

## **NUTMEG HEALTHCARE RECRUITERS TERMS & CONDITIONS OF SERVICE**

### **PURPOSE OF THIS AGREEMENT**

Welcome to NutmegRecruiters.com. We look forward to helping You grow Your career beyond anything You have done before, so You can take Your life as far as You can imagine. This Agreement sets forth Your rights and obligations as a NutmegRecruiters.com or Launched.Training User. By either clicking “I Agree” or by transferring Personal Data to Nutmeg Healthcare Recruiters, LLC, You indicate that You have read and understood this Agreement and You will be bound by its Terms.

#### **1. Definitions.**

“NutmegRecruiters.com” and “Launched.Training” are trademarks of Nutmeg Healthcare Recruiters, LLC, and also refers to proprietary Nutmeg Healthcare Recruiters, LLC software used to create online pages and management.

“Nutmeg Healthcare Recruiters, LLC” means Nutmeg Healthcare Recruiters, LLC, the owner of the NutmegRecruiters.com, Launched.Training and other trademarks. In this Agreement, references to “Nutmeg Healthcare Recruiters, LLC” as a Party mean and refer to NutmegRecruiters.com, the Launched.Training website, the Launched career development and interview preparation workshop, and Nutmeg Healthcare Recruiters, LLC’s owner(s), parent company(ies), affiliate entities, and employees, and assigns.

“Parties” mean Nutmeg Healthcare Recruiters, LLC and You. Nutmeg Healthcare Recruiters, LLC and You are each a “Party.”

“Terms” mean and refer to the Terms and Conditions set forth herein.

“Personal Data” means data about a living individual who can be identified from those data (or from those and other information either in our possession or likely to come into our possession).

“User” refers to a person who has created a NutmegRecruiters.com or Launched.Training Account.

“User Account” refers to a User’s NutmegRecruiters.com or Launched.Training Account.

“You” and “Your” means the NutmegRecruiters.com or Launched.Training User who has executed this Agreement by either clicking “I Agree”, transferring payment to Nutmeg Healthcare Recruiters, LLC, and / or by transferring Personal Data to Nutmeg Healthcare Recruiters, LLC.

#### **2. Becoming a NutmegRecruiters.com or Launched.Training User.**

By either clicking “I Agree” to these Terms, transferring payment to Nutmeg Healthcare Recruiters, LLC, and / or transferring Personal Data to Nutmeg Healthcare Recruiters, LLC, You become a NutmegRecruiters.com or Launched.Training User. There are various products and services available to Users, and monthly prices applicable to such products and services. Nutmeg Healthcare Recruiters, LLC’s products, services, and prices are subject to change without notice including, but not limited to course upgrades or software changes. Price changes are effective on the first day of the month after the price change is posted, By clicking “I Agree” and providing Nutmeg Healthcare Recruiters, LLC Your credit card information You authorize Nutmeg Healthcare Recruiters, LLC to charge Your credit card in the amount indicated for the value of the services You select, including any future price changes. If you request a downgrade in services, the downgrade (and corresponding price reduction) will become effective on the first day of the month following your requested downgrade. By Your continued use of Nutmeg Healthcare Recruiters, LLC services, and unless You terminate this agreement as provided herein, You agree that Nutmeg Healthcare Recruiters, LLC may charge Your credit card monthly for the products and services You have selected, and You consent to any price changes for such services.

### **3. Term and Termination.**

Your User contract with Nutmeg Healthcare Recruiters, LLC begins when You either click "I Agree," transfer payment to Nutmeg Healthcare Recruiters, LLC, and / or transfer Personal Data to Nutmeg Healthcare Recruiters, LLC and will continue until either:

Nutmeg Healthcare Recruiters, LLC cancels Your account due to Your breach of any of the Terms of this Agreement. In the event this Agreement is cancelled due to Your breach, You will not be entitled to pro-rate Your last month's use, nor will You be entitled to any refund for any payments You have made to Nutmeg Healthcare Recruiters, LLC.

OR

You provide Nutmeg Healthcare Recruiters, LLC ten (10) days' e-mail notice, as provided herein, of Your cancellation of Your account. If You provide such notice less than ten (10) days before the first day of the next month, Your credit card may still be charged. You will not be entitled to pro-rate Your last month's use, nor will You be entitled to any refund for any payments to Nutmeg Healthcare Recruiters, LLC. This goes for any affiliated third-party software or services as well.

OR

Your credit card or Nutmeg Healthcare Recruiters, LLC's charge is denied for any reason and You do not provide Nutmeg Healthcare Recruiters, LLC a new credit card within ten (10) days.

### **4. Refunds For Hard Goods.**

If You have purchased a "hard good" (for example, a book, MP3 player, or other tangible product) from Nutmeg Healthcare Recruiters, LLC sold under any of its brands or related brands, including without limitation Nutmeg Healthcare Recruiters, LLC, you may receive a limited refund if you comply with the following conditions:

You must request a refund in writing by contacting [rob@NutmegRecruiters.com](mailto:rob@NutmegRecruiters.com);  
Your request for a refund must be made within thirty (30) days of your purchase;  
You must return the hard goods to Nutmeg Healthcare Recruiters, LLC immediately, according to the shipping and other instructions you will receive by email after requesting a refund;  
The hard goods must be returned to Nutmeg Healthcare Recruiters, LLC in like-new, or re-sellable condition, as determined in Nutmeg Healthcare Recruiters, LLC's sole, reasonable discretion.  
No License to use Nutmeg Healthcare Recruiters, LLC Marks

### **5. Refunds For Digital Products.**

If you have purchased one of our digital products (including any courses or related software) you may receive a refund if you comply with the following conditions:

You must request a refund in writing by calling our customer support hotline at 203-426-5555  
Your request for a refund must be made within thirty (30) days of your purchase;

You must return any hard goods associated with this purchase (workbook, t-shirts, etc) to Nutmeg Healthcare Recruiters, LLC immediately, according to the shipping and other instructions you will receive by email after requesting a refund.

The hard goods must be returned to Nutmeg Healthcare Recruiters, LLC in like-new, or re-sellable condition, as determined in Nutmeg Healthcare Recruiters, LLC's sole, reasonable discretion. Any content on any NutmegRecruiters.com or the Launched.Training websites may constitute the intellectual property of Nutmeg Healthcare Recruiters, LLC. Except where expressly authorized, no material on any NutmegRecruiters.com or Launched.Training websites may be copied, reproduced, distributed, republished, uploaded, displayed, posted or transmitted in any way whatsoever. The Nutmeg Healthcare Recruiters, LLC and Launched trademarks and logos are proprietary marks of Nutmeg Healthcare Recruiters, LLC, and the use of those marks is strictly prohibited. Nothing herein gives You the right to use, copy, register as a domain name, reproduce, or otherwise display any logo, tagline, trademark, trade name, copyrighted material, patent, trade dress, trade secret, or confidential information owned by Nutmeg Healthcare Recruiters, LLC or any of its affiliates.

## **6. Indemnity.**

You agree to protect, defend, indemnify and hold harmless Nutmeg Healthcare Recruiters, LLC, its officers, directors, employees, owner(s), and parent company(ies) and assigns from and against all claims, demands, and causes of action of every kind and character without limit arising out of Your conduct. Your indemnity obligation includes, but is not limited to, any third party claim against Nutmeg Healthcare Recruiters, LLC for liability for payments for, damages caused by, or other liability relating to, You.

## **7. No Warranty; No Leads.**

Nutmeg Healthcare Recruiters, LLC does not promise, guarantee or warrant Your career success, business success, income, or sales. You understand and acknowledge that Nutmeg Healthcare Recruiters, LLC will not at any time provide sales leads or referrals to You. Additionally, Nutmeg Healthcare Recruiters, LLC's WEBSITES AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. Nutmeg Healthcare Recruiters, LLC MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF ANY MATERIAL ON OR ACCESSIBLE THROUGH ANY NUTMEGRECRUITERS.COM WEBSITE OR SERVICE. ANY RELIANCE ON OR USE OF SUCH MATERIALS SHALL BE AT YOUR SOLE RISK. Nutmeg Healthcare Recruiters, LLC MAKES NO REPRESENTATION OR WARRANTY (A) THAT ANY Nutmeg Healthcare Recruiters, LLC WEBSITE OR SERVICE WILL BE AVAILABLE ON A TIMELY BASIS, OR THAT ACCESS TO ANY Nutmeg Healthcare Recruiters, LLC WEBSITE OR SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE; (B) THAT DEFECTS OR ERRORS WILL BE CORRECTED; OR (C) THAT ANY Nutmeg Healthcare Recruiters, LLC's WEBSITE OR THE SERVERS OR NETWORKS THROUGH WHICH ANY Nutmeg Healthcare Recruiters, LLC's WEBSITE IS MADE AVAILABLE ARE SECURE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Nutmeg Healthcare Recruiters, LLC's websites may include inaccuracies, errors and materials that conflict with these Terms. In the event of any conflict between anything posted on any Nutmeg Healthcare Recruiters, LLC or Launched.Training websites and these Terms, these Terms shall control.

## **8. Limitation of Liability.**

YOU AGREE THAT IN NO EVENT SHALL Nutmeg Healthcare Recruiters, LLC's LIABILITY TO YOU FOR ANY CLAIM OF ANY KIND OR DESCRIPTION EXCEED THE AMOUNT OF THREE (3) TIMES THE PAYMENTS PAID BY YOU TO Nutmeg Healthcare Recruiters, LLC FOR THE MONTH PRECEDING THE DATE IN WHICH THE FACTS GIVING RISE TO A CLAIM AGAINST Nutmeg Healthcare Recruiters, LLC OCCURRED. YOU WAIVE ANY RIGHT TO SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND OR DESCRIPTION.

## **9. Force Majeure.**

Nutmeg Healthcare Recruiters, LLC will not be responsible to You for any delay, damage, or failure caused by or occasioned by a Force Majeure Event. As used in this Agreement, "Force Majeure Event" shall mean: any act of God, act of nature or the elements, terrorism, insurrection, revolution or civil strife, piracy, civil war or hostile action, labor strikes, acts of public enemies, federal or state laws, rules and regulations of any governmental authorities having jurisdiction over the premises, inability to procure material, equipment, or necessary labor in the open market, acute and unusual labor, material, or equipment shortages, or any other causes beyond the control of Nutmeg Healthcare Recruiters, LLC. Delays due to any of the above causes shall not be deemed to be a breach of or failure to perform under this Agreement. Nutmeg Healthcare Recruiters, LLC shall not be required against its will to adjust any labor or other similar dispute except in accordance with applicable law.

## **10. Assignment of Rights.**

Nutmeg Healthcare Recruiters, LLC may assign its rights under this Agreement at any time, without notice to You. Your rights arising under this Agreement cannot be assigned by without Nutmeg Healthcare Recruiters, LLC's or its assigns express written consent.

## **11. Information; Registration; User Names and Passwords.**

As a User, You will be required to create an account with NutmegRecruiters.com or Launched.Training. You warrant that the information You provide Us is truthful and accurate, and that You are not impersonating another person. You are responsible for maintaining the confidentiality of any password You may use to access Your User account, and You agree not to transfer Your password or User name, or lend or otherwise transfer Your use of or access to Your User account, to any third party. So called "agency accounts," or accounts in which You host funnels for third parties, are prohibited. Should Your usage data indicate, in Nutmeg Healthcare Recruiters, LLC's reasonable opinion, that You are operating an "agency account," i.e., hosting funnels for one or more third parties, You will be subject to cancellation of Your User Account or enhanced pricing for Your User account, at Nutmeg Healthcare Recruiters, LLC discretion. You are fully responsible for all transactions with, and information conveyed to, Nutmeg Healthcare Recruiters, LLC under Your User Account. You agree to immediately notify Nutmeg Healthcare Recruiters, LLC of any unauthorized use of Your password or User name or any other breach of security related to Your User account. You agree that Nutmeg Healthcare Recruiters, LLC is not liable, and You will hold Nutmeg Healthcare Recruiters, LLC harmless, for any loss or damage arising from Your failure to comply with any of the foregoing obligations.

## **12. Release/Authorization to Use Photographs and Video.**

You grant Nutmeg Healthcare Recruiters, LLC permission to use any and all photographs or video taken by Nutmeg Healthcare Recruiters, LLC or its agents or employees, or submitted by You to NutmegRecruiters.com or Launched.Training as well as all written endorsements of Nutmeg Healthcare Recruiters, LLC or the Launched workshop or its participants that you send to us, or that you post on social media (photographs, social media posts, and messages sent to NutmegRecruiters.com are hereinafter referred to as "Photographs") in any Media (including print, internet, film, video, television and no matter how distributed or published) for any purpose, which may include, but shall not be limited to, advertising, promotion, marketing and packaging of Nutmeg Healthcare Recruiters, LLC or any product or service sold and marketed by Nutmeg Healthcare Recruiters, LLC. You agree that this authorization to use Photographs may be assigned by Nutmeg Healthcare Recruiters, LLC to any other party. You agree that that the Photographs may be combined with other Photographs, sounds, text and graphics, and that the Photographs may be manipulated, cropped, altered or modified in Nutmeg Healthcare Recruiters, LLC's sole discretion. You agree not to charge a royalty or fee, and not to make any other monetary assessment against Nutmeg Healthcare Recruiters, LLC in exchange for this Release and Assignment. You hereby release and forever discharge Nutmeg Healthcare Recruiters, LLC from any and all liability and from any damages You may suffer as a result of the use of the Photographs. You further acknowledge and agree that this Release is binding upon Your heirs and assigns. You agree that this Release is irrevocable.

### **13. Prohibited Activity.**

Nutmeg Healthcare Recruiters, LLC has the right to terminate this Agreement at any time if you engage or have ever engaged in any of the following:

### **14. Harmful Acts.**

Any dishonest or unethical business practice; any violation of the law; infliction of harm to Nutmeg Healthcare Recruiters, LLC's reputation; and the violation of the rights of Nutmeg Healthcare Recruiters, LLC or any third party.

### **15. "Spamming" And Unsolicited Communications.**

We have zero tolerance for UCE/spam. Any communications sent or authorized by You reasonably deemed "spamming," or any other unsolicited solicitations (including without limitation postings on social media or third party blogs) will be deemed a material threat to Nutmeg Healthcare Recruiters, LLC's reputation and to the rights of third parties. It is Your obligation, exclusively, to ensure that all business communications comply with state and local anti-spamming or analogous laws.

### **16. Offensive Communications.**

Any communication sent, posted, or authorized by You, including without limitation postings on any website operated by You, or social media or blog, which are: sexually explicit, obscene, or pornographic; offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory; graphically violent; solicitous of unlawful behavior; promoting the sale or use of illegal drugs (including but not limited to Marijuana derived CBD Oil), or that violates the intellectual property rights of another.

### **17. Message Sending Policy and Best Practices.**

Nutmeg Healthcare Recruiters, LLC requires You to follow these best practices when sending electronic communications using our services:

- Use only permission-based marketing electronic communications lists (i.e., lists in which each recipient affirmatively opted-in to receiving those electronic communications).
- Always include a working “unsubscribe” mechanism in each marketing electronic communication that allows the recipient to opt out from Your mailing list (receipt/transactional messages that are exempt from “unsubscribe” requirements of applicable law are exempt from this requirement).
- Comply with all requests from recipients to be removed from Your mailing list within the earlier of 10 days of receipt of the request, or the deadline under applicable law.
- Maintain, publish, and comply with a privacy policy that meets all applicable legal requirements, whether or not You control the sending of the electronic communications, and include a link to such privacy policy in Your electronic communications.
- Include in each electronic communications a link to your then-current privacy policy applicable to that electronic communication.
- Include in each electronic communication Your valid physical mailing address or a link to that information.
- Do not send electronic communications to addresses obtained from purchased or rented lists.
- Do not use third party electronic addresses, domain names, or mail servers without proper permission from the third party.
- Do not routinely send electronic communications to non-specific addresses (e.g., webmaster@domain.com or info@domain.com).
- Do not send electronic communications that result in an unacceptable number of spam or similar complaints (even if the electronic communications themselves are not actually spam).
- Do not disguise the origin, or subject matter of, any electronic communications or falsify or manipulate the originating message address, subject line, header, or transmission path information for any electronic communication.
- Do not send offers to obtain or attempt to obtain personal information, or generate leads, for third parties.
- Do not send “chain letters,” “pyramid schemes,” or other types of electronic messages that encourage the recipient to forward the content to strangers.
- Do not send to lists of addresses that are programmatically generated or scraped from the Web.
- Do not employ sending practices, or have overall message delivery rates, which negative impact our services or other users of our services.
- Do not use our services to send messages that may be considered junk mail. Some examples of this type of messages include messaging related to: penny stocks, gambling, multi-level marketing, direct to consumer pharmaceutical sales, payday loans, etc.

## **18. Compliance With Law.**

Your use of our services must comply with all applicable laws, rules, regulations, and court orders of any kind of any jurisdiction applicable to you, us, and any recipient to whom you use our services to send Digital Messages (“Applicable Law”). You have the responsibility to be aware of and understand all Applicable Laws and ensure that you and all Users of your Account comply at all times with Applicable Law. Some examples of Applicable Laws include: the U.S. CAN-SPAM ACT, The E.U. Directive of Privacy and Electronic Communications, the U.K. Privacy and Electronic Communications (EC Directive)

Regulations 2003; the Canada Anti-Spam Law (CASL) and/or any similar law, laws relating to intellectual property, privacy, security, terrorism, corruption, child protection, or import/export laws. Commitment Against Harassment and Interference with Others. You must not use our services to: Store, distribute or transmit any malware or other material that you know, or have reasonable grounds to believe, is or may be tortious, libelous, offensive, infringing, harassing, harmful, disruptive or abusive; or Commit (or promote, aid or abet) any behavior, which you know, or have reasonable grounds to believe, is or may be tortious, libelous, offensive, infringing, harassing, harmful, disruptive or abusive. Examples may include Digital Messages that are themselves are or promote racism, homophobia, or other hate speech.

#### **19. Sensitive Information.**

You will not import, or incorporate into, any contact lists or other content You upload to any website, software, or other electronic service hosted or provided by Nutmeg Healthcare Recruiters, LLC, any of the following information: social security numbers, national insurance numbers, credit card data, passwords, security credentials, bank account numbers, or sensitive personal, health or financial information of any kind.

#### **20. Messaging Software.**

If You use any Nutmeg Healthcare Recruiters, LLC messaging software now existing or which may in the future be created, You agree that you will follow all applicable laws with respect to sending messages, including without limitation the federal Telephone Consumer Protection Act (“TCPA”). You further agree to indemnify and defend Nutmeg Healthcare Recruiters, LLC from any claims, damages, losses, and lawsuits of any kind or nature that may be made against Nutmeg Healthcare Recruiters, LLC relating in any way to your violation of law or third-party rights by use or misuse of any Nutmeg Healthcare Recruiters, LLC’s messaging software.

You further understand and agree that Nutmeg Healthcare Recruiters, LLC has no control over, and therefore cannot be responsible for, the functionality or failures of any third party software, including without limitation Facebook, Facebook Messenger, and internet browser notifications. Nutmeg Healthcare Recruiters, LLC DOES NOT WARRANT THAT ANY Nutmeg Healthcare Recruiters, LLC MESSAGING SOFTWARE WILL BE COMPATIBLE WITH ANY THIRD PARTY SOFTWARE.

#### **21. Contact.**

If You have any questions or complaints concerning any of the Terms, You may contact Nutmeg Healthcare Recruiters, LLC by e-mail at [rob@nutmegrecruiters.com](mailto:rob@nutmegrecruiters.com), or by regular mail at 94 Walnut Tree Hill Road, Sandy Hook, CT.

#### **22. Digital Millennium Copyright Act**

If You believe that materials or content available on any Nutmeg Healthcare Recruiters, LLC website infringes any copyright You own, You or Your agent may send Nutmeg Healthcare Recruiters, LLC a notice requesting that Nutmeg Healthcare Recruiters, LLC remove the materials or content from the Nutmeg Healthcare Recruiters, LLC’s website. If You believe that someone has wrongly filed a notice of copyright infringement against You, You may send Nutmeg Healthcare Recruiters, LLC a counter-notice. Notices and counter-notices should be sent to Nutmeg Healthcare Recruiters, LLC, Attention Legal

Department, at 94 Walnut Tree Hill Road, Sandy Hook, CT 06482 , or by e-mail to rob@NutmegRecruiters.com.

### **23. Arbitration.**

Any claim or grievance of any kind, nature or description that You have against Nutmeg Healthcare Recruiters, LLC including, but not limited to, economic losses, personal injury, or property damage, shall be resolved exclusively in binding arbitration in Danbury, CT. You agree not to file suit against Nutmeg Healthcare Recruiters, LLC or any of its affiliates, subsidiaries, officers, directors, employees, successors, or assigns. The arbitration will take place before a neutral arbitrator (hereafter, "Arbitrator") agreed upon by You and Nutmeg Healthcare Recruiters, LLC. In the event that You and Nutmeg Healthcare Recruiters, LLC are unable to reach agreement on an Arbitrator, You and Nutmeg Healthcare Recruiters, LLC will each select an arbitrator, and the two of them will select the Arbitrator, who must be a resident of Fairfield County, Connecticut. The arbitrators selected by You and Nutmeg Healthcare Recruiters, LLC will have no further involvement in the arbitration. The Arbitrator will determine the rules governing arbitration. The decision of the Arbitrator will be final and binding on You and Nutmeg Healthcare Recruiters, LLC and may be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate survives any termination or expiration of the Agreement.

**GOVERNING LAW.** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Connecticut without regard to any choice of law provisions.

**WAIVER OF CLASS ACTION CLAIMS.** You understand and agree that You will not have the right to participate in a representative capacity or as a member of any class of claimants pertaining to any claims that may arise under, or be in any way related to, this Agreement. There is no right or authority for any claim You have against Nutmeg Healthcare Recruiters, LLC to be brought on a class action basis or on any basis involving claims brought in a purported representative capacity on behalf of the general public, or on behalf of other persons or entities similarly situated. Claims brought against Nutmeg Healthcare Recruiters, LLC may not be joined or consolidated with claims brought by anyone else.

### **24. Limitations Period.**

Any claim brought in arbitration must be brought within the time period set forth in any statute of limitations that, but for this agreement to arbitrate, would apply to the claims asserted in any arbitration proceeding.

### **25. Injunctive Relief.**

Nothing in this Agreement prevents Nutmeg Healthcare Recruiters, LLC from applying to and obtaining from any court having jurisdiction a temporary injunction, preliminary injunction, permanent injunction, or other relief available to protect Nutmeg Healthcare Recruiters, LLC 's rights prior to, during, or following any arbitration proceeding.

### **26. Attorneys' Fees.**

You agree that in the event of any arbitration or litigation, each Party will each bear its own costs and attorneys' fees, regardless of who is deemed the prevailing party. The foregoing notwithstanding, if either You or Nutmeg Healthcare Recruiters, LLC commences an action in a court of law or equity and the responding Party successfully moves such court to compel arbitration, the Party who moved for the

order compelling arbitration shall be entitled to recover its reasonable costs and attorneys' fees incurred on the motion to compel from the other Party.

### **27. Changes to Terms.**

Nutmeg Healthcare Recruiters, LLC reserves the right to change these Terms, in whole or in part, from time to time at Nutmeg Healthcare Recruiters, LLC sole and absolute discretion, and to provide You with notice of such change by any reasonable means, including without limitation posting revised Terms <https://NutmegRecruiters.com>. By Your continued use of Nutmeg Healthcare Recruiters, LLC services, and unless You terminate this agreement as provided herein, You manifest Your agreement to any subsequent changes to the Terms.

### **28. Severability.**

If any Term set forth herein is deemed unenforceable under any applicable law, the remaining Terms shall remain in full force and effect and these Terms shall be read, collectively, as if the unenforceable Term(s) were omitted.

### **29. Waiver.**

No waiver by Nutmeg Healthcare Recruiters, LLC of any breach or default of these Terms will be deemed to be a waiver of any preceding or subsequent breach or default.

### **30. Heading.**

Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

### **31. Notice.**

Any notice required to be given to Nutmeg Healthcare Recruiters, LLC under or related to these Terms must be in writing, addressed as follows:

Nutmeg Healthcare Recruiters, LLC  
94 Walnut Tree Hill Road  
Sandy Hook, CT 06482

Compliance: [rob@NutmegRecruiters.com](mailto:rob@NutmegRecruiters.com).

Spam or Abuse: [rob@NutmegRecruiters.com](mailto:rob@NutmegRecruiters.com)

Affiliates: [rob@NutmegRecruiters.com](mailto:rob@NutmegRecruiters.com)

Notices to You may be made by posting a notice (or a link to a notice) on <https://NutmegRecruiters.com/terms/>, by e-mail, or by regular mail, at Nutmeg Healthcare Recruiters, LLC 's discretion.

### **32. Data Privacy Shield - GDPR**

What is GDPR? It is the EU Data Privacy Shield that becomes effective on May 25, 2018. It applies to any person or business that sells or markets goods or services to EU residents or deals with personal data of those that reside under European Union. The "Personal Data" definition under GDPR is very broad as it covers any information that could potentially identify the data subject being targeted.

Is NutmegRecruiters.com GDPR Compliant? In short, yes. Please see our privacy policy for more information.