

HUMAN CAPITAL SELECT, LLC DBA HEALTHCARE SELECT
WEBSITE TERMS OF USE
(Rev. May 11, 2017)

Welcome to the websites of Human Capital Select, LLC dba Healthcare Select (“HC Select”). These Website Terms of Use (the “Terms”) apply to all websites, portals or pages owned or operated by HC Select, including those accessible through the domains and subdomains: <www.hcselect.com> or <client.hcselect.com> (collectively, the “HC Select Sites”). Please read the Terms carefully prior to accessing and using the HC Select Sites.

1. **GENERAL USES AND RESTRICTIONS.** By accessing and using the HC Select Sites, you agree on your behalf and on behalf of any entity or person on whose behalf you are accessing the HC Select Sites (collectively, “You”) to abide by the Terms. HC Select permits You to use and access the HC Select Sites for lawful purposes only and only in a manner consistent with the Terms. Your agreement to the Terms is a condition of Your being granted access to and use of the HC Select Sites. If You do not agree with the Terms, You may not access the HC Select Sites and must exit the HC Select Sites immediately. The Terms apply to all visits and use of the HC Select Sites, as well as to the content, information, recommendations or services provided or transmitted on or through the HC Select Sites. By using and accessing the HC Select Sites, You represent that You are at least 18 years of age, have the authority to enter these Terms on Your own behalf and on behalf of the organization or entity on whose behalf You are using or accessing the HC Select Sites, and all information provided by You, including, but not limited to Your identity, contact information, experience, qualifications, available positions, and facility details, is accurate and current. You shall be responsible for any violation by You, Your agents or Your employees of the Terms.
2. **RESTRICTED SITES; REGISTERED USERS.** HC Select has restricted access to certain portions of the HC Select Sites, including its client and vendor portal at client.hcselect.com (collectively the “Restricted Sites”), to users with legitimate HC Select-related business reasons for using such Restricted Sites who have registered with HC Select or to whom HC Select has otherwise provided an account, user name or password (the “Registered Users”). You agree that the entirety of the Restricted Sites, including, but not limited to their design, source code, databases, content, and data or materials stored on, generated by, created using, or transmitted through them shall be considered Confidential Information, as defined below. You agree that Your use of and access to the Restricted Sites shall be limited only to the extent such access and use directly relates to or is necessary for an existing or prospective employment relationship with HC Select or an existing or prospective business relationship or agreement between You and HC Select (the “Permitted Uses”).

You agree any user name or password issued to You by HC Select is Confidential Information, as defined below. You agree not to use another Registered User’s user name and password nor to allow any other person, other than Your employees or agents, to use the user name or password issued to You. You are solely responsible for all activity conducted using Your user name or password. You will immediately notify HC Select if You become aware of any loss or theft of Your user name or password or any unauthorized use of Your user name and password. HC Select is not be liable for any loss or damage arising from your failure to comply with these obligations. HC Select reserves the right to delete or change a user name or password at any time and for any reason. You shall be responsible for notifying HC Select if Your relationship with any employee or agent who had access to the Restricted Sites is severed so passwords may be updated or accounts disabled as appropriate in HC Select’s sole discretion.

3. **CONFIDENTIAL INFORMATION.** When accessing or using the Restricted Sites, you may be able to upload, download, receive, transmit, view, create, enter, access, post, share, display, or otherwise use or access information, documents, or other material that is confidential in nature (collectively “Confidential Information”). Confidential Information includes, but is not limited to: (i) marketing, job orders, personal identifying information, and other information relating to HC Select’s business, customers, agents, employees, or subcontractors or (ii) private or sensitive information relating to healthcare professionals and other workers provided by HC Select, its affiliates, agents, or subcontractors, such as personnel, medical, financial, credentialing, or other compliance documentation or records. You agree to only use Confidential Information for lawful, Permitted Uses or as otherwise permitted by law. You agree to limit access to Confidential Information to only those employees or agents of Yours who reasonably require access to such information for the Permitted Uses. If You provide any Confidential Information to Your employees or agents, You shall require all such employees or agents abide by these Terms as well as any applicable laws or agreements relating such information. You shall take all necessary precautions to protect the confidential nature of the Confidential Information, including, without limitation, all precautions You use with respect to Your own confidential information.

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In the event You or any of Your representatives are requested or required by any government or governmental agency or authority (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, any informal or formal investigation by any government or governmental agency or authority or otherwise) to disclose any of the Confidential Information, You will notify HC Select promptly in writing so that HC Select may at seek a protective order or other appropriate remedy or, in HC Select's sole discretion, waive compliance with the confidentiality terms. You agree not to oppose any action by HC Select to obtain a protective order or other appropriate remedy. In the event that no protective order or other remedy is obtained or HC Select waives compliance with the terms of this Agreement, You agree to furnish only that portion of the Confidential Information, which You are advised is legally required.

If You discover or are notified of a breach or potential breach of security with respect to any Confidential Information provided or made available by HC Select, You shall immediately: (i) notify HC Select of such breach or such potential breach as the address specified below, (ii) immediately investigate such breach or such potential breach and inform HC Select of the results of such investigation, and (iii) assist HC Select as reasonably necessary to enforce HC Select's rights and to enable HC Select to comply with any state or federal law requiring the provision of notice of any security breach with respect to the breach.

Notwithstanding any other provision of this Agreement, Confidential Information shall not include any information, data, material, document, patent or idea, which: (i) is within the public domain prior to the time of disclosure or thereafter becomes within the public domain other than as a result of disclosure by You or Your representatives in violation of this Agreement; (ii) was, on or before the date of disclosure in Your possession, as shown by You, unless it was acquired by You from a third party who was under an obligation of confidentiality to HC Select; (iii) is acquired by You from a third party not under an obligation of confidentiality to HC Select; or (iv) was independently developed by the You without the use of Confidential Information or other breach of these Terms.

4. **HC SELECT'S RETENTION OF PROPRIETARY RIGHTS.** HC Select hereby grants You with the limited and revocable license to access and use the HC Select Sites in accordance with these Terms. You expressly acknowledge and agree that HC Select transfers no ownership, intellectual property interest, or title in or to the HC Select Sites, the Confidential Information, or any information or data contained therein to You or anyone else. All text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through the HC Select Sites, unless otherwise indicated, are owned, controlled, or licensed by HC Select. You may not copy, store, reproduce, transmit, distribute, display, rent, lease, sell, modify, alter, license, sublicense, or commercially exploit the HC Select Sites, HC Select's name, HC Select's logo, HC Select's marks, or any other data or information provided on or through the HC Select Sites in any manner or use the HC Select Sites in any manner not expressly permitted by the Terms.

The HC Select Sites are Copyright © 2015, 2016 Human Capital Select, LLC dba Healthcare Select. All rights reserved. Your unauthorized use of the HC Select Sites, Confidential Information, HC Select logos, names, or marks, or any other information or data contained therein may violate intellectual property or other proprietary rights laws as well as other laws, regulations, and statutes.

5. **COMPLIANCE WITH APPLICABLE LAWS.** You agree to abide by all applicable local, state, national, and international laws and regulations with respect to Your use of the HC Select Sites or any Confidential or other information obtained using the HC Select Sites. The Terms are also subject to any applicable export laws, orders, restrictions, or regulations. You shall not export the HC Select Sites or access or use thereto without complying with such laws, orders, restrictions, or regulations
6. **PROHIBITED USES; YOUR TRANSMISSIONS.** You may not use the HC Select Sites to send, upload, share, email, post, publish, edit, modify, or otherwise transmit material or information, or use information obtained through the HC Select Sites, in any manner that: (i) violates any applicable law or regulations; (ii) is false or misleading; (iii) is defamatory, offensive, obscene, harassing, or discriminatory, including on any basis protected by applicable federal, state or local law; (iv) violates or infringes on the intellectual property or privacy rights of any other person, including but not limited to rights arising from copyrights, trademarks, patents, or a person's likeness; (v) constitutes unsolicited marketing efforts, including "junk email" "spam" or chain letters'; (vi) interferes with or disrupts the performance of the HC Select Sites or servers or systems used to host or operate the HC Select Sites, or of HC Select, or of other users of the HC Select

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Sites; or (vii) attempts to circumvent or misuse the user authentication or security measures of the HC Select Sites.

By sending, uploading, sharing, emailing, posting, publishing, editing, modifying, or otherwise transmitting content to the HC Select Sites or submitting any content to or through the HC Select Sites or to HC Select relating to the HC Select Sites (including, documentation, feedback), you automatically grant (or warrant that the owner of such rights has expressly granted), HC Select a worldwide, perpetual, royalty-free, irrevocable, nonexclusive right and license to use, reproduce, modify, adapt, publish, transmit and distribute such content on in any form, medium, or technology now known or later developed, including, but not limited to, the HC Select Sites. In addition, You warrant that all so-called moral rights in the content have been waived. HC Select assumes no responsibility for the deletion of or failure to store any posting, transmission, documents or information stored or submitted on the HC Select Sites. Notwithstanding the foregoing, or section 14(h) below, this section is not intended to and does not supersede any applicable laws or separate written agreements between You and HC Select that are signed by the CEO of HC Select, to the extent such laws or agreements restrict or govern HC Select's use of confidential information provided by You to HC Select as part of a business transaction.

HC Select is not responsible for screening, policing, editing, or monitoring Your or another Registered User's transmissions, submissions, and postings. Accordingly, HC Select encourages its Registered Users to use reasonable discretion and caution in submitting or reviewing any transmission or posting. Moreover, HC Select does not make any representation with respect to, nor does it endorse the accuracy, completeness, timeliness, or reliability of any advice, opinion, statement, or other material displayed, uploaded, or distributed by You or any other Registered User. Nevertheless, HC Select reserves the right to delete or take other action with respect to transmissions or postings (or parts thereof) that HC Select believes in good faith violate the Terms and/or are, or are potentially, unlawful or harmful to HC Select or its products, services, and goodwill.

7. **PRIVACY POLICY.** Your use of the HC Select Sites may be monitored, including to monitor usage levels, collect data and information, and to ensure compliance with applicable laws and agreements. Accordingly, if You access the HC Select Sites you acknowledge and consent to HC Select's monitoring, collection and use practices. Please see HC Select's Privacy Policy for a summary of its practices in this regard.
8. **ALLEGED COPYRIGHT VIOLATIONS.** It is the policy of HC Select to take appropriate actions under the Digital Millennium Copyright Act under U.S. Copyright Law and other applicable intellectual property laws. If you become aware of transmissions or postings that violate these rules or believe your copyrighted work has been inappropriately use or made accessible through the HC Select Sites, please notify HC Select in writing, as provided below.
9. **LINKS TO OTHER SITES.** HC Select may provide links, in its sole discretion, to other sites on the World Wide Web for your convenience in locating or accessing related information, products, and services. These sites have not necessarily been reviewed by HC Select and are maintained by third parties over which HC Select exercises no control. Accordingly, HC Select expressly disclaims any responsibility for the content, the materials, the accuracy of the information, and/or the quality of the products or services provided by, available through, or advertised on these third-party Web sites. Moreover, these links do not imply an endorsement with respect to any third party or any Web site or the products or services provided by any third party.
10. **DISCLAIMER.** THE HC SELECT SITES AND ALL INFORMATION, SERVICES, PROGRAMS, SOFTWARE, AND MATERIALS AVAILABLE ON OR THROUGH THE HC SELECT SITES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND MAY INCLUDE ERRORS, OMISSIONS, OR OTHER INACCURACIES. HC SELECT MAY MAKE MODIFICATIONS AND/OR CHANGES IN THE HC SELECT SITES OR IN THE INFORMATION, SERVICES, PROGRAMS, SOFTWARE, AND MATERIALS AVAILABLE ON THE HC SELECT SITES AT ANY TIME AND FOR ANY REASON. YOU ASSUME THE SOLE RISK OF MAKING USE AND/OR RELYING ON THE INFORMATION, SERVICES, PROGRAMS, AND MATERIALS AVAILABLE ON THE HC SELECT SITES. HC SELECT MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE RESULTS THAT CAN BE ACHIEVED FROM OR THE SUITABILITY, COMPLETENESS, TIMELINESS, RELIABILITY, LEGALITY, OR ACCURACY OF THE INFORMATION, SERVICES, PROGRAMS, AND MATERIALS AVAILABLE ON THE HC SELECT SITES FOR ANY PURPOSE. HC SELECT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OR ANY OTHER IMPLIED WARRANTY

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INCLUDING, BUT NOT LIMITED ANY IMPLIED WARRANTIES UNDER THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT AS ENACTED BY ANY STATE. HC SELECT ALSO MAKES NO REPRESENTATION OR WARRANTY THAT THE HC SELECT SITES WILL OPERATE ERROR FREE OR IN AN UNINTERRUPTED FASHION OR THAT ANY FILES OR INFORMATION THAT YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY DEFECT IN OR DISSATISFACTION WITH THE HC SELECT SITES OR ANY INFORMATION THEREIN IS TO CEASE USE OF THE HC SELECT SITES.

MOREOVER, IN NO EVENT SHALL HC SELECT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE USE OF OR ACCESS TO THE HC SELECT SITES OR WITH THE DELAY OR INABILITY TO USE THE HC SELECT SITES WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF HC SELECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY.

NOTWITHSTANDING THE FOREGOING, TOTAL LIABILITY OF HC SELECT FOR ANY REASON WHATSOEVER RELATED TO YOUR USE OF OR ACCESS TO THE HC SELECT SITES AND ALL INFORMATION AND SERVICES THEREIN, OR WITH THE DELAY OR INABILITY TO USE THE HC SELECT SITES, INFORMATION OR SERVICES THEREIN SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY/TO YOU TO/FROM HC SELECT IN CONNECTION WITH THE SUBJECT MATTER OF THE PARTICULAR DISPUTE DURING THE THREE MONTHS PRIOR TO THE ACT GIVING RISE TO THE DISPUTE.

11. **INDEMNIFICATION.** You agree to defend, indemnify, and hold harmless HC Select, its affiliates, officers, directors, employees, agents, licensors, clients, subcontractors, and harmless from and against any and all claims, damages, losses, liabilities, costs, and expenses (including attorneys' fees) relating to or arising from: (i) Your use of the HC Select Sites, (ii) Your violation of the Terms; (iii) Your violation of any third party rights relating to or arising out of Your use of the HC Select Sites, or (iv) Your violation of any law or regulation relating to or arising out of Your use or access to the HC Select Site.
12. **TERM AND TERMINATION.** The Terms shall take effect immediately upon: Your access to or use of the HC Select Sites after the Terms are posted, or if you have executed a separate agreement incorporating or referencing these Terms, the effective date of such agreement. The HC Select Sites are provided as a convenience to assist HC Select in conducting its business. HC Select reserves the right to modify, change, or disable the HC Select Sites or Your use of or access to the HC Select sites, at any time with or without notice. HC Select shall not be liable for damages in connection with such terminations, disabling, modifications, or changes.

In addition, HC Select reserves the right to modify or terminate the Terms and Privacy Policy at any time upon reasonable notice to You. You agree that HC Select may provide reasonable notice of such modifications by posting the new or modified terms (the "Modified Terms") on the HC Select Sites and specifying an effective date that is at least 10 days after the date the Modified Terms are initially posted. You agree that if You continue to use the HC Select Sites without written objection to HC Select after the effective date of the Modified Terms, You shall be considered to have accepted the Modified Terms as of the effective date stated therein. Such Modified Terms shall apply prospectively only; in the event of termination or Modified Terms becoming effective, these Terms shall survive as they relate to any pre-termination or pre-modification use, access, actions, or omissions, unless otherwise agreed to by the parties.

You may terminate the Terms at any time by ceasing to use the HC Select Sites, and if You are a Registered User, by notifying HC Select of your desire to terminate Your account. Upon termination, You must destroy all copies of Confidential Information in your possession, custody or control, except that You may be permitted to obtain a copy of certain Confidential Information to the extent permitted in writing by HC Select or where You are legally required to retain such records.

13. **NOTICES.** All notices, requests, demands or other communications to HC Select required under this Agreement shall be made in writing and shall be deemed to have been duly given on the second day after mailing if mailed to the address below by certified mail, postage prepaid or via overnight carrier with delivery confirmation, and properly addressed to:

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Human Capital Select, LLC dba Healthcare Select
Attn: Legal Department
5930 Cornerstone Court West, Suite 300
San Diego, CA 92121

HC Select may provide notice to You by posting on the HC Select Sites or otherwise contacting You at any last known email or mailing address.

14. MISCELLANEOUS.

- a. The Terms and any claims arising out of or relating to the Terms or Your use of the HC Select Sites shall be construed in accordance with and subject to the laws of the State of California, without reference to its conflict of law principles. You hereby consent to the exclusive personal jurisdiction in any state or federal court or arbitral forum located in San Diego, California. If any provision of this Agreement is held to be invalid, void or unenforceable, all other provisions shall remain valid and be enforced and construed as if such invalid provision were never a part of this Agreement. The parties hereto agree that this Agreement will be governed by and construed in accordance with the laws of the State of California without reference to its choice of law rules and as if wholly performed within the State of California. Unless otherwise provided herein, any dispute, controversy or claim arising out of or relating to this Agreement shall be submitted to binding arbitration before the office of Judicial Arbitration and Mediation Services ("JAMS") located in San Diego, California, as the exclusive remedy.
- b. You acknowledge that any breach, threatened or actual, of the Terms will cause irreparable injury to HC Select, such injury would not be quantifiable in monetary damages, and HC Select would not have an adequate remedy at law. You therefore agree that HC Select shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of the Terms. Accordingly, You hereby waive any requirement that HC Select post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to HC Select to enforce any provision of the Terms.
- c. You may not assign Your rights or obligations to any other person or entity without HC Select's prior written consent.
- d. No waiver, delay or failure by HC Select with respect to any right or provision under the Terms shall be deemed a waiver of any other provision, or constitute a continuing waiver.
- e. If any provision (or part thereof) contained in the Terms is determined to be void, invalid, or otherwise unenforceable by a court of competent jurisdiction or on account of a conflict with an applicable government regulation, such determination shall not affect the remaining provisions (or parts thereof) contained herein and the illegal, invalid, or unenforceable clause shall be modified in compliance with applicable law in a manner that most closely matches the intent of the original language.
- f. No joint venture, partnership, employment, or agency relationship exists between you and HC Select as result of the Terms or your utilization of the HC Select Sites.
- g. The heading the Terms are for convenience of reference only and are not to be considered in construing this Agreement.
- h. The Terms represent the entire agreement between You and HC Select with respect to use of the HC Select Sites, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and HC Select that govern Your use of or access to the HC Select Sites. No amendments to this Agreement may be made except by a written agreement signed by both the parties. However, in the event You are or were an employee of HC Select, the terms of any employment policies or written agreements signed with the requisite authority from HC Select's CEO relating to Your employment with HC Select (including any arbitration agreements) shall control to the extent deemed inconsistent with the Terms.