. Cookies. Like many website operators, we sometimes make use of browser "cookies." A "cookie" is a small piece of information that we use to assign each visitor's computer a unique, random numerical identification code that resides in a designated file on your computer. Our cookies do not automatically collect personally identifying information. We may use information collected from cookies to recognize your browser when you visit the Site, to facilitate easy login, to attempt to personalize the Site for each user, to ensure that your browser does or does not see the same ad over and over again, to sequence ads and offers in a series and to track page usage and paths, to help serve advertisements, or to facilitate your ability to navigate the Site.

We may link the cookie to PII you submit or other information we collect. Separately, third party companies that serve advertisements on the Site may use cookies and other tracking information, as further detailed below, to collect information about your visits to this Site and other websites.

2. Log Files. Like most websites, we use tracking programs that collect information about log files, including browser types, internet service providers (ISPs), referring/exit pages, platform types, date/time stamps, number of clicks, and Internet protocol (IP) addresses. An IP address is a number that is automatically assigned to your computer whenever you access the Internet, which web servers use to identify where to send the information your computer requests. We may use IP addresses for a number of purposes, such as system administration, to report aggregate information to our business partners, or to audit the use of the Site. We may disclose such non-personally identifying information, such as aggregated statistics, to third parties for a variety of purposes, including describing our services, marketing, and improving the experiences of visitors to the Site. The information that we collect regarding log files is not linked to personally identifying information.

3. Web Beacons/Web Bugs (Clear GIFs/ Single-Pixel GIFs). A web beacon allows the party that set the web beacon to monitor and collect certain limited information about the movements of online Web users. No personally identifying information is collected through web beacons or web bugs. Advertisers on the Site may elect to use third party advertising companies to serve ads on the Site, and they may use such web beacons to recognize your computer each time they send you an advertisement, in order to measure the effectiveness of their ads and to personalize advertising content. In this way, they may compile information about where individuals using your computer or browser saw their advertisements and determine which advertisements are clicked. Advertisers may also place a web beacon to allow them to recognize an existing cookie on your browser if from the same service. We do not control web beacons used by such third parties.

## 2. How is the Information Collected Used, and How Can I Opt Out?

A. Personally Identifying Information. PII that you voluntarily submit may be used for the purposes authorized when it was submitted. For example, if you submit PII to request services or content, the information that you submit may be used to fulfill your request. We, our advertisers, or third parties selected by us may send you special offers and information, including by email, if you have not opted out of receiving such information and offers. If you do not wish to receive such special offers and information sent by email, you may follow the instructions for unsubscribing included within any of such special offers or informational emails.

B. Administrative Purposes. We may use PII you submit to contact you for internal administrative purposes such as site administration, troubleshooting, or processing of e-commerce transactions, or relating to your use of the Site or Content you post on the Site, or in our discretion to notify you of major changes to the Site or this Privacy Policy. C. Service Providers and Third Parties. Personally identifying information may be shared with third parties



as disclosed in this Privacy Policy or at the time you provide your information. Third parties that provide support for the operation of the Site or features thereof may also have access to such information. We may also share personally identifying information we have about our users with third parties so that the third parties can send you information and special offers, unless you choose to opt out from such sharing by clicking on the unsubscribe link included in such emails. We may also share your PII with third parties to accomplish the purposes for which it was submitted. In all cases, we will use the information only as permitted by law.

3. Facilitating Use of the Site and Customizing Content. We may use information collected from cookies and other tracking technology to recognize your browser when you visit the Site and to attempt to personalize the Site for each user, to sequence ads and offers in a series and to track page usage and paths. You can configure your browser to refuse all cookies or to indicate when a cookie is being set by choosing this option in the preferences or menu options in your browser. However, if you disable cookies, you may not be able to use certain optional features or functions of the Site.

4. Statistical Analysis. We may use collected information to create aggregate statistics about activity on and visitors to the Site, including the number of return visits to the Site or our advertisers' websites, the number of unique visitors that have viewed or "clicked" a particular ad or visited a particular web page and how much time is spent on each page of the Site. We may also create aggregate demographic statistics. We may use these aggregate statistics to measure interest in various areas of the Site, to better design the Site and to improve our marketing strategy and product offerings. We may share the aggregate statistical information with third parties.

5. Future Product Development. We may use collected information for internal market research and product development.

6. Disclosures Required by Law. As described above, certain uses of collected information may involve disclosure to third parties. In addition, we may disclose collected information in the good faith belief that we are required to do so by law, or when doing so is reasonably necessary to: (1) comply with the law or legal process; (2) respond to any claims; (3) protect and defend the rights, property or personal safety of Owner and its affiliates, as well as our customers, users or the public; or (4) protect against misuse or unauthorized use of the Site. In addition, collected information may be disclosed as part of any bankruptcy, merger, sale, transfer of company assets or acquisition.

## 7. Is My Information Protected?

We use reasonable administrative, technical, personnel and physical measures to safeguard personally identifying information against loss, theft and unauthorized use, disclosure or modification. As effective as our security measures are, no security system is impenetrable. Moreover, we cannot guarantee that information that you supply will not be intercepted while being transmitted to us. Personally identifying information may also be stored on computers of

third parties that provide technical support for the operation of the Site or who otherwise have access to your PII as disclosed in this Privacy Policy. We do not control the security measures used by such third parties.

8. Changes to this Privacy Policy This Privacy Policy may be amended or modified from time to time. We encourage you to periodically review this Privacy Policy to learn about any changes in our Privacy Policy.

9. California Residents Users of the Site who are California residents and who have provided PII to us may request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an e-mail to [chelsea@edskip.com](mailto:chelsea@edskip.com) with "Request for California Privacy Information" in the subject line and in the message.

10. Questions If you have any more questions, please email us at [chelsea@edskip.com](mailto:chelsea@edskip.com) or write to 639 Main St, Rockland, ME 04841.

### **Third Party Services**

We use third-party services including (but not exclusively) Stripe, Beehiiv, Zoho, Google, Zapier, and Airtable. We also link to company sites with their own policies. If you have any questions about their policies, we encourage you to review their websites.

### **Security**

To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.

### **Changes to this Data Policy**

We reserve the right to modify this data policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

If our site or course is acquired or merged with another company, your information may be transferred to the new owners so that we may continue to sell products to you.

### **QUESTIONS AND CONTACT INFORMATION**

If you would like to: access, correct, amend or delete any personal information we have about you, register a complaint, or simply want more information contact our Privacy Compliance Officer at [chelsea@jobskip.io](mailto:chelsea@jobskip.io) or by mail at Chelsea Avirett/Skip, 639 Main St, Rockland, ME 04841.

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