Terms and Conditions (Highlighted box) Click here to accept terms and conditions (Box)

These terms, conditions and privacy policy ("Terms and Conditions") are applicable to <u>www.gograne.com</u> (the "Website"), which is operated by Grane Companies, Inc and Grane Logistics Express LLC ("Company") on behalf of itself companies with which it conducts business (collectively, the "Partnered Companies"). By clicking the acceptance box, you are giving the Company and the Partnered Companies your express consent to be contacted for any employment or contracting opportunities that arise with the Company or the Partnered Companies, and you are agreeing to these <u>Terms and Conditions</u>, regardless of whether you have read these Terms and Conditions.

The Company and the Partnered Companies are equal opportunity employers. The Company and the Partnered Companies provide equal opportunity for all employees, applicants for employment or independent contractor relationships without regard to race, color, national origin, age, creed, religion, gender, gender identity, sexual orientation, marital status, mental or physical disability, pregnancy, military or veteran status, or any other basis prohibited by local, state or federal law. The Company and the Partnered Companies prohibit employees from discriminating and/or harassing any other employees, independent contractors or customers for any reason including, but not limited to, race, color, national origin, age, creed, religion, gender, gender identity, sexual orientation, marital status, mental or physical disability, pregnancy, military or veteran status.

Terms and Conditions

Privacy Policy

Because we gather certain types of information during the recruitment process, we want to help you understand the Terms and Conditions surrounding the collection, use, and disclosure of that information.

These Terms and Conditions apply to information collected through the Website, including but not limited to online fillable application forms.

How we use your information

The information provided through the Website will be used to consider you for any employment or contracting opportunities that may arise with the Company or the Partnered Companies.

If hired or contracted, the information that you submitted through the Website will become part of your personnel or contractor file and may be used to administer the employment or contract relationship and for Partnered reporting and recordkeeping purposes. The Company and/or the Partnered Companies will retain this information for the entire duration of your relationship with such entity and/or for as long thereafter as permitted or required by applicable law.

How We May Share Your Information

The Company and the Partnered Companies operate different businesses. By submitting your information, your information and your resume may be forwarded to the appropriate Partnered Company for consideration. Your information and resume will be treated with the highest degree of respect, consideration and confidentiality. The Company's policy is to respect and protect the privacy of our Website visitors and applicants. The Company does not collect personally identifiable information about individuals except when such individuals specifically provide such information on a voluntary basis. Personally identifiable information on individual Website visitors or applicants will not be sold or otherwise transferred to third parties without the approval of the user at the time of collection, except in the event the Company or Partnered Company goes through a business transaction such as a merger, an acquisition by another company, or a sale of all or a portion of its assets to which these Terms and Conditions relate. In such event, personally identifiable information will likely be among the assets transferred and you will be notified via email and/or a prominent notice on our Website of such change in ownership or a change in the use of your personally identifiable information, as well as any choices you may have regarding your personal identifiable information. You acknowledge that such transfers may occur.

The Company may disclose Website visitor information in special cases when we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who might be causing injury to or interference with (either intentionally or unintentionally) the Company's rights or property, other Website visitors, or anyone else that could be harmed by such activities. The Company may disclose Website visitor information when it believes in good faith that the law requires it. The Company may not provide you with notice prior to disclosure in such cases.

The Company reserves the right to perform statistical analyses of Website visitor behavior and characteristics in order to measure interest in and use of the various areas of the Website. The Company will provide only aggregated data from these analyses to third parties.

The Company may use personally identifiable information to communicate with you about your registration and customization preferences, our Terms of Conditions, services and products of the Company, potential employment or contracting opportunities and other topics we think might be of interest to you. Personally identifiable information collected might also be used for other purposes, including, but not limited to, site administration, troubleshooting, administration, and other communications with you. Certain third parties that provide technical support for the operation of the Website (our Web hosting service, for example) may access such information.

Non-personal information and data may be automatically collected through the standard operation of the Company's internet servers or through the use of "cookies." Cookies are small text files a web site can use to recognize repeat visitors, facilitate the visitor's ongoing access to

and use of the Website and allow the Website to track usage behavior and compile aggregate data that will allow content improvements and targeted communications. Cookies are not programs that come onto a Website visitor's system and damage files. Generally, cookies work by assigning a unique number to the visitor that has no meaning outside the assigning site. Website visitors should be aware that the Company cannot or does not control the use of cookies or the resulting information by third parties hosting data for the Company. If a visitor does not want information collected through the use of cookies, there is a simple procedure in most browsers that allows the visitor to deny or accept the cookie feature; however, visitors should note that cookies may be necessary to provide the visitor with certain features (e.g., customized delivery of information) available on the Website.

Third-Party Sites

The Website may contain links to third-party sites. Your use of each of those sites is subject to the conditions, if any, that each of those sites has posted. We have no control over sites that are not ours, and we are not responsible for any changes to or content on them. The inclusion on our site of any third-party content, or a link to a third-party site, is not an endorsement of that content or third-party site.

Online Security Matters to Us

While we strive to protect your personal information, we cannot guarantee the security of any information that you submit through the Website, and you do so at your own risk. We urge you to use common sense when providing personal information online, particularly when using public or shared computers. To the maximum extent not prohibited by law, in no circumstances shall the Company or the Partnered Companies be liable to you or any other third parties for any loss or damage (including, without limitation, damage for loss of business or loss of profits) arising directly or indirectly from your use of or inability to use, the Website or any breaches of the Website's security. The Company and the Partnered Companies shall **not** be liable to you for any special, consequential, incidental, punitive, or indirect damages arising from or relating to any breach of these Terms and Conditions, your use of or inability to use the Website, or any breaches of the Website's security, regardless of any notice of the possibility of such damages.

Other Terms and Conditions Partnered to Employment/Contractor Applications

I understand that the Company and/or the Partnered Companies may now have, or may establish, a drug-free workplace or drug and/or alcohol testing program consistent with applicable federal, state, and local law. If the Company or one of the Partnered Companies has such a program and I am offered a conditional offer of employment, I understand that if a pre-employment (post-offer) drug and/or alcohol test is positive, the employment offer may be withdrawn. I agree to work under the conditions requiring a drug-free workplace, consistent with applicable federal, state, and local law. I also understand that all employees of the location, pursuant to the Company's or the Partnered Companies' policy and federal, state, and local law, may be subject to urinallysis

and/or blood screening or other medically recognized tests designed to detect the presence of alcohol or illegal or controlled drugs. If employed, I understand that the taking of alcohol and/or drug tests is a condition of the continual employment and I agree to undergo alcohol and drug testing consistent with the Company's and/or the Partnered Companies' policies and applicable federal, state, and local law.

If employed by the Company or the Partnered Companies, I understand and agree that the Company and the Partnered Companies, to the extent permitted by federal, state, and local law, may exercise its right, without prior warning or notice, to conduct investigations of property (including, but not limited to, files, lockers, desks, vehicles, and computers) and, in certain circumstances, my personal property.

I certify that all the information on any application I may submit, my resume, or any supporting documents I may present during any interview is and will be complete and accurate to the best of my knowledge. I understand that any falsification, misrepresentation, or omission of any information may result in disqualification from consideration for employment or contractor relationship or, if employed or contracted, disciplinary action, up to and including immediate dismissal.

THIS COMPANY AND THE PARTNERED COMPANIES ARE AT-WILL EMPLOYERS AS ALLOWED BY APPLICABLE STATE LAW. THIS MEANS THAT IF HIRED, THE COMPANY, THE PARTNERED COMPANY OR I MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE COMPANY OR ANY PARTNERED COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT-EXPRESS OR IMPLIED- WITH ME OR ANY APPLICANT FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME UNLESS SUCH AN AGREEMENT IS IN A WRITTEN CONTRACT SIGNED BY THE PRESIDENT OF THE COMPANY OR THE PARTNERED COMPANY. IF HIRED, I AGREE TO CONFORM TO THE RULES AND REGULATIONS OF THE HIRING ENTITY, AND I UNDERSTAND THAT THE HIRING ENTITY HAS COMPLETE DISCRETION TO MODIFY SUCH RULES AND REGULATIONS AT ANY TIME.

INDEPENDENT CONTRACTOR RELATIONSHIPS ARE NOT EMPLOYMENT RELATIONSHIPS, AND SUCH RELATIONSHIPS SHALL BE GOVERNED BY A WRITTEN INDEPENDENT CONTRACTOR AGREEMENT, AS WELL AS ALL COMPANY AND/OR PARTNERED COMPANY POLICIES APPLICABLE TO SUCH RELATIONSHIPS.

I authorize the Company, the Partnered Companies or their agents to confirm all statements contained in any submitted application and/or resume as it relates to the position I am seeking to the extent permitted by federal, state, or local law. I agree to complete any requisite authorization forms for the background investigation which may be permitted by federal, state and/or local law.

I authorize and consent to, without reservation, any party or agency contacted by the Company or a Partnered Company to furnish the above-mentioned information. I hereby release, discharge, and hold harmless, to the extent permitted by federal, state, and local law, any party delivering information to the Company, the Partnered Companies or their duly authorized representative pursuant to this authorization from any liability, claims, charges, or causes of action which I may have as a result of the delivery or disclosure of the above requested information. I hereby release from liability the Company, the Partnered Companies and their representative for seeking such information and all other persons, corporations, or organizations furnishing such information.

I understand that, if hired, I will be required to provide genuine documentation establishing my identity and eligibility to be legally employed in the United States. I also understand the Company and the Partnered Company employs only individuals who are legally eligible to work in the United States.

Your submission will be considered active for a maximum of 1 year. If you wish to be considered for employment or contractor status after that time, you must reapply.

Updating Your Information/Questions About These Terms and Conditions

If you have questions about these Terms and Conditions, we will do our best to answer them promptly. In addition, please let us know if you would like to update or correct your personal information. You may contact us by submitting an email to <u>Hr@gograne.com</u>.

Changes to These Terms and Conditions

The Company may change these Terms and Conditions from time to time in its sole discretion. If the Company makes a material change to these Terms and Conditions, the Company will inform you by posting a notice on this Website. Those changes will go into effect on the date posted in the notice. The new Terms and Conditions will apply to all current and past users of the Website and to all information collected before the date of the change. The new Terms and Conditions will replace any prior Terms and Conditions that are inconsistent. Please check periodically for changes to these Terms and Conditions, and especially before you provide any personal information to us.

These Terms and Conditions shall be construed and governed by the laws of the State of Illinois, without regard to its principles of conflict of laws. You agree that any legal action or proceeding in connection with the Website, its contents, or these Terms and Conditions shall be brought in the Circuit Court of Cook County, Illinois, or, if the jurisdictional prerequisites exist, in the United States District Court for the Northern District of Illinois, Eastern Division, and you expressly waive any objection to the jurisdiction or venue of such courts.

Last Update: April ___, 2018