

TheNurseMall.com Terms of Service v2.0

Updated November 4, 2025

Thank you for using TheNurseMall.com. Below you will find our TERMS OF SERVICE.

The “**NURSEMALL.COM**” is a data collection, display, and nurse/technologist recruiting and job order matching **service** provided to you by its affiliated companies (including successors and assigns, “**TheNurseMall.com**,” “**we**,” “**us**” or “**our**”), including (i) all websites, applications, software, user interfaces, features, functionalities, recommendations and reviews, and (ii) all data, displays, emails, zoom interviews, other material, including images, videos, text, and audio associated with our service (“**Content**”).

These Terms of Service set out the agreement between you and TheNurseMall.com regarding how you can use TheNurseMall.com Service and what responsibilities you and TheNurseMall.com have to each other. These Terms of Service contain important information regarding your legal rights.

For detailed information on how to cancel your subscription, please contact us via email at **SERVICE@TheNurseMall.com**.

BY USING THENURSEMALL.COM SERVICE, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF SERVICE AND OUR [PRIVACY POLICY](#), which describes our privacy practices in detail and is incorporated herein by reference. Please read them carefully.

1. Eligibility, Acceptance of Terms, and Registration

1.1. Eligibility. TheNurseMall.com Service is for individuals who are 18 years of age or older and reside in the United States (including its territories and possessions). You may not access or use TheNurseMall.com Service if you are outside of the United States (including its territories and possessions) or are barred from receiving TheNurseMall.com Service under these Terms of Service or applicable law. By accessing or using TheNurseMall.com Service, you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, and (ii) your access to and use of TheNurseMall.com Service will comply with the United States export control and economic sanctions requirements.

1.2. Acceptance of the Terms of Service. You may access TheNurseMall.com Service in accordance with these Terms of Service. You represent that you have read, understand, and agree to be bound by these Terms of Service in connection with your access to and/or use of

TheNurseMall.com Service. If you do not agree to these Terms of Service, you may not access or use TheNurseMall.com Service. Each time you use TheNurseMall.com Service, you will be deemed to have agreed to these Terms of Service.

1.3. Supplemental Terms. Supplemental terms and conditions may apply to your use of certain aspects or features of TheNurseMall.com Service (“**Supplemental Terms**”), which we will provide to you or post on TheNurseMall.com Service. For example, any Free Trials or Promotions (defined in Section 2.4 below), offered in connection with TheNurseMall.com Service may be subject to Supplemental Terms. Any Supplemental Terms are in addition to and deemed part of these Terms of Service, and to the extent there is a conflict between the Supplemental Terms and these Terms of Service, the Supplemental Terms will prevail with respect to such conflict. If you do not agree to the applicable Supplemental Terms, you may not use the features of TheNurseMall.com Service to which they apply.

1.4. Modifications to the Terms of Service. **YOUR ACCESS TO OR USE OF THENURSEMALL.COM SERVICE IS GOVERNED BY THE THEN-CURRENT TERMS OF SERVICE.** We may modify these Terms of Service, and such changes will be effective (i) for existing users, thirty (30) days following either notification to you or

our posting of the changes on TheNurseMall.com's website, or (ii) for new or returning users who register for TheNurseMall.com Service during such 30-day period, at the time of registration. Your continued access or use of TheNurseMall.com Service after we post changes to these Terms of Service will be deemed acceptance of these Terms of Service as modified. We encourage you to check TheNurseMall.com's website regularly for any such changes. Customer service representatives are not authorized to modify these Terms of Service or any Supplemental Terms, either verbally or in writing, and any such modifications will have no effect. For clarity, Supplemental Terms associated with new Service Tiers (defined in Section 2.1 below), Free Trials or Promotions or other features will be effective upon launch of such feature.

1.5. Account Registration. You may provide registration information in order to access TheNurseMall.com Service. You are responsible for providing correct, current, and complete information and for maintaining the accuracy of such information. You agree that we may take steps to verify the information you provide. TheNurseMall.com Service and any usernames and/or passwords you use to access TheNurseMall.com Service ("**Passwords**") are for personal or company use only. You are solely responsible for maintaining the security of your Passwords and you

agree to immediately notify us of any unauthorized use of your Passwords and/or other security breaches related to your TheNurseMall.com Service account.

1.6. Account Sharing. TheNurseMall.com Service and any Content accessible through it are for your personal, or commercial use only. You agree not to use TheNurseMall.com Service for public or commercial performances of any kind. Unless otherwise permitted by your Service Tier, you may not share your subscription outside of your household or business. Additional usage rules may apply to certain Service Tiers. We may, in our sole discretion, analyze the use of your account to determine compliance with these provisions. If we determine, in our sole discretion, that you have violated these Terms of Service, we may limit, suspend or terminate access to TheNurseMall.com Service or take any other steps permitted by these Terms of Service (including those set forth in Section 5.3 below). You are solely responsible for all use of your account, including the use of your account by other members of your household or business.

1.7. Personalization and Advertising Features. The personalized recommendations offered as part of TheNurseMall.com Service and targeted advertising included in certain Service Tiers enable us to provide you with Content (including recommending relevant Content)

and features that may otherwise be unavailable to you or difficult to find and are integral to TheNurseMall.com Service and these Terms of Service. TheNurseMall.com Service also analyzes your data to improve the services offered, and such continuous improvement is an integral part of TheNurseMall.com Service. By using TheNurseMall.com Service, you are requesting and directing us to provide you with a personalized TheNurseMall.com Service that processes data as described in our Privacy Policy, subject to any choices and rights described therein.

2. Subscription Terms

2.1. Service Tiers and Add-Ons. When purchasing your subscription to TheNurseMall.com Service, you may be presented with different base subscription plans (each a “**Base Plan**”) as well as different add-on subscription options that require a subscription to a Base Plan (each an “**Add-On**”), and these Base Plans and Add-Ons may be subject to differences in Content, pricing, billing dates, subscription term, usage rules, eligibility, restrictions, features, or availability. In these Terms of Service, we may refer to a Base Plan or an Add-On as a “**Service Tier**,” and we reserve the right to change the terms of your subscription to any Service Tier, including the price, from time to time.

2.2. Subscription Fees and Auto-Renewal. ACCESS TO THENURSEMALL.COM SERVICE REQUIRES YOU TO SIGN UP FOR A SUBSCRIPTION, WHICH INVOLVES AUTOMATIC ENROLLMENT INTO A RECURRING PAYMENT PLAN. IF YOU SIGN UP FOR A SUBSCRIPTION TO THENURSEMALL.COM SERVICE, YOU AGREE THAT YOUR SUBSCRIPTION TO THE APPLICABLE SERVICE TIER(S) WILL BE AUTOMATICALLY RENEWED FOR SUBSEQUENT SUBSCRIPTION TERMS OF EQUAL LENGTH TO YOUR CURRENT SUBSCRIPTION TERM (FOR EXAMPLE, MONTHLY OR ANNUALLY) AT THE END OF THE SUBSCRIPTION TERM AT THE THEN-CURRENT SUBSCRIPTION FEE (PLUS APPLICABLE TAXES AND FEES) UNLESS YOU CANCEL IN ACCORDANCE WITH THE INSTRUCTIONS BELOW. PAYMENT WILL BE CHARGED TO YOUR CHOSEN PAYMENT METHOD UPON PURCHASE CONFIRMATION AND AT THE START OF EVERY NEW SUBSCRIPTION TERM UNLESS YOU CANCEL.

Your subscription term is the interval between each recurring billing date and corresponds to the term of your subscription. You acknowledge that (i) billing for a particular Service Tier may not occur on the same date of each month if your subscription began on a date not contained in a given month (for example, if you sign up for

a monthly subscription on August 31st, you will be billed next on September 30th, etc.) or due to Free Trials, Promotions, gift card redemptions, or changes to your payment method, and (ii) billing for Add-Ons may not occur on the same date as billing for your Base Plan.

We will give you advance notice of any price change prior to the next billing date, but we will not be able to notify you of any changes in applicable taxes or fees. If you do not wish to accept a price change, you may cancel your subscription in accordance with the instructions below. If you do not timely cancel your subscription, your subscription will be automatically renewed at the new price in effect at the time of the renewal, and you authorize us to charge your chosen payment method for these amounts.

Subscription purchases have no monetary value (for example, they are not a cash account or equivalent) and are purchases of only a limited, non-exclusive, revocable, non-assignable, and non-transferable right to access and use TheNurseMall.com Service in accordance with these Terms of Service. You may not transfer, sell, purchase, barter, or trade your subscription or attempt or offer to do so. Any attempted transfer will be null and void.

2.3. Payment Method. To use TheNurseMall.com Service, you must provide us with one or more payment methods. Our payment processors will keep your detailed payment information, such as credit card number and expiration

date, on file. You represent and warrant that you are authorized to use the payment method provided (including any updates to that payment method), and you authorize us to charge the applicable subscription fee (plus applicable taxes and fees) to that payment method. You acknowledge that we may process an authorization hold using your payment information in order to verify the information provided and that we may retry your payment method following a failed charge attempt. You are responsible for keeping your payment details up-to-date in your account settings. If your payment method details change or are due to expire, then you agree that we may obtain or receive from your payment provider updated payment details including your card number, expiration date, and CVV (or equivalent), and you authorize us to charge your payment method using the updated information. If you do not pay any fees when due (for example, due to credit card expiration or insufficient funds), we may suspend or terminate your access to TheNurseMall.com Service.

2.4. Free Trials and Promotions. From time to time, TheNurseMall.com may offer subscriptions to TheNurseMall.com Service on a limited, free-trial basis (“**Free Trials**”), and the availability and length of any such Free Trial may be limited in duration (the “**Trial Period**”). TheNurseMall.com Service (or certain Content available

on TheNurseMall.com Service) may also be offered as part of a promotion, including discounted offerings, third party incentives or as part of a bundle with other products or services offered by us or others (“**Promotions**”), and the availability and length of any such Promotion may be limited in duration (the “**Promotional Period**”). You may redeem a particular Promotion according to the rules for that Promotion (and such rules are deemed Supplemental Terms). If you received a Promotion through a third party, additional terms and conditions may apply; please contact the applicable third party for those terms and conditions. We are not responsible for the products and services provided by third parties. Unless we expressly state otherwise in the applicable rules, a particular Promotion can only be redeemed once, cannot be redeemed for cash, and may not be combined with other offers.

Free Trials and Promotions may be subject to Supplemental Terms. We have sole discretion to determine your eligibility for a Free Trial or a particular Promotion and may limit your opportunity to participate, and we may use information such as, method of payment, or an account email address to determine your eligibility. If you are required to provide a payment method in connection with a Free Trial or Promotion, your payment method will be charged the then-current subscription fee (plus applicable taxes and fees) for TheNurseMall.com

Service following the expiration of the Trial Period or Promotional Period unless earlier terminated in accordance with these Terms of Service. You may not receive a separate notice that your Trial Period or Promotional Period is about to end or has ended or that your paid or full price subscription to TheNurseMall.com Service has begun unless required by applicable law.

2.5. Gift Cards. We may offer gift cards (in digital or physical form) redeemable for access to TheNurseMall.com Service. You will not be refunded redeemed gift card credits applied to an active subscription unless required by applicable law.

2.6. Cancellation and Refund Policy. YOU MAY CANCEL YOUR SUBSCRIPTION TO THENURSEMALL.COM SERVICE AT ANY TIME BEFORE THE END OF THE THEN-CURRENT SUBSCRIPTION TERM, TRIAL PERIOD, OR PROMOTIONAL PERIOD (AS APPLICABLE).

2.6.1. *How to Cancel.* TO CANCEL YOUR SUBSCRIPTION send an email to SERVICE@THENURSEMALL.COM stating your desire to do so.

2.6.2. *Effect of Cancellation.* PAYMENT CANCELLATION WILL TAKE EFFECT AT THE END OF THE THEN-CURRENT SUBSCRIPTION TERM OF THE

APPLICABLE SERVICE TIER, AND YOU MUST CANCEL YOUR SUBSCRIPTION NO LATER THAN THE DAY BEFORE YOUR NEXT RECURRING BILLING DATE IN ORDER TO AVOID BEING CHARGED FOR THE NEXT SUBSCRIPTION TERM. HOWEVER, IF YOU PURCHASED AN ADD-ON WHOSE BILLING DATE OR SUBSCRIPTION TERM DIFFERS FROM THE BASE PLAN, YOU WILL STILL BE BILLED FOR THE ADD-ON UNTIL THE SUBSCRIPTION TERM OF YOUR BASE PLAN EXPIRES UNLESS YOU SEPARATELY CANCEL THE ADD-ON. IF YOU CANCEL, YOU WILL STILL HAVE ACCESS TO EACH SERVICE TIER THROUGH THE END OF ITS APPLICABLE SUBSCRIPTION TERM UNLESS (i) YOU ARE SUBSCRIBED THROUGH A FREE TRIAL OR PROMOTION, (ii) WE PROVIDE YOU WITH A PRORATED REFUND FOR THE UNUSED DAYS LEFT ON THE SERVICE TIER, OR (iii) WE OTHERWISE ALLOW YOU TO USE THE UNUSED PORTION TOWARDS ANOTHER SERVICE OR SUBSCRIPTION, IN WHICH CASE CANCELLATION MAY BE EFFECTIVE IMMEDIATELY.

2.6.3. *Refunds.* NO PRORATED REFUNDS OR CREDITS WILL BE ISSUED UNLESS REQUIRED BY APPLICABLE LAW OR IN THE CASE OF AN IMMEDIATE UPGRADE. WE RESERVE THE RIGHT TO ISSUE REFUNDS, CREDITS, OR DISCOUNTS IN OUR SOLE

DISCRETION. IF WE ISSUE A REFUND, CREDIT, OR DISCOUNT, WE ARE UNDER NO OBLIGATION TO ISSUE THE SAME OR SIMILAR REFUND IN THE FUTURE AND WE MAY TERMINATE YOUR ACCOUNT, MEMBERSHIP, OR ACCESS TO THE SUBSCRIPTION. THIS REFUND POLICY APPLIES TO ANY AND ALL PAYMENT METHODS USED TO PROVIDE REFUNDS.

2.7. Subscriptions Obtained Through Third Parties. If you signed up for TheNurseMall.com Service through a third party (for example, through Amazon, Apple, Google, or a Promotion partner), then in addition to these Terms of Service your subscription is also subject to the third party's terms. Your billing relationship will be directly with the applicable third party, not with TheNurseMall.com, and that third party's terms regarding subscription purchase, billing, payment, cancellation, and refunds will control to the extent they conflict with the corresponding provisions in these Terms of Service. Any fees charged for your subscription to the TheNurseMall.com Service will be billed directly by the applicable third party using the payment information you have provided to them. To cancel a subscription to TheNurseMall.com Service obtained through a third party, please follow the cancellation instructions provided by the third party.

3. License Grant, Devices, and Service Features

3.1. Limited License, Service Availability. We grant you a limited, non-sublicensable, non-transferable license to access, download, and use TheNurseMall.com Service for your personal or company use and only in accordance with these Terms of Service. Except as we specifically agree in writing, no element of the Content may be used or exploited in any way other than as part of the authorized TheNurseMall.com Service made available to you. We may change, suspend, or discontinue TheNurseMall.com Service, in whole or in part, at any time for any reason without notice or liability to you. We make no representations or warranties about the quality, accuracy, or availability of TheNurseMall.com Service.

3.2. Devices and Charges. You are solely responsible for obtaining all devices and software, internet, and mobile network connectivity, and other services needed for your access to and use of TheNurseMall.com Service, and you will be solely responsible for all charges related to them. We are not responsible for the performance of devices you use to access TheNurseMall.com Service, including the ongoing compatibility of such devices with TheNurseMall.com Service, and you agree to look solely to the entity that manufactured and/or sold or leased you the device for any issues related to it. In addition, some aspects of the display of available Content (for example, its resolution and the speed to initiate viewing) and other

functionality may vary from device to device and may be affected by factors such as your location, the software on your device, the configuration of your device, and the speed of your internet or mobile connection. We make no representations or warranties about the quality of your viewing experience on your device or other display.

3.3. Wireless Features. TheNurseMall.com Service may offer certain features that are available via a mobile network, such as the ability to receive messages, upload content, or download applications to your wireless device (“**Wireless Features**”). If you use any Wireless Features, you agree that we may send communications to your device. Your carrier may prohibit or restrict certain Wireless Features, and certain Wireless Features may be incompatible with your carrier or wireless device. Some features of TheNurseMall.com Service may be limited by location or may not function without access to reliable location information, and we will not be liable to you for limitations or restrictions on access to Content without access to location information.

4. Content and Usage Terms

4.1. Content Ownership. TheNurseMall.com Service contains or references Content that is owned by us as well as third parties. As between TheNurseMall.com and you, TheNurseMall.com owns all right, title and interest in and to the copyrights, trademarks, service marks, trade

names, and all other intellectual property and proprietary rights throughout the world associated with TheNurseMall.com Service and its Content. Except as expressly stated in these Terms of Service, nothing herein will be deemed to convey to you any right, title, or interest in or to TheNurseMall.com Service or its Content. To the extent TheNurseMall.com Service includes an explicit authorization with respect to certain Content (for example, the right to re-post content on social media), TheNurseMall.com hereby grants you a limited, revocable license to post or upload such Content onto your personal social media account(s) without modification and in accordance with the restrictions in these Terms of Service and any other Supplemental Terms associated with such Content or activity.

4.2. Content Availability and Blackouts. You acknowledge that TheNurseMall.com Service and Content are regularly updated and tested, and as a result some Content and features may not be available to all users across all Service Tiers or devices. The availability of Content on TheNurseMall.com Service may be limited by law or by the rights that certain of our content providers grant to us and therefore may change from time to time and from place to place and may vary based on Supplemental Terms applicable to your Service Tier. Accessing Content from locations where we do not have rights, that is not

offered on your Service Tier, or where we do not make TheNurseMall.com Service available is prohibited.

4.3. Content Ratings, Modifications, and Limitations.

Content types, ratings, reviews, genres, categories, and descriptions are provided as suggestions to aid in navigation. We do not guarantee that you will agree with these suggestions. You acknowledge that Content is inherently subjective, and TheNurseMall.com Service may include Content that you find offensive, or otherwise objectionable (including, for example, if the Content contains outdated cultural references). Content may be edited, reformatted, or otherwise modified from its original version. You should not rely on the Content you view for advice, whether financial, legal, medical, or otherwise.

4.4. Simultaneous Streams and Downloads. Some plans of the TheNurseMall.com Service may enable you to stream Content simultaneously to multiple devices. You acknowledge that simultaneous streaming may be subject to limitations, which may change from time to time, including with respect to the maximum number of simultaneous streams. Some plans of TheNurseMall.com Service may also enable you to temporarily download certain Content to your device for offline viewing. You acknowledge that downloads may also be subject to limitations, which may change from time to time, including with respect to Content type and amount, device

limitations, accessibility of temporary downloads, and geographic restrictions on playback. For clarity, downloaded Content will no longer be available to you if you terminate your subscription or change it to a plan that does not permit temporary downloads. TheNurseMall.com makes no guarantee that any particular piece of Content will be available for simultaneous use or download.

4.5. User-Generated Content. We may include opportunities for you and others to upload, post, transmit, or otherwise distribute (“**Upload**”) on or through TheNurseMall.com Service files, text, images, audio, video, or other content (“**User-Generated Content**”). Except as may be explicitly requested in connection with particular programs or promotions, TheNurseMall.com is not requesting, and is unwilling to review, ideas or materials relating to treatments, scripts, artwork, visual or audio-visual content, or other artistic or creative works (whether relating to pre-existing TheNurseMall.com properties or not). Any similarity between User-Generated Content and any elements in TheNurseMall.com Content are purely coincidental. Except as expressly set forth in these Terms of Service, you will continue to own all rights in and to your User-Generated Content, except to the extent your User-Generated Content contains or is otherwise derived from materials, content, or elements owned by TheNurseMall.com or any of our affiliated

companies or partners (for example, characters or other elements created or owned by us). To the extent we authorize you to create, Upload, publicly display, or publicly perform User-Generated Content that is derived from our Content, we grant you a non-exclusive license to create a derivative work using the specifically referenced Content, and you assign to us of all rights worldwide in the work you create for the duration of copyright in the User-Generated Content in any manner and any media now known or hereafter developed, including for use on third-party sites and platforms. If such assignment is invalid, your license to create derivative works using our Content is null and void.

4.5.1. *License to User-Generated Content.* You hereby grant us a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, sub-licensable through multiple tiers (including to other users of TheNurseMall.com Service), transferable, non-exclusive license to use, reproduce, adapt, prepare derivative works based on, publicly display, publicly perform, distribute, incorporate in other works, and/or otherwise exploit, in whole or in part, User-Generated Content (including your name, likeness and voice as it appears in that User-Generated Content) in any manner and any media now known or hereafter developed, without further notice to you and without the requirement of compensation or additional permission

from you or any other person or entity. You represent and warrant that you own all User-Generated Content or are otherwise authorized to grant the license above. You agree that TheNurseMall.com may give you attribution for your User-Generated Content, but we are not required to do so. To the extent permitted by applicable law, you hereby waive and agree not to assert any “moral rights” or other proprietary rights in any User-Generated Content against us, our licensees, our representatives, or other users.

4.5.2. Public Nature of TheNurseMall.com Service. You acknowledge that (i) you Upload any User-Generated Content voluntarily and have no expectation of privacy or confidentiality with respect to any User-Generated Content you Upload, and (ii) no fiduciary relationship exists between us and you or any other party based on the User-Generated Content. Although we may offer you the ability to Upload User-Generated Content anonymously, we may store your account information. We make no guarantees to remove User-Generated Content from TheNurseMall.com Service or other sites, and we may retain User- Generated Content in our backup files, including after termination of your account. We retain the right to make use of your User-Generated Content in accordance with These Terms of Service even after your User-Generated Content is deleted from

TheNurseMall.com Service. You acknowledge that deletion of your User-Generated Content from TheNurseMall.com Service will not result in, and we are not responsible for, the deletion of the User-Generated Content by third parties who previously had access to that User-Generated Content. You assume full responsibility for maintaining backup copies of your User-Generated Content and we assume no responsibility for any loss of your User-Generated Content, for instance, due to its removal by us.

4.5.3. No Responsibility for User-Generated Content.

TheNurseMall.com is not responsible or liable for any User-Generated Content, and we have no obligation to investigate, monitor, or correct any User-Generated Content (for example, for accuracy or completeness) except as provided in Section 4.6 below. User-Generated Content may not reflect the views of TheNurseMall.com, and we do not endorse any User-Generated Content that you or other users Upload.

4.5.4. Feedback. We have not agreed to, and do not agree to, treat as confidential any comments, information, ideas, concepts, reviews, techniques, or other communication you may send to us, including via responses to questionnaires and other methods (“**Feedback**”). We will be free to use, profit from, disclose, publish, or otherwise

exploit any Feedback without compensation to you. Any Feedback will be deemed User-Generated Content and subject to the grants by you applicable to User-Generated Content in these Terms of Service. Our receipt of your Feedback is not an admission by us of their novelty, priority, or originality and does not limit our right to contest intellectual property rights related to your Feedback.

4.6. Infringement Policy. We respect the intellectual property of others, and we ask our users to do the same. TheNurseMall.com Service and its Content are protected by copyrights, patents, trade secrets, or other proprietary rights. Some of the characters, logos, or other images incorporated by us in TheNurseMall.com Service are also protected as registered or unregistered copyrights, trademarks, trade names, and/or service marks owned by us or others.

Pursuant to 17 U.S.C. Section 512 as amended by Title II of the Digital Millennium Copyright Act of 1998, we reserve the right, but not the obligation, to (i) remove your User-Generated Content, and (ii) terminate your license to use TheNurseMall.com Service if we determine in our sole discretion that you are involved in infringing activity, including alleged acts of first-time or repeat infringement, regardless of whether the material or activity is ultimately determined to be infringing. If you believe that any User-Generated Content is defamatory or infringes your

intellectual property, please send a written notice to us to request a review of the alleged infringement, including the following information:

- Your name, address, telephone number, and e-mail address,
- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed or the person allegedly defamed,
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the TheNurseMall.com Service are covered by a single notification, a representative list of such works,
- For materials that are defamatory or infringe patent, trademark, or other proprietary rights of a third party, please submit a list of such materials,
- Identification of the material that is claimed to be infringing, to be the subject of infringing activity, or that is claimed to be defamatory and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material (including, if available, the web address where the material was found on TheNurseMall.com Service),
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or other proprietary right owner, its agent, or the law, and
- A statement that the information in the notice is accurate

and, under penalty of perjury, you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed or on behalf of the person defamed.

Send this notice to the agent identified below to request a review of the alleged infringement:

By e-mail: Service@TheNurseMall.com

5. Restrictions, Account Suspension and Termination

5.1. Prohibited Actions. You may not attempt any of the actions set forth in this Section 5.1 or authorize, facilitate, or induce others to do so. You recognize that Uploading unlawful material could expose you to criminal and/or civil liability.

- You may not attempt to gain unauthorized access to computer systems or networks connected to TheNurseMall.com Service.
- You may not threaten, abuse, harass, or invade the privacy of any third party. Furthermore, you may not interfere with any other user's ability to use or enjoy TheNurseMall.com Service.
- You may not use or encourage or facilitate others' use of any portion of TheNurseMall.com Service for any unlawful purpose or in violation of applicable law. You may not Upload any content or material that is (i) fraudulent,(ii)

infringing on the rights of any third party, (iii) libelous, defamatory, obscene, pornographic, profane, indecent, or otherwise inappropriate (including images of a sexual nature), or (iv) otherwise unlawful.

- You may not impersonate any other person or entity or otherwise misrepresent or disguise yourself. You may not misrepresent your professional or other affiliation with us or with any other party. You may not use

TheNurseMall.com Service in a manner that suggests an association with our products, services, or brands except as agreed by us in writing. You may not provide fictitious information or conceal your identity or location, including in an attempt to circumvent limits associated with Promotions or geographic Content restrictions.

- You may not, either directly or through the use of any personal computer, browser, laptop, tablet, mobile phone, or other device or other means (i) remove, alter, bypass, avoid, interfere with, obstruct, decompile, reverse-engineer, disassemble, or circumvent any copyright, trademark, or other proprietary notices marked on TheNurseMall.com Service or Content or any digital rights management mechanism, device, or other content protection or access control measure associated with TheNurseMall.com Service or Content, or (ii) copy, download, stream, capture, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, frame, transmit, or retransmit

TheNurseMall.com Service or Content, or any part thereof or any materials derived therefrom, unless expressly permitted by us in writing.

- You may not knowingly or intentionally take any action that may impose an unreasonable burden or load on TheNurseMall.com Service or its servers and infrastructures. You are also prohibited from disabling, modifying, or interfering with TheNurseMall.com Service to allow users to view Content without (i) displaying visibly both Content and all surrounding elements (including the graphical user interface, copyright notices, and trademarks), and (ii) having full access to all functionality permitting viewing of Content, including all video quality and display functionality and all interactive, elective, or click-through advertising functionality.
- You may not use any software or device that allows automated gameplay, expedited gameplay, or other manipulation, and you agree not to cheat or otherwise modify TheNurseMall.com Service or game experience to create an advantage for one user over another.
- You may not insert any code into TheNurseMall.com Service or Upload a software virus or any other computer code or materials that may (i) disrupt, damage, or limit the functioning of TheNurseMall.com Service or any computer software, hardware, or telecommunications equipment associated with TheNurseMall.com Service, or (ii) enable or facilitate unauthorized access to TheNurseMall.com

Service or Content of ours or any third party.

- Except as expressly authorized in the Terms of Service, you may not incorporate Content into, or stream or retransmit the Content via, any hardware or software application or make TheNurseMall.com Service or any Content available via frames or links, and you may not otherwise surround or obfuscate TheNurseMall.com Service or Content with any third-party content, materials, or branding.
- You may not solicit or collect information about other users of TheNurseMall.com Service or use any such information for (i) unauthorized or unsolicited advertising, junk, or bulk email, chain letters, or any other form of unauthorized solicitation, or (ii) any other commercial purposes.
- You may not access, search and/or collect data from, or attempt to access, search and/or collect data from, TheNurseMall.com Service by any means (whether automated or manual) other than through our currently available, published interfaces that are made available to you by us, unless TheNurseMall.com has given its express written authorization to do so. Without limiting the foregoing, (i) you may not use any robots, spiders, crawlers, devices, scripts, or other data gathering or extraction software and/or tools, whether automated or manual, to access, acquire, copy, monitor, scrape, data mine, or aggregate any Content or any portion of

TheNurseMall.com Service for any purpose, and (ii) you may not use any Content for the purpose of directly or indirectly training, developing, or improving a software tool or service, including any artificial intelligence tool, model, system, or platform.

- You may not build a business for commercial purposes, in whole or in part, resell, redistribute, or recirculate or make any other commercial use of, or create derivative works or materials utilizing, any portion of TheNurseMall.com Service or Content, whether for profit or for no profit.
- Except as otherwise agreed between TheNurseMall.com and you in writing, you may not use TheNurseMall.com Service in any way (i) to advertise any commercial endeavor or otherwise engage in any commercial activity (for example, offering products or services, conducting raffles or contests, or displaying sponsorship banners), or (ii) that solicits funds, advertisers, or sponsors, whether for profit or for no profit.
- You may not Upload unsolicited bulk communications of any kind. For example, you may not send “mailbombs” (that is, emailing copies of a single message to many users, or sending large or multiple files or messages to a single user with malicious intent) or “spam” (that is, unsolicited emailing for business or other purposes).

5.2. Investigations, Monitoring, and User Disputes. We may, but are under no obligation to, examine, record, copy, and disclose your use of TheNurseMall.com Service including as necessary to satisfy any law, regulation, or governmental request. We reserve the right to take, or refrain from taking, any and all steps available to us, once we become aware of any violation of these provisions, including modifying or removing any User-Generated Content, warning users, suspending users and Passwords, terminating accounts, blocking access to TheNurseMall.com Service, or taking other corrective action we deem appropriate. You are solely responsible for your use of TheNurseMall.com Service, User-Generated Content, and any interaction with other users of TheNurseMall.com Service, and we reserve the right, but will have no obligation, to become involved in any way or to monitor disputes between you and any other users of TheNurseMall.com Service.

5.3. Suspension and Termination. You agree that we may, in our sole discretion and without notice or liability to you, restrict, suspend, or terminate your access to TheNurseMall.com Service and to any Content if we believe you are using or have used TheNurseMall.com Service in violation of these Terms of Service or applicable law. For example, we may restrict or suspend access to your TheNurseMall.com account (i) based on requests

from law enforcement or other government authorities, (ii) due to unexpected technical issues, or (iii) if we reasonably believe that your TheNurseMall.com account has been created or accessed fraudulently. We also reserve the right, but are not required, to terminate any TheNurseMall.com account that remains inactive for an extended period of time (for example, for more than one year).

You agree that we will not be liable to you or to any third party for any such restriction, suspension, or termination of your access to your TheNurseMall.com account or the Content. Any such suspension or termination will not affect any right or relief to which we may be entitled, at law or in equity, and we reserve the right to take appropriate legal action against you for violating intellectual property rights, these Terms of Service, fraud, or similar grounds for termination.

UPON OUR TERMINATION OF YOUR THENURSEMALL.COM ACCOUNT, ALL RIGHTS GRANTED BY US TO YOU IN THESE TERMS OF SERVICE WILL AUTOMATICALLY TERMINATE AND IMMEDIATELY REVERT TO US, BUT THESE TERMS OF SERVICE WILL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO YOUR PAST USE OF THENURSEMALL.COM SERVICE, INCLUDING ALL RIGHTS GRANTED BY YOU TO US.

6. Third Party Services, Platform Providers and Licenses

6.1. Third-Party Services. TheNurseMall.com Service may provide links to third-party websites, software, services, or other utilities (each, a “**Third-Party Service**”). Third-Party Services are provided solely as a convenience to you, and we are not responsible for Third-Party Services. Our inclusion of a link to or other integration with a Third-Party Service does not imply an endorsement by or affiliation with us. Your rights and obligations while accessing those Third-Party Services will be governed by the agreements and policies relating to the use of, and made available by, those Third-Party Services. We are not responsible for any confidential or personal information you provide in connection with any Third-Party Service or for loss or damage of any sort incurred as the result of any dealings with or as the result of the availability of such Third- Party Service on TheNurseMall.com Service.

6.2. Third-Party Platform Providers. If you access or download TheNurseMall.com Service via an Apple, Amazon, Google, Microsoft, Samsung or other third-party app store or platform (each, a “**Third-Party Platform Provider**”), such Third- Party Platform Providers will be third-party beneficiaries to these Terms of Service. However, these Third-Party Platform Providers are not party to these Terms of Service and have no obligation to

provide maintenance and/or support of TheNurseMall.com Service. Your access to TheNurseMall.com Service through the Third-Party Platform Provider's app stores or platforms is subject to such Third-Party Platform Provider's then-applicable terms of service. You should read the terms of service and privacy policies that apply to such Third-Party Platform Providers.

In the case of TheNurseMall.com Service application accessed or downloaded via a Third-Party Platform Provider's app store or platform, TheNurseMall.com and not such Third-Party Platform Provider is responsible for addressing any claims you or a third party may have relating to such application, or your possession and/or use of such application, including (i) product liability claims, (ii) any claims that such application fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation. In the event of any third-party claim that such application, or your possession and use of such application, infringes that third party's intellectual property rights, TheNurseMall.com and not the Third-Party Platform Provider will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.

6.3. Third-Party Licenses. TheNurseMall.com Service may include open-source software or third-party software. Any

such software is made available to you under the terms of the applicable licenses.

7. Disclaimers, Limitations of Liability, and Indemnification

7.1. Disclaimer of Warranties. We make no representations or warranties as to TheNurseMall.com Service (which, for purposes of this Section 7 only, will include the Third-Party Services) with respect to their accuracy, timeliness, reliability, availability, completeness, or otherwise. WE PROVIDE THENURSEMALL.COM SERVICE ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR PARENT, EACH OF OUR AFFILIATES, AND ALL SUCH PARTIES’ DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSEES, AND LICENSORS (COLLECTIVELY, THENURSEMALL.COM **PARTIES**”) DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, OR LIABILITY FOR FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAYS IN OPERATION OR TRANSMISSION, COMMUNICATION-LINE FAILURE, OR NETWORK OR

SYSTEM OUTAGE. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

7.2. Limitation of Liability. IN NO EVENT WILL [THENURSEMALL.COM](https://thenursemall.com) PARTIES' AGGREGATE LIABILITY TO YOU IN CONNECTION WITH THENURSEMALL.COM SERVICE OR THESE TERMS OF SERVICE EXCEED (i) THE AMOUNT (IF ANY) PAID BY YOU TO THENURSEMALL.COM IN THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO THE LIABILITY; OR (ii) ONE HUNDRED DOLLARS (\$100), WHICHEVER IS GREATER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE THIRD-PARTY PLATFORM PROVIDERS OR THEIR RESPECTIVE AFFILIATES, VENDORS, AGENTS, AND SUPPLIERS, AS APPLICABLE, GIVE ANY WARRANTY, HAVE ANY RESPONSIBILITY, OR HAVE ANY LIABILITY WITH RESPECT TO YOUR USE OF THENURSEMALL.COM SERVICE. FURTHERMORE, NONE OF THENURSEMALL.COM PARTIES WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES

RELATING TO LOST PROFITS, LOST DATA OR LOSS OF GOODWILL), OR ANY DAMAGES WHATSOEVER THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THENURSEMALL.COM SERVICE. THE FOREGOING LIMITATION APPLIES (x) WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND EVEN IF THENURSEMALL.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE; AND (y) TO ANY DAMAGES OR INJURY ARISING FROM ANY COMPUTER VIRUS, FILE CORRUPTION, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, USE OF ANY DATA, OR ANY OTHER DAMAGES. IF APPLICABLE LAW DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, THENURSEMALL.COM PARTIES' LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7.3. Exclusions. YOU ACKNOWLEDGE AND AGREE THAT ANY DAMAGE YOU INCUR ARISING OUT OF THE ACTS OR OMISSIONS OF THENURSEMALL.COM PARTIES OR YOUR USE OF THENURSEMALL.COM SERVICE IS NOT IRREPARABLE AND IS INSUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR OTHER EQUITABLE RELIEF RESTRICTING THE AVAILABILITY

OF OR ANY PERSON'S ABILITY TO ACCESS ANY PORTION OF THENURSEMALL.COM SERVICE OR THE DISPLAY, PERFORMANCE, OR DISTRIBUTION OF ITS CONTENT.

7.4. Indemnification. You agree to defend, indemnify, and hold harmless TheNurseMall.com Parties from and against any and all claims, demands, actions, suits, or proceedings, as well as any and all losses, liabilities, damages, costs, and expenses (including reasonable legal fees and costs) arising out of or related to (i) any breach of these Terms of Service, (ii) User- Generated Content that is Uploaded from your account, and/or (iii) your use of TheNurseMall.com Service or any use of your account via TheNurseMall.com Service.

8. Dispute Resolution

8.1. Disputes to Be Heard in Court. TheNurseMall.com and you agree that any complaint, dispute, or disagreement, whether based on past, present, or future events, arising out of or related in any way to these Terms of Service or regarding (i) your use of or interaction with TheNurseMall.com Service, (ii) any purchases or other transactions or relationships related to your use of TheNurseMall.com Service, or (iii) any data or information you provide to us or we gather in connection with such use, interaction, or transaction will be resolved in federal or state (including small claims) court, and neither party

will be required to arbitrate any claims against the other. Any claims filed after the effective date of these Terms of Service will be resolved in federal or state (including small claims) court, as the case may be, and this dispute resolution procedure expressly supersedes any prior provision of any agreement.

8.2. Applicable Law. These Terms of Service, any Supplemental Terms, and the relationship between you and us will be governed by the laws of the U.S. and the State of Florida without regard to its conflicts of law provisions (unless otherwise provided in such Supplemental Terms). You are responsible for complying with local laws, if and to the extent local laws are applicable. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the United States or the country in which you reside.

8.3. Jurisdiction and Venue. Any action or proceeding arising from, relating to, or in connection with these Terms of Service will be brought exclusively in the federal or state (including small claims) courts located in Orange County, Florida, and you irrevocably consent to the personal jurisdiction of such courts and agree that it is a convenient forum and that you will not seek to transfer such action or proceeding to any other forum or jurisdiction under the doctrine of forum *non conveniens* or otherwise.

8.4. Limited Time to File Claims. UNLESS PROHIBITED BY APPLICABLE LAW, YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW THAT ESTABLISHES A DIFFERENT STATUTE OF LIMITATIONS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF, RELATED TO, OR CONNECTED WITH THE USE OF THENURSEMALL.COM SERVICE OR THESE TERMS OF SERVICE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

9. Additional Terms

9.1. Notice for California Users. Under California Civil Code Section 1789.3, California users of TheNurseMall.com Service are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Boulevard, Suite N 112, Sacramento, California 95834, or by telephone at (916) 445-1254 or (800) 952-5210, or online at <https://www.dca.ca.gov/webapps/gencomplaint.php>.

9.2. No Waiver. No failure or delay by us in exercising any right, power, or privilege under these Terms of Service will operate as a waiver thereof, nor will any single or partial

exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under these Terms of Service.

9.3. Severability. Unless otherwise expressly provided herein, the invalidity or unenforceability of any provision of these Terms of Service will not affect the validity or enforceability of any other provision, all of which will remain in full force and effect.

9.4. Entire Agreement. These Terms of Service represent the entire understanding of the parties regarding its subject matter and supersede all prior and contemporaneous agreements and understandings between the parties regarding its subject matter, and may not be amended, altered, or waived except in writing by the party to be charged. The paragraph or section titles in these Terms of Service are for convenience only and have no legal or contractual effect.

9.5. Assignment. These Terms of Service are binding upon and will be to the benefit of the parties and their respective successors, heirs, executors, administrators, personal representatives, and permitted assigns. You will not assign your rights or obligations hereunder without our prior written consent, and any assignment without our consent will be void and invalid at the outset.

9.6. Electronic Notice. You consent to receive notices, including agreements, disclosures, and other communications, electronically from us at the email address you have provided or by posting the notice on TheNurseMall.com's website. You agree that these electronic notices satisfy any applicable notification requirements, including legal requirements that such communications be in writing.

9.7. Marketing Communications. You can unsubscribe from our marketing emails by sending an email to SERVICE@TheNurseMall.com. You will continue to receive administrative messages from us, such as order confirmations, subscription renewal notices or other communications regarding our relationship or transactions with you.

9.8. Designation of Agent. You hereby appoint us as your agent with full authority to execute any document or take any action we may consider appropriate to confirm the rights granted by you to us in these Terms of Service.

9.9. Survival. The provisions of these Terms of Service which by their nature should survive the termination of these Terms of Service will survive such termination, including your obligation to pay subscription fees (plus applicable taxes and fees) in Section 2, our right to exploit User-Generated Content in Section 4, our enforcement rights in Section 5, the limitations of liability in Section 7,

rules regarding dispute resolution in Section 8, and the general provisions in this Section 9.

END OF DOCUMENT