

# Terms of Use Agreement • Web Guru Awards

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## Legal Information

Web Guru Awards ("Web Guru Awards", "COMPANY," "WE," "US") PROVIDES THIS WEB SITE AND ALL SITE-RELATED SERVICES, INCLUDING THE CONTENT AND CODE RELATED THERETO (COLLECTIVELY, THE "SITE"), SUBJECT TO YOUR COMPLIANCE WITH THE TERMS AND CONDITIONS SET FORTH BELOW. PLEASE READ THIS TERMS OF USE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE USING THIS SITE. By using the Site, you agree to be bound by these terms and conditions. If you are using this Site or its services as the representative of an employer, agency, or other business, you represent that you have the authority to bind such employer, agency, or other business entity to these terms and conditions, and by using the Site or our services, you agree that such employer, agency, or other business entity is bound by these terms and conditions. If you do not agree to these terms and conditions, please do not use the Site.

This Agreement is made between the Company and you, the Site visitor and/or registered user and as applicable the business you represent ("you"). We reserve the right at any time to:

- Change the terms and conditions of this Agreement;
- Change the Site, including eliminating or discontinuing any content on or feature of the Site, restricting the hours of availability or limiting the amount of use permitted; or
- Change any fees or charges for use of the Site, including instituting new or increased fees or charges for the use of the Site or any other Site-related services or any feature thereof. Any changes we make will be effective immediately upon notice, which we may provide by any means including, without limitation, posting on the Site or via electronic mail. Your use of the Site after such notice will be deemed acceptance of such changes. Be sure to review this Agreement periodically to ensure familiarity with the most current version.

Upon our request, you agree to sign a non-electronic version of this Agreement.

You must be at least 16 years of age to use the Site.

## Ownership; Proprietary Notices

The Site, including all pages within and all code related thereto, is the property of Web Guru Awards. No portion of the materials or code on these pages or anywhere on the Site may be reprinted or republished (other than as is necessary to view the page on your monitor) in any form without the express written permission of the Company. The Site is owned and operated by us in conjunction with others pursuant to contractual arrangements. Unauthorized use of the materials on the Site may violate copyright, trademark, patent and other laws and is prohibited. You acknowledge that you do not acquire any ownership rights by using the Site.

## Warranty Information; Disclaimer

THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE RELATED SERVICE, OR ANY PRODUCT OR SERVICE LICENSED, PURCHASED OR OTHERWISE MADE AVAILABLE THROUGH THE SITE, IS PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WEB GURU AWARDS AND ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS, SPONSORS, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER WEB GURU AWARDS, ITS SUBSIDIARIES, AFFILIATES, SPONSORS, SUPPLIERS NOR AGENTS MAKES ANY REPRESENTATION AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SITE OR THE SITE-RELATED SERVICES.

WEB GURU AWARDS AND ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS, AND AGENTS DO NOT WARRANT THAT YOUR USE OF THE SITE OR THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE (OR THE SERVER(S) ON WHICH IT IS HOSTED) OR SOFTWARE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SITE, AND ALL CHARGES RELATED THERETO. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND THE SOFTWARE AND YOUR RELIANCE THEREON. NO OPINION, ADVICE, OR STATEMENT OF WEB GURU AWARDS OR ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS, AGENTS, REGISTERED USERS, OR VISITORS, WHETHER MADE ON THE SITE, OR OTHERWISE, SHALL CREATE ANY WARRANTY. **YOUR USE OF THE SITE AND ANY MATERIALS PROVIDED THROUGH THE SITE ARE ENTIRELY AT YOUR OWN RISK.**

You acknowledge that the Site could include inaccuracies or errors, or materials that violate these Terms of Use (specifically, the "Code of Conduct" section). Additionally, you acknowledge that unauthorized additions, deletions and alterations could be made by third parties to the Site. Although the Company attempts to ensure the integrity and the accuracy of the Site, it makes no guarantees whatsoever as to the Site's completeness or correctness. In the event that such a situation arises, please contact us at [contact@webguruawards.com](mailto:contact@webguruawards.com) with, if possible, a description of the material to be checked and the location (URL) where such material can be found on the Site, as well as information sufficient to enable us to contact you. We will try to address your concerns as soon as reasonably practicable. For copyright infringement claims, see the section on "Claims of Copyright Infringement".

The Site is only a venue allowing for the submission by Agencies, freelancers and staff of agencies at their companies or companies they represent.

You acknowledge and agree that you are solely responsible for the form, content and accuracy of any website submission, or other material you post to the Site. The Company neither warrants nor guarantees that a website submitted will be viewed by any specific number of users, or that a website listing will be viewed by any user.

## **Limitation of Liability**

NEITHER WEB GURU AWARDS NOR ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS, ADVERTISERS, AGENTS OR SPONSORS ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE AND/OR CONTENT CONTAINED ON THE SITE, OR ANY PRODUCT OR SERVICE PURCHASED THROUGH THE SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR CONTENT CONTAINED WITHIN THE SITE IS TO STOP USING THE SITE. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY TO COMPANY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR OTHERWISE) SHALL BE THE TOTAL AMOUNT PAID BY YOU, IF ANY, TO ACCESS THE SITE.

## **Acknowledgement**

This Site may contain links to other web sites operated by third parties, other than affiliates of the Company ("Linked Sites"). We neither control nor endorse such other web sites, nor have we reviewed or approved any content that appears on the Linked Sites. You acknowledge that when you click on a link to visit a Linked Site, a frame may appear that contains the Company logo, advertisements and/or other content selected by the Company. You acknowledge that the Company and its sponsors neither endorse nor are affiliated with the Linked Sites and are not responsible for any content that appears on the Linked Sites. You also acknowledge that the owner of the Linked Site neither endorses nor is affiliated with the Company and its sponsors.

## Void Where Prohibited; Indemnification

Although the Site is accessible worldwide, not all products or services discussed, referenced or made available on the Site are available to all persons or in all geographic locations or jurisdictions. We make no representation that materials in the Site are appropriate or available for use in locations outside the United States. Those who choose to access the Site from other locations do so on their own initiative and at their own risk and are responsible for compliance with local laws if and to the extent local laws are applicable. The Company reserves the right to limit the availability of the Site and/or the provision of any product or service described thereon to any person, geographic area, or jurisdiction it so desires at any time and in our sole discretion and to limit the quantities of any such product or service that we provide.

You agree to indemnify, defend and hold us, our affiliates, sponsors, officers, directors, employees, agents and representatives harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees), or other expenses that arise directly or indirectly out of or from (a) your breach of this Agreement, (b) your violation of the Code of Conduct, and/or (c) your activities in connection with the Site or Site-related services including Processing of Personal Data (as defined below)

## Code of Conduct

While using the Site or Site-related services, you agree not to do any of the following without our prior written authorization:

- Post any inaccurate, untimely, stale, incomplete or misleading information.
- Post any website or requirements that are inaccurate or not available with a verifiable company that is directly represented by your office.
- Post any website that are not technology-related, or are outside a technology-related field or organization.
- Place any contact information within a website that is different from or in addition to contact information provided when subscribing to the Web Guru Awards service.
- Use any search engine, software, tool, electronic storage or retrieval device, agent or other device or mechanism, including without limitation browsers, spiders, robots, avatars or intelligent agents (collectively "Devices") that is not approved by Web Guru Awards to navigate, search or store information from the Site. Approved Devices include those made available by Web Guru Awards on the Site, or other generally available third party web browsers, e.g., Mozilla Firefox, Google Chrome, Microsoft Internet Explorer, or generally available search engines, e.g., Google or Bing.
- Engage in spamming, flooding, soliciting or mass marketing via e-mail, direct mail, telephone, or otherwise to Web Guru Awards users or subscribers.
- Express or imply that any statements you make are endorsed by us.
- Restrict or inhibit any other user from using and enjoying the Site and services, including, without limitation, by means of "hacking" or defacing any portion of the Site.
- Modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site.
- Link to any page of or material on the Site other than the URL located at <http://www.webguruawards.com/>.
- Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents.
- Print out or otherwise copy or use any personally identifiable information about candidates for purposes other than consideration of the candidates for potential employment by your company.

Web Guru Awards assumes no responsibility or liability for any personnel selected by your company. The Company has no obligation to monitor the Site or Site-related services, including any forum, or any materials that you or other third parties transmit or post on to the Site. However, you acknowledge and agree that the Company has the right (but not the obligation) to monitor the Site and Site-related services, including any forum, and the materials you transmit or post, to alter or remove any such materials (including, without limitation, any posting to the Site), and to disclose such materials and the circumstances surrounding their transmission to any third party in order to operate the Site properly, to protect itself, its sponsors, its registered users and visitors, and to comply with legal obligations or governmental requests. The Company reserves the right to refuse to post or to remove any information or materials, in whole or in part, that it deems in its sole discretion to be unacceptable, offensive or in violation of this Agreement. The Company also reserves the right to prohibit any user who, in the Company's sole discretion, violates the Code of Conduct or other terms of this Agreement from using the Site and related services. Such prohibition may occur without notice to the user.

#### **PROCESSING OF PERSONAL DATA**

Company will make available to corporate clients to which it provides services ("Clients") information relating to an identified or identifiable natural person ("Personal Data"). With respect to such Personal Data, Company and its Clients shall both be regarded as Data Controllers. With respect to Processing of Personal Data covered by the General Data Protection Regulation ("GDPR") or any other law regarding the collection, use, disclosure, or security of Personal Data ("Data Protection Laws and Regulations"), Client shall have the obligations set forth in this section. All capitalized terms not otherwise defined in these Terms and Conditions shall have the same meaning as provided by GDPR.

Client shall treat Personal Data as confidential information.

Processing of Personal Data shall solely be done in accordance with this Agreement.

Client shall comply with all obligations of a Data Controller under the GDPR and any other Data Protection Law and Regulation with respect to its Processing of Personal Data. Client shall ensure that there is a valid, lawful basis for all Processing of Personal Data that Client undertakes or directs to be undertaken on its behalf, and that it has obtained all necessary consents or authorizations under GDPR or any other Data Protection Law and Regulation for its Processing. Client shall ensure that Client is entitled to access the relevant Personal Data and can lawfully use, Process, and transfer Personal Data in accordance with these Terms and Data Protection Law and Regulations.

In the event Client engages Sub-processors, Client shall implement written contracts to ensure compliance with all obligations mandated by Data Protection Laws and Regulations associated with the Personal Data they are Processing. Client shall only engage Sub-processors capable of Processing Personal Data in compliance with Data Protection Laws and Regulations, including GDPR. Client shall be liable for the acts and omissions of its Sub-processors to the same extent Client would be liable if performing the Processing of each Sub-processor directly.

Upon notice, Client shall stop and remediate any unauthorized Processing. Client shall comply with any requests by Data Subjects to exercise their individual rights under GDPR or any other data protection law, including rights to access, correct, amend, block, restrict, or delete their Personal Data, as required by Data Protection Laws and Regulations.

Client shall, to the extent legally permitted, promptly notify Company if it receives a request from a Data Subject for exercise of an individual right under GDPR or any other law, including rights for access to, or correction, amendment, blocking, restriction, or deletion of that person's Personal Data, that may impact Company's Processing of the Personal Data. Client shall fully address that person's request unless it is not

possible to do so without assistance from Company. In any such case, Client shall provide commercially reasonable cooperation and assistance to Company in relation to handling of a Data Subject's request. Client shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities, and are under an appropriate obligation of confidentiality (whether contractual or statutory). Client shall take commercially reasonable steps to ensure the reliability of any personnel engaged in the Processing of Personal Data.

Client shall implement and maintain administrative, physical, and technical safeguards to ensure protection of the security, confidentiality, and integrity of Personal Data, as provided by Data Protection Laws and Regulations, including GDPR. Client's security measures must be designed to protect Personal Data from and against accidental or unlawful destruction, loss, alteration, or unauthorised disclosure or access. Client shall regularly monitor compliance with its safeguards. Client will not take any action or engage in any practice that in any way decreases the overall security of Company or its Services.

Taking into account the nature of Processing and the information available to Client, Client shall assist Company, to the extent necessary or appropriate, with Company's obligations pursuant to Art. 32 – 36 GDPR, in particular with respect to the security of the Processing, data protection impact assessments, and consultation with Supervisory Authorities.

The Client shall immediately notify Company if it is subject to any investigation by a Supervisory Authority, and if it becomes subject to any control procedures or measures imposed by a Supervisory Authority pursuant to the GDPR or other Data Protection Law and Regulation. This shall also apply to the extent that a competent authority conducts investigations at Client pursuant to the GDPR or other Data Protection Law and Regulation.

If Client transfers Personal Data to a third country or international organization, Client shall make such transfer only in accordance with GDPR and Data Protection Law and Regulations, and agrees to disclose or publish information on the appropriate or suitable safeguards that have been used to make such transfers to the third country to the extent required under the GDPR or other Data Protection Law and Regulation to inform the Data Subject.

Client shall maintain security incident management policies and procedures and shall, to the extent permitted by law, promptly notify Company of any actual or reasonably suspected accidental or unlawful destruction, loss, alteration, unauthorized disclosure, of, or access to Personal Data, Processed by Client or its Processors of which Client becomes aware (a "Security Breach") without undue delay and in any event within 24 hours. Client shall make reasonable efforts to identify and remediate the cause of such Security Breach. Client shall be solely responsible to notify Supervisory Authorities and Data Subjects of any Security Breach and pay all costs associated with the same.

## **Making Purchases**

If products or services are made available at the Site, and if you wish to license or make purchases of products or services described on the Site, you may be asked by us or the applicable merchant or service provider to supply certain information, including but not limited to credit card or other information. If you submit such information to us, you understand that any such information will be treated by Company in the manner described in our Privacy Policy. You agree that all information that you provide to us or any such merchant or service provider will be accurate, complete and current. You agree to pay all charges incurred by you or any users of your account and credit card or other payment mechanism at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases. Moreover, you agree to review and to comply with the terms and conditions of any specific

agreement, if any, that you enter into with the merchant and/or service provider in connection with the licensing or purchase of any product or service.

## **Submissions**

Because our designees and we host website listings and other forums found on the Site and elsewhere and, therefore, redistribute materials you give us, we require certain rights in those materials. Therefore, by sending or transmitting to us resources, information, ideas, notes, concepts, trademarks, service marks or other materials (including, but not limited to, job postings) (collectively, "Content"), or by posting such Content to any area of the Site, you grant us and our designees a worldwide, non-exclusive, sub-licensable (through multiple tiers), assignable, royalty-free, perpetual, irrevocable right to link to, reproduce, distribute (through multiple tiers), adapt, create derivative works of, publicly perform, publicly display, digitally perform or otherwise use such Content in any media now known or hereafter developed. You hereby grant the Company permission to display your logo, trademarks and company name on the Site and in press and other public releases or filings. Further, by submitting Content to the Company, you acknowledge that you have the authority to grant such rights to the Company. PLEASE NOTE THAT YOU RETAIN OWNERSHIP OF ANY COPYRIGHTS, TRADEMARKS AND SERVICE MARKS IN ANY CONTENT YOU SUBMIT.

None of the Content is endorsed by the Company, and the Company cannot and does not make any representations with respect to the truth or reliability of the Content. The Company reserves the right to remove any Content, in whole or in part, from the Site.

Communications between the Company and the users of the Site are not confidential.

## **Claims of Copyright Infringement**

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you have a good faith belief that materials hosted by us infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly being infringed upon; (b) identification of the copyrighted work claimed to have been infringed upon (or if multiple copyrighted works located on the Site are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material on the Site; (d) the name, address, telephone number, and e-mail address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright/> for details. Notices and counter-notices with respect to the Site should be sent to Web Guru Awards at [contact@webguruawards.com](mailto:contact@webguruawards.com). We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

## **Miscellaneous**

In any action to enforce this Agreement, the prevailing party will be entitled to costs and attorneys' fees. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Failure of any party to insist upon strict compliance with any of the terms and conditions of this Agreement shall not be deemed a waiver or relinquishment of any similar right or power at any subsequent time.

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all written or oral agreements heretofore existing between the parties hereto are expressly canceled. This Agreement is not assignable, transferable or sub-licensable by you except with prior written consent. Any heading, caption or section title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. The Company reserves the right in its sole discretion to terminate the use of the Site by a user at any time.