

Flexible Packaging Association Online Packaging School Students Career Center Terms and Conditions

(effective as of May 2007)

The Flexible Packaging Association (FPA) provides its Members with password protected access to its online career center (the "Site"). FPA allows the posting of packaging school students' resumes and other career related information on the Site for review by FPA Members.

Please read these terms and conditions (the "Agreement") before using the Site. By continuing to use the Site, you agree to abide by this Agreement. If you violate any portion of this Agreement, FPA reserves the rights to terminate your access to the Site, remove your resume, and/or bring any criminal or civil action as necessary. FPA further reserves the right to change the terms of this Agreement at any time and will post any such changes on the Site, noting the new effective date of the policy.

Access to and Security of Content

User posted resumes or other content will be viewable to FPA Members with access to the password protected section of the Site and are not kept confidential. You understand that if you provide content (including resumes) for posting on the Site, you are giving FPA the right to display such content, in part or in its entirety, on the Site.

FPA takes precautions to insure that the password protected Career Center section of its Site is only accessed by Members and authorized guests who post their resumes, including through the adoption of this Agreement. However, FPA cannot guarantee the security of user generated content. Unauthorized entry or use, hardware or software failure, and other factors may compromise the security of the Site at any time.

FPA Members agree to use the resumes and related content for their own employment related needs only, and not for other commercial or other purposes.

Posting Content

Users may not post any defamatory, copyrighted, or inaccurate information, nor may users impersonate any person or entity when using the Site.

All user content posted on the Site, including resumes and other employee related information, is the sole responsibility of the user who posted such content. While all content is subject to FPA approval, FPA is not responsible for user generated content posted on the Site. FPA makes no representations or warranties with respect to the accuracy of individual resumes or user generated content posted on the Site.

Users must evaluate, and bear all risks associated with reliance on and the use of any representations in user provided resumes. FPA has the right, but not the obligation, to remove any posted content at its sole discretion.

Warranties and Indemnification

The Site is available “as is.” FPA does not warrant that the Site will be uninterrupted or error-free. FPA does not make any warranties, express or implied, including without limitation, those of merchantability and fitness for a particular purpose, with respect to this Site. FPA reserves the right to correct any errors or omissions on this Site. Although FPA intends to take reasonable steps to prevent the introduction of viruses, worms, “Trojan horses,” or other destructive materials to this Site, FPA does not guarantee or warrant that this Site does not contain such destructive features. FPA is not liable for any damages or harm attributable to such features. If you use this Site, you do so solely at your own risk.

FPA and its officers, directors, managers, employees, agents, or licensors are not liable for incidental, indirect, consequential, special, punitive, or exemplary damages of any kind, including lost revenues or profits, loss of business or loss of data, in any way related to the use of this Site or for any claim, loss or injury based on errors, omissions, interruptions or other inaccuracies on this Site (including without limitation as a result of breach of any warranty or other term of this Agreement).

By using this Site, users agree to indemnify and hold harmless FPA, and its directors, officers, managers, employees, agents, and licensors, from and against all losses, expenses, damages and costs, including reasonable attorneys’ fees, resulting from any violation of the terms and conditions of this Agreement, the FPA privacy policy, or other applicable agreements between you and FPA. FPA reserves the right to take over the exclusive defense of any claim for which FPA is entitled to indemnification under this Section. In such event, users shall provide FPA with such cooperation as is reasonably requested by FPA.

If you have any questions or concerns about the use of or operation of this Site, or would like to report any potentially inappropriate, inaccurate or other user content is in violation of this Agreement, you may contact the Flexible Packaging Association.

This Agreement shall be governed by the laws of the United States and Maryland.