

Please read this Terms of Service Agreement (“**TOS Agreement**”) carefully.

This TOS Agreement between ADDVOW LLC., a Texas corporation, (“**ADDVOW**”, “**we**”, “**us**”, or “**our**”) and the user (“**you**” or “**User**”) govern the use of: (i) our website, <https://ADDVOW.com/> (the “**Website**”); (ii) the services and resources available or enabled via our Website (the “**Services**”); and (iii) all content, including, designs, graphics, text, illustrations, icons, multimedia, and other material that you see or read, and all related code (collectively, “**Our Content**”). Collectively the Website, Services, and Our Content are “**ADDVOW.**”

This TOS Agreement applies to all users visiting, accessing, or using ADDVOW. By clicking the “I accept” button, completing the registration process, or browsing our Website, you represent that: (1) you have read, understand, and agree to be bound by this TOS Agreement, (2) you are of legal age to form a binding contract with ADDVOW, and (3) you have the authority to enter into the TOS Agreement personally or on behalf of the company (e.g. a Medical Facility) you named as the User, and to bind that company to the TOS Agreement. For clarity, the term “you” refers to the individual or legal entity, as applicable, identified as the User when you registered on the Website.

IF YOU DO NOT AGREE TO BE BOUND BY THIS TOS AGREEMENT, YOU MAY NOT ACCESS OR USE ADDVOW.

ADDVOW DOES NOT EMPLOY, RECOMMEND, ENDORSE, OR GUARANTEE ANY PROFESSIONALS OR MEDICAL FACILITIES (AS DEFINED IN SECTION 2 (ADDVOW IS A VENUE)). ADDVOW IS A VENUE FOR USERS TO CONNECT ONLINE. EACH USER IS SOLELY RESPONSIBLE FOR INTERACTING WITH AND SELECTING ANOTHER USER, CONDUCTING ALL NECESSARY DUE DILIGENCE, AND COMPLYING WITH ALL APPLICABLE LAWS.

THE ARBITRATION AGREEMENT IN SECTION 17 (ARBITRATION) OF THIS TOS AGREEMENT CONTAINS PROVISIONS GOVERNING HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED. IN PARTICULAR, THE ARBITRATION AGREEMENT WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.

ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO YOUR USE OF ADDVOW WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF TEXAS, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED FROM THIS TOS AGREEMENT.

Your use of, and participation in, certain Services may be subject to additional terms (“**Supplemental Terms**”). Such Supplemental Terms will either be listed in this TOS Agreement or will be presented to you for your acceptance when you sign up to use the supplemental Service. If the TOS Agreement is inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service. This TOS Agreement and any applicable Supplemental Terms are referred to herein as the “**Agreement.**”

Except as provided in sections 17.8 and 19.7, this Agreement is subject to change by us in our sole discretion at any time, such changes will not apply to arbitrations pending at the time the change is made. Please regularly check our Website to view the then-current Agreement. When we make changes, we will make a new copy of the TOS Agreement available on the Website, make any new Supplemental Terms available on the affected Services on the Website, and update the 'Last Revised' date at the top of this TOS Agreement. Any changes to the Agreement will be effective immediately for new users of ADDVOW and will be effective thirty (30) days after posting notice of such changes on our Website for existing Users (defined in Section 2 (ADDVOW is a Venue)). We may require you to provide consent to the updated Agreement in a specified manner before we permit further use of ADDVOW. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using ADDVOW. Otherwise, your continued use of any of ADDVOW constitutes your acceptance of such change(s).

1. Questions & Concerns

If you have questions, complaints, or claims with respect to LaunchPad, please contact us at the contact information below. We will do our best to address your concerns. If you feel your concerns were not addressed completely, we invite you to let us know for further investigation.

Mail:

ADDVOW, LLC.

Attn: Support

PO Box 721

797 Sam Bass Road

Round Rock, Texas

Email: admin@ADDVOW.com

2. ADDVOW is a Venue

ADDVOW provides an online venue that connect users who are independent third-party providers of medical services (e.g. nurses and medical technicians) and are willing to fill short-term staffing positions ("Professionals") with users who are independent third-parties that seek to contract with such Professionals for short-term staffing positions ("Medical Facilities"). Each Medical Facility's request for Professional Services that is submitted on ADDVOW is hereinafter referred to as a "Request." For each Request, the Professional who accepted the Request shall perform, for the duration of the short-term staffing position, the medical services that the Medical Facility entered in its Request ("Professional Services"). Collectively, Professionals and Medical Facilities are our "Users."

2.1 Staffing Requests. Each Request will be for one Professional (i.e. to retain two Professionals, two Requests must be submitted). Each Request must contain the nature and type of Professional Services required from the Professional (e.g. I need a medical technician for a heart surgery), including, for example, a description of the needed services, the start and end time of the position, the location where the Professional Services must be performed, whether the Request is for an independent contractor or

temporary employee, and other information that may be necessary to complete the Request. Each Request that a Professional has accepted and has fully performed to the satisfaction of the Medical Facility is hereinafter referred to as a “Completed Request.” Each Request for Professional Services that occurs on a recurring or regular basis (e.g. every day or certain days every week) is hereinafter referred to as a “Recurring Request.”

2.2 Only a Venue. We only offer a method for Medical Facilities and Professionals to communicate and contract with one another, and a medium to exchange money between Professionals and Medical Facilities. You acknowledge and agree that by submitting or accepting a Request, you enter into an agreement directly with another User. You acknowledge and agree that ADDVOW is not a party to such agreements. We disclaim all liability arising from or related to any such agreements between Medical Facilities and Professionals except as related to our obligation to process payments pursuant to the Agreement.

ADDVOW does not:

- Provide or Request Professional Services,
- Have or take any responsibility or liability for any Professional Services provided to Medical Facilities by Professionals,
- Take part in the interactions between Users,
- Provide training, equipment, materials, or supervision to Professionals;
- Have control over the manner, means, quality, timing, legality, or failure to provide Professional Services or any aspect whatsoever of any feedback or ratings provided by Users; or
- Have control over the integrity, responsibility, or any actions of any Users.

2.3 Worker Classification. Medical Facilities are responsible for making their own decision regarding Professionals that they engage for Professional Services. Medical Facilities assume all liability for proper classification of Professionals as independent contractors or employees based on applicable legal guidelines. ADDVOW does not have authority to enter into written or oral—whether implied or express—contracts on behalf of the Medical Facility. ADDVOW does not, in any way, supervise, direct or control the Professionals’ work or services performed in any manner. ADDVOW does not set the Professional’s work hours and location of work, nor is ADDVOW involved in determining the type or manner of compensation to be paid for any Request. ADDVOW will not provide Professionals with training or any equipment, tools, labor or materials needed for a particular Request. ADDVOW will not deduct any amount for withholding, unemployment, social security, or other taxes as it would in the case of an employee. Users will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state, or local tax authority, in any state, with respect to the Professionals’ performance of the Professional Services. For contracts classified as independent contractor relationships, Medical Facilities may not require an exclusive relationship between the Professional and the Medical Facility. A Professional classified as an independent contractor is free at all times to perform Requests, be employed by or otherwise engage with persons or businesses other than the Medical Facility, including any competitor of the Medical Facility. For contracts classified as employer-employee relationships, Medical Facilities will manage the Request through ADDVOW’s payrolling program, where the Professional becomes an hourly employee of ADDVOW’s staffing affiliate the Medical Facility and the Professional enters into appropriate additional agreements. Any disputes related to the Professional Services must be resolved directly between Professionals and Medical Facilities.

3. Ownership

3.1 You agree that ADDVOW and its affiliates, parents, subsidiaries, officers, employees, agents (“Affiliates”), licensors, partners, and service providers (“Suppliers”) own all rights, title, and interest in ADDVOW (including the computer code, artwork, animations, methods of operation, moral rights, documentation, and features and functionality of our Website and software). ADDVOW, its Affiliates, and Suppliers also reserve all rights not granted in the Agreement.

3.2 Copyright & Trademark. ADDVOW is protected by copyright and other intellectual property laws throughout the world and all related graphics and logos on or in connection with ADDVOW (the “ADDVOW Marks”) are our trademarks and may not be used in connection with any third-party services or products without our prior written permission. Any other trademarks, service marks, and trade names that appear on ADDVOW are the property of their respective owners.

3.3 Open Source Software. Portions ADDVOW may include software that is subject to various “open source” or “free” licenses (“Open Source Software”). Open Source Software is subject to the terms and conditions imposed by the licensors of that Open Source Software (“Open Source Terms”). You agree that your use of Open Source Software is subject to and governed by the applicable Open Source Terms. To the extent of any conflict between any Open Source Terms and the Agreement, the Open Source Terms shall prevail in connection with the related Open Source Software. Notwithstanding anything to the contrary herein, we do not make any warranty with respect to Open Source Software.

3.4 Your Content & License. All content that you upload, post, transmit, or otherwise make available (“Make Available”) through ADDVOW is hereinafter referred to as “Your Content.” We do not claim ownership of Your Content. You hereby grant to ADDVOW a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right (including any moral rights) and license to: (i) use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display Your Content that is submitted to ADDVOW. You warrant that the holder of any worldwide intellectual property rights, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not ADDVOW, are responsible for all of Your Content that you Make Available on ADDVOW.

3.5 Other User Content. Except with respect to Your Content, you agree that you have no right or title in or to any content that appears on ADDVOW.

3.6 Feedback. You agree that submission of any ideas, suggestions, comments, and proposals to us (“Feedback”) is at your own risk and that we have no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit Feedback. You hereby grant to ADDVOW a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner all Feedback, and to sublicense the foregoing rights, in connection with the operation, maintenance, and enhancement of ADDVOW.

4. Using ADDVOW

4.1 License. Subject to your compliance with the Agreement, we hereby grant you a limited, revocable, non-exclusive, non-transferable, non-assignable (except pursuant to Section 19.2 (Assignment)) license to access, browse, and view any of ADDVOW made available to our Users, and to reproduce portions of ADDVOW available to Users for the sole purpose of using the Services for your personal and internal business purposes.

4.2 Responsibility for Content. All Users of ADDVOW, including you, are responsible for content those Users Make Available through ADDVOW (“User Content”).

4.3 No Obligation to Pre-Screen Content. You acknowledge and agree that we have no obligation to pre-screen any content, including User Content, although we reserve the right, in our sole discretion, to pre-screen, refuse, and remove any User Content. You hereby provide your irrevocable consent to such monitoring, and you acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content. In the event that we pre-screen, refuse, or remove any User Content, you acknowledge that we do so for our benefit, not yours.

4.4 Exercise Caution. When interacting with other Users, you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other persons whom you don’t know. You are solely responsible for your interactions with other Users of ADDVOW. We nor our Affiliates or third party providers are responsible for the conduct, whether online or offline, of any User of our Services.

4.5 Electronic Communications. You and ADDVOW use electronic means to communicate, whether you use the Services or send us emails, or whether ADDVOW posts notices on the Services or communicates with you via email, phone or text. For contractual purposes, you: (a) consent to receive communications, including notifications, from ADDVOW in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that ADDVOW provides to you electronically satisfy any legal requirement that such communications would satisfy if they were in a hardcopy writing. The foregoing does not affect your non-waivable rights.

4.6 Updates. You understand that ADDVOW is evolving. As a result, you acknowledge and agree that we may update ADDVOW with or without notifying you. You may need to update third-party software from time to time in order to use ADDVOW.

4.7 Services May Vary. You acknowledge and agree that the selection and availability of our Services may vary from device to device (because of technical limitations), and user-to-user.

4.8 Certain Restrictions. The rights granted to you in the Agreement are subject to the following restrictions:

- You shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit ADDVOW or any portion of ADDVOW, including the Website;
- Except as expressly stated herein, you shall not copy, modify, reproduce, distribute, republish, download, display, post, repost, or transmit, in any forms or by any means, any part of ADDVOW;
- You shall not remove or destroy any copyright, trademark, service mark, or other proprietary rights notices or markings contained on or in ADDVOW;
- You shall not frame or use framing techniques to enclose any of ADDVOW, including any trademark, logo, images, text, or page layout;
- You shall not use any metatags or other “hidden text” using ADDVOW marks;
- You shall not modify, translate, adapt, merge, or make derivative works of any part of ADDVOW; and
- You shall not use any manual or automated software, devices or other processes (including spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the

sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials).

Any future release, update or other addition to ADDVOW shall be subject to the Agreement. Any unauthorized use of ADDVOW terminates the licenses granted by ADDVOW within the Agreement.

5. Registration

To access our Services, you must be a User who has a registered account on our Website ("Account"). Unregistered users (i.e. visitors) are only permitted to browse our Website in accordance with the Agreement, and may not access or use our Services.

5.1 Registration Process. A User who is a Professional, may create an Account by visiting <https://ADDVOW.com/>. There, you must enter the information requested, such as your first and last name, email address, and the geographic area where you are willing to perform Professional Services (e.g. Austin). Once you enter the requested information and click to "get started," we will direct you to our registration form, where you must enter more information about yourself, such as health-related information, license number, phone numbers, work history, and other information we request. Once you enter the requested information and agree to be bound by the Agreement, we will review your registration form and call you at the phone number you provided us in order to interview you before we permit you to create an Account. Once your Account has been approved, you will receive an email from us.

5.2 Registration Data. In registering an Account on our Website, you:

- Agree to provide true, accurate, current and complete information about yourself as prompted by the registration form (the "Registration Data"); and maintain and promptly update the Registration Data to keep it true, accurate, current, and complete;
- Represent that you are of legal age to form a binding contract; and not a person barred from using ADDVOW under the laws of the United States, your place of residence or any other applicable jurisdiction;
- Are responsible for all activities that occur under your Account;
- Agree that you shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of your Account;
- Agree not to share your Account or password with anyone, and you agree to notify us immediately of any unauthorized use of your password or any other breach of security;
- Agree not to create an Account using a false identity or information, or on behalf of someone other than yourself; and
- Agree not to create any Account or use ADDVOW if we have previously removed you, or we previously banned you from any of ADDVOW.

5.3 Inaccurate Information. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your Account and refuse any and all current or future use of ADDVOW (or any portion thereof).

5.4 Background Information on Professionals. ADDVOW works with third party partners to perform identity verification, sex offender registry checks, global watch list registry check, national criminal records check, county criminal records checks on Professionals and drug screenings, and we receive information from them such as publicly available information about a Professional's criminal history.

5.5 Primary Source Verification. ADDVOW works with third party partners or government entities to perform primary source verification on Professional's license/certification, and we receive information from them such as publicly available information about a Professional's license.

6. Fees and Payments

6.1 Types of Fees. Upon completion of a Request, the Medical Facility that made the Request will be charged: (1) a fee for the Professional's performance of the Professional Services ("Professional Fee"); and (2) a fee for use of our Services ("ADDVOW Fee"). Collectively, the Professional Fee and ADDVOW Fee are the "Fees." All Fees are in US dollars unless otherwise specified herein or on the Services.

6.2 Amount of Fees. The Medical Facility that submitted the Request will be charged the amount of Fees listed on ADDVOW (or if not listed on ADDVOW, the amount communicated to the Medical Facility by ADDVOW prior to submission of the Request). For a full list of our Fees please visit our "Fee Policy Schedule" page within your Account. Unless otherwise negotiated by the professional, ADDVOW calculates these Fees at the default pricing rates based on the local market rate for the type of service that the Professional is engaged to perform and based on input from the Professionals. After a Professional accepts a job, the pricing rate for that job cannot be adjusted. The Fees charged for each Request varies as follows:

- ADDVOW Fee. The ADDVOW Fee varies depending on the geographic location the Professional Services are to be performed and Professional Services described in the Request.
- Professional Fee. The Professional Fee for engaging a Professional as an independent contractor varies depending on the length of the engagement, the geographic location where the Professional Services are performed, and other factors, such as the Professional's experience and other negotiated terms. The Professional Fee for engaging a Professional as an employee will be determined based on the type of engagement and geographic location of the Professional.

6.3 Fees Subject to Change. You agree that we, in our sole discretion, may modify and increase the Fees at any time and for any reason. If we modify the Fees, the modified Fees will not apply to requests that were submitted prior to the modification.

6.4 Our Payment Processor. We use Chase Bank (Chase) as a third party service provider for payment services for independent contractor engagements, including to process Fees. For employee engagements, ADDVOW will process the payment through a third party vendor and will issue the payment as a paycheck. ADDVOW will store any Payment Provider Account information entered on ADDVOW and will charge such Payment Provider Accounts as outlined herein. By paying or receiving funds through ADDVOW you agree to be bound by the ADDVOW Services Agreement available at: **NEED SERVICES AGREEMENT**. If applicable, ADDVOW will report amounts paid to Professionals by filing Form 1099-NEC with the Internal Revenue Services, as required by law. For more information about the way we use and share your personal information with our third-party payment processor, please visit our Privacy Policy available at: <https://ADDVOW.com/privacy-policy>.

6.5 Cancellation. The Medical Facility may elect to cancel its request for Services at any time prior to the commencement of such Services. In the event of such cancellation we may charge a cancellation fee to the Medical Facility on your behalf.

6.6 No Circumvention.

A. Payment for Requests through ADDVOW. Our value rests in our thriving venue of Professionals and Medical Facilities. ADDVOW receives payment when a Medical Facility pays and a Professional receives that payment through the ADDVOW platform. For 24 months from the time a User identifies or is identified by any party through the platform (“Non-Circumvention Period”), unless you pay the Opt-Out Fee in Section 6.6(B), you agree to use the platform as the exclusive method to request, make and receive all payments for work directly or indirectly with that party or arising out of your relationship with that party (“ADDVOW Relationship”). It is a violation of the Agreement during the Non-Circumvention Period for a Professional to knowingly accept (a) a payment of Fees outside of the context of ADDVOW for a Request found on our platform; or (b) a Request with the intention of delegating the performance of the Professional Services to another health-care professional. YOU SHALL IMMEDIATELY NOTIFY US IF ANOTHER USER REQUESTS THAT PAYMENT BE MADE THROUGH CHANNELS OTHER THAN THOSE PROVIDED OR SPECIFIED BY ADDVOW.

B. Opting Out. Users may opt-out of the obligation in Section 6.6(A) with respect to each ADDVOW Relationship if the User pays ADDVOW an opt-out fee for each such relationship (“Opt-Out Fee”). The Opt-Out Fee is computed as follows: 20% of the anticipated annualized salary or wages for one year if the Medical Facility offers the Professional permanent employment or per-diem. ADDVOW, in its sole discretion, may determine whether a User violated Section 6.6(A). In the event a violation is identified, ADDVOW or its affiliates may (1) charge your Payment Provider the Opt-Out Fee (including interest), to the extent permitted by law, or may send you an invoice for the Opt-Out Fee (including interest), which the User shall pay within 30 days; (2) terminate your account and revoke your authorization to use the platform; and/or (3) charge you for all losses, costs and reasonable expenses (including reasonable attorney’s fees) related to investigating such breach and the collection of such fees.

To pay the Opt-Out Fee, you must request instructions by sending an email message to admin@ADDVOW.com.

7. Additional Terms for Professionals

For purposes of this Section 7, “you” refers only to Professionals (and no other Users). The following terms apply only to Professionals:

- In addition to receiving electronic communications from us as described in Section 4.5 (Electronic Communications), you consent to receiving text messages and phone calls from us at the phone number you provided us when you created an Account for the purpose of providing, and improving our Services to our Users. For example, we will notify you, through our third-party service provider, via a text-message and/or phone call, to notify you of the date, hours, and location(s) of the Request(s) you accepted, or of the recent Request(s) that may be of interest to you. You are solely responsible for any costs you incur when receiving text messages from us, including any carrier charges that apply for receiving such text messages.
- You acknowledge and agree that we do not and cannot guarantee that Medical Facilities will request your Professional Services, that any Medical Facility will engage you to perform Professional Services, or that a Request will not be canceled by the Medical Facility.
- You represent that you are duly licensed (as applicable) and have the experience, qualifications, and ability to perform each Request you accept. You further represent that you shall use your best efforts to perform the Professional Services for any Request you have accepted to the satisfaction of the Medical Facility that submitted that Request.
- You acknowledge and agree that you are not the agent or representative of ADDVOW and are not authorized to make any representation, contract or commitment on behalf of ADDVOW.

- You acknowledge and agree that we do not and cannot reimburse you for any expenses you incur as a result of your performance of Professional Services or for use of ADDVOW.
- YOU ACKNOWLEDGE AND AGREE THAT THERE IS NO EMPLOYMENT, PART-TIME EMPLOYMENT, CONSULTING, CONTRACTOR, PARTNERSHIP, OR JOINT VENTURE RELATIONSHIP WHATSOEVER BETWEEN YOU AND US. ADDVOW is not an employment service or agency and does not secure employment for you. You acknowledge and agree that you will not be entitled to, and hereby elect not to participate in (on either a prospective or retrospective basis), any of the benefits that ADDVOW makes available to its employees, such as group insurance, profit-sharing or retirement benefits (and waive any rights to receive any such benefits).

7.1 Professional Registration Data. In addition to the terms set forth in Section 5.2 (Registration Data), you:

- Represent that any health-care related license numbers (e.g. Registered Nurse license number) (“Licenses”) you provide us are valid and in force;
- Represent that your License(s) will remain in full force for so long as you make yourself available to provide Professional Services hereunder; and
- Agree to promptly notify us and all Medical Facilities that you have agreed to perform future Professional Services for you if you: (i) become barred from practicing in any jurisdiction, (ii) lose any of your License(s), (iii) are facing disciplinary actions, or (iv) make any changes to your Registration Data.

7.2 Verify Information. You acknowledge and agree that we have the right, but not the obligation, to independently verify your Registration Data and any other statements you make on ADDVOW for the purpose of verifying that those statements are accurate and complete (“Verification Purposes”). In the event that ADDVOW chooses to verify the representations, statements or any information provided by you through your use of ADDVOW, you hereby authorize ADDVOW, either directly or indirectly through third-party vendors or service providers, to attempt to verify such information, which verification may include, without limitation, conducting checks related to your health care registration and/or license, checks related to your background, and or checks with available public records for Verification Purposes. You consent to any collection, use or disclosure in order to accomplish such verification, and agree to provide any documentation or information at ADDVOW’s request to facilitate these processes. For information about how we use your personal information in relation to these checks, please see our Privacy Policy available at: <https://ADDVOW.com/privacy-policy>.

7.3 Professional Payment Terms.

- Payment of Fees. We will inform you of the varying amounts of Fees when we interview you as described in Section 5.1 (Registration Process). If you perform a service under an employee engagement, your fees will be issued to you from ADDVOW as a paycheck. If you perform a service under an independent contractor engagement, the Professional Fees owed to you will be deposited in your bank account as described in Section 7.3.B (Bank Account Information) within one business week on the Friday of the Request being marked as a Completed Request on ADDVOW. For clarity, if you perform a Recurring Request, the amount owed to you for each day of your performance will be deposited within a business week on the Friday from the time that a Medical Facility marks your performance for that day as a Completed Request on ADDVOW.
- Bank Account Information. You agree to enter your current bank account information within your Account, and agree that our third-party payment processors and we may transfer the Professional

Fees you are owed, if any, upon your completion of a Request that you accepted to such a bank account. You, and not us, are solely responsible for the accuracy of your bank account information, including your bank account number and routing information. We disclaim all liability related to errors in fund deposits due to inaccurate or incomplete bank account information.

- Disclaimer. IF WE ARE UNABLE TO COLLECT THE PROFESSIONAL FEES THAT ARE OWED TO YOU, WE WILL INFORM YOU IN WRITING. HOWEVER, WE HAVE NO OBLIGATION TO IMPOSE COLLECTION PROCEDURES ON MEDICAL FACILITIES AND DO NOT GUARANTEE PAYMENT FROM MEDICAL FACILITIES.
- Taxes. You are solely responsible for all tax returns and payments required to be filed with or made to any U.S. federal, state, or local tax authority with respect to your performance of Professional Services and receipt of Professional Fees under this TOS Agreement. You agree to accept exclusive liability for complying with all applicable state and federal laws, including laws governing self-employed individuals, if applicable, such as laws related to payment of taxes, social security, disability, and other contributions based on Professional Fees paid to you by Medical Facilities under this TOS Agreement. ADDVOW will not withhold or make payments for taxes, social security, unemployment insurance or disability insurance contributions, or obtain workers' compensation insurance on your behalf. You hereby agree to indemnify and defend ADDVOW against any and all such taxes or contributions, including penalties and interest. We cannot and do not offer tax advice to our Users.

7.4 Insurance. You acknowledge that you are an independent contractor, not an employee of ADDVOW. As such, you acknowledge and understand that you are not covered by any insurance that may be provided by ADDVOW to its employees, including, without limitation, health insurance, workers compensation insurance, general liability insurance, and automobile liability insurance. ADDVOW requires that, as an independent contractor, you maintain workers' compensation or occupational accident insurance for which you are solely and exclusively responsible for. Specifically, in the event that you are injured while working in the course and scope of an engagement for ADDVOW, you acknowledge and understand that you will not be covered by any workers compensation insurance coverage that ADDVOW may provide to its employees. Further, in the event that your actions cause an injury to a third party while you are working in the course and scope of performing a ADDVOW Engagement or the Services, you acknowledge and understand that you will not be covered by any general liability or automobile liability insurance coverage that ADDVOW may have, and that ADDVOW is not making any commitment to defend and/or indemnify you in such circumstances, and specifically denies such obligation. If you do not provide proof of workers' compensation or occupational accident insurance, you will be charged a Trust and Safety Fee that will be paid towards ADDVOW's supplemental occupational accident insurance. By agreeing to these Terms, you are agreeing to pay this fee.

8. Acceptable User Conduct

When accessing or using ADDVOW, you agree that you will not, under any circumstances:

- Fail to perform any Requests you accepted;
- Misrepresent your identity or authority in any way;
- Contact Users for any purpose other than as set forth in the Agreement;
- Solicit any services other than Professional Services through ADDVOW;
- Interfere with other Users' Requests, Feedback, User Content, or interfere with or undermine the working of ADDVOW;
- Make Available any unauthorized advertising; promotional materials, junk mail, or spam;

- Make Available Your Content that is: (i) false, inaccurate, unlawful, defamatory, obscene; (ii) racially, ethnically, or otherwise objectionable; (iii) violates, or encourages any conduct that would violate the Agreement or any applicable laws or regulations or would give rise to civil liability; (iv) promotes hatred, harassment, or harm against and other Users; or (v) promotes illegal or harmful activities;
- Breach or circumvent any laws, third party rights, or our systems, policies, or determinations of your Account status; or
- Interfere with or damage ADDVOW, including, without limitation through use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information, or similar methods or technology.

9. Indemnification.

You agree to indemnify and hold ADDVOW, its Affiliates, and Suppliers (collectively, "Indemnified Parties") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) your use of, or inability to use, ADDVOW; (b) your violation of the Agreement; (c) your violation of any rights of another party, including any Users; or (d) your violation of any applicable laws, rules or regulations. For the avoidance of doubt, this indemnification provision applies to any claims that a Professional was misclassified as an independent contractor, and any claims arising from or related to such misclassification. We reserve the right, at our own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with us in asserting any available defenses.

Additionally, Users agree to indemnify, hold harmless and defend ADDVOW from any and all claims arising out of or related to their Request, including but not limited to claims that a Professional was misclassified as an independent contractor, any liabilities arising from a determination by a court, arbitrator, government agency or other body that a Professional was misclassified (including, but not limited to taxes, penalties, interest and attorney's fees), any claim that ADDVOW was an employer or joint employer of a Professional, as well as claims under any employment-related laws, such as those relating to employment termination, employment discrimination, harassment or retaliation, as well as any claims for overtime pay, sick leave, holiday or vacation pay, retirement benefits, worker's compensation benefits, unemployment benefits, or any other employee benefits.

This Section 9 does not require you to indemnify any of the Indemnified Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Website or any Services provided hereunder. You agree that the provisions in this Section 9 will survive any termination of your Account, the Agreement, or your access to ADDVOW.

10. Disclaimer of Warranties for ADDVOW.

10.1 As Is. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF ADDVOW IS AT YOUR SOLE RISK, AND ADDVOW ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL ITS FAULTS, INCLUDING OMISSIONS AND ERRORS. ADDVOW, ITS AFFILIATES, AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ARISING FROM USE OF OUR WEBSITE.

ADDVOW, ITS AFFILIATES, AND ITS SUPPLIERS DO NOT MAKE ANY WARRANTY, REPRESENTATION OR CONDITION THAT ADDVOW WILL MEET YOUR REQUIREMENTS OR BE UP-TO-DATE, OR THAT YOUR USE OF ADDVOW WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED FROM ADDVOW, ITS AFFILIATES, ITS SUPPLIERS, OR THROUGH ADDVOW WILL CREATE ANY WARRANTY, GUARANTEE, OR REPRESENTATION NOT EXPRESSLY MADE HEREIN.

ANY CONTENT ACCESSED THROUGH ADDVOW IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS ADDVOW, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

10.2 Your Use. ADDVOW, ITS AFFILIATES, AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY CLAIM, INJURY, OR DAMAGE ARISING FROM OR IN CONNECTION WITH YOUR USE OF ADDVOW.

10.3 No Liability for Conduct of Third Parties. YOU ACKNOWLEDGE AND AGREE THAT ADDVOW, ITS AFFILIATES, AND ITS SUPPLIERS ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD US, OUR AFFILIATES AND OUR SUPPLIERS LIABLE, FOR THE CONDUCT OF USERS ON THE WEBSITE, AND OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH USERS RESTS ENTIRELY WITH YOU.

10.4 No Liability for User Interactions. ADDVOW, ITS AFFILIATES, AND ITS SUPPLIERS DISCLAIM ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY USER; AND YOU ACKNOWLEDGE THAT ADDVOW IS NOT ABLE TO CONTROL OR SUPERVISE YOUR INTERACTIONS OR TRANSACTIONS WITH OTHER USERS OF ADDVOW. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR SUCH INTERACTIONS OR TRANSACTIONS. ADDVOW RESERVES THE RIGHT, BUT HAS NO OBLIGATION, TO (I) MONITOR ANY SUCH DISPUTE OR (II) UPON YOUR REQUEST, INTERVENE IN SUCH DISPUTE FOR THE PURPOSE OF RESOLVING THE DISPUTE, PROVIDED THAT ADDVOW WILL NOT BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER ARISING FROM ANY MONITORING OR INTERVENTION OF SUCH ACTIVITIES.

11. Limitation of Liability

11.1 Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL ADDVOW, ITS AFFILIATES, OR ITS SUPPLIERS BE LIABLE FOR ANY: (i) LOSS OF PROFITS, REVENUE OR DATA; (ii) INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ADDVOW; (iii) DAMAGES OR COSTS DUE TO PROCUREMENT OF SUBSTITUTE SERVICES, OR (IV) LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM YOUR USE OF ADDVOW OR THAT ARE IN ANY WAY RELATED TO THE USERS INTRODUCED TO YOU BY ADDVOW, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ADDVOW.

11.2 Quality of Professional Services. THE QUALITY OF PROFESSIONAL SERVICES REQUESTED THROUGH THE USE OF ADDVOW IS ENTIRELY THE RESPONSIBILITY OF THE PROFESSIONAL WHO PROVIDES SUCH PROFESSIONAL SERVICES. MEDICAL FACILITIES UNDERSTAND THAT BY USING THE SERVICES, THEY MAY BE EXPOSED TO SERVICES THAT ARE POTENTIALLY HARMFUL, UNSAFE, OR OTHERWISE OBJECTIONABLE, AND THAT USE OF THE PROFESSIONAL SERVICES, AND SUCH PROFESSIONALS, IS AT THEIR OWN RISK.

11.3 Cap on Liability. UNDER NO CIRCUMSTANCES WILL ADDVOW, ITS AFFILIATES, OR ITS SUPPLIERS BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (1) THE TOTAL AMOUNT PAID TO ADDVOW IN RELATION TO YOUR REQUESTS DURING THE TWELVE-MONTH PERIOD PRIOR TO THE ACT, OMISSION, OR OCCURRENCE, GIVING RISE TO SUCH LIABILITY, OR (2) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO ANY LIABILITY OF ADDVOW OR ITS AFFILIATES FOR NEGLIGENCE, FRAUD OR FRAUDULENT MISREPRESENTATION.

11.4 Potential Restrictions. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

11.5 Basis of Bargain. The limitations of liability set forth above are fundamental elements of the basis of the bargain between you and us.

12. Copyright Infringement Claims

In accordance with the Digital Millennium Copyright Act of 1988, ADDVOW promptly responds to claims of copyright infringement committed on ADDVOW if such claims are reported to our designated copyright agent. If you believe your work has been posted on ADDVOW in a way that constitutes copyright infringement, please deliver the following information to our designated copyright agent at the address below:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed;
- A description of the location on ADDVOW of the material that you claim is infringing;
- Your address, telephone number and email address;
- written 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; 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.

Our designated copyright agent: admin@ADDVOW.com

13. Violations

If we become aware of any possible violations, or if we, in our sole discretion, determine that you breached any portion of the Agreement or have otherwise demonstrated conduct inappropriate for ADDVOW, we reserve the right to:

Investigate your behavior, including any possible violations;

Refer the matter to, and cooperate with any and all applicable legal authorities;

Disclose any information on ADDVOW to comply with applicable laws, legal processes or governmental requests;

Deactivate your Account and cancel your Requests (or your acceptance of Requests) without issuing a refund or payment to you;

Notify Users you have interacted or transacted with;

Enforce the Agreement; and

Pursue any other action that we deem to be appropriate.

14. Term & Termination

14.1 Term. The Agreement shall commence on: (i) the date you accept the Agreement or (ii), if earlier, the date you first used any of ADDVOW (the “Effective Date”), and will remain in full force and effect while you use ADDVOW unless terminated earlier in accordance with the Agreement.

14.2 Termination. We reserve the right to block access to, suspend, or terminate your access to ADDVOW or your Account, with or without notice, if we, in our sole discretion, determine that you are in breach of the Agreement.

14.3 Effect of Termination. In the event that we terminate your access to ADDVOW and/or your ability to create an Account, we may remove your access from, bar your right to further use, and delete your password and Account on our Website. Termination of access to ADDVOW shall terminate the Agreement. All provisions of the Agreement that should survive termination, shall survive, including ownership provisions, warranty disclaimers, and limitations of liability.

14.4 No Subsequent Registration. If we discontinue your ability to access ADDVOW and/or create an Account, you agree that you shall not attempt to re-register with or access ADDVOW, for example, by using a different username. In the event you violate this Section 14.4, we reserve the right, in our sole discretion, to immediately take any and all of the actions set forth herein without any notice or warning to you.

15. International Users

ADDVOW can be accessed from countries around the world, but our Services are only available in the United States. If you are a User outside the United States, any references to Services in your country does not imply any intention to announce such Services in your country. ADDVOW makes no representations that ADDVOW are appropriate or available for use in locations outside the United States. Those who access or use ADDVOW from other countries do so at their own volition and are responsible for compliance with local law.

16. No Third Party Beneficiaries

You acknowledge and agree that, except as otherwise expressly provided in the Agreement with the exception of the arbitration provisions set forth in Section 17 below, there shall be no third party beneficiaries into the Agreement.

17. ARBITRATION

Please read the following arbitration agreement in this Section 17 (“Arbitration Agreement”) carefully. It requires you to arbitrate disputes with ADDVOW and limits the manner in which you can seek relief from us.

17.1 Applicability of Arbitration Agreement. You agree that any dispute or claim relating in any way to your access or use of our Website, to any Services distributed through our Website, or to any aspect of your relationship with ADDVOW, (each, a “Dispute”) will be resolved by binding arbitration, rather than in court, except for the exceptions expressly stated in the Agreement.

The following Disputes are not subject to this Arbitration Agreement: (1) Disputes that qualify for small claims court, so long as the Dispute remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use of our Website; and (3) you or ADDVOW may seek injunctive or other equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).

IF YOU AGREE TO ARBITRATION WITH ADDVOW, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST ADDVOW ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF, UNLESS OTHERWISE PERMITTED BY LAW. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST ADDVOW IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF PERMITTED BY APPLICABLE LAW BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THE AGREEMENT, INCLUDING THIS ARBITRATION AGREEMENT.

17.2 Arbitration Rules and Forum. The Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) governs this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider, or another alternative resolution provider based on the written agreement of the parties. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys’ fees and interest, shall be subject to JAMS’s most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS’s most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS’s rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay the filing, administrative, hearing and/or other fees of JAMS, or another alternative dispute resolution provider, and you cannot obtain a waiver from JAMS, ADDVOW will pay them for you. In addition, ADDVOW will reimburse all such filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, ADDVOW will not seek attorneys’ fees and costs in arbitration unless the arbitrator determines the claims are frivolous and ADDVOW would otherwise be entitled to an award of such fees and costs had the matter been heard in court. You may choose to have the arbitration conducted by telephone or online video conferencing service, based on written submissions, or in person in the county where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

17.3 Authority of Arbitrator. The arbitrator, and not any federal, state or local court or agency shall have exclusive authority to resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitrator will decide the rights and liabilities, if any, of you and ADDVOW. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties unless all parties (including ADDVOW) consent in writing. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, and the TOS Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis to the same extent that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

17.4 Waiver of Bench or Jury Trial. YOU AND ADDVOW HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and ADDVOW are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 17.1 above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Arbitration Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

17.5 Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER USER.

17.6 Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

17.7 Survival of Arbitration

This Arbitration Agreement will survive the termination of your relationship with ADDVOW.

17.8 Modification. Notwithstanding any provision in the Agreement to the contrary, you agree that if ADDVOW makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) for which you have demanded arbitration or are pending in arbitration.

18. Texas Users & Residents

In accordance with Texas Civil Code, you may report complaints to the Consumer Protection Division of the Office of the Attorney General of Texas by contacting them in writing at, PO Box 12548, Austin, TX, 78711-2548.

19. General Provisions

19.1 Notice. Where we require that you provide an email address, you are responsible for providing us with your most current email address. If the last email address you provided to us is not valid, or for any

reason is not capable of delivering to you any notices required or permitted by the Agreement, our dispatch of the email containing such notice will nonetheless constitute effective notice. You may give notice to us at the physical address listed in Section 1 (Questions & Concerns). Such notice shall be deemed given when received by ADDVOW by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail.

19.2 Assignment. The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without our prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

19.3 Force Majeure. Any delay or failure to perform by us or you (except the payment of money owed) will not be considered a breach of this Agreement if such delay or failure to perform is caused by causes outside our reasonable control, including Internet service interruptions, or governmental demands or requirements.

19.4 Exclusive Venue. To the extent the parties are permitted under the TOS Agreement to initiate litigation in a court, both you and ADDVOW agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in Texas.

19.5 Governing Law. The Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Texas, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement.

19.6 Export Control. You may not use, export, import, or transfer ADDVOW except as authorized by U.S. law, the laws of the jurisdiction in which you obtained ADDVOW, and any other applicable laws. In particular, but without limitation, ADDVOW may not be exported or re-exported: (a) into any U.S. embargoed countries, or (b) to anyone in the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using ADDVOW, you represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a country that supports terrorists, and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use ADDVOW for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that our Services and/or technology are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer our Services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

19.7 Entire Agreement. The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter. Subject to any limitations set forth in Section 17 for Arbitration, this Agreement may be amended or superseded only by a mutually-executed writing. As used herein, "including" means "including without limitation". The headings used in the Agreement are included only for purposes of convenience and shall not limit or otherwise affect the construction of the Agreement.

19.8 Waiver. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

19.9 Severability. If any portion of the Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of you and us, and the remaining portions shall remain in full force and effect.