

## ARTICLES

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In addition, you agree that you are solely responsible for actions and communications undertaken or transmitted in the course of your usage of this Site, and that you will comply with all laws that apply or may apply to your use of or activities on this Site or in respect of the Content and Materials. Locumlinx will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

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#### 4. REGISTRATION AND PASSWORD

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This Site contains materials, data, information provided, posted or offered by third parties, including third party provided content, advertisements and user content. You agree that Locumlinx shall have no liability whatsoever for any such third party material, data or information.

You acknowledge and agree that you are solely responsible for the form, content and accuracy of any resume, posting or other Content placed by you, as applicable on the Site.

Locumlinx shall not be responsible for any employment decisions, for whatever reason made, made by any entity posting jobs on the Site.

#### 9. LIMITATION OF LIABILITY

You agree that Locumlinx and any third party mentioned on this site will not be responsible or liable for any loss or damages whatsoever, including without limitation indirect, special or consequential damages or other damages (including without limitation damages for harm to business, loss of information or programs or data, loss of profit, loss of savings, loss of revenue), arising from or in connection with the use of or access to, or the inability to use or access, this site, the materials, any content provided or any linked website of a third party, even if Locumlinx, or such a third party has been advised of the possibility of such damage or loss. In any event, you agree that Locumlinx' aggregate liability for damages shall be limited to £100.

The limitations of liability and disclaimers in these Terms and Conditions apply regardless of the form of action, whether in contract, warranty, civil liability, delict, quasi-delict, strict liability, negligence, or other tort and shall survive a fundamental breach or breaches, or the failure of the essential purpose of contract or the failure of an exclusive remedy.

#### 10. INDEMNITY

You agree to defend, indemnify and hold harmless each of Locumlinx, its affiliates, and each of their officers, directors, employees and agents, including all third parties mentioned at the Site, from and against any and all claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the Site and the Materials or your breach of these Terms and Conditions.

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The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms and Conditions.

### 12. ARBITRATION

Any and all disputes arising out of these Terms and Conditions, its performance, breach, enforcement, existence or validity, including any failure of the parties to reach agreement with respect to matters provided for in these Terms and Conditions and all matters of dispute relating to the rights and obligations of the parties, which cannot be amicably resolved, even if only one of the parties declares that there is a difference, will be referred to and finally settled by private and confidential binding arbitration before a single arbitrator held in England, in English and governed by the laws of England & Wales. The arbitrator shall be a person who is legally trained and who has experience in the information technology field in the UK and is independent of either party.

Notwithstanding the foregoing, each party may pursue the protection intellectual property rights and confidential information through injunctive or other equitable relief through the courts.

### 13. GENERAL

(i) Except as expressly provided in additional terms of use for areas of the Site, a particular legal notice, or an additional Agreement, these Terms and Conditions constitute the entire agreement between Locumlinx and you with respect to the subject matter hereof; (ii) Any cause of action you may have with respect to your use of this Site or which is the subject of these Terms and Conditions must be commenced within one (1) year after the claim or cause of action arises; (iii) If for any reason a court of competent jurisdiction finds any provision of these Terms and Conditions or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect; (iv) The relationship of the parties is solely that of independent contractors and neither party shall have any authority to act for or bind the other party; (v) The waiver of any breach or default hereunder shall not constitute the waiver of any other or subsequent breach or default; (vi) No changes to these Terms and Conditions shall be made except by a revised posting on this page.

### 14. Additional Terms of Use.

Certain areas of this Site may be subject to additional terms of use. By using such areas, or any part thereof, you agree to be bound by the additional terms of use applicable to such areas.