

Terms and Conditions of Service

PLEASE READ THESE BINDING LEGAL TERMS CAREFULLY BEFORE USING THIS WEBSITE AND ITS SERVICES

1. Agreement to Terms

1. These Terms and Conditions of Service (“Terms”) constitute a legally binding agreement between you, whether personally or on behalf of an entity (“Member”) and Dental Web Jobs LLC (“Company”) and governs and applies in full force and effect to your use of the www.dentalwebjobs.com website, including all pages within this website (collectively referred to herein as “Website”) and by accessing, using, viewing, transmitting, caching or storing this Website or any of its services, functions, materials, or contents, you shall be deemed to have agreed to each and all terms, conditions, and notices on this Website without modification. Company offers certain services to dentists who seek to hire Dental Professionals (“Dentists”) and dental professionals who seek employment by Dentists (“Dental Professionals”). Dental Professionals and Dentists are cumulatively referred to as “Member” or “Members” throughout these Terms. Certain terms, including but not limited to the arbitration clause and class action waiver clause, may restrict Member’s rights to bring a claim in a court of law. IF MEMBER HAS ANY OBJECTIONS TO ANY OF THESE WEBSITE TERMS OR IF MEMBER DOES NOT AGREE TO THESE TERMS THEN MEMBER IS EXPRESSLY PROHIBITED FROM USING THE WEBSITE AND ITS SERVICES AND MUST DISCONTINUE USE IMMEDIATELY.

The Website is not tailored to comply with the Health Insurance Portability and Accountability Act (HIPAA), the Federal Information Security Management Act (FISMA), and other industry-specific laws and regulations. If Member’s interactions are subject to such laws, Member may not use this Website. Members may not use the Website in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

2. Agreement for Use

Members warrant that they are at least 18 years of age and possess the legal authority to enter into this Agreement and to use this Website in accordance with all Terms herein. Members agree to be financially responsible for all of their use of this Website as well as for use of their accounts by others, including without limitation minors. Members also warrant that all information supplied by them in using this Website is true and accurate. Members understand that abuse of the Website may result in being denied access to its Services.

For any Services for which fees may be charged, Members agree to abide by the terms or conditions of purchase imposed, including, but not limited to, payment of all amounts when due and compliance with all rules and restrictions regarding availability of rates, products, or services. Members shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of this Website.

3. Wireless Reservations and Use

Functionality is not guaranteed with all types of mobile devices in using this Website. Members should contact their service provider directly for technical assistance or any questions. Please note that security features vary by carrier/service provider and mobile device. Additional minutes/charges may apply and may be charged by Member's mobile carrier/service provider.

4. Membership Services

a. For Dental Professionals

- i. **Basic Membership.** Dental Professionals who seek employment through the Website may open a membership account for free to set up their profile and upload their resume
- ii. **BOOST Membership.** Dental Professionals can select a BOOST membership for extra features, such as hiding their profiles, to search for dental jobs anonymously, and to be able to see who has viewed their profiles and resumes. BOOST Membership plans are available as follows:
 - (1) For one month/30 consecutive calendar days for \$10.99 per month/30 consecutive calendar days.
 - (2) For three months/90 consecutive calendar days for \$26.97 for the three months/90 consecutive calendar days.
 - (3) For 12 months/365 consecutive days for \$71.88 for the 12 months/365 consecutive calendar days.

BOOST Membership is billed for in full for the entire term at time of Membership Purchase and will auto renew at the end of each term if not cancelled before the expiration of the current BOOST membership term. Cancellations during the duration of the selected BOOST membership are not permitted. Any cancellation during the duration of a selected BOOST membership will be treated as a cancellation of the auto renewal of the selected BOOST membership.

b. For Dentists

- i. **Basic Membership.** Dentists who seek to hire Dental Professionals through the Website may open a membership account for free but in order to place an advertisement and communicate with Dental Professionals, the dentists must purchase a Job Advertisement Posting and pay the associated fee for such posting.
- ii. **Job Advertisement Posting.**
 - (1) **Temporary Job Postings.** The following temporary job posting advertisements are available:

- (i) One (1) Temporary Job Posting for 14 consecutive calendar days for \$65.00. This job posting may NOT be edited once it is posted.
- (ii) Five (5) Temporary Job Postings for 14 consecutive calendar days for \$300.00. These job postings may NOT be edited once they are posted.
- (iii) Ten (1) Temporary Job Postings for 14 consecutive calendar days for \$585.00. These job postings may NOT be edited once they are posted.

(2) Permanent Job Posts. One (1) Permanent Job Posting for 14 consecutive calendar days for \$150.00. This job posting may NOT be edited once it is posted.

iii. Payment for Job Order Advertisement Plans. Payment for the permanent or temporary job postings is due at the time of the purchase of the job post package.

- 5. Price Change.** Prices are subject to change at any time and without any prior notice.
- 6. Cancellation and Refunds.** No refunds are given. Cancellations during the duration of the selected Job Posting are not permitted.
- 7. Classifieds.** Members can post classified advertisements on the Website for a fee of \$55 per month. For an additional \$3.99, members can promote their classified listing to the top of the listing for three (3) calendar days. Payment of all fees for the classified listing is due before the commencement of the classified listing. COMPANY HAS NO LIABILITY WHATSOEVER WITH RESPECT TO ANY OF THE CLASSIFIEDS LISTED ON THE WEBSITE.

8. Customer Information

Members agree to provide current, complete and accurate information for all plans and memberships they select through the Website. Members agree to promptly update their information, including email address and credit card numbers and expiration dates, so that Company can complete their transactions and contact them as needed. Members understand that their information (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

9. Image Display

Company has made every effort to display as accurately as possible the colors and images of its services and products on the Website. Company cannot guarantee that Member's computer monitor's display of any color will be accurate.

10. Errors, Inaccuracies and Omissions

Occasionally there may be information on this Website that contains typographical errors, inaccuracies or omissions that may relate to service descriptions, pricing, promotions, offers, and availability. Company reserves the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Website is inaccurate at any time without prior notice. Company undertakes no obligation to update, amend or clarify information on the Website, including without limitation, pricing information, except as required by law.

11. Ownership of Materials and Intellectual Property Rights

This Website and the materials contained therein reference trademarks, patents, trade secrets, technologies, products, processes or other proprietary rights and intellectual property of Company and/or other parties. No license or right to or in any such trademarks, patents, trade secrets, technologies, products, processes and other proprietary rights of Company and/or other parties is granted to or conferred upon Members. Members are granted a limited, non-transferable, revocable license only, subject to the restrictions in these Terms, for purposes of viewing the materials contained on this Website for their personal use only.

All contents of this Website are protected by United States and international copyright laws. No materials on this Website may be reproduced, distributed, posted, displayed, uploaded, or transmitted except as expressly permitted herein. Members may not use the materials on this Website for anything other than personal informational purposes. The use of any materials from the Website on any other internet, intranet, web or other site or computer environment is prohibited. Members may not utilize framing techniques to frame any Company trademarks, logos, or other proprietary information (including images and text). Members or users may not use any meta tags or any other "hidden text" utilizing our name, trademarks or other proprietary information. Trademarks owned by Company may not be used or displayed publicly without the prior written permission of the owner of the marks. Any rights not expressly granted herein are reserved.

12. Prohibited Conduct

You may not interfere with the content or functioning of this Website. You are expressly restricted and prohibited from all of the following:

- (a) Copy, display, modify, reproduce, or otherwise transfer any of the Materials to any third party without the prior written permission of Company
- (b) Interfere or disrupt networks connected to the Website

- (c) Use or attempt to use any device, software or routine which interferes with the proper functioning of the Website or any transactions being offered through the Website
- (d) Transmit files, data or other materials containing a computer virus, corrupted data, worms, "Trojan horses" or other instructions or design that would erase data or programming or cause the Website or any equipment or system to become inoperable or incapable of being used in the full manner for which it was designed
- (e) Deliver any communication to or through the Website which violates any local, state, federal or international law
- (f) Deliver any communication to or through the Website that contains defamatory, libelous, abusive or obscene material
- (g) Deliver any communication to or through the Website that will infringe upon the rights of any third party;
- (h) Publishing any Website material in any media;
- (i) Selling, sublicensing, and/or otherwise commercializing any Website material;
- (j) Publicly performing and/or showing any Website material;
- (k) Using this Website in any way that is, or may be, damaging to this Website;
- (l) Using this Website in any way that impacts user access to this Website;
- (m) Using this Website contrary to applicable laws and regulations, or in any way that causes, or may cause, harm to the Website, or to any person or business entity;
- (n) Engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website;
- (o) Using this Website to engage in any advertising or marketing.

Company may restrict access by you to any areas of this Website, at any time, in its sole and absolute discretion.

13. User Comments, Feedback and Other Submissions

If, at our request, you send certain specific submissions or, without a request from Company, send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "Comments"), you agree that Company may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any Comments that you forward to us. Company is and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay compensation for any Comments; or (3) to respond to any Comments. Company may, but has no obligation to, monitor, edit or remove content that Company determines in its sole discretion is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms.

You agree that your Comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your Comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Website. You may not use a false e-mail address, pretend to be someone other than yourself, or

otherwise mislead Company or third parties as to the origin of any Comments. You are solely responsible for any Comments you make and their accuracy. Company takes no responsibility and assumes no liability for any Comments posted by you or any third party. Additionally, you will indemnify Company under Section 14 below.

14. Copyright Policy

Company respects the copyright rights of others and has adopted and implemented a policy that provides for (a) the removal of content from this Website under appropriate circumstances, and (b) the suspension or termination of account holders or members who repeatedly infringe the copyright rights of others. If you are a copyright owner and you believe your work has been copied in a way that constitutes copyright infringement, please contact the Company and provide the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right of copyright that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact the complaining party (for example, the complaining party's physical address, email address, and telephone number);
- A statement that the complaining party has a good faith belief that use of the material is unauthorized; and,
- A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notifications of claimed infringement should be directed to the Company as follows:

Dental Web Jobs LLC
1452 W. Horizon Ridge Pkwy # 135
Henderson, NV 89012
info@dentalwebjobs.com

Parties submitting content to the Website should be aware that the Company reserves the right to suspend or terminate their subscriptions or accounts in the event that the Company determines, in its sole discretion, that they have engaged in copyright infringement.

15. Disclaimer and No Warranties

This Website is provided "as is," and the Company makes no express or implied representations or warranties of any kind related to this Website or the materials contained on this Website. While we try to maintain current information, we do not guarantee the currency, accuracy or

completeness of the information. The Company denies responsibility or liability for damages which may result from your access to or use of information on this Website.

While some links on our website may lead you to other sites, the Company does not endorse those sites or approve their content. The Company does not have control over those sites, is not responsible for their content, and does not verify or warrant the information on them. The Company provides such links solely as a convenience to you and for informational purposes only. If you go to such third-party sites, you assume any risk of doing so and you will be subject to the terms, conditions of use and privacy policies of the third-party sites. Other websites may include links to this Website. The inclusion of such links does not indicate the other web site's endorsement, support or approval of the content, advertising, products, services, policies or other materials on or available from this Website.

16. Limitation of Liability

In no event shall the Company, nor any of its officers, directors and employees, be liable to you for anything arising out of or in any way connected with your use of this Website, whether such liability is under contract, tort or otherwise, and the Company, including its officers, directors and employees, shall not be liable for any indirect, consequential or special damages, including but not limited to loss of profits or data, arising out of or in any way related to your use of this Website and its services.

17. Indemnification

You agree to indemnify the Company to the fullest extent from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorneys' fees and costs) arising out of or in any way related to your breach of any of the provisions of these Terms.

18. Arbitration and Class Action Waiver

Except with respect to any claim or dispute involving the ownership, validity or use of any of Company's trademarks or service marks, any dispute arising out of or related to these Terms, seeking as relief money damages and/or attorneys' fees or other damages will be submitted for arbitration to the American Arbitration Association (AAA). The Company shall have the right in a proper case to obtain temporary restraining orders, temporary or preliminary injunctive relief and/or declaratory relief (other than declarations with respect to the amount of money damages) from a court of competent jurisdiction.

The arbitration proceedings shall be heard by one independent arbitrator who shall be an attorney or retired judge. The arbitration shall be held in Clark County, Nevada and in accordance with the then-existing Commercial Arbitration Rules of the AAA. All matters within the scope of the Federal Arbitration Act (9 U.S.C. 1, et seq.) will be governed by it and not by any state arbitration law. You and the Company waive any rights to maintain other available

resolution processes for such disputes, such as a court action or administrative proceeding, to settle disputes. You and the Company waive any right to a jury trial for such disputes.

In reaching a decision, the arbitrator shall follow these Terms, shall be bound to apply the applicable law and shall not rule inconsistently with the applicable law. The arbitration shall be conducted on an individual basis, and not as a consolidated, common, representative, group or class. The arbitrator shall include in the arbitration award any relief the arbitrator deems proper in terms of money damages (with interest on unpaid amounts from the date due at the maximum rate allowed by law), and attorneys' fees and costs. The award of the arbitrator shall be conclusive and binding upon all parties hereto and judgment upon the award may be entered in any court of competent jurisdiction.

Other than as may be required by law, the entire arbitration proceedings (including, but not limited to, any rulings, decisions or orders of the arbitrator), shall remain confidential and not be disclosed to anyone other than the parties to this Agreement.

Any and all claims and actions arising out of or relating to these Terms shall be commenced within one (1) year from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred.

You agree that you will not file a class action against the Company, or participate in a class action against the Company. You agree that you will not file or seek a class arbitration, or participate in a class arbitration, against the Company.

19. Severability

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

20. Revision of Terms

The Company is permitted to revise these Terms at any time as it sees fit and, by using this Website, you are expected to review such Terms on a regular basis to ensure you understand all terms and conditions governing the use of this Website.

21. Assignment

The Company shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms without notification or consent required. You, however, are not permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

22. Entire Agreement and No Waiver

These Terms, including any legal notices and disclaimers contained on this Website as well as the Company's Privacy Policy, which can be found under [\(link to Privacy Policy\)](#), constitute the entire agreement between the Company and you in relation to your use of this Website and its services, and supersede all prior agreements and understandings with respect to the same.

The failure of Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

23. Governing Law and Jurisdiction

These Terms will be governed by, construed and enforced in accordance with the laws of the State of Nevada without regard to its conflicts of law rules. The exclusive jurisdiction for any dispute not covered by the terms of the Arbitration provision set forth in these Terms may be filed only in the state or federal courts located in Clark County, Nevada.

24. California Users and Residents

If any complaint with Company is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210.

25. Contact Information

Questions about these Terms should be sent to us at info@dentalwebjobs.com.