

B4HEALTH
TERMS OF USE
Last Modified: May 15, 2018

1. ACCEPTANCE OF THE TERMS OF USE

Agreement. These Terms of Use are an agreement between You and B4Health, LLC., a Maryland limited liability company, ("B4Health", "Company", "we", or "us"). The following terms and conditions, together with our Privacy Policy www.b4health.com and any additional documents they expressly include (collectively, the "Terms") and govern your access and use of the Site Platform (as defined below) and the Platform (as defined below). Please read the Terms carefully before using the Site. By using the Site, you accept and agree to be bound and abide by the Terms. If you do not agree with these Terms or the Privacy Policy, do not use the Site.

Eligibility. This Site, including any content, functionality, and services offered on or through www.B4Health.com ("Site"), www.B4Health.net ("Platform"), and the B4Health mobile application ("App") offered and available to users who are 18 years of age or older who reside in the United States or any of its territories or possessions. By using this Site, Platform, or App, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site.

Purpose. The Site provides information regarding B4Health's healthcare staffing Platform and various software tools that assist healthcare providers and agencies in finding and retaining healthcare professionals (collectively "B4Health Services"). The Site offers demonstrations and additional information about implementation of B4Health Services.

2. CHANGES TO THE TERMS AND SITE.

Updated Terms. The Terms may be updated from time to time. All changes are effective immediately upon posting, and will apply to access to and use of the Site thereafter. Your continued use of the Site following posting of the revised Terms means that you accept and agree to the changes. Please check this page frequently so you will be aware of any changes, as they are binding on you.

Modification of Site. We may withdraw or amend the Site or any service or any material we provide on the Site, in our sole discretion without notice. We will not be liable to you if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including users who register on the site.

3. B4HEALTH SERVICES, AUTHORIZED USERS, AND ACCOUNT SECURITY.

B4Health Services. B4Health Services, regardless of the media or form of delivery, whether in printed or electronic copies, online documentation, streaming media, or otherwise, are protected by U.S. and international intellectual property laws, including copyright, trademark, and patent laws, and other intellectual property protection. The B4Health Services and related materials are licensed, not sold, under the License Agreement (as defined below). Authorized users are licensees of the B4Health Services and do not acquire any ownership rights in or to the B4Health Services.

Access to B4Health Services. Upon entering into a B4Health Software License and Services Agreement ("License Agreement"), B4Health grants you a non-transferable, non-exclusive right, and license to access and use the B4Health Services in order to access staffing services as an authorized user and for the permitted purpose in the License Agreement ("Permitted Purpose"). All rights not expressly granted herein are reserved by B4Health.

You are responsible for:

- Making all arrangements necessary to access the B4Health Services.
- Entering into a License Agreement with B4Health.
- Enrolling your authorized users for the B4Health Services.
- Ensuring your authorized users are aware of these Terms and shall comply with them.

Limitations on Use. Authorized users may access and use the B4Health Services solely for the "Permitted Purpose" identified in the License Agreement. Authorized users agree not to permit the B4Health Services to be used by or for the benefit of any other person or entity, or for any use other than for accessing the B4Health Services for the Permitted Purpose. Except as expressly provided herein, or in any other agreement between you and B4Health, authorized users shall not sub-license, or permit any third-party to access and/or use the B4Health Services without our prior written consent.

Restrictions. Authorized users shall not copy, modify, create a derivative work of, reverse engineer, reverse assemble, decompile or otherwise attempt to discover any B4Health Services (whether source code or object code), nor shall you sell, assign, grant a security interest in, or otherwise transfer or attempt to transfer any right or interest in any B4Health Services to any third-party.

Accuracy of Your Information. To access the B4Health Services, authorized users may be asked to provide certain registration details or other information. It is a condition of the B4Health Services that all the information you provide is correct, current, and complete. You agree that all information you provide to register with this Site or otherwise is governed by our Privacy Policy www.b4health.com, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Access Codes. The B4Health Software generates user names and passwords as necessary to allow authorized users to access and use the B4Health Services ("Access Codes"). Each authorized user will be assigned an Access Code when registering online. Each authorized users is responsible for maintaining the confidentiality of his or her Access Codes. Each authorized user's Access Code is for use by such authorized user and shall not be transferred to any other person. Authorized users shall not share Access Codes with persons other than authorized users; (ii) permit Access Codes to be cached in proxy servers and accessed by individuals who are not authorized users, or (iii) permit access to the B4Health Services through a single identification or password code made available to multiple users on a network.

Confidentiality of Login Information. Your user name, password, or any other piece of information is an important part of the B4Health Services security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your B4Health Services account is personal to you and you agree not to provide any other person with access to the B4Health Services or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security, as required in Section 20 "Notices". You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

Compliance. Each authorized user represents and warrants that he or she will use and access the B4Health Services in accordance with the Terms, and in compliance with all laws, rules and governmental regulations applicable to use of the B4Health Services, including intellectual property, network security, and privacy laws. We have the right to disable any user name, password, or other identifier at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

4. INTELLECTUAL PROPERTY RIGHTS

The B4Health Services, the Site and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by B4Health, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms permit you to use the Site for legitimate business purposes, namely accessing and using information about B4Health Services. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Site, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Site for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
- Share, transmit or disseminate the B4Health Services or any other confidential or proprietary information.

You must not access or use for any commercial purposes any part of the Site or any services or materials available through the Site.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Site in breach of these Terms, your right to use the Site will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Site or any content on the Site is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Site not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

5. TRADEMARKS

The Company name is B4Health, LLC and offers services under the trademark B4HEALTH™. Company logos, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company. You must not use such marks without the prior written permission of the Company. All other

names, logos, product and service names, designs, and slogans on this Site are the trademarks of their respective owners.

6. PROHIBITED USE.

You may use the Site only for lawful purposes and in accordance with these Terms. You agree not to use the Site:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter", "spam", or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm the Company or users of the Site or expose them to liability.
- Transmit to the Site any content, or conduct yourself in any manner, that could be construed as defamatory, libelous, obscene, bigoted, hateful, racially offensive, vulgar, harassing, inflammatory, pornographic, violent, profane, threatening, unfair, inaccurate, deceptive or unlawful.
- Falsify or delete any author attributions, copyright notices or legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, or that is provided with the Site materials or accessed through the Site.

Additionally, you agree not to:

- Copy, transmit, or disseminate confidential information.
- Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site.
- Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Site.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.

- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Site.

7. FEEDBACK

Feedback. If you provide us with comments, bug reports, feedback, or modifications proposed by you to us, about the Site, or the services provided through the Site (collectively, “Feedback”), then Company will have the right to use such Feedback at our discretion, including but not limited to incorporating such Feedback into the Site and the right to assign, license or otherwise use such Feedback. You hereby give Company a perpetual, irrevocable, non-exclusive license under all rights necessary to incorporate such Feedback and use such Feedback for any purpose. No compensation will be paid with respect to the use of your Feedback.

8. RELIANCE ON INFORMATION POSTED

The information presented on the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such Site information by you or any other visitor to the Site, or by anyone who may be informed of any of the Site's contents.

9. CHANGES TO THE SITE

We may update the content on this Site from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Site may be out of date at any given time, and we are under no obligation to update such material.

10. FORWARD LOOKING STATEMENTS

The Site may contain forward looking statements that are subject to risks and uncertainties that might cause actual results to differ from those foreseen. We wish to caution you that these statements are only predictions and those actual events or results may differ materially. Company assumes no obligation, and does not intend to update these forward-looking statements.

11. LINKING TO THE SITE AND SOCIAL MEDIA FEATURES

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Site may provide certain social media features that enable you to:

- Link from your own or certain third-party Sites to certain content on this Site.
- Send emails or other communications with certain content, or links to certain content, on this Site.
- Cause limited portions of content on this Site to be displayed or appear to be displayed on your own or certain third-party Sites.

You may use these features solely as they are provided by us, solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any Site that is not owned by you.

- Cause the Site or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Site other than the homepage.
- Otherwise take any action with respect to the materials on this Site that is inconsistent with any other provision of these Terms.

The Site from which you are linking, or on which you make certain content accessible, must comply in all respects with the provisions of these Terms.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

12. LINKS FROM THE SITE

If the Site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Site, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

13. GEOGRAPHIC RESTRICTIONS

The owner of the Site is based in the state of Maryland in the United States. We provide this Site for use only by persons located in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

14. DISCLAIMER OF WARRANTIES

You acknowledge and agree that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. IN NO EVENT SHALL WE WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SITE LINKED TO IT.

YOUR USE OF THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SITE, ITS

CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

15. LIMITATION ON LIABILITY

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY SITES LINKED TO IT, ANY CONTENT ON THE SITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

16. INDEMNIFICATION

You will indemnify, defend (or settle) and hold harmless Company, its members, officers, employees, and agents ("Company Entities") from all claims, actions, proceedings, losses, settlements, judgments, liabilities, suits, damages, disputes or demands, including without limitation any proceeding, investigation or claim by a self-regulatory organization, state or federal securities agency or commission, and including reasonable attorney's fees and all other costs, fees, and expenses (collectively, "Claims") against any of Company Entities arising out of or in connection with (i) your conduct, provision of content or use of the Site, or such actions by any third party through you, (ii) your violation of the rights of another person or party, (iii) any Materials provided or made available by you, and (iv) any breach or violation by you of your obligations under these Terms, including without limitation any breach of your representations and warranties herein. You will not settle any indemnified claim without the prior written consent of Company, such consent not to be unreasonably withheld. In connection with any Claims that may give rise to your indemnification obligations as set forth above, Company Entities shall have the exclusive right, at their option, to defend, compromise and/or settle the suit, action or proceeding, and you shall be bound by the determination of any suit, action or proceeding so defended or any compromise or settlement so effected. The remedies provided in this section are not exclusive of and do not limit any other remedies that may be available to Company Entities pursuant to this section.

17. MANDATORY ARBITRATION

The exclusive means of resolving any dispute or claim arising out of or relating to the use of the Site, the Services, the Terms (including any alleged breach thereof), website software applications, and/or mobile

applications shall be BINDING ARBITRATION administered by the Commercial Rules of Arbitration of the American Arbitration Association applying Maryland law.

18. CHOICE OF LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL

These Terms are governed by the laws of the United States of America and the State of Maryland, excluding any law or conflicts of law principle that would apply the law of another jurisdiction. To the extent a Dispute is not governed by the Arbitration Clause, you hereby consent to the exclusive jurisdiction and venue of courts applicable to Montgomery County, MD in all disputes arising out of or relating to the use of the Site, Company's website software applications and mobile applications, or the Terms; provided, however, that in the event Company is sued or joined by a third party in any other court or in any other forum in respect of any matter which may give rise to a claim by Company hereunder, you consent to the jurisdiction of such court or forum over any claim which may be asserted by Company therein. You irrevocably consent to the exercise of personal jurisdiction by such courts in any such action. In addition, and notwithstanding the foregoing, you irrevocably waive, to the fullest extent permitted by law, any objection that you may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon you and may be enforced in any court in which you are subject to a jurisdiction by a suit upon such judgment. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation this paragraph. To the extent a claim is not governed by the Arbitration Clause, Company and you each hereby waive the right to a trial by jury in any court and in any suit, action or proceeding, whether in tort, contract, or otherwise, in which any such party is a party, as to any claim arising out of or in connection with these Terms, your or Company's rights and obligations under these Terms, the Site, use of the Site, and/or the services and/or products that may be provided by or through or in connection with the Site.

19. WAIVER AND SEVERABILITY

No waiver of by the Company of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

20. MISCELLANEOUS

Entire Agreement. The Terms, the Privacy Policy www.b4health.com, constitute the sole and entire agreement between you and B4Health regarding the Site and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Site.

No Joint Venture. You agree that no joint venture, partnership, employment or agency relationship exists between you and Company as a result of these Terms or your use of Site.

Headings. Section headings and other captions in these Terms are used solely for the convenience of the parties, have no legal or contractual significance, and shall not be used in interpreting, construing or enforcing any of the provisions of these Terms.

Survival. The provisions of the following sections shall survive any termination or expiration of these Terms: Intellectual Property Rights, Trademarks, Prohibited Use, Indemnification, Mandatory Arbitration, Choice of Law, Jurisdiction and Venue, Waiver of Jury Trial, and Miscellaneous.

No Waiver. The failure of Company to enforce any provision of these Terms will not be construed as a waiver or limitation of Company's right to subsequently enforce and compel strict compliance with that provision or any other provision of these Terms.

Assignment. No assignment, delegation or other conveyance of these Terms may be made by you (by operation of law or otherwise) without the prior written consent of Company, to be given in its sole discretion. Company may assign its rights and obligations hereunder to any other party.

Statute of Limitations. Any cause of action you may have with respect to your use of Site must be commenced within one year after the claim or cause of action arises; thereafter, any such claim will be forever barred, without regard to any contrary legislation, rule, or other authority.

Agreement Binding. In the event that any provision of these Terms is deemed to be unenforceable, said provision will be interpreted to reflect the original intent of the parties in accordance with applicable law, and the remainder of these Terms will continue in full force and effect.

Notices. Notices to Company under these Terms shall be sufficient only if in writing and transmitted via personal delivery, delivered by a major commercial rapid delivery courier service, or mailed, postage or charges prepaid, by certified or registered mail, return receipt requested, to Company, with such notices being effective as of the date of actual, confirmed receipt by Company. Notices to you are deemed effective if sent to the email, fax, mail address or other contact information provided by you during the registration process, and are deemed effective upon the earlier of being confirmed received or one day after having been sent.

21. YOUR COMMENTS AND CONCERNS

This Site is operated by B4Health, LLC, 4800 Hamden Lane, Bethesda MD 20814.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: info@B4Health.org.