



MedMarket Jobs

A SPLIT NETWORK FOR MEDICAL & PHARMACEUTICAL SALES RECRUITERS

MEDMARKET JOBS USER AGREEMENT

This User Agreement sets forth the terms and conditions under which you may access and use MedMarketJobs.com, including any information or materials and any services provided on or through the Website.

Carefully read the following terms and conditions. By submitting information or materials or otherwise accessing or using the website, you agree to be bound and to abide by the terms and conditions of this agreement. If you do not agree to these terms and conditions, You may not use the website. MedMarketJobs.com may amend this agreement as needed.

Eligibility. This Website may only be used by individuals who or organizations that can form legally binding contracts under applicable law and are: (a) Job Seekers (b) Recruiting Agencies, or (c) Recruiters. If You are a Recruiting Agency, You represent and warrant that You have authorized the person accepting this Agreement to do so on Your behalf and that each of Your Recruiters also agrees to be bound by the terms and conditions of this Agreement. MedmarketJobs.com reserves the right to refuse to enter into this User Agreement with anyone and to refuse the use of the Website to anyone.

Certain Definitions

"MedmarketJobs" means MedmarketJobs, Inc., a corporation organized and existing under the laws of the State of Nebraska.

"You" means the person using the Website on his or her own behalf (in the case of a Job Seeker), the organization or company for which the Website is used (in the case of a Recruiting Agency), or the person using the Website on behalf of Recruiting Agency (in the case of a Recruiter).

"Job Seeker" means an individual natural person who is using the Website on his or her own behalf solely for the purposes of reviewing available positions, applying for a position, or submitting a resume or other application materials ("submitting your resume").

"Recruiting Agency" means a company, organization, or sole proprietor that is (a) using the Website solely for the purposes of advertising, submitting descriptions for available employment positions, and reviewing Resume Materials applicable to a specific open position, and (b) does not (and will not) provide resumes or job candidate materials in any database accessible by anyone who is not directly employed by the Recruiting Agency, and includes any recruitment or executive search organization, advertising agency, or individual Recruiter who is using the Website on his or her own behalf (i.e., not on behalf of another Recruiting Agency).

"Recruiter" means an individual natural person who (a) interacts, solely via telephone or face to face, with hiring managers and job candidates in order to facilitate the hiring process, and (b) is authorized by an Employer or Recruiting Agency that has agreed to the terms of this User Agreement and any applicable supplemental terms (the "Supplemental Terms") to use the Website on behalf of that Recruiting Agency.

"Hiring Manager" means the individual natural person to whom the position reports or who recommends making the decision to hire.

Licenses

Job Seekers. If You are a Job Seeker, subject to the terms and conditions of this Agreement, MedmarketJobs.com grants You a nonexclusive, nontransferable, limited, personal license to reproduce (to the extent necessary to view, print, and download) the Website Materials made available to You by Medmarketjobs.com solely for personal, noncommercial use.

Recruiting. If You are a Recruiting Agency, subject to the terms and conditions of this Agreement, Medmarketjobs.com grants You a nonexclusive, nontransferable, limited, personal license to reproduce (to the extent necessary to view, print, and download) the Website Materials made available to You by Medmarketjobs.com solely for the purposes of advertising, submitting descriptions for available employment positions, and reviewing resumes applicable to a specific position.

Restrictions. Except as expressly provided in this Agreement, any use of the Website (including any Materials) is prohibited without the express written permission of Medmarketjobs.com. Except as expressly provided in this Agreement, You may not (reproduce, distribute, create derivative works of, publicly display, or publicly perform any Materials on the Website (including the html code on the Website). You will not attempt to circumvent any access control measures to the Website (or any part thereof).

Ownership. The Website Materials are protected by United States copyright laws and international treaty provisions. Medmarketjobs.com and its suppliers own and retain all right, title, and interest in and to the Website, including all copyrights, patents, trade secret rights, trademarks (including service marks and logos), and other intellectual property rights therein. The rights granted in Section 3 do not transfer to You any title to the intellectual property in the Website, and You will not acquire any rights to the Website except as expressly set forth in this Agreement.

Resume Database.

Use. Subject to the terms and conditions of this, Medmarketjobs.com grants You a nonexclusive, nontransferable, limited, personal license to use the Website's database of resumes and application information which is part of the Website (the "Resume Database") solely for the purpose of evaluating candidates for currently open positions. Recruiting Firms may also submit candidates to the database through the private "recruiting portal" for use in splits with other agencies. Member Recruiting Firms will be given private access to this "candidate registration portal" through their membership and will have the ability to submit candidates into the database and apply these "candidates" to available jobs that other recruiters have posted on the board for purpose of a split opportunity.

Restrictions. You acknowledge that the Materials in the Resume Database represent confidential information of Medmarketjobs.com and its suppliers. You will use any Confidential Information only for the purposes expressly permitted in this Agreement and not disclose the Confidential Information to any person other than potential employers or hiring managers for whom You are recruiting potential employees.

Passwords. You may use the Resume Database and the rest of the Website only through the use of the user names and passwords issued to You by Medmarketjobs.com. If You are a Recruiter, You will not share any user name and password with any other person or entity (including other Recruiters working on behalf of the same Employer or Recruiting Agency). You will be solely responsible for maintaining the security of the user names and passwords issued to You. You will notify Medmarketjobs.com immediately of any circumstance that may require cancellation of a user name and password (e.g., compromise of Your security, or if a Recruiter is no longer working on Your behalf). Medmarketjobs.com reserves the right to cancel a user name and password and to change issued user names and passwords and login processes. You will not attempt to access or use any other user's password.

Submitted Information

Definition. "Submitted Information" means any information or materials You provide to Medmarketjobs.com or other users through the Website. You are solely responsible for Your Submitted Information.

Restrictions. You warrant that Your Submitted Information and Your activities on the Website shall not: (a) be false, inaccurate or misleading; (b) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (c) violate any law, statute, ordinance or regulation (including those governing unfair competition, discrimination, or false advertising); (d) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (e) be obscene or contain child pornography; (f) contain any viruses, Trojan horses, worms, time bombs, cancelbots, Easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and (g) link directly or indirectly to other website pages that are prohibited under this Agreement or to which You do not have a right to link to.

Privacy and Confidentiality. Medmarketjobs.com takes commercially reasonable efforts to protect the confidentiality, security, and privacy of Your Submitted Information, including implementing industry-standard technical and organizational safeguards. However, Medmarketjobs.com cannot and does not guarantee the security, confidentiality, or privacy of any information or communication You submit.

Personal Data. Except as provided in this Agreement or in order to share Your Submitted Information (as contemplated by this Agreement or as provided on the Website), Medmarketjobs.com does not disclose personal data to third parties. If You are a Job Seeker, You acknowledge that, despite Medmarketjobs.com efforts, persons or entities that You have requested to be blocked from accessing Your Resume Materials, may see Your Resume Materials. You hereby expressly consent to Medmarketjobs.com processing of personal data You submit to Medmarketjobs.com according to this Agreement. Personal data will be processed by Medmarketjobs.com in the United States; United States laws regarding processing of personal data may be less stringent than the laws in Your jurisdiction.

Monitoring. You hereby consent to: (a) Medmarketjobs.com monitoring of Your use of the Website for any purpose, (b) Medmarketjobs.com monitoring of email sent and received through Medmarketjobs.com systems for any purpose, including blocking emails from senders or IP addresses that have not been authorized by Medmarketjobs.com, and (c) Medmarketjobs.com sending You email relevant to Your use of the Website or of potential interest to You.

Acknowledgements. You acknowledge that: (a) if Medmarketjobs.com is acquired by another company, that company will possess the Submitted Information collected by Medmarketjobs.com and it will assume the rights and obligations regarding Your Submitted Information as described in this Agreement; (b) due to factors beyond Medmarketjobs.com control, it may be legally obligated to disclose Submitted Information to the government or third parties under certain circumstances, or third parties may circumvent our security measures to unlawfully intercept or access Your Submitted Information; and (c) Medmarketjobs.com uses contractors and service providers to provide certain services to You and such contractors or service providers will have access to Your Submitted Information for this purpose.

Breach

Investigation. If Medmarketjobs.com receives information of any alleged breach of this Agreement by You, Medmarketjobs.com will have the right (but not the obligation) to investigate the alleged breach.

Suspension or Termination. If (a) You breach any term of this Agreement, (b) Medmarketjobs.com is unable to verify or authenticate any information You provide, or (c) Medmarketjobs.com believes that Your actions may cause financial loss, loss of goodwill, or legal liability for Medmarketjobs.com or other users, without limiting any other remedies, Medmarketjobs.com may limit Your activity on the Website, immediately remove Your Submitted Information from the Website, inform other users of Your actions, issue a warning, terminate, or temporarily suspend Your use of the Website and refuse to provide Services to You.

Trade Secrets. You acknowledge and agree that in the course of Your activities on the Website, You will receive access to the valuable trade secrets of Medmarketjobs.com, including without limitation the contents of the Resume Database and Your username and password. You further acknowledge that misappropriation of trade secrets is a violation of state and federal law, and that Medmarketjobs.com reserves the right to vigorously pursue actions to vindicate its rights under applicable law, including by extending full cooperation to law enforcement authorities in the criminal prosecution of trade secret theft.

Injunctive Relief. You acknowledge that the violation of any provision of this Agreement has the potential to cause irreparable harm to Medmarketjobs.com and the Website which cannot be reasonably or adequately compensated by monetary damages in an action at law. Accordingly, Medmarketjobs.com shall be entitled, without posting bond or any other security, to injunctive and other equitable relief to enforce the provisions of this Agreement. No action for injunctive or other equitable relief shall be deemed to waive Medmarketjobs.com right to an action for damages.

No Warranty. Medmarketjobs.com provides the website "AS IS" and without any warranty of condition, express, implied or statutory. Medmarketjobs.com specifically disclaims any implied warranties or conditions of merchantability, fitness for a particular purpose, quiet enjoyment and non interference, accuracy, title, and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to You.

Accessibility. Medmarketjobs.com makes no warranty or representation of any kind that (a) use of the Website will be uninterrupted or error-free, (b) the Website may be accessed or otherwise used outside the United States of America. If You access the Website from outside the United States of America You do so at Your own risk and are solely responsible for compliance with the laws of Your jurisdiction.

Third Party Information. Medmarketjobs.com makes no representation or warranty of any kind for any information provided by a third party (such as a third party's Resume Materials). You acknowledge that You bear any and all risk relating to the truthfulness, accuracy, or reliability of communications or information provided by third parties on the Website.

Links. Certain links on the Website lead to resources located on servers that are not maintained or controlled by medmarketjobs.com. We are not responsible for the contents of any such referenced websites or for the availability or access to such websites.

Limitation of Liability. In no event will Medmarketjobs.com, its officers, directors, affiliates, agency licensors, or suppliers be liable for lost profits or any special, incidental or consequential damages arising out or relating to the website or this agreement.

Indemnity. You agree to indemnify and hold harmless Medmarketjobs.com, its affiliates, and their agents, employees, successors and assigns from and against any and all liabilities, losses, damages, costs and expenses (including attorney's fees and other costs of defending such action) resulting from or relating to breach of any term or condition of this Agreement by You or any of Your employees or agents.

Term and Termination. Unless otherwise provided in the Order, the initial term of this Agreement will be for one year. The Agreement will be automatically extended for successive renewal terms of one year unless either party gives the other party notice of non-renewal. Medmarketjobs.com may immediately terminate this Agreement upon written notice if You breach any provision of this Agreement.

General

Assignment. You may not assign or transfer, by operation of law or otherwise, any of Your rights under this Agreement or delegate any duties under this Agreement to any third party without Medmarketjobs.com prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void.

Waivers. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

Attorney's Fees. In any controversy, claim or dispute arising out of or relating to this Agreement or the method or manner of performance thereof or the breach thereof, the prevailing party shall be entitled and awarded in addition to any other relief, its attorneys' fees and costs.

Severability. If any term or provision of this Agreement or any application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such terms or provisions to person or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

Choice of Law; Jurisdiction. This Agreement will be governed by the laws of the State of Nebraska excluding any conflicts of laws principles that may provide for the application of the law at another jurisdiction. You hereby consent to the exclusive personal jurisdiction of the state and federal courts in Douglas County, State of Nebraska. Notwithstanding the foregoing sentence, Medmarketjobs.com may bring an action arising out of or relating to this Agreement in any court of competent jurisdiction.

No Agency. You and Medmarketjobs.com are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

Amendments. Medmarketjobs.com may amend this Agreement at any time by posting the amended terms on the Website. For existing users, all amended terms shall be automatically effective 30 days after they are initially posted on the Website. In addition, Medmarketjobs.com will notify You of material amendments to this Agreement. This Agreement may not be otherwise amended except in a writing signed by You and Medmarketjobs.com.

Entire Agreement. This Agreement, including Orders and Supplemental Terms executed by the parties (if any), contains the complete agreement of the parties regarding the subject matter herein and supersedes any prior understanding or verbal or oral agreement on any matter which is the subject of this Agreement. Other areas of the Website may be subject to additional terms of use which will govern those other areas.

The services hereunder are offered by Medmarketjobs.com, 13302 Millard Ave. Suite 104, Omaha, NE. If You are a California resident, You may have this same information emailed to You by sending a letter to the foregoing address with Your email address and a request for this information.