

Hippocratic Adventures

Terms of Use

Last Updated: May 25, 2021

These Terms of Use (“Terms of Use” or “Terms”) govern your use of www.hippocraticadventures.com (the “Site”) owned and operated by Hippocratic Adventures, LLC, (“Hippocratic Adventures”, “our”, “us” or “we”). Please read these Terms of Use carefully before using the Site. By accessing or using the Site in any manner, including, but not limited to, visiting or browsing the Site, you agree to be bound by these Terms of Use. Capitalized terms are defined herein. If you do not accept these Terms of Use, then you may not use the Site.

1. About Hippocratic Adventures

Hippocratic Adventures, through the Site, enables you to be part of a community of American-trained physicians across all specialties who are practicing medicine and dream of practicing medicine all over the world. Our community develops and shares resources to help transition from a US-based medical practice to locations worldwide. We collaborate with local and global organizations to connect our community with job and humanitarian opportunities.

The Site has particular features for: 1) individuals seeking employment and volunteer opportunities (“Job Seekers”), and 2) individuals or organizations seeking to make available information regarding employment or volunteer positions and receive applications for said positions, on their behalf or other’s behalf, including but not limited to employment agencies (“Employers”).

2. Your Account and Use of the Site

2.1. Registration. You are able to create your own account on the Site in order to respond to and manage employment or volunteer opportunities. You can also use the Site without creating an account. You represent and warrant that all information that you submit to us in any form is complete, accurate, and truthful. If you allow a third party to assist you in providing any information to us, you represent and warrant that you have reviewed that information and confirmed that it is complete, accurate, and truthful prior to its submission. If you are creating an account on our Site, you also will set an account password. You are solely responsible for setting your password and for maintaining its confidentiality. You agree to notify us in writing immediately of any unauthorized use of your password or account or any other security breach of which you become aware.

2.2. Your Use of the Site. We grant to you a personal, non-transferable, non-sublicensable, revocable, limited right to access and use our Site in accordance with these Terms of Use. You agree to abide by all copyright notices, information, and restrictions contained in the Site. You agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publish, adapt, edit, create derivative works from, harvest or scrape any content or data from, or otherwise exploit the Site. Hippocratic Adventures reserves all rights in and to the Site.

2.3. Your Data. Subject to these Terms of Use, you (or your designated user) consent and grant to Hippocratic Adventures the right to use and incorporate the data you submit to us through the Site (“Your Data”) into the Site, and to share Your Data with third parties including Employers, other job search organizations and other organizations seeking job candidates per the terms and conditions of our Privacy Policy which can be accessed [here](#). These third parties may access and otherwise use Your Data for their

internal business purposes. You are responsible for the authenticity, accuracy, completeness, and provision of Your Data. We reserve the right to remove Your Data from the Site at any time for any reason or no reason at all. We also reserve the right to access, preserve, and disclose any information that we reasonably believe is necessary (i) to satisfy any applicable law, regulation, legal process, or governmental request; (ii) to detect, prevent, or otherwise address fraud, security or technical issues; (iii) to respond to your support requests; or (iv) to protect or enforce the rights of Hippocratic Adventures, our users, or the public.

2.4. Public Forums and Use Restrictions. We may, from time to time, make messaging services, chat services, bulletin boards, message boards, reviews, other forums and other such services available on or through the Site. In addition to any other rules or regulations that we may post in connection with a particular service, you agree that you will not upload, post, transmit, distribute or otherwise publish through the Site or any service or feature made available on or through the Site (including as a Job Seeker in response to a Job Listing (as defined below)), any materials which (i) restrict or inhibit any other user from using and enjoying the Site or the Site's services, (ii) are fraudulent, unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, vulgar, offensive, pornographic, pedophilic, profane, sexually explicit or indecent, (iii) violate any local, state, national or international law, (iv) violate, plagiarize or infringe the rights of third parties, (v) contain a virus, spyware, or other harmful component, (vi) contain embedded links, advertising, chain letters or pyramid schemes of any kind, or (vii) constitute or contain false or misleading indications of origin, endorsement or statements of fact.

2.5. Private or Sensitive Information on Public Forums. It is important to remember that comments submitted to a forum may be recorded and stored in multiple places, both on our Site and elsewhere on the Internet, which are likely to be accessible for a long time and you have no control over who will read them now or in the future. It is therefore important that you are careful and selective about the personal information that you disclose about yourself and others, and in particular, you should not disclose sensitive, proprietary or confidential information in your comments to our public forums.

3. Job Listings

Hippocratic Adventures may make available employment opportunities and other job-related content, including links to third-party sites ("Job Listings"), through the Site. Searching for Job Listings on the Site is free for Job Seekers. Job Listings are provided by third parties over whom Hippocratic Adventures exercises no control; you acknowledge and understand that Hippocratic Adventures has no control over the content of Job Listings, links to or from Job Listings, or any conditions third parties might impose once you have submitted an application or left the Site. For example, some of these third parties may attempt to charge you a fee to apply to a particular job. If you leave the Site and choose to enter a third-party site, you accept any terms and conditions imposed by that third-party. Hippocratic Adventures has no obligation to screen any Job Listings, or to include any Job Listings, in its search results or other listings, and may exclude or remove any Job Listings from the Site or your search result for any or no reason. You understand and agree that Hippocratic Adventures has no obligation to present you with any or all Job Listings. We cannot confirm the accuracy or completeness of any Job Listing or other information submitted by any Employer or other user, including the identity of such Employer or other user. Hippocratic Adventures assumes no responsibility, and disclaims all liability for the content, accuracy, completeness, legality, reliability, or availability of any Job Listings, screener questions and responses, and assessments. Additionally, Hippocratic Adventures may provide search

options to narrow down Job Listings search results by job type categories (i.e. full-time, part-time, etc.), and such categories are created independently and entirely by Hippocratic Adventures, and may not directly or accurately reflect the content of the Job Listings. Hippocratic Adventures may reformat Job Listings so that you may read them more clearly on a mobile phone. Placement of a Job Listing on a certain page is not a representation regarding the nature of the role for legal purposes. Hippocratic Adventures may provide functionality to call a telephone number contained in a Job Listing using the phone app on a mobile device. Hippocratic Adventures cannot guarantee that the extracted phone number is the correct phone number for the Employer or for the Job Listing you are viewing.

4. Resumes and Recommended Jobs

By uploading your resume and/or sending an application through the Site, you are requesting and authorizing Hippocratic Adventures to make available your resume to third parties, such as Employers, including third parties that Hippocratic Adventures believes may have an interest in your resume. By uploading a resume on the Site, Hippocratic Adventures may share with you Job Listings that match the contents of your resume. Applying for such Job Listings does not guarantee job interviews or hiring. Even where Hippocratic Adventures shares a Job Listing with you, Hippocratic Adventures assumes no responsibility, and disclaims all liability for the content, accuracy, completeness, legality, reliability, or availability of Job Listings. Hippocratic Adventures assumes no responsibility and disclaims all liability for the resume or application information you post, send or receive through the Site. It is your responsibility to review your resume to ensure it contains the right information or any information you intend to include or update. If you see any inaccuracy in any such material, it is your responsibility to correct such information. Hippocratic Adventures may also automatically send you recommended jobs via the email address you use to create a Hippocratic Adventures account or apply to a job. Adventures.

5. Applying to Jobs Through Hippocratic Adventures

Any resume or application information that you submit through the Site, including personal information included in a resume or application, is subject to these Terms and to Hippocratic Adventures' Privacy Policy. Once you provide information to an Employer, Hippocratic Adventures does not have control over the Employer's use or disclosure of that information. If you want to request the Employer delete, modify, or maintain confidence over any such information, you must make such a request directly to the Employer. To maintain the quality of the Site, Hippocratic Adventures in its sole discretion may impose limits on your ability to apply to Job Listings or to other Hippocratic Adventures services.

When you apply to a job using the Site, Hippocratic Adventures will attempt to send your application to the contact information provided to us by an Employer. We cannot guarantee that such applications will be delivered, received, accessed, read or acted upon or that there will be no mistakes in the transmission or storage of the data. Please note that Job Listings may expire between the time you submit your application and from the time it is received. Hippocratic Adventures has no responsibility for expired Job Listings or for delivering applications prior to a Job Listing's expiration. In addition, we cannot vouch for the validity of the contact information provided to us by Employers. We also cannot vouch for the technical capabilities of any third-party sites. If you do not feel comfortable sending an application in this manner, or having your application stored on Hippocratic Adventures, do not use the

Site. Hippocratic Adventures does not guarantee the identity of an Employer or any individuals working for any Employers, and cautions Job Seekers when applying to jobs. Hippocratic Adventures cannot make any guarantee regarding health and safety measures in an Employer's hiring or interviewing process. Hippocratic Adventures does not guarantee the validity of a job offer and cautions Job Seekers to verify the validity of a job offer before taking an adverse action regarding their current employment situations. Job Seekers are solely responsible for verifying the accuracy of any Employer or job offer.

As a Job Seeker, you shall not create or send any response or application which: (i) contains any highly confidential personal information, such as bank account or credit card information, online account information, social security numbers (or similar counterparts outside the United States of America), health information, or other categories of data subject to special breach notification requirements in any country; (ii) contains proprietary information, trade secrets, confidential information, advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us in writing); or (iii) directly or indirectly violates these Terms. As a Job Seeker, you agree that any rights you have under any applicable employment, equality or discrimination laws, the US Fair Credit Reporting Act, any corresponding state laws, or any similar laws regulating consumer or credit reporting agencies in other countries, may only be asserted against the Employer. Hippocratic Adventures is not a third-party beneficiary of or liable for any agreements between an Employer and Job Seeker, regardless of whether or not Hippocratic Adventures receives a fee from the Employer in connection with the transaction. Hippocratic Adventures will not be liable for any costs or damages arising out of or related to such transaction.

6. Your Personal Information

In using our Site, you may provide us with personal information. Our practices regarding privacy of personal information and communicating with users in operating the Site are described in our Privacy Policy. Please review our Privacy Policy to learn about what information we collect from you, how we use and share it, and how we communicate with our users. Our Privacy Policy can be accessed [here](#).

7. Termination

We may terminate your access to the Site if we find that you have breached these Terms of Use or for any other reason or no reason at all at any time. Upon termination of your right to use the Site, all licenses and other rights granted to you by these Terms of Use will immediately terminate.

If you wish to terminate your account and delete Your Data from the Site, you may do so by emailing us at ashwini.bapat@hippocraticadventures.com. All provisions of these Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

8. Links to Other Sites

Our Site may contain links to third-party sites that we do not own or control. We have no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party sites or

services. We strongly advise you to read the terms and conditions and privacy policy of any third-party site that you visit.

9. Ownership

The Site and its respective content, including its “look and feel” (e.g., text, graphics, images, logos), proprietary content, information and other materials accessed through or on the Site, including all right, title and interest in the same (including any and all patent, copyright, trade secret, trademark, know-how and any other intellectual property rights therein), are owned by Hippocratic Adventures and its licensors, and are protected under intellectual property, copyright, trademark and other laws. You agree not to take any action(s) inconsistent with such ownership interests. Neither these Terms of Use nor your use of any aspects of the Site grants you any right, title, or interest in or to, or any license to reproduce or otherwise use, any trademarks or registered trademarks of Hippocratic Adventures.

10. Warranty Disclaimer

THE SITE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

YOU UNDERSTAND AND ACKNOWLEDGE THAT THE SITE IS PROVIDED TO YOU FOR INFORMATIONAL PURPOSES ONLY. HIPPOCRATIC ADVENTURES IS NOT PROVIDING YOU WITH ANY MEDICAL, LEGAL OR IMMIGRATION ADVICE, AND WE CANNOT GUARANTEE THAT YOU WILL OBTAIN A SPECIFIC JOB, PASS SPECIFIC EXAMS, OBTAIN IMMIGRATION, OR ACHIEVE ANY OTHER SPECIFIC RESULTS.

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11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL HIPPOCRATIC ADVENTURES OR ITS LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR LOSS OF PROFITS, REVENUE OR INCOME, OR FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THESE TERMS OF USE OR THE USE OR INABILITY TO USE THE SITE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL HIPPOCRATIC ADVENTURES’ TOTAL AGGREGATE LIABILITY UNDER THESE TERMS OF USE, WHETHER BASED ON BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED TWO HUNDRED DOLLARS (\$200).

12. Miscellaneous

12.1. Governing Law. These Terms of Use shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding its conflicts of law rules.

12.2. Your Consent to Receive Notices. As part of using the Site, you agree to receive all terms, notices, disclosures, and other communications that we provide to users in electronic form, including all

communications that we are required by law or these Terms of Use to provide to you. You also acknowledge that receipt of these communications in electronic form satisfies any legal requirement that the communications be in writing.

12.3. Entire Agreement. These Terms of Use constitute the entire agreement between you and us with respect to the Site and supersede all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and us with respect to the Site. If any provision of these Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Use will remain in full force and effect. The failure of either party to exercise in any respect any right provided for in these Terms of Use shall not be deemed a waiver of any further rights under these Terms of Use.

12.4. Injunctive Relief. You agree that a breach of these Terms of Use will cause irreparable injury to Hippocratic Adventures for which monetary damages would not be an adequate remedy and Hippocratic Adventures shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.

12.5. Assignment. These Terms of Use will inure to the benefit of and will be binding upon each party's successors and assigns. These Terms of Use and the licenses granted hereunder may be assigned by Hippocratic Adventures but may not be assigned by you without the prior express written consent of Hippocratic Adventures. Any attempt by you to assign these Terms of Use without the written consent of Hippocratic Adventures shall be null and void.

12.6. Independent Contractors. Nothing contained in these Terms of Use will be deemed to constitute either party as the agent or representative of the other party or both parties as joint venturers or partners for any purpose.

12.7. Modifications. We may occasionally update these Terms of Use. When we do update these Terms of Use, we will also revise the "Last Updated" date at the top of these Terms of Use. If we make changes to these Terms of Use, we may send emails to our users who have created an account containing a link to the revised Terms of Use. If you continue to use the Site after we post an update to these Terms of Use, you indicate your acceptance of the updated Terms of Use. If you disagree with the modified Terms of Use, you should stop using the Site.

12.8. Contact Us. If you have any questions regarding these Terms of Use or the Site, please contact us at ashwini.bapat@hippocraticadventures.com.