

## Allied Help - Health Care Facility Agreement

Last Revised: June 14, 2024

This Health Care Facility Agreement (“**Facility Agreement**” or the “**Agreement**”) is entered into by and between all users who are independent, third-party institutional providers of medical services (including medical facilities, hospitals, and similar entities) (“**Facility**,” “**Facilities**,” “**you**” or “**your**”) and Allied Help, Inc., a Delaware corporation, (“**Allied Help**,” “**we**,” “**us**,” or “**our**”). Collectively, Allied Help and Facility are referred to as the “**Parties**.” The following terms and conditions, together with any other agreements they expressly incorporate by reference, govern your access to and use of our (i) website, <https://Allied Help.com> (“**Website**”) and all affiliated mobile applications (“**Mobile Apps**”); (ii) the services and resources available or enabled via our Website and Mobile Apps (“**Services**”); and (iii) all content, including designs, graphics, text, illustrations, icons, multimedia, and other material that can be seen or read, and all related code (“**Content**”) (collectively, the Website, Mobile Apps, Services, and Content are referred to as “**Platform**”), whether as a guest or a registered user.

Please read this Facility Agreement carefully before you start to use our Platform, whether you access it from our Website, Mobile Apps, or any other access point we may make available. By using the Platform or by clicking to accept or agree to this Agreement when this option is made available to you, you accept and agree to be bound and abide by this Agreement. BY AGREEING TO THIS AGREEMENT IN THE MANNER SPECIFIED, OR BY ACCESSING OR USING THE PLATFORM OR ANY ALLIED HELP SERVICE, YOU ACCEPT THIS AGREEMENT. IF YOU DO NOT AGREE, YOU SHOULD NOT ACCEPT AND YOU MUST NOT ACCESS OR USE THE ALLIED HELP PLATFORM.

IMPORTANT: PLEASE BE ADVISED THAT THESE TERMS, INCLUDING THE ARBITRATION AGREEMENT (SEE SECTION 7 BELOW), CONTAIN PROVISIONS THAT GOVERN HOW CLAIMS BETWEEN FACILITIES AND ALLIED HELP (INCLUDING ITS RELATED AND AFFILIATED COMPANIES) CAN BE BROUGHT. PLEASE REVIEW THE ARBITRATION AGREEMENT CAREFULLY AS IT REQUIRES FACILITIES TO RESOLVE ALL DISPUTES WITH ALLIED HELP ON AN INDIVIDUAL BASIS AND, WITH LIMITED EXCEPTIONS, THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

Terms not defined herein have the meaning ascribed to them in our Terms of Service available at <https://Allied Help.com/website-policy> (“**TOS**”). Our TOS is incorporated into the terms of this Agreement. In the event of any conflict between the terms or conditions of our TOS and this Agreement, the terms and conditions of this Agreement shall control.

This Facility Agreement is subject to change by us in our sole discretion at any time. However, such changes will not apply to arbitrations pending at the time the change is made. Please regularly check our Website or Mobile Apps to view the current Agreement. When we make changes, we will update the “Last Revised” date at the top of this Agreement and make the revised Agreement available on the Website and Mobile Apps. The Agreement will be effective: (i) immediately for Facility Users (as defined below) registering after such changes have been implemented, or (ii) 30 days after posting notice of such changes on our Website and Mobile Apps for Facility Users who have previously used our Platform (and thus agreed to the terms of any changes). We may require you to provide consent to the updated Agreement in a specified manner before we permit further use of our Platform. If you do not agree to any change(s) after receiving a notice of such change(s), please stop using our Platform. Otherwise, your continued use of our Platform constitutes your acceptance of such change(s).

# 1. Allied Help is an Online Venue.

Our Platform provides a digital marketplace that connects Facilities, who are independent, third-party institutional providers of medical services that seek to contract with independent third-party providers of medical services (including independent contractor nurses and medical technicians) willing to fill short-term staffing positions (“**Professionals**”) for the provision of health care services (“**Professional Services**”). Each Facility’s request for Professional Services submitted on our Platform is referred to as a “**Request**.” Collectively, Professionals and Facilities are our “**Users**,” and individually, Professionals are “**Professional Users**”, and Facilities are “**Facility Users**.”

The Allied Help Platform also provides a medium for Facilities and Professionals to communicate and contract with one another and to facilitate compensation from Facilities to Professionals for Professional Services. When a Facility submits a Request, and a Professional accepts that Request, the Facility User and Professional User enter into an agreement with each other. You acknowledge and agree that Allied Help is not a party to your agreement with a Professional and we disclaim all liability arising from or related to any such agreements between you and Professionals except as related to the Services provided pursuant to this Agreement. You acknowledge and agree that Allied Help does not and cannot guarantee that a Professional will be available to fulfill a Request and to perform Professional Services.

You also agree and acknowledge that Allied Help does not:

- a) Provide or request Professional Services;
- b) Have or take any responsibility or liability for any Professional Services provided by Professionals to Facilities;
- c) Provide training, equipment, materials, or supervision to Professionals;
- d) Supervise, direct, or control the manner, means, quality, timing, legality, or failure to provide Professional Services;
- e) Have control over any aspect of any feedback or ratings provided by Users; and
- f) Have control over the integrity, responsibility, or any actions of any Users.

You acknowledge that the ability to request, and if applicable, approve Professionals to provide Professional Services in connection with the use of the Platform does not establish Allied Help as a provider of healthcare services and that neither Professionals nor Facilities are actual agents, apparent agents, ostensible agents, or employees of Allied Help in any way. You further acknowledge that any safety- related effort, feature, process, policy, standard, or other effort that we undertake is solely in the interest of public safety (whether required by applicable regulations or not) and is not a factor indicating an employment or agency (actual, apparent, ostensible, or otherwise) relationship with you. We are not engaged in any activity that constitutes the practice of nursing or healthcare under applicable law, and we will not be responsible for, and will have no authority to perform and will not perform, any act that would constitute the practice of nursing or healthcare under applicable law.

## 2. Medical Facility Responsibilities.

### a. Registration.

To use our Services on the Platform, you will be required to register for and maintain an active User account (“**Account**”). A Facility may designate any representative to open and operate the Account on the Facility’s behalf. You cannot register for or maintain an Account if you have previously been banned from accessing or using the

Platform. Only Facilities organized and domiciled in the United States are authorized to establish an Account and use the Platform. Unless otherwise permitted by Allied Help in writing, Facilities may only possess one Account.

To gain access to our Platform, create an Account by accessing our Website or Mobile Apps and providing the requested information. Please note that your Account will remain inactive, until we grant approval at our sole discretion. Once you receive our notification of approval of your Account, you may start utilizing the Platform in accordance with this Agreement.

## b. Registration Data.

You agree to provide true, accurate, current, and complete information as prompted by the registration form (collectively, the “**Registration Data**”). You further agree to maintain and promptly update the Registration Data to assure that it is true, accurate, current, and complete any time you are using the Platform. We will suspend or terminate your Account if you provide 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. You are responsible for all activity that occurs under your Account, and you shall always maintain the security and secrecy of your Account username and password.

For information about how we use your Registration Data, please see our Privacy Policy available at <https://alliedhelp.net>.

## c. Staffing Requests.

### i. Content.

Each Request will be for one Professional (i.e., to retain two Professionals, two Requests must be submitted). Each Request must contain a written description that includes the type of Professional required and the nature and type of Professional Services required from the Professional (e.g., “I need a medical technician for a heart surgery”), the competencies required of the Professional, the department or division within Facility that requires the Professional Services (e.g., Department of Surgical Services), the start and end time of the Request, the location where the Professional Services must be performed, estimated hours, and other information that may be necessary to complete the Request. The terms of this Agreement shall apply to each Request, and each Request shall be considered an addendum to this Agreement.

### ii. Completed Requests.

Each Request that a Professional has accepted and has fully performed to the satisfaction of the Facility is hereinafter referred to as a “**Completed Request**.”

### iii. Recurring Requests.

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.”**

## iv. How to Submit a Request.

To submit a Request on our Platform, you must: (1) login to the Facility’s Account, where our Website or Mobile Apps will display a calendar, (2) select the date (or dates) the Facility seeks to retain a Professional to perform the Professional Services set forth in the Request, and (3) submit the Request. Your Request is not accepted for posting on our Website or Mobile Apps until you receive a confirmation email from us containing a summary of the Request and you have confirmed that all content is correct. For Recurring Requests, we will automatically schedule Requests for future days indefinitely at the frequency requested. You acknowledge and agree that we do not and cannot guarantee that the same Professional will be available for each Request in Facility’s Recurring Request.

## v. Cancelling a Request.

You may cancel a Request any time prior to the commencement of Professional Services by the Professional; however, you may be subject to a cancellation fee, as outlined in Section 6(c) herein. You shall notify us and any Professional who has accepted the Request of such cancellation as soon as practicable. Except when a Request has been canceled, you shall fulfill any Request you have submitted that has been accepted by a Professional. See Allied Help’s Community Resources for additional information.

## d. Accreditation and Onboarding.

### i. The Joint Commission Accreditation (if applicable).

If a Facility is accredited by The Joint Commission (“TJC”), it will follow all Health Care Staffing standards and performance elements set by TJC during the entire duration of this Agreement. This includes TJC’s policies on floating employees and verifying that Professionals have the necessary credentials and certifications and have demonstrated competence.

### ii. Onboarding and Orientation.

Facility shall be responsible for all matters related to the onboarding of a Professional to fulfill a Request, including orienting each Professional to the relevant unit, setting, and/or program-specific policies and procedures, and applicable patient safety protocols. Such matters may include:

- 1) Any application desired by the Facility;
- 2) Any immunization/screening requirements desired by the Facility;
- 3) Any agreements/acknowledgments (including those related to confidentiality and temporary personnel status) desired by the Facility

- 4) Any credentialing process desired by the Facility;
- 5) Any training desired by the Facility; and
- 6) Any timekeeping equipment, processes, or procedures used by the Facility.

## 3. Allied Help Responsibilities.

Allied Help will provide the digital marketplace or Platform where Users can interact and negotiate for services between themselves. As part of Allied Help's Services to allow access to the Platform for Professional Users, Facilities require Allied Help to screen each Professional. Pursuant to and consistent with TJC's accreditation requirements, federal or state law (where applicable), and the Facility's direction via this Agreement, Allied Help, either directly or through the use of third-party vendors or service providers, shall confirm each Professional's identity, competence, and credentials (including education, licensure, work history, criminal background, and credentials verification).

### a. Criminal Background Checks.

For all Professionals, unless otherwise mutually agreed by the Parties, Facility directs Allied Help to, at Allied Help's expense, perform local, state, and federal background checks, including criminal background checks for all jurisdictions of residence for the past seven years, and sex offender and violation records including the national sex offender database, in accordance with all applicable laws ("**Criminal Background Checks**"). Nothing in this section shall be interpreted as authorizing or requiring Allied Help to perform any screening activities that violate the federal Fair Credit Reporting Act, Title VII of the Civil Rights Act of 1964 or any other applicable federal or state law. At the Facility's direction, Allied Help will use its reasonable best efforts to evaluate any convictions identified from the past seven (7) years under the Green factors and determine with the Facility whether the conviction(s) should bar Professionals from being allowed to utilize the Platform or accept any Request. During the duration of any Request, Allied Help may continue to perform Criminal Background Checks of such Professional in conformity with this provision. For purposes of this section, the Green factors are the three factors utilized by the Equal Employment Opportunity Commission and other civil rights agencies to assess whether a conviction should bar an applicant from a position. These three factors are: (1) The nature and gravity of the offense; (2) The time that has passed since the offense or conduct and/or completion of the sentences; and (3) The nature of the job held or sought.

### b. No Exclusions or Sanctions.

Pursuant to and consistent with federal law, Facility Users direct Allied Help to use its commercially reasonable efforts to verify that Health Care Professionals are not listed on or added to the HHS Office of Inspector General's List of Excluded Individuals/Entities or the General Service Administration Excluded Parties List at the time of onboarding. Facility also directs Allied Help to search, with respect to each Professional, for sanctions, disciplinary, and administrative actions taken by federal and state health care regulatory authorities, including FDA, NIH, GSA, OFAC, and terrorist watch lists.

### c. Social Security Verification.

Facility directs Allied Help to execute and document social security number validation for each Professional prior to accessing the Platform.

## d. Education and Advance Practice Verification.

Facility directs Allied Help to verify each Professional's educational credentials (including any advanced practice verification), and any additional registration, licensure, or credentialing.

## e. State Licensure.

Facility directs Allied Help to take commercially reasonable steps to verify Professionals are licensed, as appropriate, with a state licensure board, and possess current state license/registration or Compact State Licensure, as applicable and appropriate for the Professional Services to be provided by Professional.

## f. Previous Work History.

Facility directs Allied Help to take commercially reasonable steps to verify Professional's relevant work and employment history, as necessary and applicable.

## g. Training and Experience.

Facility directs Allied Help to confirm training and experience for Professional's competencies.

## h. Ongoing Checks and Verification.

For the duration of any Request, Facility directs Allied Help to continue to perform ongoing checks and verifications as referenced in this Section 3 in conformity with this Agreement.

## i. Proof of Compliance.

Allied Help shall provide proof of compliance with the provisions of this Section 3 as reasonably requested by a Facility.

# 4. Collaborative Responsibilities.

## a. Incidents, Potential Claims, and Patient Safety

## Concerns.

Pursuant to TJC standards, Allied Help shall have a policy for Professionals to report the following to Allied Help and Facility, to the extent they arise out of or are related to the Professional Services of a Professional accessing the Platform: (i) any adverse or sentinel event (including any reports for any reason to any licensing body); (ii) any threatened or pending litigation or claims (including any request by counsel for any Allied Help personnel records); (iii) any patient care or safety concerns or errors; and (iv) any unanticipated deaths and other events, injuries, or safety hazards related to the health care services provided to patients (collectively, “**Incidents, Potential Claims, and Patient Safety Concerns**”). Allied Help and Facility each agree to notify the other in writing as soon as practicable, and in no event more than five (5) business days, from the time either Allied Help or Facility knows of any Incidents, Potential Claims, and Patient Safety Concerns.

### b. TJC Office of Quality Monitoring.

Either Allied Help, a Facility, or any Professional may contact TJC’s Office of Quality Monitoring directly at 800-994-6610 or by email ([complaint@jointcommission.org](mailto:complaint@jointcommission.org)) regarding any patient safety concerns. Allied Help and Facility agree that neither shall take any retaliatory and/or disciplinary action against any Professional who in good faith reports any safety or quality concerns to TJC.

### c. OSHA and CDC Regulations and Guidelines.

Pursuant to applicable law and TJC standards, Allied Help shall have a policy for Professionals to report occupational safety hazards or events that involve Professionals to Allied Help. Facility shall comply with all OSHA and Centers for Disease Control and Prevention (“**CDC**”) regulations and guidelines concerning handwashing and occupational exposure to blood borne pathogens. Professionals shall seek medical treatment (e.g., Emergency Room or Occupational Health) following any work-related injury and/or exposure, per Facility policy. Facility agrees to cooperate with Allied Help in the investigation of any occupational health or safety event involving any Professional.

### d. Timekeeping.

Allied Help acknowledges and understands that Facilities may require Professionals to record their time using the Facility’s timekeeping systems. However, Allied Help requires all Professionals to record time using timekeeping features in the Allied Help Platform. In the event of any dispute regarding time worked by a Professional, Allied Help’s timekeeping data shall be considered accurate and the basis of payment to a Professional. Where requested, Professionals must also provide a fully completed hard copy, hand-signed Nursing Staffing and Assignment Staffing Sheet per California Department of Health (CDPH Form 530) or any local jurisdictional equivalent.

## 5. Professional Classification.

You are responsible for making your own decisions regarding Professionals that you engage for Professional Services. Although you require Professionals to undergo background checks and other verification processes, Allied

Help makes no representations about and disclaims all liability associated with the suitability, reliability, and timeliness of the Professional Services provided by Professionals and does not endorse or recommend any particular Professional.

Professionals are independent contractors and not employees of Allied Help. Allied Help does not set the Professional's work hours and location of work, nor is Allied Help involved in determining the type or manner of compensation to be paid for any Request. Allied Help is not required to provide Professionals with training or any equipment, tools, labor or materials needed for a particular Request. Allied Help does not dictate or control the manner and/or means by which the Professional provides the Professional Services.

You assume all liability for proper classification of Professionals as independent contractors based on applicable legal guidelines. Allied Help will not deduct any amount for withholding, unemployment, social security, or other taxes. Professional 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. You shall not require an exclusive relationship with any Professional you connected with using the Allied Help Platform. A Professional is free at all times to perform Requests, be employed by or otherwise engage with persons or businesses other than the Facility, including any competitor of the Facility.

This Agreement does not create a partnership or agency relationship between you and Allied Help. Allied Help will not enter into written or oral contracts – whether implied or express – on behalf of any Facility. Facility does not have authority to enter into written or oral contracts – whether implied or express – on behalf of Allied Help.

## 6. Fees and Invoicing.

### a. Fees for Utilizing the Allied Help Platform.

For each Request, Allied Help shall charge you, and you shall pay, the following fees for Completed Requests (collectively, the "**Fees**"):

#### i. Allied Help Fees.

Allied Help shall collect from Facilities a fee for the use of the Allied Help Services on the Platform, which shall be the "**Allied Help Marketplace Fee.**"

The Allied Help Marketplace Fee shall vary depending on the location and scope of the Request and will be listed on our Website and Mobile Apps or, if not listed on our Website and Mobile Apps, shall be communicated to the Facility by Allied Help upon submission of the Request. For a full list of our Fees, please visit our "Fee Policy" page in the Facility's Account.

Allied Help may change its Fees at any time, in Allied Help's sole discretion, provided however such modification of Fees shall not apply to any Request submitted prior to the modification.

The Allied Help Marketplace Fee is separate and distinct from the Professional Fee (defined below).



## ii. Professional Fee.

Allied Help shall collect from Facilities a fee for the Professional's performance of the Professional Services, which shall be the "**Professional Fee.**"

Allied Help calculates an estimated rate for a particular Request using base rates established through local market rates for the nature and type of Professional Services that the Professional will perform adjusted based on a number of factors such as the type of Professional required; whether the Request is recurring; location, competencies, and experience level required; and other factors. You may negotiate this rate with a Professional, choose to increase the rate suggested by Allied Help and/or include additional bonuses. You ultimately decide the rate you will pay for a particular Request ("**Facility Rate**").

The Facility Rate associated with each Request will be included as part of the Request listing, prior to a Professional's acceptance and performance of the Professional Services. The Facility Rate cannot be adjusted after a Professional has accepted and began performing the Professional Services for any particular Accepted Request.

Unless otherwise agreed by You and Allied Help in writing, You must pay Professionals an enhanced fee ("**Extended Rate**") of (i) one and one half (1.5) times the hourly Facility Rate for Professional Services worked over eight but less than 12 hours in a Request; and (ii) two (2) times the hourly Facility Rate for Professional Services worked over 12 hours in a Request.

For the purposes of receiving the Extended Rate, a "work day" begins at 12:00 p.m. and ends at 11:59 a.m.

## b. Invoicing and Payment Terms.

You shall pay the Fees pursuant to the terms attached hereto as **Appendix 1**. All Fees are in U.S. dollars, unless otherwise specified on the Website or Mobile Apps.

## c. Cancellation and Cancellation Fees.

If you need to cancel a request for Professional Services, you can do so at any time before the Professional begins working. However, if you cancel within 24 hours of the scheduled start time and after the Professional has accepted the Request, Allied Help will charge you a cancellation fee.

## d. Refunds.

Although Allied Help is not obligated to offer refunds or credits, we may grant them in special circumstances at our discretion, especially if we made an error. We strive to correct any mistakes we make and are made aware of. If you suspect that Allied Help has made an error in processing a payment(s), please contact us using the provided contact information herein.

## e. Taxes.

You will be liable for all transaction taxes due for the Professional Services provided by Professionals, other than taxes based on Allied Help's income. Allied Help's charges are net of any applicable Sales Tax (defined below). If any Professional Services or Allied Help's Services, or payments for Professional Services or Allied Help's Services, under the Agreement are subject to Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to Allied Help, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify Allied Help for any liability or expense Allied Help may incur in connection with such Sales Tax. Upon Allied Help's request, you will provide Allied Help with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this Section, "Sales Tax" shall mean any sales or use tax, and any other tax measured by sales proceeds, that Allied Help is permitted to pass to Allied Help's users, that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

## f. Non-Circumvention of Allied Help.

### i. Payment for Requests through the Allied Help Platform.

Our value rests in our thriving marketplace of Professionals and Facilities. You shall use the Allied Help Platform as the exclusive method for paying Professionals for Requests that you secure through the Platform. Further, for 12 months from the date of the last Request fulfilled by a Professional ("**Non-Circumvention Period**"), you shall use the Platform as the exclusive method to: (1) make all payments for Professional Services from a Professional that you first engaged through the Allied Help Platform; and (2) engage directly or indirectly for Professional Services with any Professional that you first connected with through the Platform ("**Allied Help Relationship**").

### ii. Violation of Non-Circumvention.

For clarity, it is a violation of this Agreement during the Non-Circumvention Period: (1) to knowingly offer a payment of Professional Fees outside of the Platform for any Request you listed on our Platform; (2) for you to knowingly offer any such payment to Professionals; or (3) for you to offer to engage Professionals that you first engaged through the Platform for Professional Services through any means, except the Allied Help Platform or with Allied Help's prior written consent.

### iii. Opting Out.

You may opt-out of the restriction in Section 6(f)(i)-(ii) with respect to any Allied Help Relationship if you or the Professional first pay Allied Help an opt-out fee for such Allied Help Relationship ("**Opt-Out Fee**"). The Opt-Out Fee is computed as: 16% of the anticipated annualized salary or wages for one year if the Facility offers the Professional regular or per diem employment. Allied Help, in its sole discretion, may determine whether a User violated Section 6(f)(i)-(ii). In the event a violation is identified, Allied Help or its affiliates may elect, in its sole discretion, to: (1) send you an invoice for the Opt-Out Fee (including interest), which you shall pay within 30 days; (2) terminate your Account and revoke your authorization to use our Platform; and/or (3) charge you for all losses, costs, and reasonable

expenses (including reasonable attorneys' 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 support@alliedhelp.net.

## iv. Ancillary Agreement.

You acknowledge and agree that the main business purpose of this Agreement is to commemorate the Services provided through Allied Help and its Platform, and that this Non-Circumvention section is ancillary, subordinate, and collateral to that main business purpose.

## g. Disputes Regarding Time Worked.

In the event that any hours worked by a Professional are disputed, you must raise the dispute within 10 days of the completion of the Request. Only time that is disputed in good faith may be withheld, pending resolution of the dispute. All other amounts remain payable. Furthermore, you acknowledge that interest may be charged for late payments, and in the event that you fail to make payment within the specified time frame, Allied Help reserves the right to take necessary steps to collect payment, including incurring costs for collection. You shall be responsible for any costs incurred in the collection process.

# 7. ARBITRATION.

**PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS, INCLUDING THE RIGHT TO A JURY TRIAL.**

**THE PARTIES AGREE THAT THIS ARBITRATION AGREEMENT IS THE SOLE AND EXCLUSIVE DISPUTE RESOLUTION PROVISION THAT APPLIES TO FACILITIES AND SUPERSEDES ANY OTHER ARBITRATION AGREEMENT CONTAINED IN ANY OTHER AGREEMENT, INCLUDING THE ARBITRATION PROVISION CONTAINED IN THE TERMS OF SERVICE.**

**THIS ARBITRATION AGREEMENT IS INTENDED TO BE A COMPLETE AND EXCLUSIVE STATEMENT OF THE PARTIES' AGREEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS COMMUNICATIONS, REPRESENTATIONS, OR AGREEMENTS, WHETHER ORAL OR WRITTEN.**

## a. Exclusive Dispute Resolution Mechanism.

The parties agree that to the greatest extent permitted by applicable law, all disputes, claims, or controversies arising out of or relating to this Agreement, or the breach, termination, or invalidity hereof, whether based on contract, tort, statute, fraud, misrepresentation, or any other legal theory, (each, a "**Dispute**") between the Parties (or their representatives, successors, or insurers) will be resolved under the provisions set forth in the sections below, which shall be the exclusive mechanism for resolving any dispute that may arise from time to time between the parties ("**Arbitration Agreement**"). THE PARTIES UNDERSTAND THAT BY AGREEING TO THESE TERMS, THEY ARE GIVING UP THE RIGHT TO A JURY TRIAL OR TO FILE A LAWSUIT IN COURT AGAINST THE OTHER, regarding any claims covered by this Arbitration Agreement. This section on arbitration applies to Allied Help and its related and affiliated companies, including but not limited to Allied Help's past and present shareholders, directors, officers, employees,

alleged agents, contractors, insurers, parent companies, subsidiaries, affiliates (including Frontline Health, Inc.) divisions, successors, and assigns.

## b. Dispute Notice.

The Allied Help Center (<https://help.alliedhelp.net>) is the first step to find comprehensive answers to any issues and inquiries that you may encounter. You can quickly find answers to questions by searching for articles in the search field at the top of the Help Center page. If the issue is not resolved by searching through the Help Center, our comprehensive customer success team can usually resolve the vast majority of your issues while providing friendly and efficient service. They are thoroughly trained on Allied Help's Platform and how to provide a premium service experience. You can reach the customer success team by chat, email, or phone. If the customer success team cannot resolve the Dispute and you would like to proceed with a claim, you must send a written notice to Allied Help of any Dispute ("**Dispute Notice**"). The Dispute Notice shall contain: (i) a written description of the claim or dispute, supporting information, and relevant documents; (ii) a statement of the proposed resolution or relief you are requesting; and (iii) your name and mailing address. Any Dispute Notice to Allied Help must be sent to Ascension Medical Technologies LLC., Attn: Legal Department, PO Box 80863, Phoenix, AZ 85060. Allied Help will assign your Dispute to a designated representative who will contact you to try to resolve the Dispute. You and Allied Help agree to work together in a good faith attempt to resolve the Dispute, and no litigation or arbitration may be commenced until 30 days after the Dispute Notice is received by Allied Help (the "**Dispute Resolution Period**"). This Dispute Notice provision is an express condition precedent to litigation or binding arbitration of any Dispute. Notwithstanding anything herein to the contrary, any dispute between the parties regarding whether the conditions precedent in this paragraph have been met shall be submitted for resolution to a court of competent jurisdiction.

## c. Litigation or Arbitration as a Final Resort.

If the Parties cannot resolve the Dispute during the Dispute Resolution Period, then after the Dispute Resolution Period has expired, you may either (i) commence binding arbitration, or (ii) file a claim in small claims court in a court of competent jurisdiction if the amount of your claim does not exceed the applicable small claims court limitation. THESE ARE THE EXCLUSIVE MECHANISMS FOR RESOLVING DISPUTES.

## d. Arbitration Rules and Governing Law.

For Disputes arising in California, the arbitration will be administered by ADR Services, Inc. ("**ADR**") in accordance with ADR's Arbitration Rules (the "**ADR Rules**") in effect at the time that the claim is brought unless the parties agree otherwise in writing. The ADR Rules are available at [www.adrservices.com](http://www.adrservices.com) or by searching for "ADR Arbitration Rules" using a service such as [www.google.com](http://www.google.com) or [www.bing.com](http://www.bing.com). The arbitration shall be heard by one arbitrator (the "**Arbitrator**") selected in accordance with the ADR Rules.

For Disputes arising outside of California (or for disputes arising in California only if ADR cannot or will not administer the arbitration), the parties shall be required to meet and confer to select a neutral arbitration provider. Such an arbitration provider shall have operations in the state where the Dispute arises. If the parties are unable to mutually agree upon an arbitration provider, then either party may invoke 9 U.S.C. § 5 to request that a court of competent

jurisdiction appoint an arbitration provider with operations in the state in which the dispute arises. Any arbitration provider appointed by a court under 9 U.S.C. § 5 shall conduct arbitration solely on an individualized basis. Once the parties mutually agree upon a neutral arbitration provider, or an arbitration provider is appointed under 9 U.S.C. § 5, the ensuing arbitration shall commence pursuant to the rules of the designated arbitration provider, except as designated herein. Once an arbitration provider is agreed upon or appointed, an arbitrator shall be appointed. The arbitrator will be either (1) a retired judge, or (2) an attorney licensed to practice law in the state where the arbitration is conducted with experience in the law underlying the dispute. The Parties will select the arbitrator from the applicable arbitration provider's roster of arbitrators. If the parties cannot agree on an arbitrator after a good faith meet and confer effort, then the applicable arbitration provider will appoint the arbitrator in accordance with its rules.

Notwithstanding any choice of law or other provision in these terms, the parties agree and acknowledge that this Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. §1 et seq. ("**FAA**"), will govern its interpretation, enforcement, and proceedings. The parties intend to be bound by the FAA for all purposes, including interpretation, implementation, enforcement, and administration of this Agreement. The FAA and the arbitration provider's rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and applicable arbitration provider's rules are found to not apply to any issue regarding the interpretation or enforcement of this Agreement, then that issue shall be resolved under the laws of the state where you reside when you accept these terms.

## e. Decisions Regarding Arbitrability.

The Parties agree that the arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Agreement, including any claim that all or any part of this Agreement is void or voidable. The arbitrator will also be responsible for determining all threshold arbitrability issues, including whether the Agreement or these terms are unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel. This provision does not apply to exceptions set forth in Section 7(b) regarding whether the conditions precedent to arbitration have been met, which interpretation, applicability, enforceability or formation are to be determined by a court of competent jurisdiction and not the arbitrator.

## f. Arbitration Process.

In order to initiate arbitration following the conclusion of the Dispute Resolution Period, a Party must provide the other Party with a written demand for arbitration and file the demand with the applicable arbitration provider, as determined by Section 7(d). A Party initiating an arbitration against Allied Help must send the written demand for arbitration to Ascension Medical Technologies LLC., Attn: Legal Department, PO Box 80863, Phoenix, AZ 85060, or serve the demand on Ascension Medical Technologies LLC's registered agent for service of process, c/o Ascension Medical Technologies LLC. (the name and current contact information for the registered agent in each state are available online here). Additionally, a party initiating an arbitration against Allied Help must send an electronic version of the demand for arbitration to the arbitration provider and send an electronic version of the as-filed demand to support@alliedhelp.net.

## g. Arbitrator's Decision.

The arbitrator's decision will be final and binding on the Parties. The arbitrator will provide a reasoned written opinion supporting the decision. The arbitrator can award damages and other relief authorized by applicable law. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Judgment on the award rendered by the arbitrator will be binding and final, and may be entered in any court having jurisdiction. Except as required by law, neither the Parties nor the arbitrator may disclose the existence, content, or results of any arbitration under this Agreement without the prior written consent of both Parties.

## h. Application to Third Parties.

This Agreement shall be binding upon and include any claims brought by or against any third parties, including but not limited to their spouses, heirs, third-party beneficiaries (including Allied Help's related and affiliated companies, past and present shareholders, directors, officers, employees, alleged agents, contractors, insurers, parent companies, subsidiaries, affiliates, divisions, successors, and assigns), where their underlying claims arise out of or relate to the use of the Platform. To the extent that any third-party beneficiary to this Agreement brings claims against the Parties, those claims shall also be subject to this Agreement.

## i. Exceptions to Arbitration.

Notwithstanding the foregoing, each Party has the right to apply to any court of competent jurisdiction for interim relief necessary to preserve the Party's rights, including pre-arbitration injunctions, and such request will not be deemed incompatible with, or a waiver of, this Agreement.

This Agreement shall not require arbitration of the following claims: (1) claims brought in small claims court pursuant to Section 7(c) so long as the matter remains in such court; (ii) claims of sexual assault or sexual harassment occurring in connection with your use of the Platform; and/or (iii) injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. Such claims may be brought and litigated in a court of competent jurisdiction on an individual basis only and cannot be brought as a class, collective, coordinated, consolidated, mass, and/or representative action.

The Parties' agreement not to require arbitration in this Section 7(i) does not waive the enforceability of this Agreement as to any other provision, which will continue to apply in court as well as in arbitration), or the enforceability of this Agreement as to any other controversy, claim, or dispute.

## j. Arbitration Costs.

For Disputes between Allied Help and Facilities, the Parties shall evenly split all filing fees, arbitrator's fees, arbitration expenses, and any other costs unique to the arbitration hearing. Each Party shall pay its own deposition, witness, expert, attorneys' fees, and other expenses to the same extent as if the matter were being heard in court. However, if any Party prevails on a statutory claim that affords the prevailing party the right to recover attorneys' fees and costs, or if there is a written agreement providing for attorneys' fees and costs to be awarded to the prevailing party, the arbitrator may award reasonable attorneys' fees in accordance with the applicable statute or written agreement. The arbitrator shall resolve any dispute regarding the reasonableness of any fees or costs awarded under this section.

Any disputes regarding a party's obligation to pay any arbitration fees or costs that arise after an arbitrator is appointed shall be determined solely by the arbitrator based on applicable law.

## k. Severability and Survival.

This Agreement shall survive the termination of the User's use of the Platform. If any provision of these Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law.

## 8. Allied Help Representations, Warranties, and Disclaimers.

None of Allied Help, any of its principals, or any of its employees performing the Services under this Agreement, has a personal or other business relationship with any Facility department participating in this Agreement or authorizing the payment of the Services under the Agreement, other than the relationship created pursuant to this Agreement and the Services provided hereunder; provided, however, nothing in this Agreement prohibits any Allied Help principal, employee, or agent from receiving health care services from Facility.

Allied Help represents and warrants that as of the execution of this Agreement, neither it nor, to its knowledge, any of its directors, officers, or employees providing Services hereunder has ever been suspended, excluded, barred, or sanctioned by OIG/GSA or ever been convicted of a criminal offense related to health care. Allied Help shall notify Facility promptly following discovery that any such action is proposed or taken against any of the foregoing.

EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE, ALLIED HELP DISCLAIMS ALL OTHER WARRANTIES. WITHOUT LIMITING THE FOREGOING, ALLIED HELP DOES NOT GUARANTEE THE AVAILABILITY, QUALITY, SUITABILITY, SAFETY, OR ABILITY OF ANY PROFESSIONAL OR PROFESSIONAL SERVICES. FACILITIES AGREE THAT THE ENTIRE RISK ARISING OUT OF ANY PROFESSIONAL SERVICES OR OTHER SERVICES PROVIDED TO ANY FACILITY IN CONNECTION WITH THE USE OF THE PLATFORM REMAINS SOLELY WITH FACILITY AND WITH PROFESSIONAL, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. ALLIED HELP DOES NOT CONTROL, MANAGE, OR DIRECT ANY PROFESSIONALS. PROFESSIONALS ARE NOT ACTUAL AGENTS, APPARENT AGENTS, OSTENSIBLE AGENTS, OR EMPLOYEES OF ALLIED HELP.

## 9. Questions & Concerns.

If Facility has questions, complaints, or claims with respect to our services under this Agreement, please contact us at the contact information below. We will do our best to address Facility's concerns. If Facility believes Facility's concerns were not addressed completely, we invite Facility to let us know for further investigation.

Mail:

Ascension Medical Technologies LLC

Attn: Support

PO Box 80863 Phoenix, AZ 85060

Email: [support@alliedhelp.net](mailto:support@alliedhelp.net)

Phone: (623) 624-8006

## 10. Compliance.

### a. Access to Books and Records.

To the extent required by applicable law, until the expiration of four (4) years after the furnishing of Services pursuant to this Agreement, the parties shall upon written request, make available to the Secretary of Health and Human Services or the Comptroller General or their duly authorized representative the contract, books, documents, and records necessary to verify the nature and extent of the cost of such Services. If either party carries out any of its obligations under this Agreement by means of a subcontract with a value of \$10,000 or more, that party agrees to include this requirement in any such subcontract.

### b. HIPAA.

The parties acknowledge that Facility is a "Covered Entity" as that term is defined at 45 C.F.R. § 160.103. As such, the parties agree to comply with applicable requirements of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d et seq. ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act, as each may be amended from time to time, and any current and future regulations promulgated thereunder, including without limitation the federal privacy regulations contained at 45 C.F.R. Part 160 and Part 164, Subpts. A and E (the "Federal Privacy Regulations"), the federal security standards contained at 45 C.F.R. Part 160 and Part 164, Subpts. A and C, the federal breach notification rules contained at 45 C.F.R. Part 160 and Part 164, Subpts. A and D, and the federal standards for electronic transactions contained at 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "**HIPAA Requirements**." The parties agree that Allied Help does not require access to and will not receive Protected Health Information, as defined in the Federal Privacy Regulations, to provide the services hereunder, and accordingly is not a Business Associate of Facility. To the extent Allied Help requires access to Protected Health Information, the parties agree, prior to providing or receiving such access, to enter into any additional agreements as may be required to protect the confidentiality and security of Protected Health Information, including a Business Associate Agreement. For purposes of HIPAA, Professionals are considered members of Facility's "Workforce," as that term is defined at 45 CFR 160.103.

### c. Fraud and Abuse.

The parties expressly acknowledge that they intend that the compensation payable hereunder is fair market value for the services rendered, and that nothing contained herein shall require referrals for services between the parties. Neither party will knowingly or intentionally conduct itself in such a manner as to violate any federal or state law, rule or regulation applicable to the services rendered hereunder, including but not limited to any fraud and abuse provisions relating to the Medicare and Medicaid Programs. The parties also agree that the benefits to either party hereunder do not require, are not payment for, and are not in any way contingent upon the admission, referral, or



other arrangement for the provision of any item or service reimbursed under any federal or state health care program, including, without limitation, Medicare or Medicaid.

## 11. INDEMNIFICATION.

### a. By Facility.

Facility Users agree to indemnify, hold harmless and defend Allied Help, its affiliates and their trustees, officers, agents and employees from any claim, action, investigation or proceeding (“Claim”) arising out of or related to their Request, including but not limited to Claim(s) related to the Professional Services provided by any Professional pursuant to a Request, personal injury, death, property damage, as well as any Claim(s) 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 Allied Help 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, workers’ compensation benefits, unemployment benefits, or any other employee benefits.

### b. Mutual Indemnity.

Subject to the limitation of liability provision outlined in this Agreement, each party shall indemnify, defend, and hold harmless the other party, its affiliates and their trustees, officers, agents and employees, from any judgments, damages, costs and expenses, including reasonable attorneys’ fees, from any Claim to the extent arising out of its own grossly negligent acts or omissions or willful misconduct in the performance of this Agreement.

### c. Indemnification Process.

The indemnified party shall: (i) provide prompt, written notice to the indemnifying party of any Claim arising out of the indemnified activities within such a period of time as to not materially prejudice the rights of the indemnifying party; (ii) assist the indemnifying party, at the indemnifying party’s reasonable expense, in the preparation and defense of any such Claim; and (c) not compromise or settle such Claim without the indemnifying party’s written consent, which shall not be unreasonably withheld. Furthermore, the indemnifying party shall not compromise or settle any Claim without the indemnified party’s written consent, which shall not be unreasonably withheld. Nothing herein shall prohibit the indemnified party participating, at its own expense, in the defense of any claims through counsel of its own choosing.

## 12. Notification of Claims.

The parties agree to notify each other as soon as possible in writing of any incident, occurrence, or Claim arising out of or in connection with this Agreement that could result in a liability or claim of liability to the other party. Further, the

notified party shall have the right to investigate said incident or occurrence and the notifying party will cooperate fully in this investigation.

## 13. LIMITATION OF LIABILITY.

WITHOUT LIMITING THE DISCLAIMERS AND LIMITATIONS IN THE TOS OR ANY OTHER PART OF THIS AGREEMENT, ALLIED HELP SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY, OR LOSSES OF ANY KIND ARISING OUT OF PROFESSIONAL SERVICES OR ANY OTHER ACT, OMISSION, TRANSACTION, OR RELATIONSHIP BETWEEN ANY FACILITY AND ANY PROFESSIONAL. THE FOREGOING LIMITATIONS APPLY TO ANY DAMAGE, LIABILITY, OR LOSS; WHETHER CHARACTERIZED AS DIRECT, CONSEQUENTIAL, SPECIAL, OR OTHERWISE, EVEN IF ALLIED HELP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALLIED HELP SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND ALLIED HELP'S REASONABLE CONTROL.

THE LIMITATIONS AND DISCLAIMERS IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, ALLIED HELP'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON ALLIED HELP'S CHOICE OF LAW PROVISION SET FORTH HEREIN.

## 14. Insurance.

### a. Professionals.

As independent contractors, Professionals are not employees of Allied Help and are not covered by any insurance that may be provided by Allied Help to its employees, including, without limitation, health insurance, workers' compensation insurance, general liability insurance, and automobile liability insurance. Professionals are solely and exclusively responsible for maintaining their own insurance, including workers' compensation or occupational accident insurance. In the event Professionals are injured while providing a Professional Service in the course and scope of a Request, Professional will not be covered by any workers' compensation insurance coverage that Allied Help may provide to its employees. Further, in the event that any Professional's actions or inactions cause an injury to a third party while Professional is providing a Professional Service in the course and scope of a Request, Professional will not be covered by any general liability, professional liability, or automobile liability insurance coverage that Allied Help may have. Allied Help makes no commitment to defend and/or indemnify Facility in such circumstances, and specifically denies such obligation.

### b. Required Coverage.

During the term of this Agreement, Allied Help and Facility each shall maintain the following insurance coverage with limits not less than the amount specified:

Commercial General Liability insurance coverage with limits of \$3,000,000 per occurrence and \$5,000,000 in the aggregate. The required limits may be satisfied in combination of both primary and excess insurance.

Professional Liability/Errors and Omissions insurance, with minimum limits of \$3,000,000 for each wrongful act and \$5,000,000 in the aggregate. Claims-made coverage is permitted, provided the policy retroactive date for coverage is no later than the commencement date of this Agreement and is continuously maintained during all periods in which Facility is utilizing Allied Help's Services through the Platform. Coverage shall stay in force with the retroactive date maintained for an additional period of three years after such Services have been rendered pursuant to this Agreement.

In addition, Facility shall maintain Workers' Compensation with statutory limits and Employers Liability with limits of \$500,000 per accident, \$500,000 per illness per employee and \$500,000 per illness aggregate. Facility agrees to waive all rights of recovery and shall cause its insurers to waive all rights of subrogation against Allied Help, its officers, directors, employees and agents with regard to loss, damage, claims, suits or demands related to injuries to Professionals while providing services to Facility.

Any self-insurance arrangement must be through an actuarially sound program of self-insurance.

Each Party shall make a reasonable effort to provide written notice to the other Party prior to any adverse material change in the required insurance.

Prior to execution of the Agreement, each Party, upon request from the other Party, shall furnish certificates of insurance that provide sufficient information to verify that it has complied with the insurance requirements of this Agreement.

## 15. Independent Parties.

EACH PARTY SHALL BE CONSIDERED TO BE AN INDEPENDENT PARTY AND SHALL NOT BE CONSTRUED TO BE AN AGENT OR REPRESENTATIVE OF THE OTHER PARTY, AND THEREFORE, NEITHER PARTY HAS ANY LIABILITY FOR THE ACTS OR OMISSIONS OF THE OTHER PARTY. IN ADDITION, NEITHER PARTY, NOR ANY OF ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, SHALL BE

DEEMED TO BE EMPLOYEES OR AGENTS OF THE OTHER PARTY. THEREFORE, NEITHER PARTY NOR ANY OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS, SHALL BE ENTITLED TO COMPENSATION, WORKERS' COMPENSATION, OR EMPLOYEE BENEFITS OF THE OTHER PARTY BY VIRTUE OF THIS AGREEMENT.

## 16. Assignment and Binding Effect.

You may not assign these terms without Allied Help's prior written approval. Allied Help may assign these terms without your consent to: (a) a subsidiary or affiliate; (b) an acquirer of Allied Help's equity, business, or assets; or (c) a successor by merger. Any purported assignment by you in violation of this section shall be void. If an assignment, subcontract, or transfer of rights does occur in accordance with this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

## 17. Waivers.

Any waiver by Allied Help of any terms or provisions hereof shall not constitute a waiver of such term or provision for any other purposes.

## 18. Construction of Agreement.

The headings used in this Agreement have been prepared for the convenience of reference only and shall not control, affect the meaning, or be taken as an interpretation of any provisions of this Agreement. This Agreement has been prepared on the basis of mutual understanding of the Parties and shall not be construed against either Party by reason of such Party's being the drafter hereof.

## 19. Use of Name or Marks.

Neither party shall use the other party's name, logos or trademarks in any manner, including without limitation in any advertising, promotional material, press release, publication, public statement or announcement, or through any form of other media, written or oral, without the prior written consent of the other party, which consent may be granted or withheld in such other party's sole and absolute discretion. Notwithstanding this limitation, Allied Help may include the name, address and telephone number (but not any logos or trademarks) of Facility in listings or marketing materials distributed by Allied Help referencing Facility in as a customer and user of the Services provided pursuant this agreement.

## 20. Non-Exclusivity.

Unless specially agreed to by the Parties herein, this Agreement is a non-exclusive offer for Facility to obtain access to the Platform and Services provided by Allied Help. Facility is free to contract with any other entity for services that are similar or identical to the Services described herein.

## 21. Google Maps Features and Content

Certain features of the Platform may include Google Maps features and/or content. Use of Google Maps features and content is subject to the then-current versions of the: (1) Google Maps/Google Earth Additional Terms of Service at [https://maps.google.com/help/terms\\_maps.html](https://maps.google.com/help/terms_maps.html); and (2) Google Privacy Policy at <https://www.google.com/policies/privacy/> (together, the "Google Terms"). Allied Help may, at its election, suspend or terminate your access to the Platform if it determines, in its sole discretion, that you have violated the Google Terms

# Appendix 1: Facility Payment Terms

# 1. Payment Method

When Facility creates an Account, Facility must provide us with information from a valid credit card (Visa, MasterCard, or any other issuer accepted by us) or automated clearing house account ("**Payment Provider**" and "**Payment Provider Account**"). We may, in our sole discretion, waive the requirement in the previous sentence, in which case we will invoice Facility as described in Section 2, herein (Invoicing). If Facility provides us with Facility's Payment Provider Account, please note that Facility's Payment Provider agreement governs Facility's use of the designated Payment Provider Account. Facility must refer to that agreement to determine Facility's rights and liabilities. By providing us with Facility's Payment Provider Account, Facility agrees that our third-party payment processor and we are authorized to immediately charge Facility's Payment Provider Account for all charges due and payable to us and to the Professional in connection with Facility's Account, and that no additional notice or consent is required.

By submitting a Request, Facility represents that Facility is an authorized user of the Payment Provider Account provided. Please note that we cannot control, and disclaim all liability associated with, any fees that may be charged by Facility's bank in relation to our collection of the Fees. If the Payment Provider or Payment Provider Account is expired, invalid, or otherwise not able to be charged, Allied Help will use a secondary payment method in the Account, if available.

Allied Help's payments processor is Stripe, which charges the following fees:

- Credit card transactions: \$0.15 + 2.9% (or 3.5% for AMEX)
- ACH debit (auto debit of customers bank account): \$0.15 + 0.8%

# 2. Invoicing

If Facility does not wish to provide us with Facility's Payment Provider Account, Facility must notify us when Facility creates Facility's Account. We may, in our sole discretion, enter our Payment Provider Account in Facility's Account, and in turn, invoice Facility on a monthly basis for the Fees charged to that Account ("**Monthly Invoice**"). Facility agrees to pay each Monthly Invoice within ten (10) days from either: (a) the date that we display the Monthly Invoice in Facility's Account or, if earlier, (b) the date Facility receives the Monthly Invoice from us.

For invoicing (net terms) we add a 4% fee to the gross amount of the invoice.

- If Facility is on invoicing and pays via credit card through our Website or Mobile Apps, Facility will be charged the respective credit card fees above (2.9% or 3.5%) in addition to the 4% invoicing fee.
- If Facility is on invoicing and pays via check to our lockbox or ACH/wire, there are no fees on top of the base 4% invoicing fee.

# 3. Payment of Fees

We will make our fee schedule available to Facility when Facility creates an Account. For each Request Facility submitted, Facility will be charged the applicable Fees, which shall be initiated two (2) business days following the Request marked as a Completed Request on our Website or Mobile Apps. For clarity, if Facility submitted a Recurring Request, Facility will mark each date the Professional Services were performed as a Completed Request on our Website or Mobile Apps, and the applicable Fees charged to Facility shall be initiated two (2) business days from the end-time for each date that Professional Services were marked as a Completed Request on our Website or Mobile Apps. For example, if Facility submitted a Recurring Request for every Tuesday from 4PM-5PM for the next four weeks, and the Professional Services were performed to Facility's satisfaction on the first Tuesday of those four weeks, Facility must mark the Request for that date as a Completed Request on our Website or Mobile Apps, and Fees charged to the Facility shall be initiated on 5PM the following Thursday (i.e. two (2) business days from 5PM on Tuesday). Paid Fees are final and non-refundable, unless otherwise determined by Allied Help.

## 4. Payment Changes

Facility agrees to immediately notify us of any change in Facility's Payment Provider Account, including Facility's billing address, used for payment hereunder. We reserve the right, at any time, to change our prices and billing methods, either immediately or upon posting on Our Properties or by email delivery to Facility.