

CUETEMP, INC.

WEBSITE TERMS OF SERVICE

Welcome to CueTemp! The CueTemp website and services are provided by CueTemp, INC ("CueTemp"). These terms of service ("Terms of Service") govern your ("Your" or "You") access to and use of the services and features available on CueTemp's website located at www.CueTemp.com and all related sub-domains, mobile versions, tools, and services or through downloadable applications that CueTemp makes available to You ("Website"), including without limitation CueTemp's platform for connecting professional offices and professional independent contractors (collectively, "Services"). These Terms of Service incorporate by reference our Privacy Policy as referenced in the Website from time to time. Access to the Website, use of Services, and referrals to Offices or Professionals are subject to these Terms of Service and the CueTemp Privacy Policy available on the Website.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CREATE A BINDING CONTRACT BETWEEN YOU AND CueTemp. FURTHER, THESE TERMS OF SERVICE CONTAIN AN AGREEMENT TO ARBITRATE, WHICH REQUIRES THAT YOU AND CueTemp ARBITRATE CERTAIN CLAIMS BY BINDING, INDIVIDUAL ARBITRATION INSTEAD OF GOING TO COURT AND LIMITS CLASS ACTION CLAIMS, UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE AS DESCRIBED IN THE ARBITRATION SECTION (SEE SECTION 21 "AGREEMENT TO ARBITRATE").

Overview

CueTemp is a matching service to enable connections between professional offices seeking temporary service providers ("Offices") to provide requests for temporary services on a part-time or full-time basis (each, an "Assignment") to individuals with a professional degree or professional background, including without limitation dentists, doctors, dental assistants, physician assistants, medical secretaries and other, similarly qualified individuals ("Professionals"), as specified by CueTemp from time to time. Professionals make available their professional skills to fulfill Offices' Assignment requests in exchange for compensation agreed upon by Professionals and Offices, as discussed in more detail below. Offices and Professionals together are collectively referred to as "Users" and each individually as a "User." You are agreeing to these Terms of Service as either an Office or a Professional and, in either case, as a User.

Each User may receive ratings from other Users based on the Assignment completed hereunder, based on parameters specific to their role as either a Professional or an Office, as further specified in Section 11. CueTemp provides Offices with information about available Professionals to help Offices select Professionals and provides Professionals with information about Offices seeking help from Professionals to help Professionals decide whether to accept Assignments at Offices. An Office may make a decision based on any criteria, including without limitation cost, distance, skill level, job history, Ratings (as defined below) from other Offices, any other information listed in the Professional's Profile (as defined below), or previously completed Assignments on CueTemp. A Professional may accept an offer for Assignment based on any criteria, including without limitation immediacy, rate for the Assignment, distance, Ratings from other Professionals, or any other information listed in the applicable Office's Profile (as defined below)

CueTemp is a marketplace for Offices and Professionals to connect. CueTemp does not employ or retain Professionals and CueTemp does not provide professional services to Offices other

than the marketplace Services set forth herein. The Office is the party that contracts with the Professional to complete an Assignment, which may be scheduled through the Website. CueTemp provides a platform for making introductions and placement for Assignments between offices and professionals. CueTemp has no liability to any User with regard to the quality of the Professionals or whether any Office offers suitable Assignments for any Professional.

Acceptance of Terms

These Terms of Service are effective as of July 1, 2016 ("Effective Date"). Your continued use of the Website after the Effective Date confirms Your unconditional agreement to the Terms of Service and CueTemp's Privacy Policy regarding the Services provided by CueTemp and use of the Website. CueTemp reserves the right to update or modify these Terms of Service at any time by providing notice on the Website, and Your use of this Website following any such change constitutes Your agreement to the revised Terms of Service from and after that date. An Office and a Professional are responsible for separately agreeing to the terms of the Assignment to be provided by a Professional.

Scope of Services

CueTemp maintains the Website as a service to its visitors, subject to these Terms of Service. You are responsible for obtaining any equipment and Internet service necessary to access the Website and for paying any fees for the equipment and services You select. CueTemp may alter, suspend or discontinue this Website or the Services provided herein, in whole or in part, at any time and for any reason, without providing notice to You. The Website may also periodically become unavailable due to maintenance or malfunction of computer equipment or for other reasons including, without limitation, poor cellular network coverage or cellular network failure. CueTemp may provide access to third party services and products, or to CueTemp's products or services, from time to time, through the Website. You acknowledge that the Website is evolving and that the form and nature of the Website, including the Services accessible via the Website, may change from time to time without notice to You.

Access and Use Terms

Personally Identifiable Information

You may use this Website as a member of the general public that is not an Office or a Professional without volunteering personally identifiable information. If You are an Office or a Professional, You are required to release personally identifiable information in order to register with CueTemp and to contract with other Users for Assignments. The information that You must disclose in order to register may include, without limitation, Your name and address, e-mail address, telephone number, social security number, recent photographs, geographical location, and billing information, and such other information as determined by CueTemp from time to time such as your professional licensure and the results of any background check ("User Information"), which will be stored under Your ["Account(s)" (or "Profile(s)")] page.

Login Credentials

Login credentials will be provided by CueTemp ("Login Credentials") based on the type of access applicable to Your use of the Website (namely, whether You are utilizing our Services as an Office or a Professional). If You are the first User from an Office, CueTemp will provide You with Login Credentials for an administrator (an "Administrator"), and the Administrator may allow other Users from the same Office to create sub-accounts with additional Login Credentials representing that Office. In the event that another individual has signed up to be an Administrator for Your Office erroneously or that You have any issue with the then-current

Administrator account or Login Credentials, please contact CueTemp at [support@CueTemp.com].

You agree that You are solely responsible for protecting Your Login Credentials from unauthorized use, maintaining the confidentiality of Your Account and password, and You agree to accept responsibility for all activities that occur under Your Login Credentials. You agree to notify us immediately if You believe that any of Your Login Credentials has been or may be used without Your permission so that appropriate action may be taken. You may not (i) create more than one account to access the Website, (ii) share Your Login Credentials with any third party, or (iii) transfer Your account to any third party.

CueTemp is not responsible for any loss or damage caused by, or expense incurred by, You as a result of Your failure to safeguard Your Login Credentials. You agree that You shall not rent, resell, or remarket the Services or provide access to the Website to any third party. CueTemp reserves the right to delist any Assignment from the Website, at any time and in CueTemp's sole discretion. CueTemp may terminate Your Account at any time at CueTemp's sole discretion and with no liability to You. For example, but without limitation, CueTemp may terminate Your Account if You violate these Terms of Service or CueTemp's policies, or otherwise harm CueTemp's business interests. You may not be entitled to create a new Account to access the Website if CueTemp has terminated Your prior Login Credentials. CueTemp may also prohibit certain Users from re-registering with the Website, at CueTemp's sole discretion.

Privacy; Rights in Your Data

You hereby represent and warrant to CueTemp that (i) any User Information or other information relating to soliciting, offering, providing, or completing Assignments, as submitted to CueTemp or the Website, including without limitation User Information, is true and correct and (ii) You have the right to provide any and all of the User Information or other information listed in Your Profile and to provide access to information acquired through Your Background Check (as defined below) (collectively, "Your Information") for the purposes of these Terms of Service. You hereby grant to CueTemp a perpetual, irrevocable, royalty-free, worldwide right and license to copy, display, make derivative works of and otherwise use Your Information for any purpose, subject in all respects to CueTemp's Privacy Policy. If You object to Your Information being used in a manner permitted by these Terms of Service or the Privacy Policy, please do not use the Website or our Services. Upon termination of Your Login Credentials for any reason, You may no longer have access to any of Your Information that You provided to the Website.

Background Checks

If You are a Professional, CueTemp has the right, but not the obligation, to verify whether the information displayed in Your Profile is accurate. If You are a Professional, You hereby grant to CueTemp the right to conduct background checks on behalf of any Offices with which you may obtain Assignments through CueTemp to confirm the accuracy of any User Information that is available on Your Profile including without limitation Your name and address, e-mail address, telephone number, photographs, geographical location, billing information, Your degree-granting program(s) and year(s) of graduation, any Assignment experience, any other of Your qualifications, Your credit score and a criminal background check of You (collectively, "Background Checks"). **PROFESSIONAL HEREBY GRANTS TO CueTemp THE RIGHT TO CONDUCT A CREDIT CHECK AND A CRIMINAL BACKGROUND CHECK BY REGISTERING WITH THE WEBSITE UPON RECEIVING YOUR EXPLICIT WRITTEN OR ELECTRONIC CONSENT. PROFESSIONAL AGREES AND ACKNOWLEDGES THAT CueTemp RESERVES**

THE RIGHT TO DISTRIBUTE RESULTING INFORMATION, AS SET FORTH IN THIS PARAGRAPH, TO INTERESTED OFFICES POTENTIALLY SEEKING ASSIGNMENTS FROM YOU. For the avoidance of doubt, CueTemp is under no obligation to conduct Background Checks on Professional, but CueTemp may conduct a Background Check when a Professional first registers with CueTemp or from time to time thereafter as long as such Professional maintains an account with CueTemp.

Usage by Minors

CueTemp's Services are available only to, and may only be used by, individuals who are 18 years and older who can form legally binding contracts under applicable law. Individuals under the age of 18 can use its Services only in conjunction with and under the supervision of a parent or legal guardian. In such a case, the adult is the User and is responsible for any and all activities of the minor.

Non-Performance or Incomplete Performance of Assignments

In the event that a Professional does not perform an Assignment at all or does not perform an Assignment in its entirety and in either case has not provided sufficient advance notice of such non-performance or incomplete performance as agreed to by such Professional and the affected Office or reasonable notice in the absence of such an agreement, the affected Office may notify CueTemp. CueTemp shall include information on such non-performance or incomplete performance of Assignments in Ratings for Professionals. CueTemp reserves the right to institute other sanctions from time to time, and may, in CueTemp's sole discretion, terminate the account of any Professional that repeatedly does not perform Assignments or does not completely perform Assignments that such Professional has agreed to perform without providing sufficient advance notice. For the avoidance of doubt, any information on non-performance or incomplete performance of Assignment in Ratings for Professionals shall be construed as an evaluation of such Professional by the relevant Office and not by CueTemp.

In the event that an Office cancels an Assignment and has not provided sufficient advance notice as agreed to by such Office and the affected Professional(s) or reasonable notice in the absence of such an agreement, the affected Professional(s) may notify CueTemp. CueTemp shall include information on such cancellation of Assignments in its Ratings for Offices. CueTemp reserves the right to institute other sanctions from time to time, and may, in CueTemp's sole discretion, terminate the account of any Office that repeatedly cancels Assignments that such Office has requested without providing sufficient advance notice.

Transactions and Our Fees

An Office may submit a request for particular Assignment to CueTemp, free of charge, through the Website together with a range of hourly rates that are acceptable to the Office ("Request for Assignment" or "Request"). When CueTemp receives such a Request from an Office, CueTemp shall search for registered Professionals to find a suitable match based on the type of Assignment requested, as well as hourly rates, availability and expertise. Office may view a portion or all of the Profile, as determined by CueTemp, of potential Professionals and request access to each Professional's Ratings, User Information, and Background Check information, excluding credit checks, without additional charge to Office. Similarly, Professionals may view the Profiles of potential Offices for which they may perform Assignment, along with the Office's Ratings and User Information, without charge. THE RELEASE OF A PROFESSIONAL'S BACKGROUND CHECK INFORMATION REQUIRES THE EXPRESS WRITTEN OR ELECTRONIC CONSENT OF THE PROFESSIONAL WHOSE INFORMATION IS BEING

RELEASED. OFFICE SHALL NOT RELEASE SUCH BACKGROUND CHECK INFORMATION WITHOUT SUCH CONSENT.

When an Office submits a Request for Assignment, Office authorizes CueTemp to charge a credit card, ACH or such other payment method as may be accepted by CueTemp from time to time for a deposit of an amount equal to the total payment for the Assignment requested ("Deposit"), which is equal to the number of hours of Assignment Office has requested multiplied by the hourly rate which Office has agreed to pay, with a payroll company which CueTemp has approved in writing (the "Approved Payroll Provider"). Office shall direct the Approved Payroll Provider to directly transfer amounts to Professional based on Professional's hourly rate for services and the number of hours worked by Professional for such Office. Office shall authorize Approved Payroll Provider to pay CueTemp's commission (calculated as a portion of the Deposit as set forth on the Website at the time of Office's selection of the applicable Professional) (the "Commission") upon transfer of the Deposit to Approved Payroll Provider or at any time thereafter. For the avoidance of doubt, the payment from Office to Authorized Payroll Provider of the Commission is not a wage or other income of Professional and is instead a payment for the Services. Office shall require Approved Payroll Provider to transfer to Professional amounts equal to Professional's hourly rate multiplied by the number of hours Professional worked for Office, as Office specifies the number of hours worked by Professional to CueTemp from time to time. Office agrees that Office's sole recourse for any transfer of the Deposit from Approved Payroll Provider shall be against Approved Payroll Provider or Professional, and Office agrees to release CueTemp from any claim related to the transfer of any Deposit to Professional. Professional agrees that Professional's sole recourse for Approved Payroll Provider's refusal to transfer any portion of the Deposit shall be to obtain a written instruction from the Office or an order a court of competent jurisdiction instructing Approved Payroll Provider to transfer such funds to Professional.

An Office's failure to make a Deposit, or to otherwise pay any required fees, shall constitute a material breach of these Terms of Service.

The Office's Credit Card on file with CueTemp will be charged automatically 48 hours following the completion of the work assignment according to the professional's input of time worked if Office does not review and approve the hours worked by the professional within such 48 hour period.

The Office will be charged a minimum of 4 hours if the Office terminates a work assignment for any reason on the same day as the work assignment.

In order for an Office to use an Approved Payroll Provider's payment processing services, the Office must enter into a merchant services agreement ("MSA") with the Approved Payroll Provider and its sponsoring bank. When an Office creates an account with the Website, CueTemp will provide a weblink to the MSA with the then-current Approved Payroll Provider or will otherwise provide the MSA to the Office. By accepting these Terms of Service, Office agrees: (a) that Office has downloaded or printed the MSA, and (b) that Office has reviewed and agrees to the MSA. Please note that CueTemp is not a party to the MSA and that Office, Approved Payroll Provider and Approved Payroll Provider's sponsoring bank are the three parties to the MSA, CueTemp has no obligations or liability to Office under the MSA. If you have questions regarding the MSA, please contact Braintree at 877.434.2894.

CueTemp.com is Only a Marketplace for Offices and Professionals

CueTemp is a communications platform for enabling connections between Offices seeking Professionals for the completion of short-term Assignments and Professionals seeking Offices at which to complete short-term Assignments. Upon receiving an Office Request for Assignment through the Website, CueTemp will use good faith efforts to match Offices to Professionals based on the nature of the Assignment, qualifications hourly rates and geographic proximity to the Assignment. CueTemp disclaims any responsibility for selecting particular Professionals to perform Assignments and Office understands and agrees that the decision to use any Professional or no Professional is solely Office's. CueTemp disclaims all responsibility for the accuracy of any information listed in a Professional's Profile, for any information or material circumstances that may have changed since CueTemp conducted Background Checks in the event that CueTemp did so, for the inaccuracy or incompleteness of any Background Checks that CueTemp conducts, for CueTemp's failure to conduct Background Checks, and for any Profile information upon which CueTemp may rely in matching Offices to Professionals. Office agrees and acknowledges that Office has no obligation to choose Professionals to perform Assignments, and that Office's decision to contract with a Professional is solely at Office's own risk.

Except to the extent, if any, that CueTemp serves as a communications platform between Offices and Professionals, that CueTemp suggests potential Professionals to Offices for the performance of Assignments, and that CueTemp provides information about hourly rates, CueTemp does not take part in the interaction between Offices and Professionals. CueTemp does not have control over the quality, timing, legality, failure to provide, or any other aspect whatsoever of any Assignments delivered by Professionals, nor of the integrity, responsibility or any of the actions or omissions whatsoever of any Users. CueTemp makes no representations about the suitability, reliability, timeliness, or accuracy of the Assignments requested and provided by Users identified through CueTemp whether in public, private or offline interactions. CueTemp cannot confirm that Users are who they claim to be. CueTemp does not assume any responsibility for the accuracy or reliability of this information or any information exchanged between Users through CueTemp.

WHILE CueTemp USES GOOD FAITH EFFORTS TO CONFIRM THAT EACH PROFESSIONAL ON CueTemp'S WEBSITE IS A LEGITIMATE PROFESSIONAL WITH THE QUALIFICATIONS SPECIFIED BY SUCH PROFESSIONAL AND THAT EACH OFFICE HAS A GENUINE NEED FOR THE ASSIGNMENTS SUCH OFFICE REQUESTS, CueTemp IS NOT ABLE TO PROVIDE ANY ASSURANCES REGARDING THE TRUSTWORTHINESS OF PROFESSIONALS OR OFFICES AND THE INFORMATION THEY PROVIDE VIA CueTemp'S WEBSITE. WHEN INTERACTING WITH OTHER USERS YOU SHOULD EXERCISE CAUTION AND COMMON SENSE TO PROTECT YOUR PROPERTY AND WORK ENVIRONMENT, JUST AS YOU WOULD WHEN INTERACTING WITH OTHER PERSONS WHOM YOU DO NOT KNOW. NONE OF CueTemp, CueTemp'S AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF CueTemp'S SERVICES. CueTemp, CueTemp'S AFFILIATES AND CueTemp'S LICENSORS WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF THE SERVICES.

Using the Website, Professional may request information on the average hourly rate for the Assignments that Professional is offering, based on characteristics of Assignments as determined by CueTemp from time to time. Likewise, Office may request information on the

average hourly rate for the Assignments that Office requesting, based on characteristics of Assignments as determined by CueTemp from time to time. ANY INFORMATION ON AVERAGE HOUR RATES FROM CueTemp IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, AND CueTemp DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND ACCURACY.

Intellectual Property Rights; Restrictions Website and Content

You agree and acknowledge that the Website and Services, including without limitation all of the content on this Website, including without limitation the images, graphics, information, text, Ratings, data, links, as well as the underlying software, network and systems that support this Website and Services and other material accessible through the Website or Services ("Content") is solely and exclusively owned by or under license to CueTemp and is protected by applicable trademark, copyright, or other rights. As such, You agree that You shall not (1) create or operate any platform, site or business that is based in whole or in part on this Website or the Services, (2) copy, reproduce, modify, create derivative works, publish, distribute, transmit, publicly display or post on any other website or to any third party any Content without the prior written consent of CueTemp on a case by case basis, or (3) reverse engineer, decompile, disassemble, modify, distribute, reproduce, republish or sell in any form or by any means, in whole or in part, any of the Content, (4) use a spider, web crawler or similar method to copy or extract Content. Subject to Your compliance with these Terms of Service, CueTemp hereby grants to You a non-transferable, non-sublicensable, non-exclusive, revocable, and limited right to access and use the Website and its Content solely for Your internal business purposes as an Office or personal use as a Professional.

The Content may contain typographical errors, other inadvertent errors, or inaccuracies. CueTemp reserves the right to make changes to document names and content, descriptions or specification, or other information, without obligation to issue any notice of such changes.

You may view, copy, download, and print Content that is available on this Website or through the Services, subject to the following conditions:

You may only use the Content for internal informational purposes in compliance with all laws and regulations that apply to You. You may not reproduce or transmit any part of this Website or its Content in any form, by any means, electronic or mechanical, including photocopying and recording for any other purpose.

You may not modify, alter, or prepare derivative Assignments based on the Content, or distribute copies of or publicly perform or display the Content, including without limitation by posting the Content on any network computer or distributing the Content on or in any media.

You may not remove copyright, trademark, and other proprietary notices from the Content.

Nothing contained within this Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use this Website or any Content displayed on this Website, except: (a) as expressly permitted by these Terms of Service; or (b) with CueTemp's prior written permission or the permission of the third party that owns the trademark or copyright of the Content displayed on this Website

Content Ownership and License

CueTemp does not claim ownership of any Content submitted by Users. By submitting such Content, however, You hereby grant CueTemp a world-wide, royalty-free, perpetual, irrevocable, non-exclusive license to use, distribute, reproduce, modify, adapt, create derivative works from, publicly perform and/or display such Content, subject to the restrictions set forth in these Terms of Service or the Privacy Policy. This license shall remain in effect until CueTemp deletes the Content from CueTemp's systems.

Copyright Infringement; Notice and Take Down Procedures

If You believe that any Content on this Website infringes Your copyright, You may request that such Content be removed. This request must bear a signature (or electronic equivalent) of the copyright holder or an authorized representative and must include the following information:

identification of the copyrighted work that You believe to be infringed, including a description of the work and, where possible, a copy or the location of an authorized version of the work;

identification of the Content that You believe to be infringing and its location, including a description of the Content, and its Website location or other pertinent information that will help CueTemp to locate such Content;

Your name, address, telephone number and email address;

a statement that You have a good faith belief that the complained of use of the material is not authorized by the copyright owner, its agent, or the law;

a statement that the information in Your claim is accurate; and

a statement that "under penalty of perjury," You declare that You are the lawful copyright owner or are authorized to act on the owner's behalf.

CueTemp's agent for copyright issues relating to this Website is: c/o CueTemp INC, 30 Newbury St., 3rd floor, Boston MA 02116. In an effort to protect the rights of copyright owners, CueTemp maintains a policy for the termination, in appropriate circumstances, of Users of this Website who are repeat infringers.

CueTemp reserves the right to terminate and/or temporarily disable the accounts of Users who repeatedly infringe the intellectual property rights, including without limitation copyrights, of others.

Prohibited Conduct

No Interference with The Website

You shall not disturb or interfere with the operation of the Website in any manner including without limitation by imposing an unreasonable or disproportionate burden on the network, software or hardware infrastructure of the Website.

No Manipulation

You are prohibited from manipulating, by any means, the price of any Services offered on the Website (including without limitation through the use of an alias or decoys or by placing false

offers for the sale or purchase of Assignments). Furthermore, You shall not disrupt or otherwise interfere in any way with another User's participation on the Website.

No Unauthorized Conduct

In connection with Your accessing the Website, Services, or CueTemp's online messaging service, Rating system, or any other Service provided through the Website, You shall abide by the following standards of conduct. You shall not, and will not authorize or facilitate any attempt by another person, to use the Website or any messaging service, Ratings system or other Service to:

Transmit any Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, offensive, obscene, pornographic, lewd, lascivious, or otherwise objectionable, as determined by CueTemp;

Circumvent or manipulate CueTemp's fee structure, the billing process, or fees owed to CueTemp or to the Professional;

Manipulate the price of any Assignment or interfere with other Users' Assignments;

Use a name or language that CueTemp, in its sole discretion, deems offensive;

Post false, inaccurate, misleading, defamatory, or libelous content (including without limitation personal information);

Post hateful or racially or ethnically objectionable Content;

Post Content which infringes another's copyright, trademark or trade secret;

Post unsolicited advertising or unlawfully promote products or services;

Take any action that may undermine the Ratings system when it becomes available (such as displaying, importing or exporting Ratings information off of the Website or using it for purposes unrelated to CueTemp);

Harass, threaten or intentionally embarrass or cause distress to another User or entity;

Impersonate another User;

Exploit children under 18 years of age;

Engage in disruptive activity such as sending multiple messages in an effort to monopolize a messaging forum;

Introduce viruses, worms, Trojan horses and/or harmful code into the Website;

Obtain unauthorized access to any computer system or Confidential Information through the Website;

Transfer Your CueTemp Profile (including Ratings) and Login Credentials to another party without CueTemp's consent;

Harvest or otherwise collect information about Users, including email addresses, without their consent;

Invalidate the privacy of any person, including without limitation posting personally identifying or otherwise private information about a person without their consent (or their parent's consent in the case of a child under 18 years of age);

Solicit personal information from children under 18 years of age;

Violate any federal, state, local, or international law or regulation; or

Encourage conduct that would constitute a criminal or civil offense.

Confidentiality

You shall not use or disclose any proprietary or confidential information with which You obtain or otherwise gain access to as a result of Your access to or usage of the Website or Services. All information regarding an Assignment between the Professional and an Office who sent such Assignment, whether or not in writing, of a private, secret or confidential nature concerning the Office's business or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of such Office. By way of illustration, but not limitation, Proprietary Information may include the contents of an Assignment, products, product improvements, product enhancements, processes, methods, techniques, negotiation strategies and positions, projects, developments, plans (including business and marketing plans), research data, financial data (including sales costs, profits, pricing methods), personnel data, computer programs (including software used pursuant to a license agreement), customer, prospect and supplier lists, and contacts at or knowledge of customers or prospective customers of the Office, and patient medical or dental records and You will not disclose any Proprietary Information to any person or entity other than the applicable Office or use the same for any purposes (other than in the performance of Your duties as stipulated in the Assignment) without written approval by an officer of such Office, unless and until such Proprietary Information has become public knowledge without Your fault. While fulfilling the obligations of an Assignment for the Office, a Professional will use his/her best efforts to prevent unauthorized publication or disclosure of any of the Office's Proprietary Information. Professional agrees that all files, documents, letters, memoranda, reports, records, data, sketches, drawings, models, program listings, computer equipment or devices, computer programs or other written, photographic, or other tangible or intangible material containing Proprietary Information, whether created by such Professional or others, which shall come into his/her custody or possession, shall be and are the exclusive property of Office to be used by Professional only in the performance of his/her duties for the Office and shall not be copied or removed from Office's premises except in the pursuit of the business of Office as required to perform an Assignment.

Professional agrees that the only communication with the Office's customers or patients is to schedule and confirm appointments (if requested in the Assignment) and to perform the Assignment. Professionals are prohibited from directly or indirectly contacting such customers or patients after the completion of the Assignment and shall not circumvent the Office or

CueTemp in any way. For example, Professionals may not provide business cards, flyers, website addresses or other contact information to any customer or patient of Office.

CueTemp may require You to agree to an additional non-disclosure agreement prior to sharing certain other information with You. Any such non-disclosure agreement between You and CueTemp shall apply to information shared in connection with the Website or Services, unless otherwise provided in such non-disclosure agreement.

Relationships Among Professional, Office and CueTemp Status as Independent Contractor

User agrees and acknowledges that any transaction into which such User enters through the Services for the receipt or delivery of Assignment will create an independent contractor relationship between such User, CueTemp and the other User(s) party to such agreement. User agrees that in any matter relating to Professional's performance under these Terms of Service, including the Professional's obligations with respect to CueTemp and any Offices for whom the Professional completes Assignments or offers to complete Assignments, the Professional will be acting as an independent contractor, and nothing in these Terms of Service will be construed as creating a partnership, joint venture, or employer-employee relationship, nor will Professional be construed as CueTemp's or an Office's employee, agent, franchisee or servant. User also agrees that in any matter relating to Services among Office or Professional and CueTemp, CueTemp will be acting as an independent contractor to CueTemp's Users and nothing in these Terms of Service will be construed as creating a partnership, joint venture, or employer-employee relationship, nor will CueTemp be construed as Office or Professional's employee, agent, franchisee or servant.

Professional will perform Assignments according to a manner and means of Professional's own choosing, or as agreed upon between Professional and Office. Office will, at its sole expense, provide any tools or other equipment required to perform the applicable Assignment. Each Professional and Office shall maintain a valid insurance policy commensurate with industry standards, to remain in effect during and through the time that such Party acts as an independent contractor with regard to other Users under these Terms of Service.

CueTemp disclaims any responsibility for determining whether a Professional is an independent contractor or employee of Office, and in the event that such a dispute arises between Office and Professional, Office and Professional are responsible for determining the status of Professional under applicable law or regulation.

Professional-Specific Representations

If and to the extent that You use the Website as a Professional:

You acknowledge and agree that in any matter relating to Your performance under these Terms of Service, including without limitation Your obligations with respect to CueTemp and any Offices for whom You perform Assignments or offer to perform Assignments, You will be acting as an independent contractor, and not as CueTemp's or an Office's employee, agent, franchisee or servant. Accordingly, You will be solely responsible for all costs incurred by You. You shall not hold Yourself out as having authority to make contracts or promises on behalf of any other party.

You represent and warrant to CueTemp that, for the Assignment that You offer to complete for an Office, You have the right to provide such an offer and that You are capable of performing and fit for performing any offers for Assignments that You provide hereunder;

You represent and warrant to CueTemp and to any Office with which You perform Assignments that You have all necessary licenses, professional experience and legal qualifications to perform the Assignments that You agree to do and You maintain a valid insurance policy commensurate with industry standards, to remain in effect during and through the time that You act as an independent contractor;

You represent and warrant to CueTemp that You will keep all information related to Your Assignment, including without limitation any offers to complete Assignments, up-to-date on the Website by notifying CueTemp of any changes that would affect the accuracy of such information;

You represent and warrant to CueTemp and to any Office with which You perform Assignments that You will identify yourself as an independent contractor of each Office with which You perform Assignments;

You covenant to CueTemp and to any Office with which You perform Assignments that any tax documents that You file or otherwise submit with regard to Assignments shall be consistent with being an independent contractor of each Office with which You perform Assignments;

You covenant to CueTemp and to any Office with which You perform Assignments that You will comply with the Health Information Portability and Accountability Act and all applicable associated rules and regulations, as may be amended from time to time, as well as all other applicable laws, rules and regulations;

You hereby grant to CueTemp and its Users the right to distribute Your Information to Offices with which You may complete Assignments, without restriction, and You acknowledge that Your Information may be widely disseminated and viewed by large numbers of people;

You acknowledge and agree that CueTemp may display advertisements on the Website or in connection with Your Profile without any payment obligation to You;

You acknowledge and agree that any relationship You enter into with an Office or with CueTemp will be short-term and will be limited to the extent needed to complete the applicable Assignment. You further acknowledge and agree that CueTemp disclaims all responsibility for providing You with any specific volume of Assignments as a result of a contract that You may enter into with any Party;

You agree to honor the commitment You make to Offices via the Website; and

You further acknowledge and agree that You will comply with all applicable state, federal, and international laws in performing Assignments.

You understand that as an independent contractor you may not be covered by the Office's workers' compensation insurance policy. You agree and acknowledge that you are solely

responsible for providing your own workers' compensation insurance coverage and you have no expectation of coverage under the Office's coverage.

Office-Specific Representations

If and to the extent You use the Website as an Office:

You agree to honor the commitments You make to Professionals via the Website;

You represent and warrant to CueTemp that You are allowed to make purchasing decisions on behalf of Yourself or for the person or entity You represent, and that You will only request Assignments and place orders for Assignments that You have been authorized to request by such person or entity;

You covenant to CueTemp and to any Professional who performs Assignments for You that You will comply with the Health Information Portability and Accountability Act and all applicable associated rules and regulations, as may be amended from time to time, as well as all other applicable laws, rules and regulations;

You represent and warrant to CueTemp, and to any Professional who provides You with Assignments, that any agreements to provide Assignments do not conflict with any agreements You have with third parties and You further covenant that any agreements for You to retain Professional to perform Assignments will not conflict with any agreements You have with third parties;

You acknowledge and agree that CueTemp may display advertisements on the Website or in connection with Your Profile without any payment obligation to You;

You acknowledge and agree that CueTemp disclaims all responsibility for providing You with any specific volume of Professionals to handle Assignments that you post to our Website; and

You further acknowledge and agree that You will comply with all applicable state, federal, and international laws, and assume all responsibility for making payments related to social security, unemployment insurance, disability insurance, or worker's compensation insurance.

If you connect with a professional through CueTemp, all temporary work assignments with that professional must be booked through CueTemp. Any assignment less than 90 days in duration is considered a temporary assignment. Once you have worked with a professional for 90 days through CueTemp, you can hire that professional permanently or pay a finder's fee.

You are required to report to CueTemp if you decide to work with a professional outside CueTemp within 12 months of the last agreed work assignment. If you fail to do so you agree to pay the applicable finder's fee.

Cancellation Policy

You will be charged a \$25 usage fee if you advertise a work assignment and there are available candidates willing to perform the work assignment and you do not select any of the available candidates to perform the relevant work assignment. There are no fees if no one applies for your work assignment.

You will be charged a \$50 cancellation fee if you agree to engage a professional and you then cancel the work assignment. The Office will be charged a minimum of 4 hours if the Office terminates a work assignment for any reason on the same day as the work assignment.

Rating System; Online Messaging System; Electronic Communications Ratings

As a User of the Website, You agree and acknowledge that You may rate (on the Website) the performance of Counterparties whom with You transact business, and You understand that the Counterparties may rate Your performance (collectively or individually, "Ratings") on the Website as well. Professionals may be rated on various parameters including without limitation the quality of the Assignment performed, timeliness and professionalism. Offices may be rated on various parameters including without limitation payment history and professionalism. CueTemp will not release Users' Ratings for the viewing of the general public or for any Users that have not registered with the Website. Users can access Ratings only if and when CueTemp provides Ratings as part of the information that a User is looking for in deciding to engage with a Counterparty. At that time, CueTemp will reveal Professional Ratings, Profile information, and Background Check information, excluding credit checks, to Offices, and will reveal Office Ratings and Profile information to Professionals.

Any Ratings that are provided by Counterparties are solely the evaluation or rating of such Counterparty. CueTemp disclaims any responsibility for the accuracy or quality of any Ratings.

User acknowledges and agrees that CueTemp reserves the right, without prior notice and in its sole discretion, to decide whether the content of Ratings violate these Terms of Service for any reason. If CueTemp believes that Your Ratings contain inappropriate Content, CueTemp may remove the Content of such Ratings, in whole or in part, and/or terminate Your access to CueTemp's Services. CueTemp reserves the right to remove any Ratings, in whole or in part, from CueTemp's Website at any time and its CueTemp's sole discretion. If the content of such Ratings are found to be defamatory or legally actionable in a court of law, the User(s) responsible for posting such content will be held exclusively responsible, and CueTemp will bear no responsibility.

Online Messaging System

CueTemp may offer an online messaging system, as determined by CueTemp from time to time. Users shall use such messaging system as permitted herein.

Responsibility for Ratings

CueTemp is not responsible or liable for the conduct of Users or for views, opinions and statements expressed in Content submitted for public display through its Website, such as through an online messaging system, or for Content that is privately displayed to registrants of the Website, such as Ratings of Offices and Professionals. CueTemp does not prescreen information exchanged in online messaging systems or listed in Office and Professional Ratings. With respect to such messaging systems and Ratings systems, CueTemp acts as a passive conduit for distribution and CueTemp is not responsible for the Content contained therein. Any opinions, advice, statements, services, offers, or other information in Content expressed or made available by Users of an online messaging system or Ratings system are those of the respective author(s) or distributor(s) and not of CueTemp. CueTemp neither endorses nor guarantees the accuracy, completeness, or usefulness of any such Content. CueTemp is responsible for ensuring that Content submitted to this Website is not provided in

violation of any copyright, trade secret or other intellectual property rights of another person or entity. You shall be solely liable for any damages resulting from infringement of copyrights, trade secret, or other intellectual property rights, or any other harm resulting from Your uploading, posting or submission of Content to this Website.

Monitoring

CueTemp has the right, but not the obligation, to monitor Content submitted to the Website through an online messaging or Rating system to assess compliance with these Terms of Service and any other applicable rules that CueTemp may establish. CueTemp has the right in CueTemp's sole discretion to edit or remove any material submitted to or exchanged in any online messaging system or Ratings system provided through this Website. Without limiting the foregoing, CueTemp has the right to remove any material that CueTemp, in its sole discretion, finds to be in violation of these Terms of Service or otherwise objectionable, and You are solely responsible for the Content that You post to this Website.

Consent to Electronic Communications

You consent to receiving all documents, agreements and other communications (collectively, "Communications") from CueTemp electronically. CueTemp may make Communications available via its methods for contacting You on the Website or through an email address that You provide to CueTemp. Communications may include without limitation information on offers for Assignments or acceptance of offers for Assignments, updates to CueTemp's Terms of Service or Privacy Policy, statements related to Your account, federal and state tax statements, and other information that CueTemp may provide from time to time. To receive such Communications, You may need certain hardware and software, as specified by CueTemp from time to time. If You would like to receive a written copy of Communications, You acknowledge that there may be a delay in providing You with a copy, You must have provided CueTemp with an accurate physical address, and You agree to pay the reasonable fees assessed by CueTemp for delivering You such Communications to a physical address specified by You.

If Your email address becomes invalid or electronic Communications are otherwise returned to CueTemp, CueTemp reserves the right to terminate Your account.

Taxes

CueTemp is only a venue for connecting Offices that require short-term Assignments with Professionals who can provide such Assignments. You are solely responsible for understanding and evaluating any tax liability related to the request or delivery of Assignments through the Website, and for determining the need to report any Assignments pursuant to the requirements of local, state, or federal law. CueTemp cannot and does not offer tax advice to Users nor does CueTemp provide any tax documentation to Users; CueTemp recommends that You consult with a tax advisor for such advice and documentation. You are solely responsible for any taxes arising from Your use of the Website, any Content contained therein, and for the Services that You request or perform therein, excluding CueTemp's income.

Professionals who are U.S. citizens or other U.S. persons (as defined in IRS Form W-9) are required to provide a completed IRS Form W-9, to be updated annually, or upon any change in the Professional's tax status and/or change in the Professional's name or TIN. Other Users are required to provide the data necessary to complete the necessary tax reporting forms, to be updated annually, or upon any change in the Users' tax status and are required to complete IRS

Form W-8. Neither Approved Payroll Provider nor CueTemp are required to make any payments to a Professional who has not provided the foregoing information.

Office and Professional shall be responsible for creating and filing any tax documents.

Users exclusively and solely agree to comply with applicable state, federal, and international laws, and to assume all responsibility for making payments related to any state or federal, income taxes, payroll and withholding taxes, social security taxes, unemployment insurance taxes, Medicare taxes, disability insurance or taxes, or worker's compensation insurance or taxes. CueTemp disclaims any responsibility for the foregoing, and Professional and Office each agree to indemnify and hold CueTemp harmless against such taxes or contributions. As used herein "taxes" shall mean all taxes, charges, fees, encumbrances, liens, customs, duties or other assessments, however denominated, including any interest, penalties, additions to tax or additional taxes that may become payable in respect thereof, imposed by the United States government, any state, local or foreign government, or any agency or political subdivision of any such government.

Some Information About CueTemp and CueTemp's Business Practices

You can reach CueTemp with any questions as follows:

CueTemp, INC
30 Newbury St. 3rd floor
Boston MA 02116.

Before a Professional commences an Assignment, CueTemp will provide, or will have the Office provide, to Professional information about the Assignment, including (a) the pay rate and pay date for the Assignment, (b) the start date for the Assignment and estimated duration of the Assignment, (c) whether there is a strike or lockout, (d) whether meals or transportation will be provided by the Office, and (e) the name, address, and phone number of the Office. Unless otherwise specified by CueTemp, CueTemp hereby notifies each Professional that all Assignments provided through the Website require special clothing, tools, licenses and training.

Release

The Website is only a venue for connecting Users, and except to the extent, if any, that CueTemp serves as a communications platform between Users, connects potential Professionals and Offices for the performance of Assignment, CueTemp does not take part in the interaction between Offices and Professionals. As a result of CueTemp's limited involvement in the actual contact between Office and Professional, in the event that You have a dispute with one or more Users, You hereby release CueTemp, and CueTemp's officers, directors, agents, investors, subsidiaries, and contractors from any and all claims, demands, or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

CueTemp expressly disclaims any liability or claims that may arise between Users of its Website.

If You are a California resident, You waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

Disclaimer of Warranties

CueTemp disclaims all responsibility for any interactions, correspondences, transactions, and other dealings that You have with any third parties including without limitation Offices or Professionals found on or through the Website (including on or via linked websites or advertisements). Any such interactions, correspondences, transactions, and other dealings are solely between You and the third party (including without limitation issues related to the content of third party advertisements, payments, delivery of Assignment or Services). Under no circumstances will CueTemp be responsible for any loss or damage caused by Your reliance on information in any Content on this Website. It is Your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through this Website. You are responsible for seeking the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other Content.

YOU ACKNOWLEDGE THAT THE WEBSITE AND ALL SERVICES, TEXT, IMAGES, AND OTHER INFORMATION ON OR ACCESSIBLE FROM THIS WEBSITE ARE PROVIDED "AS IS" AND ARE BASED IN PART ON ASSIGNMENTS, OR OFFERS FOR ASSIGNMENTS, PROVIDED BY OFFICES, AND INFORMATION ABOUT PROFESSIONALS, WHICH ARE NOT OR MAY NOT BE VERIFIED BY CueTemp, AND THAT ANY ASSIGNMENT ESTABLISHED THROUGH THE USE OF THE WEBSITE IS AT YOUR SOLE RISK AND DISCRETION. CueTemp, CueTemp'S SUPPLIERS AND CueTemp'S LICENSORS ARE NOT LIABLE OR RESPONSIBLE FOR ANY RESULT GENERATED THROUGH THE USE OF THE WEBSITE. EXCEPT AS SET FORTH IN THIS SECTION 15, CueTemp PROVIDES NO OTHER WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SPECIFICALLY, BUT WITHOUT LIMITATION, NONE OF CueTemp, ITS AFFILIATES OR LICENSORS WARRANT THAT: (I) THE INFORMATION AVAILABLE ON THIS WEBSITE IS FREE OF ERRORS; (II) THE FUNCTIONS OR SERVICES (INCLUDING BUT NOT LIMITED TO MECHANISMS FOR THE DOWNLOADING AND UPLOADING OF CONTENT) PROVIDED BY THIS WEBSITE WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS; (III) DEFECTS WILL BE CORRECTED, OR (IV) THIS WEBSITE OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WITHOUT LIMITING THE FOREGOING, NONE OF CueTemp, ITS AFFILIATES OR LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, OR AS TO THE TIMELINESS, ACCURACY, RELIABILITY, COMPLETENESS, QUALITY OR CONTENT OF ANY SERVICES, INFORMATION OR MATERIALS PROVIDED THROUGH OR IN CONNECTION WITH THE USE OF THE SERVICE.

None of CueTemp, CueTemp's affiliates or CueTemp's licensors is responsible for the conduct, whether online or offline, between Offices and Professionals.

None of CueTemp, CueTemp's affiliates or CueTemp's licensors guarantee that any of Your personal information, including without limitation User Information provided by You, results on any Background Checks that CueTemp and its affiliates and licensors conduct on You, as well

as Ratings submitted by other Users about Your performance, whether accurate or not, will not be misappropriated, intercepted, deleted, destroyed, or used by others.

Indemnification

By using this Website or our Services, You agree to indemnify, hold harmless and, at CueTemp's option, defend CueTemp and its officers, directors and agents from any claims, damages, losses, liabilities, and all costs and expenses of defense, including but not limited to attorneys' fees, resulting directly or indirectly from a claim by a third party that arises in connection with Your use of this Website or Services or from the performance or non-performance of any Assignments by You or Your Counterparty.

Limitation of Liability

CueTemp will make commercially reasonable efforts to secure its Website from mischief, understanding, however, that CueTemp may rely on information provided to it by Users and contained in their Profiles, and that mistakes and security breaches such as hacking can nonetheless occur. User acknowledges and agrees that CueTemp will bear no liability to User for any matter or claim arising from the foregoing.

IN NO EVENT SHALL CueTemp BE LIABLE TO ANY USER OF THIS WEBSITE OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR OTHER INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, OR COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES ARISING OUT OF THE USE, INABILITY TO USE, UNAUTHORIZED ACCESS TO OR USE OR MISUSE OF THE WEBSITE OR ANY INFORMATION CONTAINED THEREON, WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF CueTemp HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

YOU AGREE AND ACKNOWLEDGE THAT CueTemp'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THESE TERMS OF SERVICE, THE WEBSITE, THE CONTENT, OR SERVICES REQUESTED OR RENDERED BETWEEN PROFESSIONAL AND OFFICE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE COMMISSIONS RETAINED HEREUNDER BY CueTemp IN THE THEN-PRIOR THREE (3) MONTH PERIOD.

Exclusions

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Third-Party Websites, Products, or Services

Links to Third Party Websites

This Website may contain links to non-CueTemp websites that are provided to You as a convenience. Any outside website accessed from the Website is independent from CueTemp, and CueTemp has no control over the content of such websites. CueTemp is not responsible for the content of any linked website or for any loss or damage incurred in connection with Your use of such links or dealings with the operators of such non-CueTemp websites.

No Implied Endorsements

In no event shall any reference to any third party or third party product or service be construed as an approval or endorsement by CueTemp of that third party or of any product or service provided by a third party. Likewise, a link to a non-CueTemp website does not imply that CueTemp endorses or accepts any responsibility for the content or use of such website. CueTemp does not endorse, warrant or guarantee any product or service offered by any third party through an online messaging service or link accessible through this Website and will not be a party to or in any way monitor any transaction involving any third party providers of products or services. As with the purchase of a product or service through any medium or in any environment, You are responsible for exercising appropriate judgment and caution.

Termination

Termination by CueTemp

CueTemp may terminate any User's access to the Website, in CueTemp's sole discretion, for any reason and at any time, with or without prior notice. It is CueTemp's policy to terminate Users who violate these Terms of Service, as deemed appropriate in CueTemp's sole discretion, but CueTemp may also terminate access as provided for in the preceding sentence. CueTemp may terminate Your access to the Website if You do not use Your Account for a lengthy period, as determined by CueTemp from time to time in its sole discretion. You agree that CueTemp is not liable to You or any third party for any termination of Your access to the Website.

Termination by You

You may terminate Your Account at any time by deleting Your Account. If You are an Office and You delete Your Account while outstanding payments are due to one or more Professionals with whom You have transacted business, You agree and acknowledge that CueTemp reserves the right to make any payments due to such Professional(s). If You are a Professional that is owed money by an Office, CueTemp will make a good faith attempt to deliver any such amount to Your address on record in Your Profile page. Professional acknowledges that the risk that an Office with the Professional transacts business may default on payment obligations is borne by the Professional voluntarily and entirely at the Professional's own risk. CueTemp disclaims all responsibility related to such transactions.

Reactivation

Provided that You deleted Your Account or You allowed Your Account to lapse by not using Your Account for a sufficiently long period, You may reactivate Your Account by following the process set forth by CueTemp from time to time, during a time period established by CueTemp from time to time following the deletion or deactivation of Your Account. If Your Account may no longer be reactivated, CueTemp may, in its discretion, permit You to create a new account.

Survival

In addition to accrued obligations, the following sections may survive the termination or expiration of these Terms of Service: Section 7(a) (Website and Content), Section 7(b) (Content Ownership and License), Section 9 (Confidentiality), Section 10(d) (Exclusivity), Section 11(c) (Responsibility for Ratings), Section 12 (Taxes), Section 14 (Release), Section 15 (Disclaimer of Warranties), Section 16 (Indemnification), Section 17 (Limitation of Liability), Section 20(d) (Survival), Section 21 (Governing Law), Section 22 (Agreement to Arbitrate), and Section 23 (Miscellaneous).

Governing Law

These Terms of Service shall be governed and interpreted pursuant to the laws of the Commonwealth of Massachusetts, United States of America, excluding: its conflicts of laws principles; the United Nations Convention on Contracts for the International Sale of Goods; the 1974 Convention on the Limitation Period in the International Sale of Goods; and the Protocol amending the 1974 Convention, done at Vienna April 11, 1980.

Agreement to Arbitrate

Except if You opt-out or for disputes relating to Your or CueTemp's intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights and patents) as expressly provided in this Section 21; You agree that all disputes between You and CueTemp (whether or not such dispute involves a third party) arising out of or relating to these Terms of Service, the Services, and/or Privacy Policy shall be finally resolved by arbitration before a single arbitrator conducted in the English language in Boston, Massachusetts, U.S.A. under the Commercial Arbitration Rules of the American Arbitration Association (AAA) and You and CueTemp hereby expressly waive trial by jury. You and CueTemp shall appoint as sole arbitrator a person mutually agreed by You and CueTemp or, if You and CueTemp cannot agree within thirty (30) days of either party's request for arbitration, such single arbitrator shall be selected by the AAA upon the request of either party. The parties shall bear equally the cost of the arbitration (except that the prevailing party shall be entitled to an award of reasonable attorneys' fees incurred in connection with the arbitration in such an amount as may be determined by the arbitrator). All decisions of the arbitrator shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding this, application may be made to any court for a judicial acceptance of the award or order of enforcement. Notwithstanding the foregoing, CueTemp shall be entitled to seek injunctive relief, security or other equitable remedies from the United States District Court for a district in Massachusetts or any other court of competent jurisdiction. Under no circumstances shall the arbitrator be authorized to award damages, remedies or awards that conflict with these Terms of Use or to award punitive damages, including but not limited to pursuant to federal or state statutes permitting multiple or punitive awards. Any claims brought by You or CueTemp must be brought in that party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Neither You nor CueTemp will participate in a class action or class-wide arbitration for any claims covered by these Terms of Service. You hereby waive any and all rights to bring any claims related to these Terms of Service and Privacy Policy as a plaintiff or class member in any purported class or representative proceeding. You may bring claims only on Your own behalf. You may opt out of this Agreement To Arbitrate. If You do so, neither You nor CueTemp can require the other to participate in an arbitration proceeding. To opt out, You must notify CueTemp in writing within 30 days of the date that You first became subject to this arbitration provision. The opt-out notice must state that You do not agree to the Agreement To Arbitrate and must include Your name, address, phone number, Your CueTemp account to which the opt-out applies and a clear statement that You want to opt out of this Agreement To Arbitrate. You must sign the opt-out notice for it to be effective. This procedure is the only way You can opt out of the Agreement To Arbitrate. You must use this address to opt out: CueTemp, Inc. ATTN: Arbitration Opt-out, c/o CueTemp INC, 30 Newbury St., 3rd floor, Boston, MA 02116. This Arbitration section will survive the termination of Your relationship with CueTemp.

Miscellaneous

Jurisdictional Issues

CueTemp makes no representations that information on this Website is appropriate or available for use outside the United States. If You choose to access this Website from outside the United

States, You do so on Your own initiative and at Your own risk and You agree and acknowledge that You are responsible for complying with all applicable United States laws as well as Your local laws and regulations. If You transact business through this Website with a party that is located outside the United States, You agree and acknowledge that You do so voluntarily, that You are responsible for complying with all applicable United States laws as well as any local laws and regulations that may impact Your transaction, and You understand that CueTemp disclaims all responsibility related to such transaction.

Severability

If any part of these Terms of Service is held to be unlawful, void, or unenforceable, that part will be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

Entire Agreement

These Terms of Service constitute the entire agreement between, or, as appropriate, among, the Parties relating to the subject matter herein. CueTemp may, at CueTemp's sole discretion, revise these Terms of Service at any time by updating this posting and providing reasonable notice to You.

Notices

Please address all legal notices to support@CueTemp.com.

If You have any questions about these Terms of Service, please contact support@CueTemp.com.

Copyright © 2016, CueTemp, INC. All Rights Reserved.