

Spark Career Catalysts, a DIAZ&CO. Company Terms of Use

Revised: July 8, 2018

1. Introduction.

Spark Career Catalysts is your ultimate destination for job search-boosting courses and access to amazing job search coaching.

By creating an account or otherwise using the Spark Career Catalysts Services (as defined below) in any manner, you are entering into a legally binding agreement with DIAZ & CO. Hispanic Experts, Inc., a New York S corporation headquartered in New York, NY (“DIAZ&CO.”), as set forth in these Terms of Use (“Terms”). These Terms also include the Spark Career Catalysts Privacy Policy (“Privacy Policy”) which is incorporated by reference.

You must be at least 16 years of age to use the Services. If you are under age 16, you may not, under any circumstances or for any reason, use the Services. The Services are not targeted to or meant for anyone who has not reached 16 years of age and we will not knowingly collect information from anyone under the age of 16. If the applicable law in the country or state in which you are using the Services requires that you be older than 16 to use the Services, then you must be at least the minimum age legally defined for such country or state in order to use the Services.

2. Services.

Spark Career Catalysts Services (“Services”) collectively include the “Website” (meaning www.sparkcareercatalysts.com and including all webpages, subdomains, and any successor or affiliated websites), emails and other communications, Member accounts, Content, any other products or services offered on the Website, and any other services that state they are governed by these Terms. “Content” means any and all text, articles, images, videos, graphics, software, music, audio, information, or other materials appearing in the Website, including, without limitation, information about employers, career resources, advice, and questions, answers, or other content located in the Website or in our Community, whether created or posted by you, DIAZ&CO., Sandra Diaz (Spark Career Catalysts Coach and DIAZ&CO. President) or any other Member.

3. Modifications.

We may update or modify these Terms from time to time. We will give you notice of the changes by posting an updated version of these Terms online, updating the “Revised” date above, or by emailing you at an email address you have provided. Changes to these Terms will be effective as of the date we post them or otherwise notify you of them, unless we specify a different effective date when we make a particular change. Your continued use of the Services will constitute your acceptance of the changes. If you do not agree to a change, you must stop using the Services.

We may modify, add to, suspend, or discontinue the Services or certain features of the Services, or remove any Content at any time for any reason, without prior notice to you. Unless expressly stated otherwise, any new feature that augments, enhances, or otherwise modifies the Services is subject to these Terms.

4. **Accounts.**

While you are not required to provide your personal information to us, unless you create an account with us (a “Spark Career Catalysts Account”) and give us certain personal information, we may not be able to provide you with access to, or use of, some of the Services (such as viewing Content and posting in our Community, or purchasing and/or booking Services). You are a “Member” if you choose to create or continue to maintain a Spark Career Catalysts Account. If you choose not to create or continue to maintain a Spark Career Catalysts Account, you may still access certain features as a visitor to the Website or “User”. Your access and use of the Services, whether as a User or as a Member, is subject to these Terms.

Your Spark Career Catalysts Account is for your personal, non-commercial use only and you must provide complete and accurate information when creating a Spark Career Catalysts Account. You are responsible for maintaining the confidentiality and security of your account information, including any usernames or passwords, and are solely responsible for the activity that occurs on your Spark Career Catalysts Account. You may not create an account for someone else or allow someone else to use your Spark Career Catalysts Account. You agree to notify us immediately of any actual or suspected unauthorized access to or use of your username or password or any breach of security related to your Spark Career Catalysts Account. If your Spark Career Catalysts Account has been canceled by us, or you have been removed or otherwise blocked from the Website due to a violation of our Code of Conduct or for any other reason, you may not continue to use the Services.

You may cancel your Spark Career Catalysts Account at any time by sending an email to sandra@sparkcareercatalysts.com. If your Spark Career Catalysts Account is cancelled, we have no obligation to maintain, delete or return to you any Content or personal information data you have posted through your use of the Services unless you specifically request such deletion in accordance with our Privacy Policy and have a legitimate right to such deletion under applicable law.

5. **Paid Services.**

The Services include a variety of products and services that are free to use (“Free Services”), as well as certain products and services that require payment (“Paid Services”). We reserve the right to charge for Free Services or change the price for Paid Services, at any time. If you purchase any of our Paid Services, you agree to pay us any applicable fees and taxes. You also agree to any additional terms that we may notify you apply to the applicable Paid Services. You hereby authorize the collection of such amounts either directly by DIAZ&CO. or indirectly via a third-party payment processor. Failure to pay these fees will result in the termination of the applicable Paid Service. If you are directed to a third-party payment processor, you may be subject to terms and conditions governing the use of that third-party’s service and that third-party’s personal information collection practices.

Please note that DIAZ&CO. is not liable for any bank fees, foreign exchange fees, or differences in prices based on location. DIAZ&CO. or its third-party payment processor may store and continue billing your payment method (e.g., credit card), to charge you for other Paid Services you may buy.

6. **Content; Licenses.**

- a. **Your Content.** We do not acquire ownership of the Content you post to the Website, but by posting any Content to the Website, you agree to grant us a universal, perpetual, sub-licensable, commercial, royalty-free, and irrevocable license to use, copy, reproduce, process, adapt, modify, create derivative works from, publish, transmit, display, and distribute such Content, in all media and distribution methods now known or hereafter devised, and you

represent to us that you have the right to grant such a license. You agree that this license includes the right for other Members to modify your Content and for DIAZ&CO. to make your Content available to others for the publication, distribution, syndication, or broadcast on other media and services. Such additional uses by DIAZ&CO. or others may be made with no compensation paid to you with respect to the Content that you submit, post, transmit, or otherwise make available through the Services. Any feedback, comments, or suggestions you may provide regarding the Services is entirely voluntary and we are free to use such feedback, comments, or suggestions as we see fit and without any obligation to you. We reserve the right, but do not have any obligation to, remove or block any Content in our sole discretion, at any time, without notice to you and for any reason (including, without limitation, upon receipt of claims or allegations from third-parties or authorities relating to such Content or if we are concerned that you may have violated these Terms), or for no reason at all. If the Content you submit to the Services contains your personal information, your right to access that personal information is governed by our Privacy Policy.

- b. **Spark Career Catalysts Content.** The Website and Services also contain Content posted by DIAZ&CO. and our licensors (“Spark Career Catalysts Content”). We and our licensors retain all right, title and interest in and to such Spark Career Catalysts Content, including all associated intellectual property rights, including, without limitation, copyrights, trademarks, trade names, trade dress, logos, patents, know-how, trade secrets, instructions, and all other proprietary information. Subject to your compliance with these Terms, DIAZ&CO. grants you a revocable, limited, non-exclusive, non-transferable license, to access and view any Spark Career Catalysts Content solely for your personal and non-commercial purposes. You agree not to sublicense, copy, distribute, display, disseminate, reproduce, or otherwise exploit any Spark Career Catalysts Content or Services without our prior written permission, regardless of whether it is created or owned by DIAZ&CO. or a licensor to DIAZ&CO.
 - c. **Trademarks.** The trademarks, logos, trade names, and service marks, whether registered or unregistered (“Trademarks”) displayed on the Website are Trademarks of DIAZ&CO. and its third-party licensors. Display or use of any Trademarks on the Website or in the Services shall not be construed as granting, by implication or otherwise, any license or right to use any Trademark without the prior written permission of DIAZ&CO. or such third-party. You also agree not to use our trade dress, or copy the look and feel of the Website or its design, without our prior written consent.
 - d. **Disclosure of Content.** We reserve the right to access, read, preserve, and disclose any Content or information in accordance with our Privacy Policy.
7. **Spark Career Catalysts Community.**
We created a Community (“Spark Career Catalysts Community”) to give you and other Members a chance to ask and answer questions about career related topics amongst Members. Unless you create a Spark Career Catalysts Account, you may not participate in our Community, e.g. you may not ask or answer questions, upvote, downvote, or flag a comment, or take other actions in our Community.

We ask that you treat the Members in the Community with respect. Spam, personal attacks, and abusive language do not have a place in the Spark Career Catalysts Community. By accessing, viewing, or submitting Content in or to the Spark Career Catalysts Community, you also agree to abide by the Code of Conduct located below. If you ever stumble across anything on the Spark Career Catalysts Community

that looks like it violates these Terms or the Code of Conduct, please email us at sandra@sparkcareercatalysts.com.

DIAZ&CO. may choose to moderate and/or curate discussions in the Spark Career Catalysts Community and all related Content in its sole discretion. Such moderation and/or curation may be performed by a human or by the use of automated or machine-learning techniques. Any Member with a Spark Career Catalysts Account may submit questions or answers to the Community and DIAZ&CO. reserves the right to approve or deny any submitted question or answer. We reserve the right to deny or revoke your use of the Spark Career Catalysts Community at any time. Any Content you post will be viewable by other Users or Members and through third-party services and websites. You should only post Content that you are comfortable sharing with others under these Terms.

8. Paid Services.

You may purchase a variety of Services offered in the Website including, but not limited to: online-only coaching, online + group coaching, online + individual coaching, resume, cover letter and LinkedIn profile writing and coaching, networking coaching, interview coaching, job offer negotiation coaching, job search skills coaching, and career coaching, as described on the [Pricing page](#) of our Website.

If Sandra Diaz, Spark Career Catalysts Coach and DIAZ&CO. President, becomes unavailable to provide a Paid Service, you may be entitled to a refund. If you miss an appointment or fail to give at least 24 hours-notice of cancellation, the fees you paid for the Paid Service may be forfeited. Please review the [Frequently Asked Questions](#) about Paid Services including more information about cancellation policies or contact us at sandra@sparkcareercatalysts.com. Except for the circumstances specified in these Terms, Paid Services are non-refundable.

Paid Services must be purchased in advance, and may be purchased individually or in packages. We will honor the price of a Paid Service purchased by you for a period of 12 months from the date of purchase, even if we decide, in our sole discretion, to otherwise increase the price of such Paid Service during that period. Purchased Paid Services that are not used within 12 months from the date of purchase may be forfeited.

9. Links to Third-Party Sites.

The Website may direct you via hyperlinks or otherwise to third-party websites that are not owned or maintained by DIAZ&CO. We are not responsible for your use of such third-party websites and we make no representations whatsoever concerning the content or accuracy of, opinions expressed in, or other links provided by such websites. The inclusion of any such link to a third-party website does not imply any association between us and their operators. Your use of any third-party websites is governed by the terms of such third-party websites and not by these Terms.

10. Code of Conduct.

DIAZ&CO. allows you to use the Services and post Content for a variety of purposes. You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of the Services. In connection with your use of the Services, you may not and you agree that you will not:

- Violate any local, state, provincial, national, or other law or regulation, or any order of a court.
- Run any bots, spiders, scrapers, web crawlers, indexing agents, or other software to aggregate or browse our Content, including, without limitation, Member accounts or profiles, or otherwise interfere with or circumvent the integrity of the Website or Services.

- Introduce any viruses, trojan horses, worms, time bombs, cancelbots, corrupted files, or similar software to the Website or Services or transmit any other computer programming routines that may damage, interfere with, or surreptitiously intercept any data, or personal information.
- Use the Services to transmit, distribute, post, or submit any confidential information concerning any other person or entity, including, without limitation, photographs of others without their permission, personal contact information or credit card, debit card, or bank account numbers.
- Stalk or harass, interfere with, or disrupt the access of any user of the Services, or collect or store any personally identifiable information about any other user without explicit consent from the user.
- Defame, defraud, mislead, or impersonate any person or entity, or otherwise misrepresent yourself or your affiliation with any person or entity.
- Post false information, including, without limitation, in respect of a job, company, or your own credentials as a Member.
- Infringe, violate, or otherwise interfere with any copyright, trademark, or other intellectual property rights of another party.
- Act in any manner which, in our sole discretion, is objectionable, interferes with the proper working of the Services, or which may affect our reputation in any way.

11. Disclaimers.

The disclaimers in this section apply to the maximum extent allowable under applicable law. You are solely responsible for your use of the Services and we are not responsible for the activities, omissions, or other conduct, whether online or offline, of any other Member or User. You are solely responsible for ensuring that your use of the Services is in compliance with all laws, rules, and regulations applicable to you. We make no representations concerning any Content contained in or accessed through the Services.

The Services are provided “as is” and without warranty of any kind, whether express or implied, including the warranties or conditions of merchantability, fitness for a particular purpose, accuracy, or non-infringement, all of which are expressly disclaimed. DIAZ&CO. does not warrant that: (a) the Services will be secure or available at any particular time or location; (b) the Services will function without errors; (c) any defects or errors will be corrected; (d) any Content or software available at or through the Services is free of viruses or other harmful components; or (e) the results of using or relying on any Content or Services or advice contained therein will meet your requirements or produce desired results. Your use of, or reliance on, the Services or any Content is solely at your own risk.

12. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DIAZ&CO. BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, OR REPUTATION ARISING FROM YOUR USE OF THE WEBSITE, CONTENT, OR SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, YOU AGREE THAT IN NO EVENT SHALL THE AGGREGATE LIABILITY OF DIAZ&CO., WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY, OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR ONE HUNDRED DOLLARS, WHICHEVER IS GREATER.

13. DMCA Notices.

We respect the intellectual property rights of others and take copyright infringement very seriously. If you believe that your copyright has been infringed on the Website or otherwise in our Services, please notify us via mail or email with a message which contains:

- Your name and contact information, including your address, telephone number, and an email address;
- The name of the party whose copyright has been infringed, if different from your name;
- The name and description of the work that is being infringed;
- The location on the Website of the infringing copy;
- A statement that you have a good faith belief that use of the copyrighted work is not authorized by the copyright owner (or by a third-party who is legally entitled to authorize its use on behalf of the copyright owner) and is not otherwise permitted by law; and
- A statement that you swear, under penalty of perjury, that the information contained in the notification is accurate and that you are the copyright owner or have an exclusive right in law to bring infringement proceedings with respect to its use.

You must sign this notification and send it to:

DIAZ & CO. Hispanic Experts, Inc.
833 Broadway, 2nd Floor
New York, New York 10003
United States
sandra@sparkcareercatalysts.com

Although no similar provisions exist under United States law for trademark infringement, we recommend that you submit similar information to us about any alleged trademark infringement so that we can take appropriate action.

14. Indemnification.

You agree to indemnify, defend and hold harmless DIAZ&CO., its affiliates and each of their respective principals, shareholders, agents, officers, directors, consultants, and employees from or against third-party claims, damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs, and expenses arising from or relating to any third-party claim, suit, action or proceeding arising out of or related to your use or purchase of the Services, your violation of the rights of any third-party or person, or your breach of these Terms or any representation or warranty contained herein. DIAZ&CO. reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify DIAZ&CO., and you agree to cooperate with DIAZ&CO.'s defense of these claims. DIAZ&CO. will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

15. Dispute Resolution.

You agree that the laws of the State of New York, USA, excluding its conflict of laws rules, shall exclusively govern any dispute relating to these Terms and/or the Services.

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH DIAZ&CO. AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM DIAZ&CO.

You and DIAZ&CO. agree to arbitrate any dispute arising from these Terms or your purchase or use of the Services, except that you and DIAZ&CO. are not required to arbitrate any dispute in which either

party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL. You and DIAZ&CO. agree that you will notify each other in writing of any dispute within thirty (30) days of when it arises. Notice to DIAZ&CO. shall be sent to DIAZ &CO. Hispanic Experts, Inc., Attn: Sandra Diaz, President, 833 Broadway, 2nd Floor, New York, New York 10003, United States, sandra@sparkcareercatalysts.com. You and DIAZ&CO. further agree: to attempt informal resolution prior to any demand for arbitration; that any arbitration will occur in New York City, New York; that arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of JAMS; and that the state or federal courts in New York County, New York have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Whether the dispute is heard in arbitration or in court, you and DIAZ&CO. will not commence against the other a class action, class arbitration, or other representative action or proceeding.

16. Miscellaneous.

These Terms, together with the Privacy Policy, and any other legal notices published on the Website, shall constitute the entire agreement between you and DIAZ&CO. concerning your use of the Services.

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by DIAZ&CO. at any time without restriction. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. If two or more provisions of this Agreement are deemed to conflict with each other's operation, DIAZ&CO. shall have the sole right to elect which provision remains in force. No waiver of any one provision set forth in these Terms shall be deemed a further or continuing waiver of such provision or any other provision, and DIAZ&CO.'s failure to assert or enforce any right or provision under these Terms shall not constitute a waiver of such right or provision.

Any inquiries about your rights under these Terms, or any other matters regarding your privacy, can be directed to sandra@sparkcareercatalysts.com, or by mail to:

DIAZ & CO. Hispanic Experts, Inc.
Attn: Sandra Diaz, President
833 Broadway, 2nd Floor
New York, New York 10003