

Terms & Conditions

Introduction

These Terms and Conditions ("Terms") govern your access to, and use of the services provided by Utahdentaljobs.com and Doctors Staffing and Resources, Inc. including our website, software, and any associated services (collectively, "Services"). By accessing, browsing, or using our Services, you agree to comply with and be bound by these Terms, along with our Privacy Policy and any additional terms and conditions that may apply to specific features of our Services.

If you do not agree with these Terms, you may not use our Services. We encourage you to read this document carefully to understand your rights, obligations, and responsibilities when using Utahdentaljobs.com.

Purpose of the Terms

The purpose of these Terms is to establish a clear understanding of the conditions under which Utahdentaljobs.com facilitates services between dental professionals ("Candidates") and dental practices ("Clients"). These Terms apply to all users of our Services, including visitors to our website, registered users, Candidates, and Clients.

Modifications to the Terms

We reserve the right to update, modify, or revise these Terms at any time. Any changes will become effective upon posting on our website. Continued use of our Services after the changes have been posted constitutes your acceptance of the revised Terms.

1.0 Pricing

Current pricing is located on the job posting submission form. We may change the pricing at any time without notice. However, job posting services purchased in advance and paid at time of purchase will be honored throughout the term for the services purchase.

2.0 Content

We reserve the right to remove any content deemed, in our sole discretion, to be offensive, objectionable, or not applicable to the dental community without notice.

3.0 Payment

Payment is to be made at the time of purchase via a credit card. Your payment will be processed by a third-party credit card payment processing company. All credit card payments will also be subject to the Terms and Conditions of the third-party processing company.

4.0 No Promise of Results

Utahdentaljobs.com provides services to facilitate connections between dental professionals (“Candidates”) and dental practices (“Clients”). However, Utahdentaljobs.com does not guarantee or promise any specific outcomes, including but not limited to, successful placement, continued employment, or satisfaction with the services provided. By using our services, you acknowledge and agree to the following:

- 4.1 Candidates acknowledge that Utahdentaljobs.com does not guarantee placement or employment with any Client. Similarly, Clients acknowledge that Utahdentaljobs.com does not guarantee that Candidates referred through its services will meet specific qualifications, experience levels, or other expectations.
- 4.2 Utahdentaljobs.com does not warrant or make any representation regarding the performance, suitability, or qualifications of any Candidate or the conditions and opportunities provided by any Client.
- 4.3 Clients and candidates acknowledge that any decisions to engage in a working relationship, hire a Candidate, or accept a position are made independently and at their sole discretion.
- 4.4 Utahdentaljobs.com is not responsible for the success, quality, or results of any placement, assignment, or employment facilitated through its services.
- 4.5 Utahdentaljobs.com acts solely as a facilitator between Clients and Candidates and is not responsible for the terms, conditions, or outcomes of any agreements, contracts, or employment relationships formed between the parties.

By using the services of Utahdentaljobs.com, you acknowledge that no guarantees or promises of specific results have been made and agree to hold Utahdentaljobs.com or

Doctors Staffing and Resources, Inc. harmless from any claims or liabilities arising from the use of its services.

5.0 Website Availability

Utahdentaljobs.com strives to provide uninterrupted access to its website and online services. However, we do not guarantee that the website will always be available, error-free, or free from interruptions. By using our website, you acknowledge and agree to the following:

5.1 Downtime and Interruptions:

The website may be unavailable at times due to maintenance, updates, technical issues, or reasons beyond our control, including but not limited to server failures, internet disruptions, or acts of nature.

5.2 No Liability for Downtime:

Utahdentaljobs.com is not liable for any direct, indirect, incidental, or consequential damages arising from the unavailability of the website or any associated services, including but not limited to, lost opportunities, delays, or disruptions in business operations.

5.3 Notice of Scheduled Maintenance:

When possible, we will provide advance notice of scheduled maintenance or downtime via the website or other communication channels.

5.4 User Responsibility:

Users are responsible for ensuring they have backup arrangements or alternative methods of communication with the Agency during periods when the website may be unavailable.

5.5 Modifications and Updates:

Utahdentaljobs.com reserves the right to modify, suspend, or discontinue any aspect of the website or its services at any time, with or without notice.

By using the website, you accept these terms and acknowledge that Utahdentaljobs.com or Doctors Staffing and Resources, Inc. are not liable for any disruptions or temporary unavailability of its online services.

6.0 Representations and Warranties:

By using the services provided by Utahdentaljobs.com, all users, including dental professionals (“Candidates”) and dental practices (“Clients”), represent and warrant the following:

6.1 Job Seekers/ Candidates:

- Accuracy of Information - Candidates represent and warrant that all information provided to the Agency, including but not limited to qualifications, certifications, licenses, work history, and references, is true, accurate, complete, and up to date.
- Compliance with Legal Requirements - Candidates represent and warrant that they are duly licensed and authorized to perform the services for which they are seeking placement and that their licensure and certifications are in compliance with all applicable federal, state, and local laws and regulations.
- Professional Standards - Candidates represent and warrant that they will perform their professional duties with the highest standards of care, integrity, and professionalism, consistent with industry norms and applicable legal and ethical obligations.
- No Conflicts or Restrictions - Candidates represent and warrant that they are not subject to any non-compete agreements, restrictions, or other limitations that would prevent them from being placed through the Agency or performing work at any assigned location.

6.2 Dental Practices/ Clients:

- Business Compliance - Clients represent and warrant that their dental practice is in compliance with all applicable federal, state, and local laws and regulations, including those relating to employment, workplace safety, and patient care.

- Work Environment - Clients represent and warrant that they will provide a safe, lawful, and professional work environment for Candidates placed through Utahdentaljobs.com.
- Payment of Fees - Clients represent and warrant that they will pay all applicable fees and charges in accordance with Utahdentaljobs.com terms, as outlined in the terms and conditions or any separate agreement.
- Truthful Representations - Clients represent and warrant that all information provided to Utahdentaljobs.com, including but not limited to staffing needs, job descriptions, and workplace conditions, is accurate, truthful, and complete.

6.3 General:

- Non-Infringement - Both Candidates and Clients represent and warrant that their use of Utahdentaljobs.com services does not infringe upon the rights of any third party or violate any applicable laws or regulations.
- Indemnification - Users agree to indemnify and hold the Agency harmless from any claims, liabilities, damages, or losses arising out of a breach of these representations and warranties.
- Changes to Information - Users represent and warrant that they will promptly notify the Agency of any changes to the information provided that may affect their eligibility or participation in the Agency's services.

This clause is intended to ensure transparency, accuracy, and compliance from all parties engaging with Utahdentaljobs.com or Doctors Staffing and Resources, Inc. Any breach of these representations and warranties may result in termination of services, legal action, or other remedies as deemed appropriate by Utahdentaljobs.com or Doctors Staffing and Resources, Inc.

7.0 Limitation of Liability

In no event will Utahdentaljobs.com or Doctors Staffing and Resources, Inc. be liable to you or any third- party claimant for any indirect, special, punitive, consequential or

incidental damages, lost profits, damages resulting from lost data or business interruption, regardless of how characterized, including but not limited to damages based on warranty, contract, tort or any other legal theory, even if Utahdentaljobs.com or Doctors Staffing and Resources, Inc. has been advised of the possibility of the damages. In no event will our liability exceed the amount paid by you for the purchased services.

8.0 Indemnity

You agree to defend, indemnify, and hold harmless Utahdentaljobs.com or Doctors Staffing and Resources, Inc. and its officers and employees from and against any claims, actions or demands, including without limitation reasonable legal fees, alleging, or resulting from your use of the utahdentaljobs.com, or your breach of these terms.