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These Terms of Use, along with our Privacy Policy, available on our website at www.serve2perform.com (the "Privacy Policy"), set forth the legally binding terms of your access to and use of the Services (the "Terms").

"You" means the individual entering and agreeing to these Terms on his or her own behalf; or, if these Terms are being entered on behalf of an organization, such as an employer, "you" means the organization on whose behalf which these Terms are entered into, and in such case, the person entering into and agreeing to these Terms represents and warrants that he or she has the authority to do so on behalf of such organization.

Please read the Terms carefully. You understand and agree that the Terms set forth the legally binding terms and conditions for your use of the Site and the Services, and the Site and Services are made available and provided to you exclusively under these Terms. **By visiting, using or accessing the Site or the Services, you agree to comply with and be bound by the Terms.** If you do not agree with the Terms, you should leave the Site and discontinue use of the Site and Services immediately. If you wish to register as a serve2perform user to make use of the Services reserved for registered users, you must indicate your acceptance of the Terms during the registration process. Note, however, that these Terms apply to your access and use of the Site and the Services regardless of whether you register.

1. License Grant. You are granted a personal, revocable, limited, non-exclusive, non-transferable license to access and use the Site and the Services conditioned on your continued acceptance of, and compliance with, these Terms, as they may be modified from time to time. We reserve the right to bar, restrict or suspend any user's access to the Site and/or Services, and/or to terminate this license at any time for any reason. We reserve all rights not explicitly granted in these Terms.

2. License Restrictions. You may not (i) use the Services for any unauthorized or illegal purpose or activity including, without limitation, any activity to obtain or attempt to obtain unauthorized access to the Site and/or the Services; (ii) interfere with the proper working of the Site and/or the Services including, without limitation, the transmission of any virus, worm, back door, Trojan horse, denial of service attack or other similar routine, instruction or design; (iii) interfere with any other person's use and enjoyment of the Site or the Services; or (iv) reproduce, duplicate, copy, create creative derivative

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4. Personal Login Information. Certain features and areas of the Services are available only with a registration, login and/or a paid subscription. If you are required to register and select a unique login and password ("Personal Login Information"), you must keep your Personal Login Information confidential, including taking appropriate measures to maintain confidentiality, such as logging off and closing the Internet browser, especially when you are connected to the Internet through an unsecured network or when using a computer or a device shared with others. Your Personal Login Information is personal to you and you may not allow any third party to use it under any circumstances. You may not transfer your user account or Personal Login Information to any other party. We are not liable for any harm caused by or related to the theft, misappropriation, disclosure or unauthorized use of your Personal Login Information. You must contact us immediately if you become aware of or believe there is or may have been any unauthorized use of your Personal Login Information or otherwise wish to deactivate your Personal Login Information due to security concerns.

If you use your LinkedIn username and password as your Personal Login Information, you also agree to comply with LinkedIn's User Agreement, Privacy Policy, Community Guidelines and Copyright Policy, as they may be updated from time to time, and any other policies that LinkedIn may post from time to time for the use of its website, mobile applications and/or other services.

5. User Obligations. You warrant that you will (i) abide by, without limitation, all applicable local, state, national and international laws and regulations with respect to your use of the Site and/or the Services, (ii) not collect or store data about other users or other information listed on the Site or the Services, and (iii) not interfere with the use and enjoyment of the Site or the Services by other users or with our operation and management of the Site or the Services. You will, at all times, provide true, accurate, current, authorized and complete information when submitting information or materials on the Site, including, without limitation, your name and/or organization (as applicable). If any false, inaccurate, untrue, unauthorized or incomplete information is submitted by you, we reserve the right to terminate your access and use of the Site and the Services. You warrant that you will not impersonate any other person or entity, whether actual or fictitious, when using the Services, or defame or otherwise harm any party through your use of the Site or the Services. You also agree not to create more than one account (for yourself or your organization, as applicable). Without our prior written consent, you may not (i)

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9. LIMITATION OF LIABILITY; RELEASE. NEITHER WE OR ANY OF OUR AFFILIATES, OFFICERS, EMPLOYEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS SHALL BE LIABLE, AND WE EXPRESSLY DISCLAIM ANY LIABILITY, FOR ANY CLAIM, LOSS OR DAMAGE, DIRECT OR INDIRECT, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT,

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IF YOU ARE DISSATISFIED WITH ANY PORTION OF THIS SITE OR THE SERVICES, SUBJECT TO THE FOLLOWING PARAGRAPH, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SITE AND THE SERVICES.

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10. EXCLUSIONS AND LIMITATIONS. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit our liabilities, the scope and duration of such warranty and the extent of our liability shall be the minimum permitted under such applicable law.

11. INDEMNIFICATION. You agree to indemnify and hold harmless us and our officers, directors, employees and agents from and against any claims, suits, proceedings, disputes, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable legal and accounting fees (including costs of defense of claims, suits or proceedings brought by third parties), in any way related to (i) your access to or use of the Site or the Services, (ii) any content that you have submitted, or (iii) your breach of any of these Terms. We will endeavor to provide prompt written notice of any such claim, but failure to provide such notice will not release you from any of your obligations pursuant to this Section except to the extent that you are actually prejudiced by such failure, and will not relieve you from any other liability that you may have to us or such other parties other than under this Section.

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14. MODIFICATIONS. The Terms may be modified by us from time to time by posting such amended Terms on the Site. These Terms of Use were last updated as set forth below.

15. TERMINATION. We reserve the right to modify or discontinue the Site and terminate the Services with or without notice to you. We shall not be liable to you or any third party should we exercise our right to modify or discontinue the Site or the Services.

16. WAIVER AND SEVERABILITY. The failure of to exercise or enforce any right or provision in these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent of the law, and all other provisions shall remain in full force and effect.

17. SURVIVAL. The limitations on liability explicitly set forth herein shall survive the expiration or earlier termination of the Terms for any reason. Our (and our licensors') proprietary rights (including, without limitation, any and all intellectual property rights) in and to our content and the Services shall survive the expiration or earlier termination of the Terms for any reason.

18. GOVERNING LAW AND JURISDICTION. These Terms shall be governed by the laws of the State of Arkansas, without respect to its conflict of laws principles. We each agree to submit to the personal jurisdiction of a state court located in Fayetteville, Arkansas, or the United States District Court for the Western District of Arkansas, for any actions not subject to Section 18 (Arbitration).

Effective Date: May 31, 2013