

Scribes4hire.com

TERMS OF SERVICE

1. These Terms of Service ("Terms") set forth the terms and conditions under which individuals may use the Scribes4hire.com website ("Site"). Certain Scribes4hire.com Services are subject to additional policies, rules and terms and conditions, which you may be required to agree to as a condition of using those Services ("Additional Terms").
 - a. Please read these Terms and any applicable Additional Terms before using the Site or the Services. By using the Site or the Services, you hereby agree to and accept these Terms and any applicable Additional Terms in their entirety whether or not you register as a user of the Site or Services ("Registered Users").
 - b. This Agreement contains an Agreement to Arbitrate, which will require you to submit claims you have against Scribes4hire.com to binding and final arbitration.
 - c. These Terms include the Scribes4hire.com privacy policy, which is incorporated herein. If you object to anything in these Terms, the Privacy Policy or any applicable Additional Terms, do not use the Site or the Services.
 - d. These Terms are subject to change by Scribes4hire.com at any time. We will notify you about material changes in these Terms by placing a prominent notice on our Site, so that you can choose whether or not to continue using our Services. Any use of the Site or the Services by you after the effective date of any changes will constitute your acceptance of such changes. These Terms supersede all prior versions of the Terms.

2. For purposes of these Terms, and except to the extent expressly excluded below, the "Site" shall mean www.scribes4hire.com operated by Scribes4hire.com ("we") in Appleton, Wisconsin, and the "Services" shall mean any of the various services that Scribes4hire.com provides through the Site or any other channels, including without limitation, over the telephone. However, the terms "Site" and "Services" do not include or involve the following:
 - a. Third-party entities such as hospitals, clinics, etc. that may use the Scribes4hire.com Site or Services to market their services and/or recruit employees. Such entities' use of the Scribes4hire.com Site and Services are subject to separate terms to which those entities agreed upon registering with Scribes4hire.com.

3. Description of Services; Limitations; User Responsibilities
 - a. About Our Services:
 1. Scribes4hire.com offers various Services to help its users find, coordinate, and maintain quality scribe services. The Services we offer include:
 - a. We allow providers seeking to hire a medical scribe to post jobs on the Site, and we enable individuals interested in the opportunity to work as a medical scribe to post profiles on the Site and apply to jobs after the medical scribe completes the required training course.
 - b. We provide training resources for individuals interested in becoming a medical scribe.

- c. We provide information about how to establish a medical scribe at a medical facility, including teaching about obtaining background checks, setting up scribe access within an electronic medical record, etc.
- d. Our Services continue to grow and change. Please refer to our Site for further information about the Services we provide.

2. Limitations of our Services

- a. We offer a variety of Services to help our providers find medical scribes and vice versa. Medical scribes and providers are responsible for compliance with all applicable employment and other laws in connection with any employment relationship they establish (such as applicable payroll, tax and minimum wage laws).
- b. Through the Site, we provide medical scribes a list of potential providers, as well as providing providers that use the Site a list of interested medical scribes. The information on the Site is based on the information provided to us by the providers and/or medical scribes. In providing these Services, we are not making a referral or endorsing a certain individual.
- c. Medical scribe and provider content is primarily user generated, and we do not control or monitor generated content for accuracy. Scribes4hire.com does not assume any responsibility for the accuracy or reliability of any information provided by medical scribes or providers on this Site.
- d. Scribes4hire.com is not responsible for the conduct, whether online or offline, of any medical scribes, providers, or other user of the Site or Services. Moreover, Scribes4hire.com does not assume any liability that may result from the use of information provided on our Site. All users agree not to hold Scribes4hire.com liable for the actions or inactions of any provider, medical scribe, or for any information, instruction, advice or services which originated through the Site. Scribes4hire.com disclaim any liability whatsoever for any damage, suits, claims, and/or controversies that have arisen or may arise, whether known or unknown therefrom.

3. Eligibility to Use the Site and Services

- a. By requesting to use, registering to use, and/or using the Site or the Services, you represent and warrant that you have the right, authority and capacity to enter into these Terms and you commit to abide by all of the terms and conditions hereof. If you do not meet the following criteria, you are not eligible to use the Site and should not register for the Site:
 - i. Our Services are available only to individuals who are 18 years of age or older.
 - ii. The Site and the Services are currently available only to individuals located in the United States.
 - iii. If you are registering to be a medical scribe, you must be permitted to legally work within the United States.

- iv. You must not be a competitor of Scribes4hire.com or using our Services for reasons that are in competition with Scribes4hire.com.
4. Rules for User Conduct and Use of Services
- a. Registration, Posting, and Content Restrictions
 - i. The following rules pertain to "Content", defined as any communications and all the material, data, and information that you upload or transmit through the Site. By posting any Content while using our Service, you agree, represent and warrant as follows:
 - 1. You are responsible for providing accurate, current and complete information in connection with your registration for use of the Site.
 - 2. You will register your account in your own legal name.
 - 3. Unless otherwise permitted by Scribes4hire.com, all Content you post will be in English as the Site and Services. As a medical scribe, you will be expected to complete your provider's notes in English.
 - 4. You are solely responsible for any Content that you post on the Site. You will not post any obscene, profane, inaccurate, abusive, offensive, sexually oriented, threatening, harassing, racially offensive, illegal material, or any material that infringes or violates another party's rights. You will not provide inaccurate, misleading, defamatory, or false information to Scribes4hire.com or to any other user of the Site, and all opinions stated as part of Content must be genuinely held. Without limiting the foregoing, you represent and warrant to us that you have the right and authority to post all information you post about yourself or others.
 - ii. You understand and agree that Scribes4hire.com may review, edit, and delete any Content that in the sole judgment of Scribes4hire.com violates these Terms or which Scribes4hire.com determines in its sole discretion might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users of the Site or others.
 - iii. You further represent and warrant that public posting and use of your Content by Scribes4hire.com will not infringe or violate the rights of any third party.
 - iv. Your use of the Services, including but not limited to the Content you post on the Site, must be in accordance with any and all applicable laws and regulations.
 - v. Scribes4hire.com is not responsible for any claims relating to any inaccurate, untimely or incomplete information provided by users of the Site.
 - vi. We welcome your feedback and questions about the Site and Services. However, you agree that any communications you send to us shall be and remain the exclusive property of Scribes4hire.com, and we may use all such communications, all without notice to, consent from, or compensation to you.

- b. Opinions, advice, statements, offers, or other information or content made available on the Site or through the Site, but not directly by Scribes4hire.com, are those of their respective authors. Such authors are solely responsible for such content. Scribes4hire.com does not: (i) guarantee the accuracy, completeness, or usefulness of any information on the Site or available through the Service, or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party that appears on the Site or through the Service. Under no circumstances will Scribes4hire.com be responsible for any loss or damage resulting from: (a) your reliance on information or other content posted on the Site or transmitted to or by any user of the Site or Service; or (b) reviews or comments made about you on the Site by other users.
- c. You agree that Scribes4hire.com has no obligation to remove any reviews or other information posted on the Site about you or any other person or entity. If you disagree with a review, you may post one rebuttal to the review, provided your rebuttal complies with these Terms. You may not terminate your registration and re-register in order to prevent a review from being associated with your account. The author of a review can always remove or request removal of a review they have written.
- d. Scribes4hire.com disclaims any liability whatsoever for any misstatements and/or misrepresentations made by any users of the Site. Users hereby represent, understand and agree to hold Scribes4hire.com harmless for any misstatements and/or misrepresentations made by or on behalf of them on this Site or in any other venue.

5. Exclusive Use

- i. If you are a medical scribe, you may use your account only to find care jobs for yourself. You are responsible for all activity on and use of your account, and you may not assign or otherwise transfer your account to any other person or entity.

6. Prohibitive Use

- a. By using Scribes4hire.com, you agree that you will not under any circumstances:
 - i. use the Site, Services, or any information contained therein in any way that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
 - ii. use the Site or Services for any fraudulent or unlawful purpose, for any purpose not expressly intended by Scribes4hire.com or for the promotion of illegal activities;
 - iii. harass, abuse or harm another person or group, or attempt to do so;
 - iv. use another user's Scribes4hire.com's account;
 - v. provide false or inaccurate information when registering an account on Scribes4hire.com, using the Services or communicating with other Registered Users;
 - vi. attempt to re-register with Scribes4hire.com if we have terminated your account for any or no reason or terminate your registration and re-register in order to prevent a review from being associated with your account;

- vii. interfere or attempt to interfere with the proper functioning of Scribes4hire.com's Services;
 - viii. make any automated use of the system, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
 - ix. bypass any robot exclusion headers or other measures we take to restrict access to the Service or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data (whether manually or through automated means);
 - x. use the communication systems provided by or contacts made on Scribes4hire.com for any commercial solicitation purposes;
 - xi. publish or link to malicious content intended to damage or disrupt another user's browser or computer.
- b. In order to protect our users from prohibited activity, we reserve the right to take appropriate actions, as we deem appropriate in our sole discretion.
 - c. Should Scribes4hire.com find that you violated the terms of this Section or any terms stated herein, Scribes4hire.com reserves the right, at its sole discretion, to immediately terminate your use of the Site and Services. You will not be refunded the cost of the Services.
 - d. Further, in order to protect the integrity of the Site and the Services, Scribes4hire.com reserves the right at any time in its sole discretion to block users from certain IP addresses from accessing the Site.

4. Background and Verification Checks

- a. Background checks are required by employers. Scribes4hire.com will take care of obtaining background checks, immunization records, drug tests, TB tests, and payroll set up prior to a medical scribe starting at a facility.
- b. Scribes4hire.com will receive a copy of each background check ordered.
- c. The medical scribe is responsible for ensuring accurate information to be used for the background check.
- d. By registering for and using the Site or Services as an individual medical scribe, and subject to your authorization, you acknowledge and agree that Scribes4hire.com may review and use any Background Checks you have ordered or authorized about yourself for the purpose of protecting the safety and integrity of our Site and its users. Scribes4hire.com reserves the right to terminate your membership based on the information contained in such report, even if such information was subsequently dismissed.
- e. If Scribes4hire.com terminates your membership or access to the Site on the basis of information in a Background Check, we will notify you and provide you the name and contact information of the consumer reporting agency that created the report. We will also provide you a copy of the report unless the consumer reporting agency has already provided you a copy or access to it. You hereby represent, understand and expressly agree that Scribes4hire.com does not have control over or assume any responsibility for

the quality, accuracy, or reliability of the information included in these Background Checks. Furthermore, any inaccuracies in the report must be addressed with the consumer reporting agency that issued it and not Scribes4hire.com.

5. Scribes4hire.com May Order and Use Background Screenings About You

- a. By registering for and using the Site or Services as a medical scribe or provider, you hereby acknowledge and agree that Scribes4hire.com has the right, but not the obligation, to use a third-party consumer reporting agency on an ongoing basis to use your personal information to run periodic background screenings on you for the purpose of protecting the safety and integrity of our Site. Scribes4hire.com may order these screenings when you register with Scribes4hire.com and thereafter in connection with your continued use of our Services and/or interaction with our Site (such as by contacting or communicating with other members, posting or updating a job or profile, ordering or authorizing a Background Check, etc.).
- b. You understand and agree that Scribes4hire.com may review the information provided by the third-party consumer reporting agency and that Scribes4hire.com retains the right to terminate your Scribes4hire.com registration based on the information it receives from these checks, even if such information was subsequently changed or corrected. If Scribes4hire.com terminates your membership or access to the Site on the basis of information in a background report, we will notify you and provide you the name and contact information of the consumer reporting agency that created the report. We will also provide you a copy of the report unless the consumer reporting agency has already provided you a copy or access to it. You hereby represent, understand and expressly agree that Scribes4hire.com does not have control over or assume any responsibility for the quality, accuracy, or reliability of the information included in these checks. Furthermore, any inaccuracies in the report must be addressed with the consumer reporting agency that issued it (and not Scribes4hire.com) within the time period specified in your notice. Notwithstanding this, you agree that Scribes4hire.com is under no obligation to reinstate any accounts it may have terminated even if the information that led to the termination is subsequently changed or corrected.
- c. BY AGREEING TO THESE TERMS AND USING OUR SITE, AND, IF APPLICABLE TO YOU AS A MEDICAL SCRIBE, SUBJECT TO YOUR ADDITIONAL AUTHORIZATION, YOU AGREE TO ALLOW SCRIBES4HIRE.COM TO PERFORM THESE INTERNAL BACKGROUND CHECKS FOR THE PURPOSES DESCRIBED ABOVE. IF YOU DO NOT WANT THESE INTERNAL BACKGROUND CHECKS TO BE PERFORMED, YOU SHOULD NOT USE SCRIBES4HIRE.COM.

6. Scribes4hire.com May Regularly Verify Your Identity and the Accuracy of Your Representations and Warranties

- a. By registering as a medical scribe or provider, you authorize Scribes4hire.com, and acknowledge that for purposes of promoting the safety and integrity of its Site and Service, Scribes4hire.com reserves the right, but not the obligation, to utilize third party service providers to verify on an ongoing basis that your registration data is accurate and that the representations and warranties addressing legal matters such as complaints, arrests, sex offender status, etc. are also true ("Verification Checks"). These third parties may use data

from a variety of sources, under a variety of circumstances, for these site safety purposes including, without limitation, information from national criminal databases, sex offender registries, certain media streams, terrorist watch lists, criminal and fugitive watch lists, fraud watch lists, law enforcement reports, and other data.

- b. You agree that Scribes4hire.com may take such action in response to Verification Checks as it deems appropriate in its sole discretion, including without limitation suspending and/or terminating your membership, should it determine that you have violated any representation or warranty or any other provision of these Terms or are otherwise unsuitable for Scribes4hire.com.
- c. You also hereby represent, understand and expressly agree that Scribes4hire.com does not have control over or assume any responsibility for the quality, accuracy, or reliability of the information included in a Verification Check. We do not typically communicate the results of a Verification Check to any third party, though we reserve the right to do so for law enforcement or other safety-related purposes in accordance with applicable laws.
- d. BY AGREEING TO THESE TERMS, AND, IF APPLICABLE TO YOU AS A MEDICAL SCRIBE SUBJECT TO YOUR ADDITIONAL AUTHORIZATION, YOU AGREE TO ALLOW SCRIBES4HIRE.COM TO PERFORM THE VERIFICATION CHECKS DESCRIBED ABOVE. IF YOU DO NOT WANT THESE VERIFICATION CHECKS TO BE PERFORMED, YOU SHOULD NOT USE SCRIBES4HIRE.COM.

7. Important Limitations About Background Checks; Release of Liability for Results of Background Checks, Internal Background Checks, and Verification Checks

- a. SPECIAL NOTICE FOR MASSACHUSETTS AND NEW HAMPSHIRE: Criminal County Searches conducted in Massachusetts and New Hampshire as part of the Criminal Records Check and the Criminal+MVR Records Check (for individuals who are believed to have lived in one or both of these states during the seven years preceding the background check request) search only the Superior Court and a single District Court in the county seat or its equivalent for each county listed below. Criminal records (including misdemeanors and felonies) from other courts in these states will not be searched.
- b. This is an illustrative, non-comprehensive, list of certain state and county limitations of the background checks offered through Scribes4hire.com; additional limitations may apply in certain jurisdictions, including on the federal level. For example, for many states only certain registered sex offender information is reported, and for many states, only a subset of felony convictions are reported (and not any misdemeanors, charges or arrest records).
- c. In addition to legal and reporting system limitations of background checks, each check is performed with the authorization of the person being checked, using information he or she provides, such as home address, social security number, date of birth, and name. If a candidate provides incorrect information, the check might be run with inaccurate identifying data, which can impact the validity of the criminal check. Finally, criminal records are not always reported accurately or promptly, and human and electronic error can result in inaccurate or incomplete reporting. Consequently, even the most comprehensive background check offered may not disclose the existence of all criminal records in all jurisdictions.
- d. If you decide to access, use, or share information provided by a Background Check, you agree to do so in accordance with applicable law. You also agree to release, indemnify

and hold harmless Scribes4hire.com from any loss, liability, injury, death, damage, or costs that may result from your use of, reliance on, or sharing of the information contained in a Background Check regardless of the cause, including, without limitation, due to the inaccuracy or incompleteness of any such information.

8. Termination

- a. Scribes4hire.com reserves the right, in its sole discretion, to immediately terminate your access to all or part of the Scribes4hire.com Site and/or Services, to remove your profile and/or any content posted by or about you from the Site, and/or to terminate your account with Scribes4hire.com, with or without notice for any reason or no reason in its sole discretion, including without limitation if Scribes4hire.com should determine that you are not eligible to use the Services, have violated any terms stated herein or in any of the Additional Terms, are not suitable for participation as a Registered User, have mis-used or mis-appropriated Site content. Upon termination, Scribes4hire.com shall be under no obligation to provide you with a copy of any content posted by or about you on the Site. If we terminate your registration, we have no obligation to notify you of the reason, if any, for your termination.

9. Following any termination of any individual's use of the Site or the Services, Scribes4hire.com reserves the right to send a notice thereof to other Registered Users with whom we believe the individual has corresponded.

- a. Our decision to terminate an individual's registration and/or to notify other Registered Users with whom we believe the individual has corresponded does not constitute, and should not be interpreted or used as information bearing on, the individual's character, general reputation, personal characteristics, or mode of living.

10. Links To External Sites

- a. Links from the Site to external sites or inclusion of advertisements and other third-party content do not constitute an endorsement by Scribes4hire.com of such sites or the content, products, advertising and other materials presented on such sites or of the products and services that are the subject of such third-party content, but are for users' reference and convenience.
- b. Users access them at their own risk. It is the responsibility of the user to evaluate the content and usefulness of the information obtained from other sites. Scribes4hire.com does not control such sites, and is not responsible for their content.
- c. Users further acknowledge that use of any site or content controlled, owned or operated by third parties is governed by the terms and conditions of use for those sites, and not by Scribes4hire.com's Terms of Service and Privacy Policy. Scribes4hire.com expressly disclaims any liability derived from the use and/or viewing of links that may appear on this Site. All users hereby agree to hold Scribes4hire.com harmless from any liability that may result from the use of links that may appear on the Site.

11. Payment Policy

- a. In order to utilize some Scribes4hire.com Services or product offerings, the user of such Services or product offerings must pay Scribes4hire.com either a recurring subscription, one-time, or other fees.
- b. If you sign up for a Scribes4hire.com paid membership subscription, you agree to pay Scribes4hire.com all subscription charges associated with the plan you subscribe to as described on the Site at the time you subscribe and provide your payment information. You also authorize Scribes4hire.com, or a third-party payment processor that works on our behalf, to charge your chosen payment method according to the terms of the plan to which you subscribe. The subscription period and the amount and frequency of the charges will vary depending on the subscription plan you select. Scribes4hire.com reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment.
- c. You authorize Scribes4hire.com to charge your chosen payment provider for the Services and/or products you purchase. You agree that if Scribes4hire.com already has your credit card on file as a result of prior purchases you have made, we may charge that credit card for the additional Services/products you purchase.

12. Refund Policy

- a. Except as set forth in these Terms or as described on the Site at the time you make a purchase, all payments for services/products are non-refundable and there are no refunds or credits for unused or partially used services/products or service/product cancellations.

13. Release of Liability for Conduct and Disputes

- a. Scribes4hire.com is not an employer of medical scribes. Providers may seek the services of a medical scribe through the use of the Site or Services, and medical scribes may post profiles and submit proposals to providers regarding their services.
- b. By using this Site or our Services, you hereby represent, understand, and expressly agree to hold Scribes4hire.com harmless for any claim or controversy that may arise out of the actions of or relationship between you and any medical scribe, provider, or other user(s) of the Site. You agree to take reasonable precautions in all interactions with medical scribes, providers, or other users of the Site or the Services, particularly if you decide to meet offline. By using the Site or the Services, you agree to report any alleged improprieties of any users therein to Scribes4hire.com immediately by notifying Scribes4hire.com of the same via electronic correspondence.

14. Disclaimers; Limitations; Waivers; Indemnification

- a. The information and materials contained on the Site, including text, graphics, information, links or other items are provided "as is," "as available." Further, opinions, advice, statements, offers, or other information or content made available through the Services, but not directly by Scribes4hire.com, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content.
- b. SCRIBES4HIRE.COM DOES NOT: (1) WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THIS INFORMATION AND MATERIALS; (2) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN SCRIBES4HIRE.COM; (3)

WARRANT THAT YOUR USE OF THE SITE OR SERVICES WILL BE SECURE, FREE FROM COMPUTER VIRUSES, UNINTERRUPTED, ALWAYS AVAILABLE, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED; OR (4) GIVE ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SCRIBES4HIRE.COM EXPRESSLY EXCLUDES ALL CONDITIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW OR THE LAW OF EQUITY AND DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THIS INFORMATION AND MATERIALS.

- c. IN ADDITION, AND WITHOUT LIMITING THE FOREGOING, SCRIBES4HIRE.COM MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED REGARDING THE SUITABILITY OF ANY USER OF OUR SITE TO PROVIDE SERVICES AS A MEDICAL SCRIBE OR TO EMPLOY THE SERVICES OF A MEDICAL SCRIBE.
- d. THE INFORMATION AND MATERIAL CONTAINED ON THE SITE IS PROVIDED FOR YOUR INTERNAL USE ONLY AND MAY NOT BE COPIED OR REDISTRIBUTED FOR ANY REASON. THIS INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE INFORMATION IS THE INTELLECTUAL PROPERTY OF SCRIBES4HIRE.COM. IN NO EVENT WILL SCRIBES4HIRE.COM BE LIABLE IN ANY WAY WITH REGARD TO SUCH INFORMATION. YOUR USE OF THE INFORMATION MUST IN ALL CASES COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS.

15. Assumption of Risk

- a. You assume all risk when using the Site and the Services, including but not limited to all of the risks associated with any online or offline interactions with users of the Site or the Services. You agree to take all necessary precautions.

16. Limitation of Liability

- a. Incidental Damages and Aggregate Liability. In no event will Scribes4hire.com be liable for any indirect, special, incidental, or consequential damages, losses or expenses arising out of or relating to the use or inability to use the Site or Services, including without limitation damages related to any information received from the Site or Services, removal of content from the Site, including profile information, any email distributed to any user or any linked web site or use thereof or inability to use by any party, or in connection with any termination of your subscription or ability to access the Site or Services, failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if Scribes4hire.com is advised of the possibility of such damages, losses or expenses. UNDER NO CIRCUMSTANCES WILL SCRIBES4HIRE.COM'S AGGREGATE LIABILITY, IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SERVICES OR THE SITE.
- b. No Liability for non-Scribes4hire.com Actions. IN NO EVENT WILL SCRIBES4HIRE.COM BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, AND/OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SITE OR THE SERVICES OR ANY AGREEMENT OR RELATIONSHIP FORMED USING THE

SITE OR SERVICE, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM ANYONE'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SITE, OR TRANSMITTED TO OR BY ANY USERS OR ANY OTHER INTERACTIONS WITH OTHER REGISTERED USERS OF THE SITE OR SERVICES, WHETHER ONLINE OR OFFLINE. THIS INCLUDES ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM THE CONDUCT OF USERS WHO HAVE REGISTERED UNDER FALSE PRETENSES OR WHO ATTEMPT TO DEFRAUD OR HARM YOU.

- c. In addition to the preceding paragraphs of this section and other provisions of these Terms, any advice that may be posted on the Site is for informational purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice. Scribes4hire.com makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Site. If you have specific concerns or a situation arises in which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist.

17. Indemnification

- a. By agreeing to these Terms, users of the Site and Services agree to indemnify, defend and hold harmless Scribes4hire.com from and against any and all claims, losses, expenses or demands of liability. Users further agree that they will cooperate as reasonably required in the defense of such claims. Scribes4hire.com reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by users, and users shall not, in any event, settle any claim or matter without the written consent of Scribes4hire.com. Users further agree to hold harmless Scribes4hire.com from any claim arising from a third party's use of information or materials of any kind that users post to the Site.

18. Copyright Notices/Complaints

- a. It is Scribes4hire.com's policy to respond to notices of alleged copyright infringement. If you believe any materials accessible on or from our Site infringe your copyright, you may request removal of those materials (or access thereto) from the Site by contacting Scribes4hire.com's copyright agent (identified below) and providing the following information:
 - i. Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
 - ii. Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
 - iii. Your name, address, telephone number and (if available) e-mail address.
 - iv. A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
 - v. A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.

- vi. A signature or the electronic equivalent from the copyright holder or authorized representative.
- vii. In an effort to protect the rights of copyright owners, Scribes4hire.com maintains a policy for the termination, in appropriate circumstances, of Members and other users of this Site who are repeat infringers.

19. Prohibition of Class and Representative Actions and Non-Individualized Relief

- a. YOU AND SCRIBES4HIRE.COM AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ARBITRATION, ACTION OR PROCEEDING. UNLESS BOTH YOU AND SCRIBES4HIRE.COM EXPRESSLY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AGAINST SCRIBES4HIRE.COM AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER SCRIBES4HIRE.COM USERS. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.
- b. Pre-Arbitration Dispute Resolution
 - i. Scribes4hire.com is always interested in resolving disputes amicably and efficiently. So before you commence arbitration, we suggest that you contact us to explain your complaint, as we may be able to resolve it without the need for arbitration.
- c. Arbitration Procedures
 - i. If we cannot resolve a Claim informally, any Claim either of us asserts will be resolved only by binding arbitration and not in courts of general jurisdiction. Arbitration will be conducted by a neutral arbitrator. In this Arbitration Agreement, the terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under the Terms and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.
 - ii. The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less you or Scribes4hire.com may elect to have the arbitration conducted by telephone or based solely on written

submissions, which election shall be binding on you and Scribes4hire.com subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. Attendance at any in-person hearing may be made by telephone by you and/or Scribes4hire.com, unless the arbitrator requires otherwise.

- iii. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort, or otherwise and all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to any claim that all or any part of these Terms are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.
- iv. The arbitrator will decide the substance of all claims in accordance with the laws of the State of Delaware, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Scribes4hire.com users, but is bound by rulings in prior arbitrations involving the same Scribes4hire.com user to the extent required by applicable law.

d. Confidentiality

- i. All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties.

e. Severability

- i. If a court decides that any term or provision of these Terms is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and these Terms shall be enforceable as so modified. If a court decides that any of the provisions of Section 13.2 are invalid or unenforceable, then the entirety of Section 13 shall be null and void. The remainder of the Terms will continue to apply.