

Terms Of Use

1. ACCEPTANCE.

Welcome to www.westvalley.com (the "Site"). This page ("Notice") states the terms and conditions of the Site. **Please review this Notice carefully.** By accessing, browsing, or using the Site ("Use"), all users and viewers ("You," "you," "User," or "user") acknowledge acceptance of the terms and conditions listed in this Notice. **If you do not accept the terms and conditions listed in this Notice, please do not use the Site.** West Valley Staffing Group its subsidiaries (Prostar Staffing, Inc., Accountants Now, Inc., and West Valley Engineering, Inc.) reserve the right to update this Notice from time to time in its sole discretion. You should review this Notice periodically for updates and changes.

2. ELIGIBILITY.

The Site and any related services are available to you, provided that you can form legally binding agreements under applicable law. **The Site is not available to minors. If you are a minor, please do not use the Site.**

3. LICENSE.

West Valley Staffing Group grants you a limited, non-exclusive, non-transferable, non-assignable, revocable license to view and temporarily download a copy of the materials displayed on the Site solely for your personal and non-commercial use for yourself or within your organization. All materials displayed or made available on the Site, including, but not limited to, graphics, documents, text, images, sound, video, audio, artwork, software, and HTML code (collectively, the "Material") are exclusive property of West Valley Staffing Group or its content suppliers. The Materials are protected by U.S. and international copyright laws and any other applicable intellectual property rules, regulations, and laws. Except as expressly permitted herein, you shall not (i) use, copy, modify, display, delete, distribute, download, store, reproduce, transmit, publish, sell, re-sell, adapt, reverse engineer, or create derivative works of the Material, or (ii) use the Material on other web sites or any media, e.g., networking environment, without West Valley Staffing Group's prior written consent.

All trademarks, service marks, and logos (the "Marks") displayed on the Site are exclusive property of West Valley Staffing Group and their respective owners. You shall not use the Marks in any manner without West Valley Staffing Group's and their respective owners' prior written consent.

4. USER SUBMISSIONS.

The Site provides a forum for you to obtain employment and career information. By submitting or entering your information to the Site ("Submitted Material"), you agree that you grant West Valley Staffing Group a perpetual, non-exclusive, irrevocable, royalty free, worldwide license and right, but not the obligation, to use, copy, modify, display, distribute, download, store, reproduce, transmit, publish, transfer, adapt, create derivative works in any manner, in its entirety or a portion, of your Submitted Material, and by any means, forever and worldwide.

You acknowledge and accept that West Valley Staffing Group is only a passive forum for users to obtain employment and career information. West Valley Staffing Group does not screen or monitor any Submitted Materials. West Valley Staffing Group, therefore, makes no representation regarding the confidentiality, reliability, accuracy, completeness, validity, or truthfulness of any Submitted Materials. West Valley Staffing Group reserves the right, in its sole discretion, to delete, remove, refuse to display, or block any Submitted Materials that West Valley Staffing Group considers to be unacceptable. In the event West Valley Staffing Group receives notification regarding any unacceptable Submitted Materials, West Valley Staffing Group may investigate such materials, in its sole discretion.

You acknowledge and agree that West Valley Staffing Group may retain copies of your Submitted Materials and disclose your Submitted Materials to a third party if West Valley Staffing Group believes that it is necessary to: (i) protect the integrity of the Site; (ii) protect rights of West Valley Staffing Group; (iii) comply with any court order; (iv) comply with any legal proceedings; (v) assert West Valley Staffing Group's claim under this Notice; or (vi) satisfy any claims regarding violations of third party's rights.

5. GENERAL PROHIBITION.

In connection with your Use, you agree NOT to:

- a. violate any local, state, and federal rules, regulations and statutes, including, but not limited to, U.S. export laws and regulations, anti-discrimination, or equal opportunity employment laws;
- b. infringe any intellectual property and privacy rights, including, but not limited to, patent, copyright, trademark, or trade secrets, of any third party;
- c. upload, post, transmit, or store any material that:
 - i. is unlawful, offensive, defamatory, fraudulent, deceptive, misleading, harmful, threatening, harassing, obscene, or objectionable;
 - ii. breaches any of your contractual or confidentiality obligations;
 - iii. disrupts or interferes with the normal operations of the Site, such as posting or transmitting viruses, continuous posting of repetitive materials, or posting abnormally large load; or
 - iv. are not permitted by West Valley Staffing Group, including, but not limited to, any unauthorized advertising materials, unsolicited promotional materials, "junk mail," "spam mail," "chain letters," pyramid schemes, franchises, distributorship, club membership, sales arrangement, or otherwise unacceptable materials;
- d. violate other's privacy rights or personal rights by abusing the Materials, including, but not limited to, harassing or "stalking" another person, sending unsolicited e-mails, and collecting other's personal information;
- e. breach or attempt to breach any security measures of the Site;
- f. use any device, process, or mechanism to monitor, retrieve, search, or access, e.g., spider or robot, the Site or any Material without West Valley Staffing Group's prior written consent;
- g. access or attempt to access any account or login of any third party listed on the Site;
- h. copy, modify, reproduce, delete, distribute, download, store, transmit, sell, re-sell, publish, reverse engineer, or create derivative works of any Materials, except for materials that have been submitted and owned by you;
- i. post or submit any inaccurate, false, or incomplete information, such as your resume, biographical data, or employment information;
- j. impersonate any person or entity;
- k. forge any header information in any electronic posting or mail; or

- I. misrepresent yourself, your affiliation with any third party, or your entity.

6. SPECIFIC USAGE AND RESPONSIBILITIES.

In addition to the general responsibilities listed in Section 5, you agree to comply with the following terms.

You further agree to:

- a. use the Site only for lawful purposes in searching for employment opportunities and career information;
- b. provide and maintain complete, correct, up-to-date, and accurate information on your submitted information;
- c. post materials for which you have all the necessary rights or licenses;
- d. use your own judgment, caution, and common sense in managing job opportunities and information offered by or obtained from the Site; and
- e. Bear the risks of any reliance or use of any Materials or any information provided by any third party.

7. ACCOUNT AND PASSWORD.

The Site may present you with opportunities to open an account with the Site. If you open an account with the Site, you will receive an account logon and an initial password. It is your sole responsibility to (a) maintain the confidentiality of your account logon and password; (b) frequently update and revise your password; and (c) promptly notify West Valley Staffing Group if there is any unauthorized use of your account or any breach of security.

8. EMPLOYMENT.

You understand and agree that West Valley Staffing Group (a) does not warrant that you will receive any employment or job offers through the Site; (b) shall not be responsible for any employment offers, employment screenings, employment decisions, and actual employment presented by third parties; (c) does not guarantee the accuracy, completeness, validity, or timeliness of information listed by any third parties; (d) shall not be responsible for any materials posted by third parties, including, but not limited to, job openings and employment listings; and (e) is neither your employer nor your agent in any regard. You shall use your own judgment, caution, and common sense in evaluating any prospective employers and any information provided by any third party.

9. LINKS TO THIRD PARTY.

The Site may have links, such as hyperlinks or buttons, directing access to third party's web sites ("Linked Sites"). The Linked Sites may not be controlled or monitored by West Valley Staffing Group. West Valley Staffing Group shall not be responsible for any materials, information, or content posted on the Linked Sites. The inclusion of the Linked Sites on the Site does not imply any relationship or association between West Valley Staffing Group and the owner of the Linked Sites or any endorsement or sponsorship by West Valley Staffing Group of the Linked Sites. West Valley Staffing Group includes the Linked Sites solely for your convenience. You are solely responsible for your access of the Linked Sites. You shall use your own judgment, caution, and common sense in using the Linked Sites.

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10. PRIVACY.

Please [click](#) for more details regarding our Website Privacy Policy.

11. INDEMNIFICATION.

You agree to indemnify, defend, and hold West Valley Staffing Group, its parents, subsidiaries, affiliates, officers, directors, agents, employees, harmless from any claims or demands of any third party, including, but not limited to, attorneys' fees and legal fees, resulting from or arising out of your Use of the Site, your Submitted Materials, or your violation of any terms and conditions of this Notice.

12. DISCLAIMER.

YOU ACKNOWLEDGE AND ACCEPT THAT: (A) YOU ASSUME ALL RISKS RELATED TO OR RESULTING FROM YOUR USAGE, VIEWING, OR ACCESS OF THE SITE. THE SITE IS PROVIDED ON AN "AS IS" AND AN "AS AVAILABLE" BASIS. (B) WEST VALLEY STAFFING GROUP EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE. (C) WEST VALLEY STAFFING GROUP EXPRESSLY DISCLAIMS ALL WARRANTIES THAT (I) THE SITE AND ITS MATERIALS WILL BE ERROR-FREE OR VIRUS-FREE; (II) THE SITE WILL BE UNINTERRUPTED AND SECURE; (III) THE SITE WILL BE UNINTERRUPTED AND AVAILABLE AT ALL TIMES; (IV) THE SITE WILL MEET YOUR REQUIREMENTS; AND (V) THE RELIABILITY, ACCURACY, COMPLETENESS, VALIDITY, OR TRUTHFULNESS OF ANY SUBMITTED MATERIALS.

13. LIABILITY AND LIMITATIONS OF LIABILITY.

YOU AGREE TO ASSUME ALL RISKS ASSOCIATED WITH, ARISING OUT OF, OR RESULTING FROM YOUR USE OF THE SITE OR ANY SUBMITTED MATERIALS, INCLUDING, BUT NOT LIMITED TO, THE RISKS OF FINANCIAL LOSS, PHYSICAL HARM, PROPERTY DAMAGES, DEALING WITH OTHER USERS OF THE SITE, STRANGERS, MINORS, OR FOREIGN NATIONALS, AND PERSONS ACTING UNDER FALSE PRETENSE. YOU FURTHER AGREE TO RELEASE WEST VALLEY STAFFING GROUP, ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM ALL CLAIMS, DEMANDS, DAMAGES (DIRECT, INDIRECT, AND CONSEQUENTIAL) OF ANY KIND OR NATURE, KNOWN OR UNKNOWN, ASSOCIATED WITH, ARISING OUT OF, OR RESULTING FROM YOUR USAGE OF THE SITE, YOUR SUBMITTED MATERIALS, ANY TRANSACTIONS RELATED TO OR RESULTING FROM YOUR USE OF THE SITE. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §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."

YOU FURTHER UNDERSTAND AND AGREE THAT IN NO EVENT SHALL WEST VALLEY STAFFING GROUP, ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, AND SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, GOODWILL, REVENUE, DATA, OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, OR BREACH OR FAILURE OF WARRANTY, EVEN IF WEST VALLEY STAFFING GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT SOME JURISDICTIONS PROHIBIT THE EXCLUSION OF CERTAIN WARRANTIES, THE LIMITATION OF LIABILITY, OR THE DISCLAIMER OF CERTAIN DAMAGES, WEST VALLEY STAFFING GROUP'S AGGREGATE LIABILITY FOR ANY DAMAGES SHALL

NOT EXCEED U.S. \$10.

14. TERMINATION.

West Valley Staffing Group has the right, in its sole discretion, to terminate any services of the Site and remove any Materials from the Site. West Valley Staffing Group may also terminate your access to any part or all of the services provided by West Valley Staffing Group on the Site, at any time, with or without cause or notice, for any or no reason. If you want to terminate your account, you may only cease your Use of the Site. West Valley Staffing Group shall not be responsible for maintaining or returning your Submitted Materials, your account, or your logon or password. You should always maintain a copy of your Submitted Materials.

15. GENERAL.

You agree that there is no employment, partnership, agency, or joint venture relationship between you and West Valley Staffing Group arising out of or resulting from your Use of the Site. This Notice constitutes the entire agreement between you and West Valley Staffing Group governing your Use of the Site and is additional to any binding agreement between you and West Valley Staffing Group. This Notice is governed by the laws of the State of California, United States of America, without giving effect to any principles of conflict of laws. West Valley Staffing Group does not warrant that this Site will be lawful outside the United States. If you view, access, submit, or download materials to and from the Site outside the United States, you will be solely responsible for all your actions and assume all risks. You may not use or export any Materials or make any copy or adaptation in violation of any application laws, rules, or regulations, including, but not limited to, U.S. export laws and regulations. The failure or delay by either party to enforce the terms of this Notice shall not be deemed as a waiver of such term. Sections 4, 5, 6, 7, 9, 10, 12, 13, 14, and 15 shall survive any termination of this Notice for any reasons.

Help Desk - If you need more information regarding the Site or this Notice, please contact:

Mailing Address

Human Resources

West Valley Staffing Group

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