

# Terms and Conditions

These terms and conditions ("Agreement") set forth the general terms and conditions of your use of the UShealthcarenurses.com website ("Website"), "UShealthcarenurses" mobile application ("Mobile Application") and any of their related products and services (collectively, "Services"). This Agreement is legally binding between you ("User", "you" or "your") and UShealthcarenurses LLC ("UShealthcarenurses LLC", "we", "us" or "our"). By accessing and using the Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. If you are entering into this Agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms "User", "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not access and use the Services. You acknowledge that this Agreement is a contract between you and UShealthcarenurses LLC, even though it is electronic and is not physically signed by you, and it governs your use of the Services.

## **Accounts and membership**

You must be at least 18 years of age to use the Services. By using the Services and by agreeing to this Agreement you warrant and represent that you are at least 18 years of age. If you create an account on the Services, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. We may, but have no obligation to, monitor and review new accounts before you may sign in and start using the Services. Providing false contact information of any kind may result in the termination of your account. You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. We may suspend, disable, or delete your account (or any part thereof) if we determine that you have violated any provision of this Agreement or that your conduct or content would tend to damage our reputation and goodwill. If we delete your account for the foregoing reasons, you may not re-register for our Services. We may block your email address and Internet protocol address to prevent further registration.

## **Billing and payments**

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Where Services are offered on a free trial basis, payment may be required after the free trial period ends, and not when you enter your billing details (which may be required prior to the commencement of the free trial period). If auto-renewal is enabled for the Services you have subscribed for, you will be charged automatically in accordance with the term you selected. If, in our judgment, your purchase constitutes a high-risk transaction, we will require you to provide us with a copy of your valid government-issued photo identification, and possibly a copy of a recent bank statement for the credit or debit card used for the purchase. We reserve the right to change

products and product pricing at any time. We also reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

### **Accuracy of information**

Occasionally there may be information on the Services that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, availability, promotions and offers. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Services or Services is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information on the Services including, without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Services should be taken to indicate that all information on the Services or Services has been modified or updated.

### **Third party services**

If you decide to enable, access or use third party services, be advised that your access and use of such other services are governed solely by the terms and conditions of such other services, and we do not endorse, are not responsible or liable for, and make no representations as to any aspect of such other services, including, without limitation, their content or the manner in which they handle data (including your data) or any interaction between you and the provider of such other services. You irrevocably waive any claim against UShealthcarenurses LLC with respect to such other services. UShealthcarenurses LLC is not liable for any damage or loss caused or alleged to be caused by or in connection with your enablement, access or use of any such other services, or your reliance on the privacy practices, data security processes or other policies of such other services. You may be required to register for or log into such other services on their respective platforms. By enabling any other services, you are expressly permitting UShealthcarenurses LLC to disclose your data as necessary to facilitate the use or enablement of such other service.

### **Advertisements**

During your use of the Services, you may enter into correspondence with or participate in promotions of advertisers or sponsors showing their goods or services through the Services. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third party. We shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third party.

## **Links to other resources**

Although the Services may link to other resources (such as websites, mobile applications, etc.), we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource, unless specifically stated herein. Some of the links on the Services may be "affiliate links". This means if you click on the link and purchase an item, UShealthcarenurses LLC will receive an affiliate commission. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their resources. We do not assume any responsibility or liability for the actions, products, services, and content of any other third parties. You should carefully review the legal statements and other conditions of use of any resource which you access through a link on the Services. Your linking to any other off-site resources is at your own risk.

## **Background Checks**

### **1. Ushealthcarenurses Providers Can Order or Authorize Background Checks about Themselves and Can Authorize the Sharing of Them with Other Members**

Ushealthcarenurses.com offers to individuals who have registered as Ushealthcarenurses Providers and Ushealthcarenurses Seekers one or more background check services from third-party consumer reporting agencies ("Background Checks"). Certain background checks may be made available for purchase by both Ushealthcarenurses Seekers and Ushealthcarenurses Providers, while others may only be made only be available for purchase by Ushealthcarenurses Seekers or Ushealthcarenurses Providers. All background checks require payment of a separate fee by the Member who is initiating the background check request and are subject to the consent of the Ushealthcarenurses Provider on whom the check is being performed.

Each of these Background Checks is regulated by the Fair Credit Reporting Act ("FCRA"), and the background reports resulting from these services are considered "consumer reports" under FCRA. Consumer reports may contain information on your character, general reputation, personal characteristics, and mode of living, including but not limited to consumer credit, criminal history, workers' compensation, driving, employment, military, civil, and educational data and reports.

Ushealthcarenurses.com will receive a copy of each Background Check you order or authorize through Ushealthcarenurses.com. You are responsible for making sure that the email address you provide to Ushealthcarenurses.com is correct, knowing that sensitive information will be sent to it.

If you are a Ushealthcarenurses Provider and you authorize a third-party background check ordered by a Ushealthcarenurses Seeker, the results of that background check will be made available to the Ushealthcarenurses Seeker who ordered it, regardless of its contents.

If you are a Ushealthcarenurses Provider and you have ordered a Background Check on yourself from a third-party consumer reporting agency through Ushealthcarenurses.com, we may indicate in your profile that you have completed that check. However, we will not share the results with any other site visitor or Registered User without your specific authorization.

## 2. Background Check Offerings Available to Individuals Who May Not Have Registered As Ushealthcarenurses Providers or Ushealthcarenurses Seekers

Through certain pages of the Site, we may from time to time offer to individuals who may or may not be registered as Ushealthcarenurses Seekers the opportunity to purchase certain background checks on Ushealthcarenursesgivers who are not necessarily registered on Ushealthcarenurses.com. These background checks are performed by a third-party consumer reporting agency and are subject to the terms of Background Checks 1- 5, and that (i) references to Ushealthcarenurses Seekers shall refer to individuals who order the checks regardless of whether they are registered as Ushealthcarenurses Seekers, (ii) references to Ushealthcarenurses Providers shall refer to individuals who authorize the check to be performed on themselves regardless of whether they are registered as Ushealthcarenurses Providers, and (iii) Ushealthcarenurses.com does not view the results of these checks regardless of whether the Ushealthcarenursesgiver on whom the check is performed is registered as a Ushealthcarenurses Provider.

## 3. Special Responsibilities of Users of Background Check under FCRA

The use of any background check reports obtained through the Site is governed by the federal Fair Credit Reporting Act ("FCRA") and certain state laws. If you order or request access to background check on a Ushealthcarenurses Seeker, you are considered an end user of the check, and must agree to a required End User Certification before the check will be processed. This End User Certification requires you to certify that you will comply with the FCRA and any applicable state laws, and summarizes key legal obligations. A summary of your responsibilities in using the information contained the background check can be found <http://www.ftc.gov/tips-advice/business-...know>. If there is negative data in a check you receive, and you choose to take "adverse action" (i.e. if you choose to pass on that individual's candidacy) on the basis of this negative data, you must agree to take certain procedural steps, which can be found at <http://www.ftc.gov/tips-advice/business-...know>. These include notifying the individual who is the subject of the report of your decision to take adverse action based on information contained in the report and the subject's right to contest the accuracy or completeness of the report. Depending on the specific background check you order, Ushealthcarenurses.com may provide a mechanism for you to request that the consumer reporting agency who performed the check complete these steps on your behalf. Where such a mechanism is not available, you are responsible for making any required notifications yourself. If the subject contests the report with the consumer reporting agency, you are required to suspend the hiring process while the agency researches the accuracy and completeness of the report.

## 4. Ushealthcarenurses.com May Review and Use Background Checks You Order or Authorize About Yourself

By registering for and using the Site or Services as an individual Ushealthcarenurses Provider, and subject to your authorization, you acknowledge and agree that Ushealthcarenurses.com may review and use any Background Checks you have ordered or authorized about yourself for the purpose of protecting the safety and integrity of our Site and its users, which may, in the case of certain Ushealthcarenurses Providers, be considered an employment purpose pursuant to the FCRA. Ushealthcarenurses.com reserves the right to terminate your membership based on the information contained in such report, even if such information was subsequently dismissed.

If Ushealthcarenurses.com terminates your membership or access to the Site on the basis of information in a Background Check, we will notify you and provide you the name and contact information of the consumer reporting agency that created the report. We will also provide you a copy of the report unless the consumer reporting agency has already provided you a copy or access to it. You hereby represent, understand and expressly agree that Ushealthcarenurses.com does not have control over or assume any responsibility for the quality, accuracy, or reliability of the information included in these Background Checks. Furthermore, any inaccuracies in the report must be addressed with the consumer reporting agency that issued it and not Ushealthcarenurses.com.

#### 5. Ushealthcarenurses.com May Order and Use Background Screenings About You

By registering for and using the Site or Services as a Ushealthcarenurses Seeker or Ushealthcarenurses Provider, you hereby acknowledge and agree that Ushealthcarenurses.com has the right, but not the obligation, to use a third-party consumer reporting agency on an ongoing basis to use your personal information to run periodic background screenings on you for the purpose of protecting the safety and integrity of our Site and its users ("Preliminary Membership Screens"), which may, in the case of certain Ushealthcarenurses Providers, be deemed to be an employment purpose under the FCRA. Subject to certain additional disclosures and authorizations, if applicable to you as a Ushealthcarenurses Provider, Ushealthcarenurses.com may order these screenings when you register with Ushealthcarenurses.com and thereafter in connection with your continued use of our Services and/or interaction with our Site (such as by contacting or communicating with other members, posting or updating a job or profile, ordering or authorizing a Background Check, etc.).

These Preliminary Membership Screens may also regulated by FCRA, and the background reports resulting from these services may be considered "consumer reports" under FCRA.

You understand and agree that Ushealthcarenurses.com may review the information provided by the third-party consumer reporting agency and that Ushealthcarenurses.com retains the right to terminate your Ushealthcarenurses.com registration based on the information it receives from these checks, even if such information was subsequently changed or corrected. If Ushealthcarenurses.com terminates your membership or access to the Site on the basis of information in a background report, we will notify you and provide you the name and contact information of the consumer reporting agency that created the report. We will also provide you access to a copy of the report unless the consumer reporting agency has already provided you a copy or access to it. You hereby represent, understand, and expressly agree that Ushealthcarenurses.com does not have control over or assume any responsibility for the quality, accuracy, or reliability of the information included in these checks. Furthermore, any inaccuracies in the report must be addressed with the consumer reporting agency that issued it (and not Ushealthcarenurses.com) within the time period specified in your notice. Notwithstanding this, you agree that Ushealthcarenurses.com is under no obligation to reinstate any accounts it may have terminated even if the information that led to the termination is subsequently changed or corrected.

**BY AGREEING TO THESE TERMS AND USING OUR SITE, AND, IF APPLICABLE TO YOU AS A USHEALTHCARENURSES PROVIDER, SUBJECT TO YOUR ADDITIONAL AUTHORIZATION, YOU AGREE TO ALLOW USHEALTHCARENURSES.COM TO PERFORM THESE INTERNAL BACKGROUND CHECKS FOR THE PURPOSES DESCRIBED ABOVE. IF YOU DO NOT WANT THESE INTERNAL BACKGROUND CHECKS TO BE PERFORMED, YOU SHOULD NOT USE USHEALTHCARENURSES.COM.**

## **Consent to Electronic Communication**

By using the Site or Services of Ushealthcarenurses, you agree to allow Ushealthcarenurses to communicate with you electronically, and you consent to electronic delivery of notices, documents, or products (including, without limitation, reports or copies of Background Checks and Preliminary Membership Screens) from Ushealthcarenurses via the Ushealthcarenurses Site, mobile application, online messaging platform, or e-mail. You also agree to check your Ushealthcarenurses account, alerts, and messages, and the e-mail account reflected on your Ushealthcarenurses on a reasonably regular basis to stay apprised of important notices and information about your account.

## **Miscellaneous**

Nothing in this Agreement shall be construed as making either party the partner, joint venturer, agent, legal representative, employer, contractor or employee of the other. Neither party shall have, or hold itself out to any third party as having any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound. The invalidity, illegality or unenforceability of any term or provision of these Terms shall in no way effect the validity, legality or enforceability of any other term or provision of these Terms. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

## **About our Services**

Ushealthcarenurses offers various Services to help its users find, coordinate, and maintain quality care. The Services we offer include, among others:

- We provide a platform for individuals seeking care services (such as individual pediatric home healthcare, senior care, special needs and corporate care providers seeking to hire individual care providers (such as in-home care agencies, and senior living facilities) (each "Care Seekers") to post jobs on the Site, and to search for, narrow, find, and communicate with individuals and entities who provide care services ("Care Providers"), and for Care Providers to post profiles on the Site and browse, search, and apply to jobs. We also provide functionality that allows Care Seekers to search for and message other Care Seekers to help facilitate shared care services.
- We provide tools and information to help Care Seekers and Care Providers make more informed decisions, such as (i) our Safety Center at <http://www.Ushealthcarenurses/safety> which includes a safety guide and safety resources, (ii) verification dashboards on Care Provider profiles, which enable Care Seekers to check the status of a Care Provider's various verifications, and (iii) a process for Care Seekers

to obtain background check reports from third-party consumer reporting agencies on individual Care Providers who consent to the running and sharing of those reports.

- We provide a directory of entity Care Providers that operate care-related businesses such as in-home care agencies, senior care housing companies which users may contact or request information.
- We provide an online community for Registered Users to communicate and share information with other Registered Users who share a common interest or bond.
- We offer through Stripe, Inc., ("Stripe"), a third party, a service that facilitates the payment of Care Providers by Care Seekers via credit card or debit card. These payment processing services are provided by Stripe and are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the "Stripe Services Agreement"). By agreeing to these Terms, Care Providers that use the payment service also agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of Ushealthcare nurses enabling payment processing services through Stripe, you agree to provide Ushealthcare nurses accurate and complete information about you, and you authorize Ushealthcare nurses to share it and transaction information related to your use of the payment processing services provided by Stripe. Ushealthcare nurses assumes no liability or responsibility for any payments you may make through this service, and all such payments are non-refundable. Care Providers who elect to receive payments from Care Seekers through this service can also qualify for certain benefits under a program operated by Ushealthcare nurses.

Our Services continue to grow and change. Please refer to our Site for further information about the Services we provide.

## **Safety**

We background check all caregivers

During our screening process, all caregivers are required to complete our background check - BackgroundCheck - to join our platform. All caregivers then have a BackgroundCheck on their profile, which displays the date the backgroundCheck was run.

BackgroundCheck includes:

Social Security number trace

National sex offender public website search

Multi-jurisdictional criminal database search

Federal and county criminal records search

BackgroundCheck is a great start. But we strongly recommend families run checks of their own to make the best hiring decisions. We offer a suite of additional background check options for purchase,

including a Criminal+ Motor Vehicle Records check. When you run an additional check, you get access to the full report so you can make the best hiring decision for your family.

### **Prohibited uses**

In addition to other terms as set forth in the Agreement, you are prohibited from using the Services or Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services, third party products and services, or the Internet; (h) to spam, phish, pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose; or (j) to interfere with or circumvent the security features of the Services, third party products and services, or the Internet. We reserve the right to terminate your use of the Services for violating any of the prohibited uses.

### **Intellectual property rights**

"Intellectual Property Rights" means all present and future rights conferred by statute, common law or equity in or in relation to any copyright and related rights, trademarks, designs, patents, inventions, goodwill and the right to sue for passing off, rights to inventions, rights to use, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, rights to claim priority from, such rights and all similar or equivalent rights or forms of protection and any other results of intellectual activity which subsist or will subsist now or in the future in any part of the world. This Agreement does not transfer to you any intellectual property owned by UShealthcarenurses LLC or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with UShealthcarenurses LLC. All trademarks, service marks, graphics and logos used in connection with the Services, are trademarks or registered trademarks of UShealthcarenurses LLC or its licensors. Other trademarks, service marks, graphics and logos used in connection with the Services may be the trademarks of other third parties. Your use of the Services grants you no right or license to reproduce or otherwise use any of UShealthcarenurses LLC or third party trademarks.

### **Disclaimer of warranty**

You agree that such Service is provided on an "as is" and "as available" basis and that your use of the Services is solely at your own risk. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Services will meet your requirements, or that the Service will be uninterrupted, timely, secure, or error-free; nor do we make any warranty as to



the results that may be obtained from the use of the Service or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Service is done at your own discretion and risk and that you will be solely responsible for any damage or loss of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service unless stated otherwise. No advice or information, whether oral or written, obtained by you from us or through the Service shall create any warranty not expressly made herein.

### **Limitation of liability**

To the fullest extent permitted by applicable law, in no event will UShealthcarenurses LLC, its affiliates, directors, officers, employees, agents, suppliers or licensors be liable to any person for any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if the liable party has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of UShealthcarenurses LLC and its affiliates, officers, employees, agents, suppliers and licensors relating to the services will be limited to an amount greater of one dollar or any amounts actually paid in cash by you to UShealthcarenurses LLC for the prior one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

### **Indemnification**

You agree to indemnify and hold UShealthcarenurses LLC and its affiliates, directors, officers, employees, agents, suppliers and licensors harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the Services or any willful misconduct on your part.

### **Severability**

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

### **Dispute resolution**

The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of Georgia, United States without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of United States. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the courts located in Georgia, United States, and you hereby submit to the personal jurisdiction of such courts. You hereby waive any right to a jury trial in any proceeding arising out of or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

### **Changes and amendments**

We reserve the right to modify this Agreement or its terms relating to the Services at any time, effective upon posting of an updated version of this Agreement on the Services. When we do, we will revise the updated date at the bottom of this page. Continued use of the Services after any such changes shall constitute your consent to such changes.

### **Acceptance of these terms**

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By accessing and using the Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to access or use the Services.

### **Contacting us**

If you would like to contact us to understand more about this Agreement or wish to contact us concerning any matter relating to it, you may send an email to [admin@ushealthcarenurses.com](mailto:admin@ushealthcarenurses.com).

This document was last updated on May 11, 2021

## Refund policy

Since the Service offers non-tangible, irrevocable goods we do not provide refunds after the product is purchased, which you acknowledge prior to purchasing any product on the Services. Please make sure that you've carefully read service description before making a purchase.

### **Contacting us**

If you would like to contact us concerning any matter relating to this Refund Policy, you may send an email to [admin@ushealthcarenurses.com](mailto:admin@ushealthcarenurses.com)

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