



SGC Dental Staffing LLC

Terms of Use

Introduction

Welcome to sgcstaffing.com! By using our website, you acknowledge that you have read and understood these terms of use (the “Terms”), which incorporate by reference our Privacy Policy, located at sgcstaffing.com/home, and agree to be bound by the Terms.

It is your obligation to review these Terms before using the Website. If you do not understand or have questions about the Terms, please stop all use of the Website and contact us at admin@sgcstaffing.com. Any changes to these Terms will be effective immediately upon our posting them to the Website, unless otherwise stated. We reserve the right to change the contents of the Website at any time, with or without notice. These Terms apply only to the Website and do not apply to any websites, even those controlled by us, that are linked to the Website. For access to the terms of use or privacy policies of linked websites, you should refer to the policies of those websites.

Purpose

The Website is intended to be a job search engine page that allows job seekers to search for job openings and employers to post job listings. The website also allows for SGC Dental Staffing LLC to act as staffing agency to staff dental offices/corporations with Locum Tenens dental professionals upon signed agreement of the locum Tenens agreement, and doctors staffing agreement.



SGC Dental Staffing LLC

Definition

“SGC” means SGC Dental Staffing LLC, a Maryland limited liability company, who is the owner and operator of the Website.

“Website” means the website located at sgcstaffing.com.

“Content” means any and all material, existing or having existed on the Website in any fashion from any origin and in any form whether digital, electronic, posted, deleted, archived, embedded, or linked or contained in any subpage of the Website or existing as data, designs, text (on every page of the Website, whether editorial, navigational, or instructional), images, graphics (including all logos, buttons, and other graphical elements on the Website, including the color combinations and the page layout of the Website, with the exception of trademarks and intellectual property belonging to third parties), code or programming (includes both client-side code and server-side code (including compiled or interpreted code in any computer language, databases, etc.) used on the Website), and includes all material that we have provided on or as part of the Website or which any Users have submitted, posted, uploaded, or otherwise provided to the Website.

“Services” means any of the products or services provided by or through SGC.

“User” means any person or entity, as the case may be, who accesses the Website. As a User, you are subject to these Terms and our Privacy Policy sgcstaffing.com/home and agree to abide by all terms and conditions contained in these Terms.

“Job Seekers” means individuals actively seeking employment.

“Clients” means potential employers.

Usage & Access

General Use of This Website

We hereby grant you a limited license to view and use the website solely for your Business use and only as an aid to properly engaging with the Website as a User. You may use the Website only in a manner consistent with your bona fide Business needs.

The Website and any Services are not intended for the use of children under the age of 18. Children under the age of 18 may not use or submit any information to the Website, and their guardians should not permit them to do so.



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Restrictions On Use of This Website

Any unauthorized use by you or on your behalf, including as described in this section of these Terms, will automatically terminate the license granted by us, and you may not thereafter use the Website for any personal or business purpose.

Except as provided in these Terms or by the Website itself, you may 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 or by applicable law
- Download (other than page caching), excerpt, summarize, copy, or create derivative works from any portion of the Website
- Gather information from the Website from data mining, robots, spiders, or similar extraction tools
- Interfere with the proper operation of the Website including by attacking, hacking into, or otherwise attempting to penetrate any non-publicly accessible elements of the Website or its servers or network, through the use of bots, Trojan horses, Viruses, DNS attacks, or any other technology that is designed or intended to interfere with the proper operation of the Website or the use of the Website by any User
- Circumvent or attempt to circumvent any security or access control technology implemented on the Website or its associated servers and networks
- Advertise or otherwise engage in any commercial endeavor, including any pyramid, network marketing, Ponzi, or similar scheme
- Impersonate or misrepresent your connection to any other entity or person or otherwise manipulate identifiers to disguise the origin of the content
- Disrupt the normal flow of communications or affect the ability of any User to use this Website
- Advocate illegal activity or an intention to commit an illegal act or violate any applicable local, state, national or international law.

Termination of Access

Use of this Website is not a legal right. We reserve the right to suspend or terminate your access to the Website for any reason or no reason at any time, in our sole discretion without considering the potential ramifications on you and your activities.

Information You Provide

If you choose to provide any personal information via this Website, the information will be used only for the purposes described in our Privacy Policy located at sgcstaffing.com/home. We may collect or share certain information based on your usage of the Website, as described in, and subject to, our Privacy Policy.

To facilitate communications between you and us, this Website offers you the ability to contact us. Although we strive to protect and secure our online communications, and use the security

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measures detailed in our Privacy Policy to protect your information, you and we both acknowledge that no data transmitted over the Internet can be guaranteed to be completely secure and that no security measures are perfect or impenetrable.

You agree to release us from:

- Any liability to you for any unaccepted or unprocessed email instructions or requests.
- Any loss or damage arising out of any unauthorized use by third parties of any information that you send by email. If you would like to transmit sensitive information to us, please contact us, without including the sensitive information, to arrange a more secure means of communication.

Prohibited Information

Please do not send us any confidential or proprietary information or trade secrets through the Website. They are not protected by any confidentiality agreement, and you do so at your own risk.

Information you submit through the Website or otherwise may not contain:

- Commercial speech, such as links to other websites, solicit money or offer securities, or contain any chain letters, pyramid schemes, or spam
- The intellectual property of a third party, including trade secrets, except in accordance with applicable law (that is, fair use or appropriate permission) or infringe on such IP;
- Material that is false or misleading or impersonates another person, or misstates or misleads as to identity, gender, or age
- Material that is harmful, threatening, abusive, harassing, tortious, defamatory, obscene, invasive of another's privacy, or otherwise unlawful;
- Viruses, worms, time bombs, Trojan horses, or other harmful or disruptive components or links to such items

- Any robot, spider, website search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Website or its contents.

Job Seeker

Acceptance of Terms

By using SGC Staffing LLC website (sgcstaffing.com), you agree to comply with and be bound by these Terms and Conditions. If you do not agree to these terms, please refrain from using the website.



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Registration and Account Security

To access certain features of the website, you may be required to register for an account. You are responsible for maintaining the confidentiality of your account information, including your username and password. You agree to notify SGC Staffing immediately of any unauthorized use of your account.

Accuracy of Information

You acknowledge and agree that SGC Staffing is a platform for connecting individuals actively seeking employment, referred to as "Job Seekers," with potential employers, referred to as "Clients." While we make efforts to ensure the accuracy of the information provided on our website, you are solely responsible for the accuracy, completeness, and reliability of any information you submit. This includes your personal and professional details, resume, contact information, licensing, and any other information.

Responsibility for Information on Resume

You acknowledge that you are solely responsible for the accuracy of information provided on your resume, including but not limited to work experience, education, certifications, licensing, and any claims made. SGC Staffing is not liable for any consequences resulting from inaccuracies in your resume.

Licensing and Updates

If your profile/resume includes licensing information, it is your responsibility to ensure that your licensing is current and valid. You must promptly update any changes to your licensing information on sgcstaffing.com. SGC Staffing is not responsible for verifying the validity of your licensing information.

Job Postings and Employer Information

While we strive to ensure the legitimacy of job postings and employer profiles, SGC Staffing cannot guarantee the accuracy or authenticity of the information provided by employers. It is your responsibility to conduct your own research and due diligence before applying to any job or engaging with any employer.

Communication with Employers

By using sgcstaffing.com, you agree that any communication or interaction with employers is solely at your own risk. SGC Staffing is not responsible for the actions or behavior of employers, and we cannot guarantee the accuracy of the information provided by them.



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Prohibited Activities

You agree not to engage in any activities that violate these Terms and Conditions, including but not limited to providing false information, impersonating others, or engaging in fraudulent activities.

Termination of Account

SGC Staffing reserves the right to suspend or terminate your account if we believe, in our sole discretion, that you have violated these Terms and Conditions or engaged in any activities that may harm SGC Staffing or its users.

Modifications to Terms

SGC Staffing reserves the right to modify or update these Terms and Conditions at any time. It is your responsibility to review these terms periodically. Continued use of the website after changes have been made implies acceptance of the modified Terms and Conditions.

By using sgcstaffing.com, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.

Client

Acceptance of Terms

By using SGC Staffing's website (sgcstaffing.com) as a client seeking potential employees, you agree to comply with and be bound by these Terms and Conditions. If you do not agree to these terms, please refrain from using the website.

Registration and Account Security

To access certain features of the website, you may be required to register for an account. You are responsible for maintaining the confidentiality of your account information, including your username and password. You agree to notify SGC Staffing immediately of any unauthorized use of your account.

Accuracy of Information

You acknowledge and agree that as a client using SGC Staffing's platform, you are solely responsible for the accuracy, completeness, and reliability of any information you provide. This includes job postings, company profiles, and any other details submitted to sgcstaffing.com.



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Liability for Misinformation

You understand and accept that you are held liable for any misinformation presented in your job postings or company profiles. SGC Staffing is not responsible for the accuracy of the information provided by clients, and any consequences arising from inaccuracies are the sole responsibility of the client.

Background Checks

It is your responsibility to conduct background checks on potential employees sourced through sgcstaffing.com. SGC Staffing does not confirm the accuracy of any information provided by job seekers, and we recommend that clients independently verify the information before making any hiring decisions.

Job Seeker Interaction

By using sgcstaffing.com, you acknowledge that any communication or interaction with job seekers is solely at your own risk. SGC Staffing is not responsible for the actions or behavior of job seekers, and we cannot guarantee the accuracy of the information provided by them.

Prohibited Activities

You agree not to engage in any activities that violate these Terms and Conditions, including but not limited to providing false information, engaging in discriminatory practices, or violating applicable employment laws.

Termination of Account

SGC Staffing reserves the right to suspend or terminate your account if we believe, in our sole discretion, that you have violated these Terms and Conditions or engaged in any activities that may harm SGC Staffing or its users.

Modifications to Terms

SGC Staffing reserves the right to modify or update these Terms and Conditions at any time. It is your responsibility to review these terms periodically. Continued use of the website after changes have been made implies acceptance of the modified Terms and Conditions.

By using sgcstaffing.com as a client, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.



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Intellectual Property

Rights

SGC owns all intellectual property rights relating to the SGC brand and other content including: copyright, trademark, service mark, trade name, trade dress, logo, patents and patentable subject matter, trade secrets, and data elements and other Content that has or provides the “look and feel” of the SGC brand image, as well as our own Content, including the text, graphics, programming (including source and object code), photographs, video, and audio

contained in the Website (the “Intellectual Property”). All other intellectual property not owned by SGC is the property of its respective owner or licensee, as the case may be. We reserve all rights to all of our Intellectual Property. Your use of the Website does not grant you any rights or licenses relating to the Intellectual Property, except as expressly provided for in these Terms.

You may not display, copy, modify, create derivative works of, sell, or distribute any of the Intellectual Property, or use it in any other way for public or commercial purposes except in accordance with these Terms and the intended purpose of the Website.

Infringing Third-Party Intellectual Property

We respect the intellectual property of others, and we ask you to do the same. We may, in appropriate circumstances and at our discretion, terminate or suspend use of the Website to Users who infringe the intellectual property rights of others.

We will respond to claims of copyright and trademark infringement in accordance with applicable law. We will promptly process and investigate notices of alleged infringement by third parties and will take appropriate actions under applicable law, including the Digital Millennium Copyright Act (“DMCA”), 17 U.S.C. § 512(c)(2).

Reporting Infringement

Only the intellectual property rights owner may report potentially infringing items through this reporting system. If you are not the intellectual property rights owner, you should contact the intellectual property rights owner, who can choose whether to use the procedures set forth in these Terms.

If you believe that your work is the subject of copyright infringement or a trademark infringement, provide our copyright agent with the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed



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2. 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
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law
6. 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.

Send the reporting information to our agent for notice of claims of copyright or trademark infringement as follows:

By email: admin@sgcstaffing.com

By mail: 4701 Sangamore Road Suite 100N #2356 Bethesda, MD

Please note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing is subject to liability for damages.

Once a proper, bona fide notification of infringement is received by the designated agent, our policy is to:

1. Remove or disable access to the allegedly infringing material
2. Notify the User whose material has been removed or disabled
3. For repeat, flagrant, or bad-faith offenders, remove the allegedly infringing material from the Website and, in our discretion, terminate such User's access to the Website and the Services.

Responding to a Notice of Infringement

If after receiving a notice of infringement, you may elect to send us a counter-notice. To be effective, the notice must be in writing, provided to our designated agent, and include substantially the following (please consult your own attorney or see 17 U.S.C. §512(g)(3) to confirm these requirements):

1. A physical or electronic signature of the User
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled

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3. A statement under penalty of perjury that the User has a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled
4. The User's name, address, and telephone number, and a statement that the User consents to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if the user's address is outside of the United States, for any judicial district in which SGC may be found, and that the user will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

Send the notice to our agent for notice of claims of copyright or trademark infringement as follows:

By email: admin@sgcstaffing.com

By mail: 4701 Sangamore Road Suite 100N #2356 Bethesda, MD

Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification is subject to liability for damages.

Disclaimers and Limitations

Your consent and agreement to the following disclaimers and limitations is a material inducement for us to permit you to access the Website or use the Services.

Disclaimers

THE WEBSITE AND ITS CONTENT, INCLUDING ALL PRODUCTS OR SERVICES FROM SGC, ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY. SGC DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

SGC DOES NOT WARRANT THAT THE CONTENT, FUNCTIONS, OR SERVICES CONTAINED IN OR ACCESSED THROUGH THE WEBSITE WILL BE UNINTERRUPTED, ACCURATE, RELIABLE, OR ERROR-FREE. YOU, AND NOT SGC, ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION IF THERE IS ANY LOSS OR DAMAGE ARISING FROM OR IN CONNECTION WITH THE USE OF THE WEBSITE, ITS CONTENT, OR ANY SERVICES.

SGC DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OF THE WEBSITE OR THE RESULTS OF ITS USE RELATED TO ACCURACY, RELIABILITY, OR OTHERWISE. THE WEBSITE MAY INCLUDE ERRORS (INCLUDING TECHNICAL OR TYPOGRAPHICAL ERRORS), AND WE MAY MAKE CHANGES TO THE WEBSITE AT ANY

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TIME, WITH OR WITHOUT NOTICE.

NEITHER SGC NOR ANY OTHER PERSON OR ENTITY ASSOCIATED WITH THE DESIGN OR MAINTENANCE OF THE WEBSITE WILL BE HELD LIABLE OR RESPONSIBLE IN ANY WAY FOR ANY DAMAGE, LOSS, INJURY, OR MALFUNCTION ASSOCIATED WITH YOUR USE OF THIS WEBSITE OR THE SERVICES.

Third Parties and Third-Party Websites

The Website may contain links to other websites for your convenience and information. Links may be contained on pages, or in blog posts, emails from us, or newsletters we make available from time to time.

Such links may be to advertisers, merchandise retailers, payment processors, content providers, social media or other companies who may use our logo or style as a result of a co-branding agreement.

These websites may be operated by companies that are not affiliated with SGC and may have different privacy policies and terms of use. Notwithstanding the presentation of, or links to, any third-party information or website on the Website, such presentation is not an endorsement, guarantee, representation, or warranty, either express or implied, by us on behalf of any third party. SGC does not control the content that appears on these websites or their privacy practices.

We hereby disclaim any liability or responsibility for the content, subject matter, or substance of any information accessed or obtained from third-party websites accessed from or via the Website. Accessing third-party websites from our Website is therefore done at your own risk. These Terms apply only to the Website and do not apply to any websites, even those controlled by us, that are linked to the Website. For access to the terms of use or privacy policies of linked websites, you should refer to the policies of those websites.

Information Monitoring and Updates

We attempt to ensure that information on the Website is complete, accurate, and current. Despite our efforts, the information on this Website may be inaccurate, incomplete, or out of date, and we make no representation to you about the completeness, accuracy, or timeliness of any information on the Website, such as information about the nature or characteristics of any goods or services we provide, including pricing or terms of sale.

We do not assume any obligation to review or monitor the Content or other information submitted to the Website by third parties. We may review some, none, or all of the information submitted to the Website. We reserve the right to remove, edit, or reject any information submitted to the Website for any reason or no reason. You assume the responsibility of verifying the accuracy of any posted information through your own independent investigation. We reserve the right to cooperate with any law enforcement authorities or court orders

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requesting or directing us to disclose the identity of anyone posting any messages or publishing or otherwise making available any materials that are believed to violate these Terms or applicable law.

You consent to our disclosure, without your further consent or notice, of your IP address, username, name, IP location or other information as required by any subpoena issued to us by a court or from a law enforcement or government agency. We may challenge any such subpoena on legal grounds but are not required to do so.

Viruses

SGC does not assume any responsibility or risk for your use of the Internet and the myriad of risks it presents.

We cannot and do not guarantee that the materials contained on this Website will be free of viruses, worms, or other code or related hazards that may have destructive properties (collectively, "Viruses"). It is your responsibility to ensure that you have sufficient procedures, firewalls, checkpoints, and safeguards within your computer system to satisfy your particular requirements to protect against Viruses.

Limitations of Liability

IN NO EVENT WILL SGC , ITS AFFILIATES, OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT, OR SPECIAL DAMAGES, (INCLUDING LOST PROFITS) WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SGC IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE LIMITATIONS SET FORTH IN THIS SECTION MAY NOT APPLY TO YOU. IF THE FOREGOING LIMITATIONS ARE HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, AND IF SGC IS HELD RESPONSIBLE BY ANY COURT, THEN THE MAXIMUM LIABILITY OF SGC TO YOU FOR ANY TYPE OF DAMAGES WILL BE LIMITED TO THE AMOUNT YOU PAID SGC FOR SERVICES.

Disputes

Indemnification

You shall indemnify, defend and hold harmless SGC , its affiliates, and their respective officers, directors, managers, agents, employees, and contractors from any losses or liabilities including reasonable attorneys' fees and costs of suit, arising out of any claims, actions, demands, liabilities, and settlements, including third-party claims and causes of action, arising out of or

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related to any one or more of the following: (1) your use of the Website or the Services; (2) information, including Submissions, that you submit, transmit, or otherwise make available via the Website; (3) your breach of these Terms; (4) your use of the intellectual property of a third party; (5) any investigations of or involving you or your conduct by SGC , law enforcement, or governmental authorities; and (6) your violation of any applicable law.

Release

You, on behalf of your successors and assigns or heirs and personal representatives, as the case may be, hereby irrevocably and fully release SGC , its affiliates, and their respective officers, directors, managers, agents, employees, and contractors from and against any and all suits, claims, actions, causes of action, arbitration, liabilities, obligations, damages, losses, penalties or fines known or unknown, arising out of or in connection with information or Submissions provided by third parties to, through, or in connection with the Website or Services.

Dispute Resolution

Governing Law

Maryland law governs your use of the Website, the Services, and all disputes, claims, actions, suits, or other proceedings arising out of or related to the Website, the Services, these Terms, or the Privacy Policy.

Dispute Resolution

The parties shall first use good-faith efforts to attempt to resolve any dispute, claim, or controversy arising out of or relating to the Website, the Services, these Terms, or the Privacy Policy by negotiation before bringing any action, other than an action for preliminary injunctive relief.

Venue

Any mediation, dispute or court proceeding based on or arising out of the Website, the Services, these Terms, or the Privacy Policy must be brought in the state or federal courts sitting in Montgomery County Circuit Court.

Jurisdiction

You and SGC hereby irrevocably consent to the personal jurisdiction by such courts. You and SGC represent that such courts are a convenient forum.



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Time period for bringing claims

Regardless of any statute or law to the contrary, any claim under these Terms or Privacy Policy must be brought within one (1) year after the cause of action arises, or such claim will be forever barred and deemed released.

Fees and costs

The prevailing party in any action or proceeding under these Terms will be entitled to recover legal fees and other costs reasonably incurred in that action or proceeding, in addition to any other relief to which the party may be entitled.

Additional Provisions

Entire Agreement

These Terms, together with the Privacy Policy sgcstaffing.com/home, constitute the entire agreement between you and SGC governing the Website or Services and supersede any prior agreements or understandings, oral or written, between you and SGC with respect to the Website or the Services. Each of us represents to the other that we are not relying on any representations or promises not set forth in these Terms or the Privacy Policy. You also may be subject to additional contractual terms that may apply if you use or purchase certain Services of SGC and enter into a separate agreement.

Waiver

The failure of SGC to enforce any right in these Terms or the Privacy Policy will not constitute a waiver of any right or provision.

Severability

If any provision of these Terms or Privacy Policy is found by a court to be unenforceable for any reason, it will not affect any other provision, and these Terms or Privacy Policy will be construed without regard to the unenforceable provision.

Local Laws

The materials on the Website may not be appropriate or available for use in your location. Persons who choose to access the Website do so on their own initiative and at their own risk and are responsible for compliance with local laws, rules, and regulations applicable to them. SGC may limit the Website's availability, in whole or in part, to any person, geographic area, or jurisdiction.

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SGC Dental Staffing LLC

Relationship

These Terms do not create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties.

Assignment

SGC may assign these Terms or Privacy Policy and delegate any of its obligations.