

2026 PACKAGE DETAILS

# SCCM CAREER FAIR

**Monday, March 23, 2026**

3:30 p.m. – 5:00 p.m. Central Time

McCormick Place® West Building, Room 182  
Chicago, IL

Society of  
Critical Care Medicine  
The Intensive Care Professionals



# SCCM Career Fair

Monday, March 23, 2026

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McCormick Place® West Building, Room 182  
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## TABLE PACKAGES

### PLATINUM

\$6,999

- + “Presented by” Signage at the event
- + One reserved table and three representative seats
- + Table Number Sign
- + Prominent event Signage Recognition
- + Social Recognition
- + Logo included in Career Fair promotional emails
- + Receives full registrant list plus CVs post-event
- + (3) 30-day Standard Job Posting on SCCM Career Center

**Deadline to purchase: January 5, 2026**

### GOLD

\$3,999

- + One reserved table and two representative seats
- + Table Number Sign
- + Favorable placement behind Platinum Sponsors
- + Event Signage Recognition
- + Receives full registrant list plus CVs post-event

**Deadline to purchase: January 5, 2026**

### SILVER

#### STANDARD

\$1,899

#### EXHIBITOR

\$1,699‡

- + One reserved table and two representative seats
- + Table Number Sign
- + Receives full registrant list post-event

‡ Exhibitor pricing is available to confirmed companies that are on the 2026 Critical Care Congress Exhibitor Floor Plan.

**Deadline to purchase: January 22, 2026**

# IMPORTANT DETAILS

## WHEN TO ARRIVE

- + Please arrive 1 hour prior to the event to allow yourself time to get setup before candidates arrive.

## WHAT IS PROVIDED

- + Name badges
- + Table number
- + After the event, you'll get a list of all candidates who pre-registered for the event, as well as those who attended.

## WHAT TO BRING

- + Your business cards
- + Collateral about your practice, information about the city where the position is held, and what you're looking for in a candidate
- + Optional: giveaways, personalized tablecloth

## WHAT NOT TO BRING

- + More than 2 people (unless you are a Diamond or Platinum Sponsor)
- + Large banner stands
- + Too much marketing collateral (this is your chance to really get to know the job seekers)

## SHIPPING

- + Please ship materials directly to the hotel where you are staying. Unfortunately, materials cannot be shipped to the Career Fair space.

## HOUSING

- + Housing or discounted hotel rates are not offered. If you are exhibiting at the 2026 Critical Care Congress, you may be eligible for that benefit through SCCM.

# CAREER FAIR CONTRACT

SCCM Career Fair | Monday, March 23, 2026 | Chicago, IL

## Packages and Advertising

☐ **Platinum Package - \$6,999**

☐ **Gold Package - \$3,999**

### Silver Package:

☐ Standard - **\$1,899**

☐ Exhibitor - **\$1,699**

Please provide booth number in the exhibit hall: \_\_\_\_\_

### A-la-Carte Advertising:

☐ One month banner ad - \$1,250

☐ One month job posting - \$499

☐ Three month job posting - \$1,362

**Total \$**

## Client Information

Company Name (appears in event directory & mailing info)

Address

City

State

ZIP

Key Contact Name (for internal use only)

Title (for internal use only)

Direct Line Phone (for internal use only)

Email Address (for internal use only)

Corporate Website

Authorized Signature\*

Date

## Billing Information

Contact Name

Phone

Fax

Purchase Order Number

### CREDIT CARD TYPE:

☐ Visa ☐ MasterCard ☐ American Express

Name as it Appears on Credit Card

A sales rep will follow up to finalize Career Fair payment information.



\* By signing here, you have carefully read and agree to the complete terms and conditions outlined in this document.

# CAREER FAIR CONTRACT

SCCM Career Fair | Monday, March 23, 2026 | Chicago, IL

## Terms and Conditions

Please review the terms and conditions at the end of this document. Verify that you have read and understand the following by initialing each statement.

- \_\_\_\_\_ I understand that the purchase of my GOLD/SILVER booth/table includes (2) rep seats only.
- \_\_\_\_\_ I understand that large banner stands and displays are not allowed.
- \_\_\_\_\_ I understand that HeC does not provide a tablecloth for the event.
- \_\_\_\_\_ I understand that I must keep my table sign and table number visible for the duration of the event.
- \_\_\_\_\_ I understand that all marketing materials must fit on top of the table.
- \_\_\_\_\_ I understand that all representatives must check in with HeC before setting up their table at the Career Fair.
- \_\_\_\_\_ I understand that I cannot set up any earlier than 1 hour prior to the event start time.
- \_\_\_\_\_ I understand that my table placement on the floor plan is based on the sponsorship level purchased and the date purchased.
- \_\_\_\_\_ I understand that I am required to stay for the duration of the career fair hours, in order to obtain the candidate list after the event.
- \_\_\_\_\_ I understand that if I do not attend the event, I will not receive the candidate list.
- \_\_\_\_\_ I understand that my purchase of the career fair does not include registration for the Annual Meeting and I will only gain access to the career fair.
- \_\_\_\_\_ I understand that the candidate data list may take up to two weeks to obtain after the Career Fair concludes.
- \_\_\_\_\_ I understand that the logo, company name, and representatives attending must be submitted one month prior to the Career Fair.
- \_\_\_\_\_ I understand that any staffing/rep changes must be submitted for approval to HeC, no later than one month before the event.

# Career Fair, JP, EJP, Branding & TEC Terms and Conditions Everyday Health Media, LLC; Health eCareers

Career Fair, JP, EJP, Branding & TEC Terms and Conditions • Everyday Health Media, LLC; Health eCareers

EVERYDAY HEALTH MEDIA, LLC, (“Health eCareers,” “HEC,” “EH”, or “COMPANY,”) PROVIDES THE SERVICES

(“Services”) AND/OR PRODUCTS (“Products”) SET FORTH ON THE PURCHASE AGREEMENT (the “Purchase Agreement”) MADE BETWEEN COMPANY AND YOU, THE CUSTOMER (“You,” “Your,” “Customer,” “Employer”, or “Client”) SUBJECT TO YOUR COMPLIANCE WITH THE TERMS AND CONDITIONS SET FORTH BELOW, WHICH ARE A PART OF THE PURCHASE AGREEMENT, WHICH MAY BE AMENDED FROM TIME TO TIME.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. By executing a Purchase Agreement, You agree to be bound by these terms and conditions. The Purchase Agreement and these terms and conditions may sometimes be collectively referred to herein as the “Agreement.”

In the event You use or access the Company website located at [www.healthecareers.com](http://www.healthecareers.com), the [Terms of Use](#) for such website shall apply and Your use shall be subject to the [Terms of Use](#).

## Career Fairs

1. The Employer agrees to rent the total number of tables set forth on the CF Event Contract for the event. The Employer has no right to assign or sublet such space without the written consent of Everyday Health Media, LLC (EH). No refunds or transfers permitted.
2. Payment for the table fee must be made with the application. All sums paid to EH are non-refundable and shall be retained by EH. Employer specially agrees that it is legally obligated to remit to EH any unpaid balance for the table space(s) after retention by EH of any amounts paid. In the event of cancellations initiated by the Employer, EH shall retain the full amount paid. If an in-person Career Fair does not occur due to circumstance beyond EH and Employer's control (an “Involuntary Cancellation”) , Employer shall be entitled to a credit for the cost of the event less the cost of any advertising products included in a bundled package. Such credit shall be Employer's sole and exclusive remedy. Employer may use credit issued towards any HEC product(s). Notwithstanding the foregoing, if Employer purchased a Diamond Sponsorship Package, Employer shall be entitled to a refund for the total amount of the sponsorship package upon such Involuntary Cancellation of an in-person Career Fair. Employer shall set up its table at the designated set-up time (and under no circumstance no later than thirty minutes prior to the opening of the event). Shall adequately staff its table during all event hours, and shall not disassemble or close its table until after the event has closed to the public. In the case the Employer's display or material fail to arrive in time for the event, Employer remains responsible for the payment of the table space, or other fees payable.
3. If, due to circumstance beyond its control, EH is prevented from holding the event or if it cannot permit Employer to occupy table space, EH reserves the right to alter the location and/or date of the event with reasonable notice provided to the Employer, without a refund to Employer. EH has the right to cancel the event with no further liability other than a refund of the table rental fee paid, which shall be Employer's sole and exclusive remedy. Under no circumstances shall EH be liable to Employer for incidental or consequential damages
4. Employer is solely and fully responsible for its own exhibit materials and personal items. And should obtain insurance at its own expense. EH is not responsible for damage to the conference collateral, whether by fire, theft, accident or any other cause, or any other injury which Employer, its property, employees, guests and invitees may suffer. EH is not responsible for damage to personal items brought to any career reception, whether by fire, theft, accident or any other cause.
5. Employer grants permission to EH to use Employer's name and/or logos for promotional purposes in connection with the event or other events produced by EH. This permission shall extend to photographs and video of Employer's table. EH shall promote the events in such a manner and through such media at its sole discretion and may alter the nature, connect and manner of its promotion to meet the needs of a particular market or of the location in which the conference takes place.
6. Employer agrees to comply with the reasonable requests of EH, their sponsors, agents and employees. Employer further agrees that it shall observe the general rules and regulations of the conference at which the event is held.

7. Employer assumes full responsibility and liability for the actions of its agents, employees or independent contractor, whether acting within or without the scope of their authority, and agrees to indemnify and hold EH and the conference harmless from and against responsibility or liability resulting directly or indirectly, or jointly, from the acts or omissions of its agents, employees or independent contractors, whether acting within or without the scope of their authority.
8. In the event EH provides Employer with contact information from individuals that visit Employer's table ("Leads"), Employer will contact the Leads to solicit sales of the products and services that are consistent with the Leads' specified interests for Employer's internal use only. Employer may not disclose the Leads, Registrants, or related information to any third party, unless approved by EH in writing. Further, Employer shall not use the Leads to provide recruiting services to other prospective employers or conduct any recruiting activities for the purpose of providing candidates to other employers in exchange for a fee payable to Employer at any time during the event.
9. The EMPLOYER APPLICATION/CONTRACT, when accepted by EH, constitutes the entire agreement between the parties, supersedes all prior negotiations, representations and understandings, and may be modified only pursuant to its terms or by written notice signed by both parties. New York law shall be applied to interpret this agreement and the rights of the parties hereunder. Each party hereby submits to the exclusive jurisdiction of the state and federal courts sitting in the County of New York in the State of New York for any dispute arising under or in connection with this agreement and waives any jurisdiction, venue or inconvenient forum objections to such courts. In the event that a party brings an action to enforce its right hereunder or to seek a declaration of its rights or to obtain an interpretation of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to all other relief. In the event that a court finds any provision of this agreement to be unenforceable, all remaining provisions hereof shall remain in full force and effect.

#### **Client Administrator and User Access:**

The individual designated by the Customer as "Client Administrator" within the Purchase Agreement shall control Customer's use of Service(s) and/or Product(s) under the Purchase Agreement, including the addition or removal of those persons who may view, add, deactivate and/or edit any Service(s) and/or Product(s) on behalf of Customer ("Customer Users"). Any Service(s) and/or Product(s) consumed by Customer Users will be deemed authorized by Customer.

#### **Services:**

If You purchase any of the below Health eCareers Product(s)/Service(s) in addition to a Career Fair(s), these additional terms apply to those Products/Services:

##### **1. Online Job Postings**

- a. *Job Postings:* For purposes of the Purchase Agreement, a "Job Posting" means one available employment position placed on the HEC's site under one professional and one geographical category. Job Postings are automatically displayed on each participating HEC network site that provides Job Postings for the same professional category as the subject Job Posting. Customers may receive direct inquiries from candidates with or without accompanying resumes for those candidates. Job Postings are posted for a period of thirty (30) days (a "Run"). Customers may edit the text of a Job Posting during its Run without the edit being treated as a new Job Posting, as long as the job category or geographic location of the position is not changed. You shall not use any information obtained from the Services except for internal use in selecting and contacting candidates for purposes of filling Your Job Postings. Additionally, if You are a competitor of Company (including but not limited to any job aggregation website or any job posting websites) You may not use the Services to contact a candidate for the purpose of sending them a job offer from Your clients, and any such competitive use of the Services may result in Company blocking You from using the Services and immediately terminating this Agreement without notice and You consent to the same. Customer represents and warrants that any content it provides to HEC and/or posts on the HEC website with respect to a Job Posting (i) shall not infringe, misappropriate, or otherwise violate any rights of any third party, including, but not limited to, an intellectual property, privacy, or publicity right and (ii) shall be in compliance with all applicable laws, rules, and regulations, including, but not limited to, data privacy laws.
- b. *Term of Agreement:* The Purchase Agreement begins on the Effective Date on the Purchase Agreement and continues in effect until the earlier of 365 days after the Effective Date or until the Total Net Cost (as defined below) is reduced to \$0.

##### **2. Branding**

- a. *Enhanced Job Posting:* For purposes of the Purchase Agreement, "Enhanced Job Posting" means HEC's job branding product suite, which offers Customers the ability to customize its job postings with different branding options. Customizable options are - an image, Customer's logo, social media site(s), maps, and/or any customer provided videos. Clients must have authorization to use any images, logos, social media, maps, videos, or any other content sent to

HEC and/or posted to HEC website. HEC reserves the right to refuse any content. Customer represents and warrants that any content it provides to HEC and/or posts on the HEC website (i) shall not infringe, misappropriate, or otherwise violate any rights of any third party, including, but not limited to, an intellectual property, privacy, or publicity right and (ii) shall be in compliance with all applicable laws, rules, and regulations, including, but not limited to, data privacy laws.

b. *Term of Agreement:* The Purchase Agreement begins on the Effective Date identified on the Purchase Agreement. The Purchase Agreement and Customer's ability to access Enhanced Job Posting materials continue in effect after the Enhanced Job Posting Live Date until the earlier of 365 days or until the Total Net Cost (as defined below) is reduced to \$0.

c. *Term of Agreement:* The Purchase Agreement begins on the Effective Date identified on the Purchase Agreement and continues in effect until (i) the earlier of 365 days after the Effective Date, (ii) the date the Time Period Customer purchased expires, or (iii) the date the number of Views Customer purchased have run out.

### 3. Targeted Email Campaigns

a. For purposes of the Purchase Agreement, "Targeted Email Campaign" means emails that contain information on one or more of Customer's employment opportunities ("Targeted Email(s)") that are sent out by HEC on behalf of Customer to a certain amount of job seekers in HEC's database. HEC shall provide Customer with a "Targeted Email Campaign Template" and Customer shall fill-in information to be included in the Targeted Email for purposes of the Targeted Email Campaign, including, but not limited to, Customer's logo, subject copy, headline copy, email body copy, URLs, images, and other information about Customer (collectively, the "Targeted Email Content"). Customer shall also have the opportunity to use HEC's stock images in the Targeted Email. Customer represents and warrants that (i) it shall comply with all applicable laws, rules, and regulations, including, but not limited to data privacy laws, including, but not limited to, the General Data Protection Regulation ("GDPR"), the California Consumer Privacy Act of 2018 ("CCPA") and the Controlling the Assault of Non-Solicited Pornography And Marketing (CAN-SPAM) Act of 2003, in each case as such may be amended from time to time, when performing its obligations in connection with the Targeted Email Campaign, including, without limitation, when it provides the Targeted Email Content; (ii) it has all required permission, consents and authorization to allow HEC to use the Targeted Email Content as set forth herein; and (iii) the Targeted Email Content shall not violate or infringe upon any third party right, including, but not limited to, an intellectual property, privacy, or publicity right. Customer shall indemnify,

defend, and hold harmless HEC and its members, employees, agents, officers and directors, and affiliated companies from and against any losses, costs, damages, or expenses (including reasonable attorneys' fees and related costs) arising out of or resulting from third party claims to the extent arising out of or resulting from a breach of any of Customer's foregoing representations and warranties.

- b. HEC and Customer shall work together in good faith to create Targeted Emails. HEC shall provide Customer with options for dates and times, which HEC shall select in its sole discretion, for when Targeted Emails shall be sent out to the job seekers in HEC's database in connection with the Targeted Email Campaign ("Launch Date"). HEC shall permit Customer to approve Targeted Emails prior to the Launch Date. Once Customer selects the Launch Date from HEC's provided options, Customer shall provide HEC with all Targeted Email Content and approval of such Targeted Email at least four (4) business days prior to the Targeted Email Campaign Launch Date ("Targeted Email Deadline"). Customer represents and warrants that it is fully responsible for meeting the Targeted Email Deadline. Customer understands that if Customer does not meet the Targeted Email Deadline, HEC has the right to push back the Launch Date and the Targeted Email Campaign may be affected. HEC shall have sole and complete discretion in determining which job seekers in HEC's database are an appropriate fit for any and all Targeted Email Campaigns. HEC shall not provide Customer with any job seeker data from HEC's database in connection with a Targeted Email Campaign. Nothing in this Agreement constitutes a promise or guarantee of a successful Targeted Email Campaign.
- c. For each Targeted Email Campaign, Customer shall pay HEC based on the amount of Targeted Emails HEC sends to job seekers in its database during a single Targeted Email Campaign ("Send Size"). Each Send Size corresponds to a different price. Customer shall pay HEC the price on the Purchase Order for such Targeted Email Campaign.
- d. *Term of Agreement.* With respect to the Targeted Email Campaign, the Purchase Agreement begins on the Effective Date identified in the Purchase Agreement and continues in effect until the earlier of (i) 365 days after the Effective Date; (ii) the Total Net Cost (as defined below) is reduced to \$0; or (iii) the quantity of Targeted Email Campaigns have been depleted.

## Pricing:

If Customer purchases the Products and/or Services online through the HEC online customer site (<https://www.healthcareers.com/>), Customer agrees that the "Total" amount appearing on the HEC online customer site at the point of purchase (e.g., checkout) (the "Online Total") represents the amount to be paid immediately by Customer for HEC Product(s) and/or Service(s). The Online Total (i) becomes due upon execution or "acceptance" of this Purchase Agreement by clicking "Purchase" and (ii) is nonrefundable. For all other purchases, Customer agrees that the "Total Net Cost" appearing on the Purchase Agreement represents the amount to be paid by Customer for HEC Product(s) and/or Service(s) during the Term. The Total Net Cost (i) becomes due upon execution of the Purchase Agreement pursuant to the payment terms in this section and (ii) is nonrefundable. For Purchase Agreements with a Total Net Cost of \$5,000 or more (except for Purchase Agreements containing HEC's Enhanced Job Posting product), Customer may pay the Total Net Cost either in advance upon execution of this Purchase Agreement or in monthly installments over the course of the Term, as selected by the Customer, as long as the Customer is in good standing with HEC financially relating to past invoices. For Purchase Agreements with a Total Net Cost of less than \$5,000 (and for the full contract value of HEC's Enhanced Job Posting product), Customer shall pay the Total Net Cost in advance. If the Customer pays through the monthly payment option, the Customer will be billed on a monthly basis the greater of (a) 1/12th the Total Net Cost or (b) the value of Customer's actual HEC Product(s) and/or Service(s) use during the period covered by the invoice. Payments are due within thirty (30) days of the date of the invoice. Late payments will be subject to a 1.5% interest charge. HEC reserves the right to deactivate Customer's Job Postings, candidate responses, and/or any other HEC Product(s) and/or Service(s) purchased by Customer (the aforementioned list, collectively referred to for purposes of this Section as "Customer's Product(s) and/or Service(s)") until past due payments are received in cleared funds. In the event that HEC has deactivated Customer's Product(s) and/or Service(s) because of past due payments (the "Deactivation Period"): (a) HEC will bill Customer for Customer's Product(s) and/or Service(s) provided through the end of Customer's current billing cycle and (b) if HEC receives Customer's past due payment in cleared funds prior to the end of the then-current Term, HEC may, in its sole discretion, reactivate Customer's Product(s) and/or Service(s) for the remainder of the then-current Term, in which case this Purchase Agreement will be reinstated in its entirety and resume to be valid through the end of the then-current Term. Notwithstanding the foregoing, if (x) after Customer's Product(s) and/or Service(s) have been deactivated and Customer does not pay any past due payment in cleared funds prior to the end of the then-current Term or (y) Customer does not pay the Total Net Cost and any other fees due under this Agreement,

HEC may, in its sole discretion, pursue the full remaining Total Net Cost and any additional fees owed by Customer. Customer shall not be reimbursed or prorated, in whole or in part, for any time lost on Customer's Product(s) and/or Service(s) during the Deactivation Period, and this Purchase Agreement shall not be extended to make up for any time lost on Customer's Product(s) and/or Service(s) during the Deactivation Period. **Any amounts paid to HEC under this Purchase Agreement, which have not been applied to purchases of HEC Product(s) and/or Service(s) at the conclusion of the Term, will be non-refundable to Customer.**

## Termination:

Upon expiration or termination of the Purchase Agreement, unless otherwise specifically provided for in the Purchase Agreement, the following will apply: Company will have no further obligation to provide the Services or Products to Customer; Customer will pay Company any amounts payable for the Services or Products performed through the date of expiration; any and all liabilities accrued prior to the date of termination will survive. Those provisions that by their nature should survive termination of this Purchase Agreement will survive termination.

## Confidentiality:

For the purposes of this Purchase Agreement, "Confidential Information" shall mean any information or materials not generally known or available to the public. "Recipient" shall mean the party to whom Confidential Information is disclosed, "Discloser" shall mean the party disclosing Confidential Information and "Representatives" shall mean a party's officers, directors, employees and third party representatives provided, in each case, such persons are bound by written obligations of confidentiality at least as restrictive as those set forth in this Paragraph. Each party shall hold and treat all proprietary or Confidential Information of the other party in confidence. The Recipient shall use Confidential Information only as necessary to provide the Services hereunder and shall not disclose Confidential Information to third parties (other than to Representatives). Discloser shall be entitled to seek injunctive relief and other equitable relief in the event of any breach or threatened breach by the Recipient. Notwithstanding the foregoing, the Recipient's obligations with respect to any portion of Confidential Information shall terminate the Recipient can document that such portion: (a) was publicly available at the time it was communicated to Recipient; (b) became public subsequent to the time it was communicated to Recipient through no fault of Recipient; (c) was in Recipient's possession free of any obligation of confidentiality at the time it was disclosed by Discloser; (d) was disclosed to Recipient by a third party who was free of any obligation of confidentiality to Discloser; or (e) was independently developed by Recipient without use of Discloser's Confidential Information.

**Disclaimers; Representations & Warranties:**

Some of the information available through use of Services is derived from information which is publicly available on the Internet. As such the Company is not responsible for the accuracy or completeness of such information, and such information is provided “as is.” Although the Company attempts to ensure the integrity and the accuracy of the Services, it makes no guarantees whatsoever as to the Services’ completeness or correctness.

The Services provide a venue allowing for the posting by employers, recruiters and staffing agencies of available job opportunities at their companies or companies they represent (hereinafter referred to collectively as “Employers”) and by candidates of their own resumes. The Company is under no obligation to evaluate or censor the resumes, job listings or other information posted to its websites. Moreover, the Company is not involved in the actual transaction, if any, between potential Employers and candidates. Consequently, the Company has no control over the quality, safety or legality of the job listings or resumes posted through the Services, the truth or accuracy of such job listings or resumes, the ability of Employers to hire candidates or the ability of candidates to fill job openings. Notwithstanding anything in this Agreement to the contrary, HEC makes no representations or warranties concerning HEC’s compliance with laws or regulations governing the posting of Job Postings or similar content by employers. It is Customer’s sole responsibility to comply with all applicable laws, rules, and regulations (including, but not limited to, the Colorado Equal Pay for Equal Work Act) when posting Job Postings, job listings, or any other materials or content on HEC’s websites.

You acknowledge and agree that You are solely responsible for the form, content and accuracy of any job listing or other material that You post to or provide for publication on our websites. The Company neither warrants nor guarantees that a job posting will be viewed by any specific number of users, or that a job listing will be viewed by any user. The Company is not to be considered as an employer with respect to Your use of the Services and shall not be responsible for any employment decisions made by any entity posting job listings or resumes through the Services.

You represent and warrant that You will (i) comply with all applicable laws, rules and regulations, including, but not limited to, data privacy laws, including, but not limited to, the General Data Protection Regulation (“GDPR”), the California Consumer Privacy Act of 2018 (“CCPA”), and the Controlling the Assault of Non-Solicited Pornography And Marketing (CAN-SPAM) Act of 2003, in each case as such may be amended from time to time, in carrying out Your obligations under this Agreement and in connection with Your use of the Services and/or Products and (ii) not violate any third party right in carrying out Your obligations under this Agreement and in connection

with Your use of the Services and/or Products, including, but not limited to an intellectual property, privacy or publicity right. In the event that any personally identifiable information is transferred between the parties, the parties agree to comply with the data processing addendum located at <https://www.everydayhealthgroup.com/data-processing-addendum>, which is incorporated into this Agreement by reference.

**Limitation of Liability:**

NEITHER THE COMPANY NOR ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS, ADVERTISERS, AGENTS OR SPONSORS ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE AND/OR CONTENT CONTAINED ON THE SITE, OR ANY PRODUCT OR SERVICE PURCHASED THROUGH THE SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, THE SERVICES AND/OR CONTENT CONTAINED WITHIN THE SITE IS TO STOP USING THE SITE. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY OF COMPANY UNDER THIS AGREEMENT FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR OTHERWISE) SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU, IF ANY, UNDER THE PURCHASE AGREEMENT.

The Company assumes no responsibility or liability for any personnel selected by You. Selection, retention or hire of any individual or entity is based solely on Your investigation, verification and determination that such hire is suitable for Your purposes.

**Indemnification:**

You agree to indemnify, defend and hold the Company, our affiliates, sponsors, officers, directors, employees, agents and representatives harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys’ fees), or other expenses that arise directly or indirectly out of or from (a) Your breach of this Agreement, including, your breach of any representation, warranty, agreement, and/or covenant contained in this Agreement, (b) Your violation of the Code of Conduct, as defined in the Terms of Use, and/or (c) Your activities in connection with the Site or Services.

You agree to and will hold the Company harmless from any claims, damages or losses incurred by You or any other party as a result of Your use of the Services or the Site.

**Miscellaneous:**

This Agreement is entered into in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of law rules. Each party to this Agreement hereby submits to the exclusive jurisdiction of the state and federal courts sitting in the County of New York in the State of New York for any dispute arising under or in connection with this Agreement, the Services, and waives any jurisdictional, venue or inconvenient forum objections to such courts. In any action to enforce this Agreement, the prevailing party will be entitled to costs and attorneys' fees. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Failure of any party to insist upon strict compliance with any of the terms and conditions of this Agreement shall not be deemed a waiver or relinquishment of any similar right or power at any subsequent time.

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof, and any and all written or oral agreements heretofore existing between the parties hereto are expressly canceled. This Agreement is not assignable, transferable or sublicensable by You except with prior written consent. Any heading, caption or section title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

**Independent Contractor:**

It is the express intention of the parties that Company shall perform all Services hereunder as an independent contractor. Nothing herein shall be construed to establish an employer/employee, principal/agent, partnership, joint venture or other relationship between the parties.

**Notices:**

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be delivered in person or sent by overnight air courier, to the appropriate address as set forth herein. Either party may change its address for notices by notice to the other party given in accordance with this Section. Notices will be deemed given at the time of actual delivery. The address for the Company is Everyday Health, Inc., 114 5th Avenue, 15th Floor, New York, NY 10011, with a copy to the same address Attn: Legal Department, and email to [legal@everydayhealthgroup.com](mailto:legal@everydayhealthgroup.com). Copies to the Legal Department do not qualify as providing notice.

**Force Majeure:**

Neither party will be deemed in default of this Agreement to the extent that performance of its obligations (other than payment obligations) or attempts to cure any breach are delayed or prevented by reason of any act of God, government shutdown, fire, natural disaster, accident, riots, acts of governments, acts of war or terrorism, epidemic, pandemic, COVID-19, failure of transportation or communications or of suppliers of goods or services, or any other cause beyond the reasonable control of such party.