

## STAT Careers Terms and Conditions

Please read these “Terms and Conditions” carefully and acknowledge acceptance below. These Terms and Conditions govern Your (defined below) access to and use of the Website and the Services (as each are defined below) provided by Richrock Medical Solutions, LLC d/b/a STAT Careers (“STAT Careers”). If you do not accept these Terms and Conditions or You do not meet or comply with their provisions, You may not use the Website or Services. These Terms and Conditions are effective as of July 1st, 2019.

These Terms and Conditions (as they may be amended from time to time by STAT Careers), form a binding agreement (the "Agreement") between You and Us (as defined below). Your access to or use of the Website or Services indicates Your acceptance of these Terms and Conditions.

1. **Definitions.** The following definitions apply to this Agreement:

1.1 “Candidate” means a User who is accessing the Website to search for a job.

1.2 “Content” means STAT Careers’ web pages, web forms, programming (including software code used on the Website and in the Services, including (i) tools, kits, and object libraries, (ii) all third-party or open source code embedded therein, and (iii) any upgrades, updates, releases, fixes, enhancements or modifications to the foregoing), graphics, logos, buttons, text (whether editorial, navigational, or instructional), information, data, resumes stored in various commercial databases operated and licensed by STAT Careers, data submitted via the Website by Users (defined below) and other content made available through the Website by US.

1.3 “Document” refers to a job or resume Website posting.

1.4 “Employer” means a person or entity that is accessing the Website to post a job or utilizing the Services for any reason related to the purpose of seeking healthcare professional candidates for employment.

1.5 “Employer Materials” includes any brochures, emails, sample job postings, web site content, career fair material, audio, videos, photographs, logos, trademarks, service marks, domain names, documents or other materials provided by or on behalf of Employer, if any, for use in connection with the Services.

1.6 “STAT Careers Materials” includes any materials, methodologies, implementation plans or other intellectual property provided by or on behalf of Us and used during the provision of Services.

1.7 “Services” means any services provided by STAT Careers or its agents described herein and specified more fully in the Agreement.

1.8 “US”, “We”, or “STAT Careers” means Richrock Medical Solutions, LLC d/b/a STAT Careers.

1.9 “User” refers to any individual or entity that uses any aspect of the Website.

1.10 “Website” means collectively, any website under STAT Careers’ control, whether partial or otherwise and includes such website’s Content.

1.11 “You”, “you”, or “Your” means the person who (or the entity on behalf of whom you are acting) that is agreeing to these Terms and Conditions.

## **2. Intellectual Property Rights and Acceptable Use.**

2.1 General Use. The Website is intended for healthcare professionals seeking employment and for healthcare industry Employers seeking Candidates for employment (“Intended Purpose”). You may use the Website only for lawful purposes and in accordance with STAT Careers’ intended and acceptable use.

2.2 STAT Careers Intellectual Property Rights. Except for the limited licenses expressly granted to You in these Terms and Conditions, the Website, the STAT Careers Materials and all right, title and interest therein (excluding Employer Materials) are the sole property of STAT Careers. Without limitation of the foregoing, You may not reproduce, modify, display, sell, or distribute the Content or STAT Careers Materials, or use them in any way in contravene of the rights provided to You under these Terms and Conditions. Notwithstanding anything to the contrary contained herein, You may not: (a) copy or adapt the HTML code used in the Website; (b) use or attempt to use mechanisms or processes to navigate, search, or access the Services by means other than the Website; or (c) aggregate, copy or duplicate in any manner any of the Content, without the express written consent of STAT Careers. The use of the Content on any other website for any purpose is strictly prohibited. The STAT Careers Materials are not considered to be works for hire. The STAT Career names, logos, service marks, and trademarks are the sole property of STAT Careers.

2.3 License to Use by Candidates. We hereby grant you a limited, terminable, non-exclusive right to access and use the Website solely for the purpose of seeking healthcare related employment opportunities for yourself. You agree that you are solely responsible for the content of any Document you post to a Website. We reserve the right to suspend or terminate Your use of the Website for any reason at any time, in STAT Career’s sole discretion.

2.4 License to Use by Employers. We hereby grant you a limited, terminable non-exclusive right to access and use the Website solely for the purpose of seeking Candidates for employment. You may not sell, transfer or assign any of the Services or Your rights to any of the Services provided by STAT Careers to any non-affiliated third party without the express written authorization of STAT Careers. You agree that You are solely responsible for the content of any Document you post to the Website. We reserve the right to suspend or terminate Your use of the Website for any reason at any time, in STAT Career’s sole discretion.

2.5 Employer Materials. Employer represents and warrants that any Employer Materials provided by Employer for use in connection with the Services does not violate any law or regulation or any third-party proprietary or intellectual property rights, including, without

limitation, copyright, trademark, obscenity, rights of publicity or privacy, and defamation laws. Employer hereby grants Us a non-exclusive, worldwide, royalty-free license to use the Employer Materials and to hyperlink to Employer's website in connection with the Services.

2.6 Other Rules Regarding Website Usage. You represent, warrant and agree that you (a) are at least 13 years of age or older, and if under the age of 18 or the age of majority as that is defined in your jurisdiction, You will only use the Services under the supervision of a parent, legal guardian, or other responsible adult; and (b) will not use (or plan, encourage or help others to use) the Website for any purpose or in any manner that is prohibited by these Terms and Conditions or by applicable law. You may not use the Services in any way which, intentionally and adversely affects STAT Careers' business, business prospects, the performance or function of the Website, or interferes with the ability, of other Users to access the Website. You are specifically prohibited from using information contained in the Website or the Services to sell or promote any products or services or to take any other action that is, in STAT Careers' sole judgment, inconsistent with these Terms and Conditions.

2.7 User Content. Any User inventions, suggestions, or other materials submitted ("User Content") to the Website shall become the property of STAT Careers, and shall not be subject to any obligation of confidentiality on STAT Careers' part. STAT Careers shall exclusively own all now known or later discovered rights to the User Content and shall be entitled to unrestricted use of the User Submission for any purpose whatsoever, commercial or otherwise, without compensation to You or any other person.

3. **Third Party Providers.** You acknowledge and agree that We may provide the Services using third party providers, including subcontractors and consultants (the "Third Party Providers").

4. **Responsibility for User Documents and Submissions.** We assume no responsibility for Documents or other submissions posted by Users and no responsibility for the activities, omissions or other conduct of Users. STAT Careers acts as a portal for the online distribution and publication of User information and is not responsible for screening or monitoring Documents or other submissions posted by Users. If notified by a User of a Document or other submission which allegedly does not conform to these Terms and Conditions, We may investigate the allegation and determine in good faith and in STAT Careers' sole discretion whether to remove or request the removal of such Document or submission. STAT Careers has no liability or responsibility to Users for performance or nonperformance of such activities.

5. **No Endorsement.** Nothing on the Website shall be considered an endorsement, representation or warranty with respect to any User or third party, whether in regards to its website, products, services, hiring, experience, employment or recruiting practices, or otherwise.

## 6. **WARRANTY AND DISCLAIMERS.**

6.1 (a) THE WEBSITE IS PROVIDED ON AN 'AS IS' BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, TITLE, NON-

INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. WE MAKE NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELESS OF THE WEBSITE. WITHOUT LIMITATION ON THE FOREGOING: (i) WE DO NOT WARRANT THAT THE WEBSITE WILL OPERATE ERROR-FREE OR IS FREE OF THIRD-PARTY COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS INTRODUCED BY THIRD PARTIES; (ii) WE MAKE NO REPRESENTATIONS OR GUARANTEES REGARDING THE TRUTHFULNESS, ACCURACY, LEGALITY, COMPLETENESS, TIMELINESS OR RELIABILITY OF ANY DOCUMENTS POSTED BY USERS. ANY RELIANCE ON DOCUMENTS POSTED BY USERS WILL BE AT YOUR OWN RISK; (iii) WE MAKE NO REPRESENTATIONS OR GUARANTEES REGARDING THE CONTENT OF THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, BROKEN LINKS, INACCURACIES OR TYPOGRAPHICAL ERRORS; (iv) WE MAKE NO REPRESENTATIONS OR GUARANTEES REGARDING THE EFFECTIVENESS OF THE SERVICES OR TIMELINESS OF THE SERVICES IN MEETING YOUR EMPLOYMENT OBJECTIVES. WE DOES NOT GUARANTEE THAT THE SERVICES WILL RESULT IN CANDIDATES BEING HIRED AND IS NOT RESPONSIBLE OR LIABLE FOR ANY BUSINESS OR EMPLOYMENT DECISIONS MADE BY YOU.

## **7. DAMAGES; LIMITATION OF LIABILITY; AND EQUITABLE RELIEF.**

7.1 IN NO EVENT SHALL STAT CAREERS ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUBSIDIARIES, AGENTS OR ADVERTISERS, BE LIABLE FOR ANY NON-DIRECT DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA, LOST EMPLOYMENT OPPORTUNITY, OR BUSINESS INTERRUPTION) RESULTING FROM OR ARISING UNDER OR IN CONNECTION WITH SERVICES OR THE USE OR ACCESS TO, OR THE INABILITY TO USE OR ACCESS, THE WEBSITE AND/OR ANY DOCUMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT STAT CAREERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OR LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE LIMITATIONS SET FORTH IN THE PRECEDING PARAGRAPH MAY NOT APPLY TO YOU. IF ANY ARE HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN, STAT CAREERS' MAXIMUM LIABILITY TO YOU FOR ANY DAMAGES, WHATEVER THE CAUSE OF ACTION, SHALL BE LIMITED TO U.S. \$500.00 IN THE AGGREGATE.

7.3 DUE TO THE NATURE OF THIS AGREEMENT, IN ADDITION TO MONEY DAMAGES, YOU AGREE THAT STAT CAREERS WILL BE ENTITLED TO SEEK EQUITABLE RELIEF UPON A BREACH OF THIS AGREEMENT BY YOU.

7.4 User Authentication. Because User authentication on the Internet is difficult, We cannot and do not confirm that each User is who they claim to be. Therefore, in the event that you have a

dispute with one or more Users, You release Us from any claims, demands and damages (actual and consequential and direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

7.5 California Residents. If you are a California resident, You hereby waive California Civil Code Section 1542, which says: “ A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

## 8. **Data Protection.**

8.1 If you are given or create a password to access the Website, you are responsible for maintaining the confidentiality of your account and your password. You are responsible for all activities that occur under your account and you agree to notify us immediately of any unauthorized use of your account. We are not responsible for any loss that you may incur as a result of any unauthorized person using your account or your password.

8.2 You agree that you will not:

- Use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party’s use and enjoyment of them;
- Attempt to gain unauthorized access to any Website account, computer systems or networks associated with Us or the Website;
- Obtain or attempt to obtain any materials or information through the Website by any means not intentionally made available or provided by Us;
- Use any robot, spider, or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or
- Impersonate or attempt to impersonate Us, Our employees, another user or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).

9. **Links to Other Sites.** The Website may contain links to third party websites. These links are provided solely as a convenience to You and not as an endorsement by Us of the contents on such third party websites. We are not responsible for the content of linked third party sites and do not make any representations regarding the content or accuracy of materials on such third party websites. If You decide to access linked third-party websites (including for the purposes of background checks), You do so at Your own risk and may be subject to additional terms and conditions related to use of those third party websites.

10. **Amendments.** This Agreement may only be amended by a writing signed by STAT Careers.

**11. Indemnity.** You agree to defend, indemnify, and hold harmless STAT Careers, its subsidiaries, affiliates, and each of their respective officers, directors, employees and agents from and against any third party claims, actions or demands (including, without limitation, costs, damages and reasonable legal and accounting fees) alleging or resulting from or in connection with Your use of the Website or Services, any Document posted by You, and Your breach of this Agreement. We will use commercially reasonable efforts to provide You with prompt notice of any such claim, suit, or proceeding and may assist You, at Your expense, in defending any such claim, suit or proceeding.

**12. User Information and Privacy Policy.**

12.1 When you register on the Website, You will be asked to create an account and provide Us with certain information (“User Information”). You acknowledge and agree that You have no ownership rights in Your account. All User Information will be used in accordance with the terms of STAT Careers’s Privacy Policy. Please note, as set forth in the Privacy Policy, that STAT Careers may collect certain User Information and may contact Users periodically in accordance with the terms of the Privacy Policy. In addition, STAT Careers reserves the right to comply, in its sole discretion, with legal requirements, requests from law enforcement agencies or requests from government entities, even to the extent that such compliance may require disclosure of certain User Information. In addition, third parties may retain cached copies of User Information.

**13. General.** STAT Careers makes no claims that the Content is appropriate. If You access the Services from outside of the United States, You do so at Your own risk and are responsible for compliance with the laws of Your jurisdiction. This Agreement is governed by the laws of the State of Ohio, without respect to its conflict of laws principles. Jurisdiction for any claims arising under this Agreement shall lie exclusively with the state or federal courts in the State of Ohio. The relationship between You and Us is that of independent contractors. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of all or part of a provision shall not affect the validity of the remaining parts and provisions of this Agreement, which shall remain in full force and effect. All provisions of this Agreement shall survive termination except those granting access or use to the Website, and You shall cease all Your use and access thereof immediately. You may not assign or transfer your obligations under this Agreement. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.