

***MyNextConsultant.com* Terms and Conditions**

Last updated: October 01, 2013

1. About these Terms and Conditions

Thank you for visiting *MyNextConsultant.com* and using our online services (collectively, the “Service”), brought to you by Independence Consulting Network, LLC, a Pennsylvania limited liability company (“*MyNextConsultant*” or “we” or “us” or “our”). By registering with or using the Service, a person or company (“user” or “you” or “your” in all tenses and plurality) agrees to these Terms and Conditions (“Terms”). These Terms apply whenever you visit *MyNextConsultant.com*, whether or not you have chosen to register for a user account with us, so please read them carefully, and print or save a copy for your future reference. You must read, agree with, and accept all of these Terms, and you agree and represent that you have read and agreed to the information contained in the other applicable pages referred to or linked by these Terms, as they may contain additional applicable terms and conditions. If you do not agree to be bound by these Terms, do not use or access the Service. Whenever you register or act on behalf of a business, you represent and warrant that you have the authority to bind that business entity to these Terms. You must be at least 18 years old to register for and use the Service, and by registering for or using the Service, you agree that you are at least 18 years old.

2. *MyNextConsultant* Brings Together Consultants and Clients

MyNextConsultant is designed as a resource for connecting skilled and experienced independent management consultants in search of consulting opportunities (“Consultants”) with individuals and businesses in need of their services (“Clients”). Our website is intended to provide an informative and useful service, and it is important that it remain a safe, trustworthy, and business-oriented site. Accordingly, you agree that you will only use the Service in a manner consistent with its purpose and in accordance with these Terms.

MyNextConsultant’s role is to make the Service available to you and other users. However, *MyNextConsultant* does not have control over you or other users. *MyNextConsultant* does not endorse or vouch for any *MyNextConsultant* users, third parties, or the information they share on the Service. You, like every other user, are responsible for any information that you post or share. *MyNextConsultant* does not verify the accuracy of any information provided by you or other users. Each user is solely responsible for verifying the accuracy and completeness of any information received through the Service. *MyNextConsultant* does not verify the identity of users, and you are solely responsible for determining the identity and suitability of others whom you may choose to share with, contract with, contact or communicate with through the Service. *MyNextConsultant* has the right (but not the obligation) to remove or refuse access to any user at any time in our sole discretion.

The Service may be used only by Consultants, Clients, and third parties who have been asked by Consultants to recommend and rate the Consultant’s work via the Services or to verify a Consultant’s prior work experience, by non-registered users for the limited purposes of evaluating whether to sign on with *MyNextConsultant* as a Client or Consultant, and by users who have been asked by

MyNextConsultant to review and rate Consultants. Users may register with the Service by agreeing to these Terms. In addition, all users desiring to access features available to Consultants must agree to our Consultant Agreement, and users desiring to access features available to Clients must agree to our Client Agreement. The terms of the applicable supplemental agreement is incorporated herein by reference and made a part hereof.

In addition to basic accounts, from time to time we may offer premium services with special features designed for Clients and/or Consultants. Users desiring to access our premium services must agree to a separate agreement. Upon enrollment in premium services, the terms of the applicable supplemental agreement shall be incorporated herein by reference and made a part hereof.

3. Third-Party Content and Links

The Service may provide links or references to other websites maintained by third parties over whom *MyNextConsultant* has no control. The links and references are provided merely as a convenience and shall not be construed to imply any particular relationship with the third party websites. Similarly, this Service may be accessed from third party links over which *MyNextConsultant* has no control. *MyNextConsultant* is not responsible for and lacks control over the accuracy, currency or completeness of any information contained in or on third party websites. You waive any claim against *MyNextConsultant* with respect to third party websites.

Any and all trademarks and service marks that appear on the Service other than the *MyNextConsultant* marks ("Third Party Marks") are owned by their respective owners. Unless otherwise stated in connection with a specific use, the use of the Third Party Marks on the Service is limited to describing their owners' respective goods and services. Unless otherwise stated in connection with a specific use, *MyNextConsultant's* use of the Third Party Marks, and *MyNextConsultant's* goods and services, are not authorized by, associated with or sponsored by the owners of the Third Party Marks.

4. Ownership; License to User Content

Other than User Content (as defined below), all content provided on the *MyNextConsultant* website; the selection, compilation, arrangement and presentation of all materials related to the Service; the overall design of the Service; and any and all source and object code related to the Service (the "MNC Content") are owned exclusively by Independence Consulting Network, LLC, are copyrighted by us, and are protected by United States and international intellectual property laws. Use of MNC Content without our prior written permission is strictly prohibited.

MyNextConsultant grants you a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the MNC Content for your internal business purposes. You may not resell or grant third-party access to the MNC Content. You may not modify, reverse engineer, decompile or attempt to derive the source code for the MNC Content, or combine the MNC Content with other content, code or products. You may not interfere with or disrupt the proper functioning of the Website, nor threaten, harm or violate the rights of any other users of the Service. If you violate the terms of this paragraph, *MyNextConsultant* may terminate your account with or without notice.

The “*MyNextConsultant.com*” and “*MyNextConsultant*” words and logos are trademarks or registered trademarks of *MyNextConsultant*, in the United States as well as other foreign countries. Our trademarks may not be used in connection with any product or service without our prior written permission.

MyNextConsultant does not claim ownership of any User Content. “User Content” means content you submit or make available for inclusion on the Service (for example, any photos, white papers or RFPs you submit), other than any data generated as a result of your interactions with our products and services, and anonymized or aggregated data and information derived therefrom. However, by providing any information to *MyNextConsultant*:

- a) you grant *MyNextConsultant* a non-exclusive, worldwide, irrevocable, transferable, sub-licensable, fully paid-up license to use, reproduce, publicly perform, transmit, make derivative works from, and distribute (i) your information for any and all purposes in furtherance of the services you or other users request (including, but not limited to, the Premium Services, matching Consultants with work opportunities, evaluating, reviewing and rating Consultants, and serving as a reference for a Consultant, as applicable), and (ii) your public profile information in connection with advertising and promoting our website and the Service.
- b) you represent and warrant that you have the right to grant this license to *MyNextConsultant*.

MyNextConsultant reserves the absolute right to control and regulate any and all information placed in or presented through the Service. This right shall include, but shall not be limited to, the removal of any information or document (including, but not limited to, RFP’s, articles, biographies, and all or portions of Consultant profiles, Client profiles, or other user profiles deemed unsuitable by *MyNextConsultant* in its sole discretion).

Notwithstanding anything in the foregoing to the contrary, you agree that any ideas you submit to *MyNextConsultant* (for example, with respect to the improvement of our Service) will automatically become the property of *MyNextConsultant*, without compensation to you.

5. User Conduct

You agree to act responsibly and to treat other users on the Service with respect. No user may use the Service to harass or abuse other users. In its sole discretion, *MyNextConsultant* may remove, or terminate access to the Service for, any user who has harassed, abused, or violated the rights of another user or third party.

You agree that you will only use the Service in a manner consistent with its purpose and as described in these Terms. You will be expected to comply with these Terms, to act professionally and respectfully, and to refrain from using the Service to engage in any prohibited conduct. “Prohibited conduct” is any conduct in our sole discretion (i) that is in breach of any applicable federal, state or local law; (ii) that is infringing, tortious, fraudulent, defamatory, offensive, abusive, or harassing; (iii) that is in any way harmful to *MyNextConsultant*, its users and business partners, or any other third party or its property; (iv) that violates another party’s intellectual property, publicity, privacy or other rights; (v) that

otherwise interferes with the operation, use or enjoyment by any person of the Service or any service, system or other property; or (vi) that violates any provision, clause, term or condition of these Terms.

Certain features or services offered on or through the Service may require you to register for an account (including setting up a user name and password). You are entirely responsible for maintaining the confidentiality of your account information, including your password, and for any and all activity that occurs under your account. You agree to notify *MyNextConsultant* immediately of any unauthorized use of your account or password, or any other breach of security. You may not use anyone else's user name, password or account at any time, or access any unauthorized part of our website or the Service.

6. Disputes

MyNextConsultant shall not be liable for your interactions with any other users, third party organizations and/or individuals that you find, meet, communicate with, or conduct business with on or through the Service. These dealings are solely between you and such users, organizations and/or individuals. You agree that *MyNextConsultant* is not responsible for any damage or loss incurred as a result of any such dealings.

You are responsible for resolving disputes with other users. *MyNextConsultant* has no obligation with respect to disputes among users but may, in its sole discretion, intervene. You agree to promptly report any user misconduct to *MyNextConsultant*.

7. Representations and Warranties

You represent and warrant to *MyNextConsultant* that:

- a) you are at least 18 years of age;
- b) you shall comply with all terms and conditions of the Terms and other Service related agreements, including, without limitation, the Privacy Policy; and
- c) any action you undertake that is related to your use of the Service, including but not limited to posting information to the Service and receiving and/or relying on information posted to the Service by others, (i) will not breach any agreements you have entered into with any other person or legal entity; (ii) will be in compliance with all applicable laws; and (iii) will not conflict with the legal rights, including but not limited to the intellectual property rights, of any other person or legal entity.

8. Disclaimer; Limitation of Liability

MyNextConsultant has no control over and is not responsible for any persons, products or services that may be featured through the Service or for the content, privacy, or security of any third-party websites or applications linked to from the Services. We make no guarantees, nor can we be responsible for any such information, content, products or services, including their currency, safety, quality, copyright compliance or legality, or any resulting loss or damage. *MyNextConsultant* is also not responsible for failures or interruptions in the Internet, networks or systems, acts or omissions of third parties and other factors beyond its reasonable control. The service, as well as all information and content which

may be provided through the service by *MyNextConsultant* or by other users, is provided “as is” and without any representations or warranties, whether express or implied, including any warranties of accuracy, non-infringement, merchantability or fitness for a particular purpose. We do not make any warranty that the service will meet your requirements, or that the service will be uninterrupted, secure, timely, error-free, or that defects, if any, will be corrected. You understand that your use of the service or any information obtained therefrom, including, without limitation, any decision to accept work through the service as a consultant or to engage with a consultant as a client, is at your own discretion and risk, and that *MyNextConsultant* shall not be responsible for or liable for any use by you of the service or for your decision to enter into a contract or other work relationship with any other user.

In no event shall *MyNextConsultant* or its affiliates, members, managers, directors, officers, employees, agents, predecessors, successors, parents, subsidiaries, assigns, or affiliates be liable for any direct, indirect, incidental, special, consequential or exemplary damages of any kind (including without limitation any damages for loss of business profits, business interruption, loss of data, loss of business information, reputational harm and the like), whether in an action based in contract, tort or otherwise, arising out of or in connection with your access or use of the service, or any posting or other communication by any user or third party, whether or not made available through the service. In no event shall *MyNextConsultant*'s total liability to you under these terms exceed one hundred dollars (USD \$5.00) in the aggregate for any and all claims. The foregoing limitations of liability reflect a deliberate and bargained for allocation of risks between *MyNextConsultant* and you. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so these provisions may not apply to you to the extent prohibited by law.

9. Indemnification

You agree to indemnify and hold *MyNextConsultant* (and our directors, officers, employees, agents, service providers, predecessors, successors, parents, subsidiaries, assigns, and affiliates) harmless from any and all claims, demands, damages, actions, costs, losses, and expenses, including reasonable attorney's fees and court costs, arising from any content or information you post or submit, your use of the Service, your alleged breach of your representations and warranties hereunder or in any other Website Agreement (as defined in Section 12 below), your alleged breach of the Terms or any other Website Agreement, or your alleged violation of the rights of any user or any other third party.

10. Copyright Infringement Policy

MyNextConsultant is committed to complying with copyright and other laws, and expects all users of the Service to comply as well. Using our Service to transmit (whether by email, uploading, posting, or otherwise) any information or items without express permission of the owner of such information or items or to engage in any activity that infringes any copyright or any other right of a third party violates these Terms.

If you believe that your work has been copied on the Service, or any of our other systems or networks in a way that constitutes infringement under the U.S. Copyright Act, please provide the following information to *MyNextConsultant* for receipt of notification of claimed infringement (to ensure that your

notification complies with the requirement of the Digital Millennium Copyright Act, please see 17 U.S.C. § 512(c)(3)):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Service;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Send the notice to:

Copyright Agent
MyNextConsultant.com
P.O. Box 304
Downingtown, PA 19335
E-Mail: info@MyNextConsultant.com

11. Termination

MyNextConsultant, in its sole discretion, has the right to deactivate your account or otherwise terminate your access to the Service and to remove any of your content at any time, without notice, for any reason, including but not limited to violations of these Terms or any provision of any Service-related agreement. You agree that *MyNextConsultant* shall not be liable for any termination of access to or removal of content from the Service or for any consequences thereof. *MyNextConsultant* may terminate these Terms at any time without notice to you. Sections 3-4, 6, 8, 10, and 12 shall survive the termination of these Terms, along with all other provisions which are, by their nature, intended to survive termination hereof.

12. Miscellaneous

These Terms, together with our Privacy Policy, our Consultant Agreement if you register as a Consultant, our Client Agreement if you register as a Client, and the Preferred Services Agreement, if applicable (collectively, the "Website Agreements"), supersede any and all prior agreements or understandings between the parties, whether written or oral. These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to the conflict of laws provisions thereof. You hereby consent to the sole and exclusive jurisdiction of the federal and state courts located in and for Philadelphia County, Pennsylvania in all actions arising under these Terms, and hereby irrevocably waive any claim that any such court lacks jurisdiction or that such venue or forum is inconvenient. *MyNextConsultant* and its users are independent contractors as between each other, and no agency, employment or partner relationship exists between *MyNextConsultant* and any of these other persons. The Website Agreements, and each of them, are assignable by *MyNextConsultant*, but are not assignable by you without our prior written consent. No waiver of any term of the Agreement will be valid unless in writing and acknowledged in writing by the party against whom enforcement is sought, and no failure on our part to enforce strict performance of any part of the Agreement will constitute a waiver of any provision of, or any of our rights, under the Agreement.

13. Modifications to the Agreement

MyNextConsultant reserves the right, in its sole discretion, to supplement, modify, or otherwise change the Website Agreements and the Service at any time. You are responsible for regularly reviewing the Website Agreements and keeping yourself aware of any changes. Except as required by law, all amended provisions of the Website Agreements will take effect fourteen (14) days after they are initially posted on our website or after you are notified of any changes via e-mail. Your continued use of the Service after such posted or email notice constitutes your acceptance of the amended Website Agreements.

14. Contact Information

Should you have any questions, comments, or concerns about these Terms or the Service, please do not hesitate to contact us as follows:

MyNextConsultant.com
P.O. Box 304
Downingtown, PA 19335

E-Mail: info@MyNextConsultant.com