

Talentcare Terms of Use

This Terms of Use Agreement (this “Agreement”) is a legal agreement between you (“you” or “your”) and Talentcare, LLC, its affiliates, and each of their respective successors and assigns (collectively, “Talentcare”) governing your use of (i) all services developed, operated, or maintained by Talentcare, or accessible via www.talentcare.com, www.talentcare.us, www.tc1.us, or any other web site or IP address designated by Talentcare from time to time (the “Site”), (ii) the Content (as defined below) contained therein, including manuals, policies, procedural guides and other printed communications, and (iii) any offline components provided by Talentcare for use in connection therewith (collectively, the “Service”). Content available through the Site has been prepared by Talentcare for informational purposes and is not legal advice. Your use of the Site or the Content is not intended to create, and receipt of it does not constitute, an attorney client relationship. You should not act upon the information contained in the Site without seeking advice from a lawyer licensed in your own state or jurisdiction.

BY USING THE SERVICE, OR DOWNLOADING, INSTALLING, ACTIVATING OR USING ANY CONTENT AVAILABLE THROUGH THE SITE, YOU ARE AGREEING THAT YOU HAVE READ, AND AGREE TO COMPLY WITH AND BE BOUND BY, THE TERMS OF THIS AGREEMENT IN THEIR ENTIRETY WITHOUT LIMITATION OR QUALIFICATION AS WELL AS TALENTCARE’S PAYMENT AND REFUND POLICIES AND ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND TALENTCARE’S PAYMENT AND REFUND POLICIES AND TO FOLLOW ALL APPLICABLE LAWS, DO NOT ACCESS THE SITE OR USE THE SERVICE.

1. License Grant

Subject to the terms and conditions of this Agreement, Talentcare hereby grants you a limited, non-exclusive, nontransferable, license to access and use the Service solely on a server controlled by Talentcare and solely for your own purposes. All rights not expressly granted to you are reserved by Talentcare and its licensors. The license granted herein is expressly conditioned on your continued compliance with the terms and conditions of this Agreement.

2. Restrictions on License Grant

Your use of the Service is limited to the scope of the license granted in this Agreement and this Agreement does not permit you to use the Service other than as provided herein. You acknowledge that the Service constitutes valuable trade secrets and/or the confidential information of Talentcare or its licensors. You acknowledge and agree that except as otherwise authorized under this Agreement or otherwise specified in writing between the parties:

- a. You shall not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, grant a security interest in, or otherwise transfer any rights to, or commercially exploit, the Service or any information, documents, software, products and services contained or made available to you in the course of using the Service (the “Content”) or use the Service to run or as part of a service bureau, outsourced, or managed services arrangement;
- b. You shall not republish, upload, post, transmit or distribute the Service or the Content in any way;

- c. You shall not modify, translate, alter, adapt, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction), reproduce, distribute or display, or create derivative works, compilations or collective works based on the Service or the Content;
- d. You shall not provide, any Protected Health Information (“PHI”) as that term is defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) or Sensitive Personal Information (“SPI”) consisting of date of birth, social security number, driver’s license or other state-issued identification number, or financial account information into or through the Service;
- e. You shall not knowingly or negligently permit other individuals or entities to use or copy the Service, or create Internet “links” to the Service or “frame” or “mirror” the Service on any other server or wireless or Internet-based device;
- f. You shall not access the Service to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, (c) copy any ideas, features, functions or graphics of the Service, (d) monitor its availability, performance or functionality, or (e) for any other benchmarking or competitive purposes;
- g. You shall not access the Service if you sell or provide any service, software, or product that may compete with Talentcare’s services, software, or products (a “Competitor”);
- h. You shall not attempt to use or gain unauthorized access to data, accounts, hosts, systems or networks of Talentcare or any of its customers or suppliers, or those of any other party; breach the security of another user or system, or attempt to circumvent the user authentication or security of any host, network, or account, including, without limitation, accessing data not intended for you or logging into or making use of a server or account you are not expressly authorized to access;
- i. You shall not attempt to probe, scan or test the vulnerability of a system, account or network of Talentcare or any of its customers or suppliers, any Talentcare product or service, or those of any other party;
- j. You shall not interfere, or any attempt to interfere, with service to any user, host or network including, without limitation, mail-bombing, flooding, and attempting to deliberately overload the system or distribute programs that “crack,” or make unauthorized changes to, the software;
- k. You shall not forge any TCP-IP packet header or any part of any header information, falsify, alter or remove address information or other modification of e-mail headers; collect responses from unsolicited bulk messages, falsify references to Talentcare or the Service, by name or other identifier, in messages; impersonate any person or entity, engage in sender address falsification, forge anyone else’s digital or manual signature, or perform any other similar fraudulent activity;
- l. You shall not restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools for safety and security functions), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others’ ability to use, send, or retrieve information;
- m. You shall not restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Talentcare (or Talentcare supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Talentcare (or Talentcare supplier) facilities used to deliver the Service;

n. You shall not create or use any program, tags, markers, bots, mousetraps, highjackers or other similar computer routines or sub-routines to automatically access or manipulate the Service; and

o. You shall not knowingly use the Service to: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; or (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights.

Because of the difficulty associated with quantifying damages, in addition to any other damages to which Talentcare may be entitled, if actual damages cannot be reasonably calculated then you agree to pay Talentcare liquidated damages of \$250 for each violation of this Section 2 or the maximum liquidated damages permitted under law, whichever is greater; otherwise you agree to pay Talentcare's actual damages, to the extent such actual damages can be reasonably calculated.

3. Your Obligations

You shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You are also solely and exclusively responsible for providing and maintaining all computer hardware, telephone and other equipment necessary to operate the licensed Service and the internet service required to access the Service over the Internet. Talentcare shall have no responsibility for the procurement, operation or compatibility of your hardware or capabilities of your internet service provider.

4. Account Access

Where use of the Service is contingent on accessing an "account" and/or inserting a "user-identification" and/or "password", you agree that you will be solely responsible for the user-ids and passwords that are provided to you (as such passwords may be changed from time to time in accordance with features of the Service) to log-in to the password protected Service. If non-authorized individuals have access to your systems or to your users' user-id and password, they may be able to use the Service. You and your users shall keep any correspondence you receive relating to or through the use of the Service (including, but not limited to, your user-id, passwords, and other registration or sign-in information) confidential and in a safe place and not disclose it to any third party. You will be responsible and liable for all communications and actions that take place through the use of your user-ids, including without limitation, any actions that occur without your authorization. Accordingly, it is your responsibility to take appropriate actions immediately if any password has been stolen, leaked, compromised or otherwise used without proper consent. You shall: (i) notify Talentcare immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Talentcare immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you; (iii) notify Talentcare when you no longer require access to the Service; and (v) keep all of your profile information current.

5. Account Information and Data

In connection with your use of the Service, it may be necessary for Talentcare to obtain, receive or collect data or information, including system-specific data or information, from you as part of the Service. In such cases, you hereby grant Talentcare a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license under your copyrights and other intellectual property rights, if any, in all material and content provided to Talentcare to compile, use, distribute, display, store, process, reproduce, and create derivative works from such material and content, including without limitation

comparative data sets, statistical analyses, reports and related services utilizing aggregated data derived from data obtained from you, other Talentcare customers and other sources, in any and all media and display in any manner and on any Talentcare property to the extent necessary to provide the Service to you and as a service to its customers and future customers and in the development of products and services (the "Data"). You also grant Talentcare the right to copy and maintain such material and content on Talentcare's servers (or the servers of its suppliers) during the term of this Agreement.

6. Agency of Record.

You hereby appoint Talentcare as your Agency of Record for all purposes and authorizes Talentcare to purchase media, pay production costs, engage talent and receive historical and current production reports on your behalf, in each case subject to your prior approval. You reserve the right to cancel any such authorization, whereupon Talentcare will take all appropriate steps to effect such cancellation, provided that you will hold Talentcare harmless with respect to any costs incurred by Talentcare as a result of such cancellation. For all media purchased by Talentcare on your behalf, you agree that Talentcare shall be held solely liable to make payments to third parties only to the extent proceeds have cleared from you to Talentcare for such media purchase; otherwise, you agree to be solely liable for such payments. You agree to indemnify and hold Talentcare harmless with respect to any claims or actions by third parties against Talentcare based upon materials furnished by you or where material created by Talentcare is substantially changed by you.

7. Privacy

During your use of the Site, Talentcare may collect certain contact Information from you, such as your name and your email address. Talentcare may use this information to: (i) send you requested information; (ii) respond to customer service requests; (iii) send you a newsletter or other marketing communications; (iv) respond to your questions and concerns; (v) improve our web site and marketing efforts and otherwise assess the needs of our business; and (vi) conduct research and analysis. Talentcare may also disclose your personal information: (a) as required by law such as to comply with a subpoena or similar legal process; (b) when Talentcare believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a government request; or (c) if Talentcare is involved in a merger, acquisition, or sale of all or a portion of its assets. If you do not wish to receive marketing information from us, you may follow the unsubscribe instructions included in the emails you receive. Talentcare may provide your personal information to companies that provide services to help Talentcare with our business activities such as offering customer service or email service delivery.

8. Intellectual Property Ownership

All right, title and interest in the Service and the Site, including technology and trade secrets embodied therein and any Content or developments created or provided in connection with or related to the Service and the Site, including all copyrights, patents, trade secrets, trade dress and other proprietary rights, and any derivative works thereof, shall belong solely and exclusively to Talentcare or its licensors, and you shall have no rights whatsoever in any of the foregoing. You acknowledge that the Service constitutes a valuable trade secret and/or is the confidential information of Talentcare or its licensors. Nothing in this Agreement or otherwise will be deemed to grant to you an ownership interest in the Service, in whole or in part. All Content and materials included as part of the Service, such as text, graphics, logos, button icons, images, audio clips, information, data, forms, photographs, graphs, videos, typefaces, graphics, music, sounds, and other material, and software (the "Works") are the property of Talentcare or its content suppliers and is protected by copyrights, trademarks, trade secrets, or other proprietary rights and these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed. All

Works are copyrighted as individual works and as a collective work under the U.S. copyright laws (17 U.S.C. Section 101, et. seq.) and international treaty provisions, and Talentcare owns a copyright in the selection, coordination, arrangement and enhancement thereof. You may not modify, remove, delete, augment, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Works, in whole or in part. Any use other than as contemplated herein, including the reproduction, modification, distribution, transmission, adaptations, translation, republication, display, or performance, of the Works, except as specifically permitted herein, is strictly prohibited. You understand and acknowledge that unauthorized disclosure, use or copying of the proprietary products and services provided pursuant to this Agreement may cause Talentcare and its licensors irreparable injury, which may not be remedied at law, and you agree that Talentcare and its licensors' remedies for breach of this Agreement may be in equity by way of injunctive or other equitable relief.

9. Trademarks

The TALENCARE name and logo and all other related names, design marks, product names, feature names and related logos are trademarks of Talentcare and may not be used, copied or imitated, in whole or in part, without the express prior written permission of Talentcare. In addition, the look and feel of the Service (including all page headers, custom graphics, button icons, and scripts) constitutes the service mark, trademark and/or trade dress of Talentcare and may not be copied imitated or used, in whole or in part, without the express prior written permission of Talentcare.

10. Term; Termination; Suspension of Service

The term of this Agreement commences on your first use of the Service and continues through any subsequent use of the Service thereafter. Any unauthorized use of the Service will be deemed a material breach of this Agreement. Talentcare, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement or Talentcare's then-current payment or refund policies.

11. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority, you must immediately stop using the Service.

12. Indemnification

You shall defend, indemnify and hold Talentcare harmless from and against any and all losses, damages, liabilities, costs, judgments, charges and expenses, including reasonable attorneys' fees, arising out of or relating to any act or omission by you with respect to (i) your use of the Service or (ii) your breach or violations of this Agreement.

13. Disclaimer of Warranties

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, (A) THE SERVICE IS PROVIDED "ASIS" AND "WITH ALL FAULTS", AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TALENCARE, INCLUDING ITS AFFILIATES, SUBSIDIARIES, LICENSORS,

SUBCONTRACTORS, DISTRIBUTORS, SERVICES PARTNERS, AGENTS AND MARKETING PARTNERS) AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS AND OFFICERS (INDIVIDUALLY, A "TALENTCARE PARTY" AND COLLECTIVELY, THE "TALENTCARE PARTIES") DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SERVICE, OR OTHERWISE RELATING TO THIS AGREEMENT, INCLUDING WARRANTIES AND CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, MERCHANTABLE QUALITY, NON-INFRINGEMENT AND ACCURACY AND NONINTERFERENCE; (B) NEITHER TALENTCARE NOR ANY TALENTCARE PARTY WARRANTS THAT (i) THE SERVICE IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS, (ii) THE SERVICE WILL MEET YOUR REQUIREMENTS, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) ANY ERRORS IN THE SERVICE WILL BE CORRECTED; (C) YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, UNLESS SUCH ERRORS OR VIRUSES ARE THE DIRECT RESULT OF TALENTCARE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (D) TALENTCARE AND THE TALENTCARE PARTIES, JOINTLY AND SEVERALLY, DISCLAIM AND MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY, QUALITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF THE FORMS, DATA, REPORTS, RESULTS OR OTHER INFORMATION OBTAINED, GENERATED OR OTHERWISE RECEIVED BY YOU FROM ACCESSING AND/OR USING THE SERVICE OR OTHERWISE RELATING TO THIS AGREEMENT, AND (E) USE OF THE SERVICE IS ENTIRELY AT YOUR OWN RISK AND NEITHER TALENTCARE NOR ANY OF THE TALENTCARE PARTIES SHALL HAVE ANY LIABILITY OR RESPONSIBILITY THEREFOR.

14. Interruption of Service

YOU AGREE THAT THE OPERATION AND AVAILABILITY OF THE SYSTEMS USED FOR ACCESSING AND INTERACTING WITH THE SERVICE, INCLUDING, THE PUBLIC TELEPHONE, COMPUTER NETWORKS AND THE INTERNET OR TO TRANSMIT INFORMATION, WHETHER OR NOT SUPPLIED BY YOU OR TALENTCARE, CAN BE UNPREDICTABLE AND MAY, FROM TIME TO TIME, INTERFERE WITH OR PREVENT THE ACCESS TO AND/OR THE USE OR OPERATION OF THE SERVICE. NEITHER TALENTCARE NOR ANY OF THE TALENTCARE PARTIES SHALL BE LIABLE FOR ANY INTERFERENCE WITH OR PREVENTION OF YOUR ACCESS TO AND/OR USE OF THE SERVICE.

15. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WHATSOEVER SHALL TALENTCARE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOST TIME OR GOOD WILL, EVEN IF TALENTCARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. TALENTCARE SHALL NOT BE LIABLE FOR ANY CLAIMS AGAINST YOU BY THIRD PARTIES. IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF TALENTCARE IN CONNECTION WITH THE SERVICE AND/OR THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, EXCEED THE AMOUNT OF THE PAYMENTS MADE TO TALENTCARE FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM IN THE SIX (6) MONTHS PRIOR TO SUCH CLAIM. NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THE SERVICE MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER SUCH ACTION HAS ACCRUED. YOU ACKNOWLEDGE THAT THESE LIMITATIONS OF LIABILITY SHALL APPLY EVEN IF THE REMEDIES FAIL THEIR

ESSENTIAL PURPOSE AND THAT, WITHOUT THESE LIMITATIONS, YOU WOULD HAVE PAID A HIGHER FEE FOR THE SERVICE PROVIDED HEREUNDER. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

16. Linking Disclaimers

As a convenience to you, Talentcare may provide, through the Service, links to Web sites operated by other entities (collectively, the "Linked Sites"). If you use any Linked Sites, you will leave Talentcare's site. If you decide to visit any Linked Site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses and other destructive elements. Linked Sites, regardless of the linking form (e.g., hotlinks, hypertext links, IMG links) are not maintained, controlled or otherwise governed by Talentcare. The content, accuracy, opinions expressed, and other links provided by Linked Sites are not investigated, verified, monitored, or endorsed by Talentcare. Talentcare does not endorse, make any representations regarding or warrant any information, goods and/or services appearing or offered on any Linked Site, other than linked information authored by Talentcare. Links accessible through the Service do not imply that Talentcare sponsors, endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any Linked Site is authorized to use any trademark, trade name, logo or copyright symbol of Talentcare or any of its affiliates or subsidiaries. Except for links to information authored by Talentcare, Talentcare is neither responsible for nor will it be liable under any theory based upon (i) any Linked Site; (ii) any information or content found on any Linked Site; or (iii) any site(s) linked to or from any Linked Site. If you decide to visit any Linked Sites and/or transact any business thereon, you do so at your own risk. Talentcare reserves the right to discontinue linking to any Linked Site at any time without prior notice.

17. Notice

Talentcare may give notice by means of a general notice via the Service, electronic mail to your e-mail address on record in Talentcare's account information, or by written communication sent by first class mail or pre-paid post to your address on record in Talentcare's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Talentcare (such notice shall be deemed given when received by Talentcare) at any time by any of the following: letter sent by confirmed facsimile to Talentcare at the following fax number: (888) 785-0502; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Talentcare, LLC, 1108 Lavaca St, Austin, Texas 78701, US.

18. Our Policy Concerning Children

The Service is not intended for use by children. **USERS UNDER 18 YEARS SHOULD NOT USE THE SITE OR ACCESS THE SERVICE.** Adults should not assist unauthorized children to access the Site or use the service. Talentcare will not knowingly collect, use or disclose personally identifiable information about visitors under 18 years of age.

19. Modification to Terms

Talentcare reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

20. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of Talentcare but may be assigned without your consent by Talentcare to any party acquiring all or any part of Talentcare's assets. Any actual or proposed change in control of you that results or would result in a Competitor of Talentcare directly or indirectly owning or controlling 50% or more of you shall entitle Talentcare to terminate this Agreement for cause immediately upon written notice.

21. Customer Communications; Disclosure

From time-to-time Talentcare may ask whether or not you wish to receive marketing and other non-critical Service related communications. You may elect not to receive such communications at that time or opt-out of receiving such communications at any subsequent time by notifying Talentcare. Because the Service is a hosted, online application, Talentcare may need to notify all users of the Service (whether or not they have opted out as described above) of important announcements regarding the operation of the Service. Talentcare reserves the right to disclose that you are a user of the Service.

22. General

a. This Agreement shall be governed by Texas law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction or the United Nations Convention on the International Sale of Goods, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service, with the exception of claims for injunctive relief, shall be subject to the exclusive jurisdiction of the state and federal courts located in Austin, Texas.

b. Any cause of action you may have with respect to your use of the Service must be commenced within one (1) year after the claim or cause of action arises.

c. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provisions shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provisions, with all other provisions remaining in full force and effect.

d. It may be necessary for Talentcare to perform scheduled or unscheduled repairs, maintenance, or upgrades and such activities may temporarily degrade the quality of the Service or result in a partial or complete outage of the Service. Talentcare provides no assurance that you will receive advance notification of such activities or that the Service will be uninterrupted or error-free. Any degradation or interruption in the Service shall not give rise to a refund or credit of any fees paid by you.

e. No joint venture, partnership, employment, or agency relationship exists between you and Talentcare as a result of this agreement or use of the Service. The failure of Talentcare to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Talentcare in writing.

f. Neither party shall be liable to the other party for any failure to perform any of its obligations (except payment obligations) under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, fire, flood, war, embargo, strike, riot or the intervention of any governmental authority.

g. If you have not entered into another agreement with Talentcare regarding the subject matter contained herein, then this Agreement comprises the entire agreement between you and Talentcare and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding such subject matter. However, if you and Talentcare have entered into another agreement regarding the subject matter set forth herein that is a written and signed agreement between you and Talentcare, then this Agreement should be read and interpreted in conjunction with such agreement and, in the event of a conflict between this Agreement and a written, signed agreement between the parties, the written, signed agreement shall govern and control.

Questions or Additional Information:

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to legal@talentcare.us or call Talentcare at (888) 785-0502.