

Website Terms and Conditions

NOTE: FOR ALL LOGIN OR SUPPORT QUESTIONS, PLEASE CONTACT: support@healthcaresource.com.

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We may change the Terms and Conditions from time to time and at any time, in our sole discretion and without notice to you, by posting such changes on the Site. Your continued access or use of the Site or any Services constitutes your acceptance of the changes. Your access and use of the Site and Services will be subject to the most current version of the Terms and Conditions and any other guidelines and rules posted on the Site at the time of such use. Please regularly check the “Terms and Conditions” link on the home page of the Site to view the then-current terms. If you breach any of the Terms and Conditions, your authorization to access or use the Site or Services may be terminated.

Age Requirement for Use of Site: The Site and Services are not intended for use by persons under the age of 13 years old. You must be 13 years old or older to provide any personal information to the Site, or to us through the Site, to retain Services, or to otherwise conduct business with us via the Site. You hereby represent that you are at least 13 years old.

1. Services: Through the Site, HealthcareSource provides access to its Services to browsers of the Site, customers with registered accounts, registered users authorized by customers and registered job applicants. You may register to establish an account on the Site, with a username and password, by (i) signing an agreement with HealthcareSource and completing applicable order forms to subscribe for services (collectively, the “Customer Agreement”), and/or (ii) completing and submitting an online registration form located on the Site. The Services may consist of certain software-as-a-service online programs, as well as access to certain proprietary information and materials, including without limitation user manuals, technical manuals,

standard and customized forms, reports, software, courses, modules and other content such as assessment questions.

2. Account and Password: HealthcareSource may make certain Services available to you following your completion of a registration process used to set up your account and generate a user name and password and/or upon the execution of a Customer Agreement. Please refer to the HealthcareSource Privacy Policy posted on the Site for our policies on the collection and usage of your personal information. HealthcareSource policies preclude access to passwords by anyone at HealthcareSource or its service providers except on a need-to-know basis. All required registration information that you provide must be current, complete and accurate and kept up to date on a prompt, timely basis. You are responsible for maintaining the strict confidentiality of your account password, and by setting up an account you accept all risks of unauthorized access to such information. You shall be responsible for any access to or use of the Site by any person or entity using the password provided, whether or not such access or use has been authorized by or on behalf of you, and whether or not such person or entity is your employee or agent. You agree to (a) immediately notify HealthcareSource of any unauthorized use of your password or account or any other breach of security, (b) take any reasonable steps within your control to prevent any further unauthorized use or breach, (c) exit from your account at the end of each session, and (d) ensure that any individual leaving your organization no longer maintains any access to your account. It is your sole responsibility to control the dissemination and use of your password, control access to and use of your account. HealthcareSource will not be responsible or liable for any loss or damage arising from your failure to comply with this provision. HealthcareSource may, at any time without notice and in its sole discretion (and subject to the terms of any applicable Customer Agreement), limit or suspend in whole or in part, your or any other user's access to or use of the Site or Services, or disclose any information related to your use of the Site or Services as HealthcareSource deems necessary to comply with applicable law, regulation, legal process or governmental request.

3. Submitted Materials: Users of the Site may submit certain materials to be displayed on the Site, whether directly to the Site or through our blog or other affiliated social media sites or portals. All such materials submitted by you and other users of the Site are referred to in these Terms and Conditions as "Submitted Materials". All Submitted Materials that you post on or otherwise submit via the Site shall not be confidential information or trade secrets owned by you or any other party. You shall remove sensitive and identifying information from Submitted Materials prior to submitting them to HealthcareSource. You will receive no compensation for any use of your Submitted Materials. HealthcareSource may, but is not required to, post or use any of your Submitted Materials that you may post or otherwise submit. HealthcareSource may remove any posted or submitted Submitted Materials from the Site for any reason without notice in our sole discretion. By posting or submitting your Submitted Materials, you represent and warrant that you own or otherwise control all of the intellectual property rights and other rights to your Submitted Materials, including all the rights necessary for you to post or submit your Submitted Materials.

You are solely and entirely responsible for all of your Submitted Materials that you post or otherwise submit via the Site. You shall assume all risks associated with the use of your Submitted Materials including any reliance on the accuracy, completeness or usefulness of your Submitted Materials. HealthcareSource does not guarantee the accuracy, integrity or quality of Submitted Materials. You acknowledge and agree that by accessing or using the Site or Services,

you may be exposed to Submitted Materials from others that are offensive, indecent or otherwise objectionable.

At any time in our discretion, HealthcareSource may impose a cap on the amount of Submitted Material that may be submitted to the Site, or on the amount that may be used by any one user.

Any revisions or other derivative works that HealthcareSource or its contractors creates from the Submitted Materials are referred to in these Terms and Conditions as “Work Product”. As between HealthcareSource and you, HealthcareSource shall retain ownership of all of your Submitted Materials, and any revisions or derivative works thereof, including the Work Product, and shall have the rights to use, reproduce, publicly display, publicly perform, copy, edit, modify, translate, reformat, transmit and distribute such Submitted Materials and Work Product, with or without having your name attached to such images and materials, in any manner of form and for any purpose. You are advised to retain copies of Submitted Materials and should not rely on HealthcareSource to retain copies of Submitted Materials. HealthcareSource is not responsible for loss or damage to Submitted Materials, or for your or HealthcareSource’s removal, or failure to remove Submitted Materials from the Site.

4. User Information: In the course of your use of the Site, for example when you register for an account on the Site, you may be asked to provide certain personalized information to us (such information referred to hereinafter as “User Information”) (not including Submitted Materials). You acknowledge and agree that you are solely responsible for the accuracy and content of User Information. Our information collection and use policies with respect to the User Information are set forth in the Site’s Privacy Policy which is incorporated herein by reference for all purposes and to which you agree by agreeing to these Terms and Conditions. As set forth in such Privacy Policy, HealthcareSource may collect, compile, maintain, process and otherwise use data and other information regarding user behavior that is gathered through your use of the Services (collectively, “Data”). We may use, disclose or sell your Data for purposes including, but not be limited to, evaluating and improving the Site and the Services, providing customer support, or sharing with third parties in connection with the development, marketing and sale of products or services that may be of interest to you. HealthcareSource will only disclose your Data to third parties, whether alone or aggregated with the Data of other customers, in anonymous forms, such as overall patterns or demographic reports, that do not personally identify or describe you or any other individual or entity.

5. Access to Services: You may access Services from HealthcareSource through the Site only if, and you hereby represent and warrant that: (a) you are 13 years old or older; and (b) either (i) you are retaining Services on your own behalf and in your capacity as an individual; you own all rights, including without limitation all intellectual property rights, in and to any Submitted Materials; and you have the right and authority to retain the Services from HealthcareSource pursuant to these Terms and Conditions, or (ii) you are retaining Services on behalf of your company or another entity or third party and in your capacity as an employee or other agent of such company, entity or third party; your company or such other entity or third party owns all rights, including without limitation all intellectual property rights, in and to any Submitted Materials; and you have the right and authority to retain the Services from HealthcareSource pursuant to these Terms and Conditions and you are authorized to act on behalf of and to legally bind your company or such other entity or third party to these Terms and Conditions. You agree

to pay in full the prices (if applicable) for any Services you retain, including without limitation all applicable taxes, by payment means acceptable to HealthcareSource.

6. Proprietary Rights in the Site: As between you and HealthcareSource, HealthcareSource owns, solely and exclusively, all rights, title and interest in and to the Site, all the content, code, data and materials thereon, the look and feel, design, arrangement and organization of the Site, and the compilation of the content, code, data and materials on the Site, including but not limited to any copyrights, trademark rights, patent rights, database rights, moral rights, sui generis rights and other intellectual property and proprietary rights therein. You hereby acknowledge that your use of the Site does not grant to you ownership of any content, code, data or materials you may access on the Site. Any commercial distribution, publishing or exploitation of the Site is strictly prohibited. You may view the content on the Site on your computer or other internet-compatible device, and make single copies or prints of the content on the Site for your internal and personal use only, provided that you shall not alter or delete any author attribution, trademark legend, or copyright or other proprietary notices on any such copies. You may not otherwise copy, reproduce, republish, frame, download, transmit, distribute, modify, adapt, create derivative works based on, rent, lease, loan, sell, assign, distribute, display, perform, license, sublicense or reverse engineer the Site or any portions of the Site, or the selection and arrangement of the Site, otherwise exploit any content, code, data or materials on or through the Site. If you make other use of the Site, except as otherwise provided above, you may violate copyright and other laws of the United States or other countries, as well as applicable state laws and may be subject to liability for such unauthorized use. We do not grant any license or other authorization to any user of our content, trade names, trademarks or service marks.

7. Trademarks: The HealthcareSource mark and logo are trademarks of HealthcareSource and may not be used without HealthcareSource's prior written consent, and in any event may not be used in connection with products and/or services that are not related to, associated with, or sponsored by HealthcareSource, that are likely to cause customer confusion, or in any manner that disparages or discredits HealthcareSource or its affiliates. All other trademarks, logos and service marks not owned by HealthcareSource that appear on the Site, if any, are the property of their respective owners and may not be used without the prior written consent of such owners.

8. User Conduct: All interactions on the Site must comply with these Terms and Conditions. Although we welcome and encourage user interaction on this Site, we do insist and require that all customers and users restrict any and all activity in connection with the use of the Site to that which involves lawful purposes only. You warrant and agree that, while using the Site, you shall not upload, post or transmit to, or distribute or otherwise publish through, the Site any materials (including, without limitation, Submitted Materials) that:

(a) violate or infringe in any way upon the rights of others, including without limitation the infringement of third party intellectual property that is protected by third party copyright, or other proprietary or intellectual property rights;

(b) are unlawful, threatening, abusive, hateful, tortious, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy or publicity rights, harassing, inappropriate, indecent, lascivious, lewd, profane, obscene, racist, excessively violent, vulgar or that contain explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals);

(c) in the discretion of HealthcareSource, restrict or inhibit any other user from using and enjoying the Site;

(d) constitute or encourage conduct that would constitute a criminal offense or give rise to civil liability or otherwise violate any law; or

(e) contain a virus, Trojan horse, worm, time bomb, cancelbot, easter egg, corruptive file, or other harmful or disruptive component or false or misleading indications of origin or statements of fact.

You also warrant and agree that you shall not:

(i) impersonate any person or entity or misrepresent your affiliation with any other person or entity, or in any way create a false identity for the purpose of misleading others;

(ii) upload, post, publish, transmit, reproduce, distribute or in any way exploit any information or other material obtained on or through the Site for commercial purposes (other than as expressly permitted by the provider of such information or other material), or otherwise advertise or perform any religious, political or commercial solicitation in connection with your use of the Site;

(iii) engage in spamming, flooding, transmission of bulk communications, harvesting of personal information, spidering, 'screen scraping,' 'database scraping,' or any other activity with the purpose of obtaining lists of users or other information, or send chain letters or pyramid schemes via the Site;

(iv) use any of the HealthcareSource Services to upload, display, share or otherwise transmit or disclose any Protected Health Information (PHI) or other private information of third parties in violation of state or federal laws (including the Health Insurance Portability and Accountability Act of 1996 (HIPAA)); or

(v) attempt to gain unauthorized access to, or disrupt or interfere with the security of, or otherwise cause harm to, the Site or any systems resources, accounts, servers or networks connected to or accessible through the Site or any affiliated or linked sites.

You agree that you will not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not collect, harvest, mine or engage in any other activity to obtain or attempt to obtain any materials or information, including without limitation e-mail addresses, phone numbers and other User Information, through any means not intentionally made available or provided for through the Site.

HealthcareSource has the right, but not the obligation, to monitor the Site and to remove material from the Site at its discretion.

9. Third Party Websites: The Site may include links that will take you to other Websites outside of the Site, including Websites operated by unaffiliated third parties (collectively, "Linked Sites"). HealthcareSource has no control over the Linked Sites and you therefore acknowledge and agree that we have no responsibility for the information, content, products, services, advertising, code or other materials which may or may not be provided by or through any Linked Site. You further acknowledge and agree that HealthcareSource is not responsible for

any form of transmission received from an Linked Site. The Linked Sites are provided by HealthcareSource as a convenience, and links to Linked Sites do not constitute an endorsement by us of such Websites or the information, content, products, services, advertising, code or other materials presented on or through such Websites.

10. Linking to the Site: Unless otherwise set forth in a written agreement between you and HealthcareSource, if you include a link from any other website to the Site, you must adhere to HealthcareSource's linking policy as follows:

- The appearance, position and other attributes of the link may not create the false appearance that your organization or entity is sponsored or endorsed by, affiliated with, or associated with HealthcareSource;
- The link shall not in any manner surround or obfuscate the Site with any third party content, materials or branding;
- Any link to the Site must identify that the link will bring the user to a HealthcareSource Site;
- The appearance, position, context and other aspects of the link may not be such as to damage or dilute the goodwill associated with HealthcareSource's names and trademarks." I don't feel strongly about it, but if you were to reinsert any, this would be the one;
- HealthcareSource reserves the right to insist that any link to the Site be discontinued, and revoke our consent to the link at any time and in our sole discretion.

11. Copyright Agent: We respect the intellectual property rights of others, and require that the people who use the Site do the same. HealthcareSource will, in appropriate circumstances, terminate the accounts of users who infringe the intellectual property rights of others. HealthcareSource will investigate notices of copyright infringement and take appropriate actions under the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(2) (the "DMCA"). If you believe that your work has been copied in a way that constitutes copyright infringement and such infringement is occurring on the Site or on sites linked to from the Site or in connection with the Services, please forward the following information to HealthcareSource's Copyright Agent, designated as such pursuant to the DMCA, named below:

- Information sufficient to permit HealthcareSource to contact you, such as your address, telephone number, and email address;
- A description of the copyrighted work or works that you claim have been infringed and identification of what content in such work(s) is claimed to be infringing and which you request to be removed or access to which is to be disabled;
- A description of where the alleged infringing material is located on the Site;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest that is alleged to have been infringed; and
- A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

HealthcareSource's designated agent for notice of claims of copyright infringement can be reached as follows:

HealthcareSource HR, Inc.
100 Sylvan Road, Suite 100
Woburn, MA 01801
phone: 781-368-1033

The designated agent should be contacted only if you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on the Site or on sites linked to from the Site or in connection with the Services.

12. DISCLAIMER OF WARRANTIES: THE SITE, INCLUDING, WITHOUT LIMITATION, ALL SERVICES, CONTENT, FUNCTIONS AND MATERIALS, IS PROVIDED BY HEALTHCARESOURCE "AS IS," "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, HEALTHCARESOURCE MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE INFORMATION, DATA, DATA PROCESSING, CONTENT, UPTIME, AVAILABILITY, ACCURACY, SECURITY, USEFULNESS OR UNINTERRUPTED ACCESS OF OR TO THE SITE.

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NOT BE CONSIDERED A FAILURE OF THE ESSENTIAL PURPOSE OF THE REMEDIES CONTAINED HEREIN. HEALTHCARESOURCE DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR FREE, OR THAT ERRORS WILL BE CORRECTED.

WE MAKE NO WARRANTY THAT THE SITE OR THE SERVICES WILL MEET ANY USER'S EXPECTATIONS, REQUIREMENTS OR NEEDS. NO ADVICE, RESULTS OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR ON OR THROUGH THE SITE OR SERVICES SHALL CREATE ANY WARRANTY OR REPRESENTATION.

IF YOU ARE DISSATISFIED WITH THE SITE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE.

HEALTHCARESOURCE DOES NOT WARRANT THAT (I) THE SITE, SERVICES, OR INFORMATION CONTAINED THEREIN IS ACCURATE OR THAT ANY GENERAL OR PARTICULAR OR CORRECT RESULT CAN OR WILL BE ACHIEVED FROM YOUR APPLICATION OR USE THEREOF, (II) ANY DEFECTS OR ERRORS IN THE SITE OR SERVICES WILL OR CAN BE CORRECTED. THE SITE AND SERVICES MAY BE OUT OF DATE AND HEALTHCARESOURCE MAKES NO COMMITMENT TO UPDATE THE SITE AND SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, HEALTHCARESOURCE WILL HAVE NO LIABILITY RELATED TO USER SUBMITTED MATERIALS ARISING UNDER INTELLECTUAL PROPERTY RIGHTS, LIBEL, PRIVACY, PUBLICITY, OBSCENITY OR OTHER LAWS. HEALTHCARESOURCE ALSO DISCLAIMS ALL LIABILITY WITH RESPECT TO THE MISUSE, LOSS MODIFICATION OR UNAVAILABILITY OF ANY USER SUBMITTED MATERIALS.

THE USE OF THE SITE OR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR HARM THAT RESULTS FROM SUCH ACTIVITIES.

HEALTHCARESOURCE ASSUMES NO LIABILITY FOR ANY COMPUTER VIRUS OR OTHER SIMILAR SOFTWARE CODE THAT IS DOWNLOADED TO YOUR COMPUTER FROM THE SITE OR IN CONNECTION WITH ANY SERVICES. HEALTHCARESOURCE WILL NOT BE LIABLE FOR ANY LOSS THAT YOU MAY INCUR AS A RESULT OF SOMEONE ELSE USING YOUR PASSWORD OR ACCOUNT WITH RESPECT TO THE SITE OR ANY SERVICES, EITHER WITH OR WITHOUT YOUR KNOWLEDGE.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. TO THE EXTENT PERMISSIBLE, ANY IMPLIED WARRANTIES ARE LIMITED TO SIXTY (60) DAYS.

13. LIMITATION OF LIABILITY: IN NO EVENT SHALL HEALTHCARESOURCE OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, OR CONTENT OR SERVICE PROVIDERS (COLLECTIVELY, THE "PROTECTED ENTITIES") BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES WHATSOEVER, INCLUDING BUT NOT LIMITED TO

LOST BUSINESS OR LOST SALES, WHETHER OR NOT FORESEEABLE OR IF SUCH PROTECTED ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, AND ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO: (1) THE ACCESS OR USE OF, OR THE INABILITY TO ACCESS OR USE, THE SERVICES, THE SITE OR THE CONTENT, MATERIALS AND FUNCTIONS RELATED THERETO; (2) THE STATEMENTS OR ACTIONS OF ANY THIRD PARTY ON OR VIA THE SITE; (3) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR OTHER DATA; (4) ANY INFORMATION THAT IS SENT OR RECEIVED OR NOT SENT OR RECEIVED; (5) ANY FAILURE TO STORE OR LOSS OF DATA, FILES OR OTHER CONTENT; (6) ANY SERVICES AVAILABLE THAT ARE DELAYED OR INTERRUPTED; (7) ANY WEBSITE REFERENCED OR LINKED TO FROM THIS SITE; (8) ANY HIRING DECISIONS MADE BY CUSTOMERS OR USERS; (9) ANY DISPUTES BETWEEN CUSTOMERS, USERS OR THIRD PARTIES; (10) ANY CUSTOMER'S OR USER'S RELIANCE ON ANY CONTENT OR INFORMATION PROVIDED WITHIN THE SERVICES; (11) ANY DISPUTES ARISING OUT OF PERSONNEL OR OTHER EMPLOYMENT-RELATED ACTIONS OF CUSTOMERS OR USERS IN THEIR CAPACITIES AS EMPLOYERS, EMPLOYEES OR PROSPECTIVE EMPLOYEES, INCLUDING, WITHOUT LIMITATION, DETERMINATIONS RELATED TO COMPENSATION, PERFORMANCE, PERFORMANCE REVIEW, SKILLS TRAINING AND THE LIKE; OR (12) ANY FAILURE BY CUSTOMERS, USERS OR THIRD PARTIES TO FOLLOW OR COMPLY WITH INSTRUCTIONS OR PROCEDURES PROVIDED BY HEALTHCARESOURCE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS.

IN NO EVENT SHALL ANY OF THE PROTECTED ENTITIES BE LIABLE FOR OR IN CONNECTION WITH ANY SUBMITTED MATERIALS OR OTHER CONTENT POSTED, TRANSMITTED, EXCHANGED OR RECEIVED BY OR ON BEHALF OF ANY USER OR OTHER PERSON ON OR THROUGH THE SITE.

IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE PROTECTED ENTITIES TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (UPON ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THE TERMS AND CONDITIONS OR THE SITE OR SERVICES EXCEED, IN THE AGGREGATE, THE AMOUNT, IF ANY, PAID BY YOU TO HEALTHCARESOURCE IN THE PREVIOUS TWELVE (12) MONTHS FOR THE SERVICES TO WHICH THE CLAIM OR CAUSE OF ACTION RELATES.

NO CAUSE OF ACTION WHICH ACCRUED MORE THAN ONE (1) YEAR PRIOR TO THE FILING OF A SUIT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED AGAINST HEALTHCARESOURCE.

HEALTHCARESOURCE RESERVES THE RIGHT TO SEEK ALL REMEDIES AVAILABLE HEREUNDER, AT LAW AND IN EQUITY, FOR VIOLATIONS OF THESE TERMS AND CONDITIONS OR OTHERWISE IN CONNECTION WITH YOUR USE OF

THE SITE OR SERVICES, INCLUDING BUT NOT LIMITED TO THE RIGHT TO BLOCK ACCESS FROM A PARTICULAR INTERNET ADDRESS TO THE SITE.

14. Indemnification: You agree to defend, indemnify and hold HealthcareSource and its directors, officers, employees, contractors, agents, affiliates and other partners harmless from any and all claims, demands, actions, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from, out of or in connection with (a) your access to or use of the Site or use or receipt of the Services (including any use by your employees or agents and all uses of your user names and passwords, whether or not actually or expressly authorized by you, in connection with the Site or any Services), (b) your placement or transmission of any message, content, information, software or other materials through the Site (including, without limitation, Submitted Materials), (c) your connection to the Site, (d) your access to or use of Linked Sites and your connections thereto, (e) your infringement of any third party's intellectual property or other proprietary rights, or (f) your actual or alleged breach or violation of any law, rule or regulation or of these Terms and Conditions.

15. Applicable Laws: This Site can be accessed from countries around the world and may contain references to HealthcareSource products, services and programs that are not available in your country. These references do not imply that HealthcareSource intends to announce such products, services or programs in your country. We control and operate the Site from our offices in the United States of America. We do not represent that materials on the Site are appropriate or available for use in other locations outside the United States, and access to the Site from territories where the Site or Services are illegal is prohibited. Persons who choose to access the Site from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

16. Force Majeure: HealthcareSource shall not be liable to you for any delay or failure to perform any of the Services or perform any other obligations due to causes beyond its reasonable control, including, without limitation, acts of God, fire, storm, flood, drought, epidemic, failure or default of public utilities or common carriers, accidents, earthquakes, acts of the public enemy, war, civil commotion, terrorism, rebellion, insurrection, riot, invasion, labor disturbances, strike or lockout. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay. Without limiting the foregoing, HealthcareSource's time of performance shall be lengthened, if and to the extent reasonably necessary, in the event that you fail to provide information or materials as requested by HealthcareSource on a timely basis.

17. Modifications to the Site: We reserve the right, for any reason, in our sole discretion, to terminate, change, suspend or discontinue any aspect of the Site or Services offered via the Site, including, but not limited to, content, features or hours of availability. We may also impose limits on certain features of the Site or restrict your access to part or all of the Site without notice or penalty. HealthcareSource reserves the right to temporarily or permanently terminate your registration on the Site for any or no reason without prior notice.

18. Notices: Any legal notice required or permitted under these Terms and Conditions shall be in writing and shall be deemed to have been duly given upon receipt or rejection. Any such notice or communication shall be delivered or directed: (a) if to you, to the e-mail or postal address provided by you upon registering on the Site, or another e-mail or postal address later provided

by you to HealthcareSource via the “My Profile” page, or some page of similar nature, in your account on the Site and (b) if to HealthcareSource, to:

HealthcareSource HR, Inc.
100 Sylvan Road, Suite 100
Woburn, MA 01801

19. Payments: Paying customers will make any applicable payments for Services in accordance with their respective Customer Agreements. In the event HealthcareSource makes payment for any Service available through the Site, the applicable payment procedures will be provided to you. In such an event, the following terms shall apply. If you have provided HealthcareSource with your credit or debit card for payment, all charges that you incur for access to and use of the Services will be applied to the credit or debit card number you provide to us. You are responsible for providing and updating all credit or debit card information required for HealthcareSource to apply valid charges to the card. HealthcareSource may take commercially reasonable actions to validate your credit or debit card. If payment is not received by us from your credit or debit card issuer or its agents, you agree to pay all amounts due upon demand by us. If you fail to pay any amount payable hereunder when due, you agree to pay, in addition to any amount past due, interest accrued thereon, and all reasonable expenses incurred by HealthcareSource in enforcing these Terms and Conditions, including, but not limited to, all expenses of any legal proceeding related thereto and all reasonable attorneys’ fees incurred in connection therewith.

Notwithstanding anything to the contrary contained herein, in the event you have not paid any invoice amount by its due date, or should your credit or debit card number expire, or should HealthcareSource otherwise be unable to apply valid charges to the card number, HealthcareSource, at its sole option and without any liability to you or any third party hereunder, shall have the right to suspend all Services until such time as all unpaid amounts have been paid. All payments are non-refundable, except as otherwise expressly provided herein.

20. Miscellaneous: The Terms and Conditions, all matters relating to your access to or use of the Site, and the relationship between you and us shall be governed by the laws of the Commonwealth of Massachusetts, without regard to its conflict of law provisions. You agree that any cause of action that may arise under the Terms and Conditions shall be commenced and be heard in the appropriate court in the Commonwealth of Massachusetts, County of Middlesex. You agree to submit to the personal and exclusive jurisdiction of the courts located within Middlesex County in the Commonwealth of Massachusetts. Our failure to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, the parties nevertheless agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision, and the other provisions of the Terms and Conditions shall remain in full force and effect. You shall not have the right to assign this agreement, or your rights or obligations hereunder without the prior written consent of HealthcareSource. These Terms and Conditions constitute the entire agreement between HealthcareSource and you and other users of the Site with respect to the subject matter hereof and there are no representations, understandings or agreements relative hereto which are not fully expressed herein. The section titles used in the Terms and Conditions are purely for convenience and carry with them no legal or contractual effect.

21. Questions: If you have any questions, comments or concerns about these Terms and Conditions, the Site or the Services, please contact us at solutions@healthcaresource.com.

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Template: /Users/kcavoli/Library/Group Containers/UBF8T346G9.Office/User
Content.localized/Templates.localized/Normal.dotm
Title:
Subject:
Author: Imran Haque
Keywords:
Comments:
Creation Date: 5/30/17 1:29:00 PM
Change Number: 2
Last Saved On: 5/30/17 1:29:00 PM
Last Saved By: Kristin Cavoli
Total Editing Time: 1 Minute
Last Printed On: 5/30/17 1:29:00 PM
As of Last Complete Printing
Number of Pages: 12
Number of Words: 5,892 (approx.)
Number of Characters: 31,232 (approx.)