



Terms of Service

Last updated: October 22, 2025

1. Agreement to Terms

These Terms of Service ("Terms") constitute a legally binding agreement between you (an individual or entity, "you" or "your") and Formation Inc ("Company," "we," "us," or "our"), a healthcare staffing and recruitment agency. These Terms govern your access to and use of our website at <https://formationhc.com> (the "Site") and any related services (the "Services"). By accessing the Site or using the Services, you agree to be bound by these Terms. If you do **not** agree with all of these Terms, you must not access or use the Services.

2. Services Description

The Company provides staffing and recruitment services in the healthcare sector, including candidate sourcing, matching, placement, and related consultation. These Terms apply to all interactions with the Site and Services, whether you are a client, candidate, or other visitor.

3. Changes to Terms

We may revise and update these Terms at our sole discretion. We will post the most current version on the Site and update the "Last updated" date. Your continued access or use of the Services after the posting of any changes constitutes your acceptance of those changes. We encourage you to review these Terms periodically.

4. Eligibility

You represent that you are at least 18 years old, or the legal age of majority in your jurisdiction, and have full right, power, and authority to enter into these Terms and use the Services. If you are using the Services on behalf of an entity, you further represent that you have authority to bind that entity to these Terms.



5. Use of the Site and Services

- You agree to use the Services only for lawful purposes and in accordance with these Terms.
- You must not use the Services in any way that violates applicable local, state, national, or international laws or regulations.
- You must not use the Services in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Services.
- You must not attempt to gain unauthorized access to the Services, accounts, systems, or networks connected to the Services or the Site.
- You must not harvest or collect personal data about other users of the Site without their consent.
- Candidates and clients must provide accurate, complete, and current information when required (for example during registration, inquiry, or profile submission).
- You must promptly update your information if it becomes inaccurate or incomplete.

6. Intellectual Property

- The Site, Services, content, design, layout, advertising, text, graphics, logos, images, names, trademarks, service marks, and all other items displayed on the Site (collectively, the "Company Content") are the proprietary property of the Company or its licensors and are protected by copyright, trademark, and other intellectual property laws.
- You may not reproduce, distribute, publicly display, perform, modify, create derivative works of, or otherwise exploit any Company Content for commercial purposes without our express written consent.
- If you submit any materials (such as resumes, documents, or other content) to the Company, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use, copy, modify, distribute, publicly display, and otherwise exploit those materials in connection with providing the Services.



7. Termination

- We may terminate or suspend your access to the Site and/or Services immediately, without prior notice or liability, if you breach these Terms or for any other reason at our discretion.
- Upon termination, your right to use the Services will immediately cease. All provisions of these Terms which by their nature should survive termination (such as ownership, indemnity, warranty disclaimers, limitation of liability) shall survive.

8. Disclaimers of Warranties

- The Services and all Company Content are provided “as is” and “as available,” without warranty of any kind, whether express, implied, statutory, or otherwise.
- We do not guarantee the accuracy, completeness, or reliability of the Services or content. Your use of the Services is at your sole risk.
- We make no representation or warranty that (i) the Services will meet your requirements; (ii) the Services will be uninterrupted, timely, secure, or error-free; (iii) the results that may be obtained from the Services will be accurate or reliable; or (iv) any defects will be corrected.

9. Limitation of Liability

- To the fullest extent permitted by law, in no event shall the Company, its affiliates, officers, directors, employees, agents, or licensors be liable for any indirect, incidental, special, consequential or punitive damages, or any loss of profits or revenue, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from your access to or use of, or inability to access or use, the Services.
- In no event shall our total aggregate liability for all claims arising out of or relating to these Terms exceed the greater of (a) \$100 or (b) the amount you paid us in the preceding twelve (12) months (if any).
- Some jurisdictions do not allow the exclusion or limitation of certain warranties or types of damages; accordingly, some of the above limitations may not apply to you.



10. Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, officers, directors, employees, agents and licensors from and against any and all claims, liabilities, damages, losses, costs or expenses (including reasonable attorneys' fees) arising out of or in any way connected with:

- Your access to or use of the Services;
- Your violation of these Terms;
- Your violation of any rights of another person or entity;
- Any content you submit, post, or make available through the Services.

11. Governing Law & Dispute Resolution

- These Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions.
- Except where prohibited by applicable law, you and the Company agree that any dispute arising out of or relating to these Terms or the Services will be resolved through arbitration in Los Angeles County, California, in accordance with the rules of the American Arbitration Association then-in effect. The arbitrator's decision shall be final and binding, and judgment on the award rendered may be entered in any court of competent jurisdiction.
- If you prefer, you may bring a claim in a court of competent jurisdiction in California. The parties irrevocably consent to the exclusive jurisdiction of the state and federal courts located in Los Angeles County, California.

12. Severability

If any provision of these Terms is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, then that provision will be eliminated or limited to the minimum extent required, and the remaining provisions of these Terms will remain in full force and effect.

13. Entire Agreement



These Terms, together with our Privacy Policy, constitute the entire agreement between you and the Company regarding your access to and use of the Services, and supersede all prior or contemporaneous understandings, agreements, representations, and warranties, whether written or oral.

14. Contact Us

If you have any questions about these Terms, please contact us:

- **Company Name:** Formation Inc
- **Email:** jobs@formationhc.com
- **Mailing Address:** 407 North Maple Drive, Beverly Hills, CA 90210
- **Website:** <https://formationhc.com>