

Direct Contracts Terms

These NurseContact Direct Contracts Terms (“Direct Contracts Terms” or “Direct Contract Terms”) define the terms and conditions under which NurseContact offers and you agree to use NurseContact’s Direct Contracts service, as described in these terms (“Direct Contracts Services”), and are part of and incorporate by reference the NurseContact User Agreement and other Terms of Service. The Direct Contracts Terms are in addition to and, except where explicitly stated, do not supersede, replace, or limit other similar terms in the Terms of Service. Capitalized terms not defined herein are defined in the User Agreement or elsewhere in the Terms of Service.

IN ORDER TO USE NURSECONTACT’S DIRECT CONTRACTS SERVICE YOU AGREE TO BE BOUND BY THE DIRECT CONTRACT TERMS AND THE ARBITRATION AND CLASS ACTION WAIVER IN THE USER AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS, INCLUDING THE ARBITRATION AND CLASS ACTION WAIVER, YOU MAY NOT ACCESS OR USE ANY DIRECT CONTRACTS SERVICES.

1. HOW IT WORKS

With the Direct Contracts Service, a Qualified Health Professional can create and send fixed-price or hourly contract proposals to any eligible Client. If the Client accepts the proposal, the Client and Qualified Health Professional will enter directly into a contract (the “Direct Contract”).

1.1 Fixed Price Direct Contracts

As described in the Fixed Price Direct Contract Escrow Instructions, upon acceptance of the proposal, the Client will place the Direct Contract project funds in escrow (“Direct Contract Funds”). When the work or a milestone is completed, the Qualified Health Professional will request that the Client release the Direct Contract Funds or portion of Direct Contract Funds for the milestone from escrow. If the Client approves the work, NurseContact Escrow will release the Direct Contract Funds. Once the Direct Contract Funds are released from Escrow, the Direct Contract will end.

1.2 Hourly Direct Contracts

As described in the Hourly Direct Contract Escrow Instructions, upon acceptance of the proposal, the Client will fund a deposit equivalent to the hourly rate multiplied by the weekly hourly limit agreed to between Qualified Health Professional and Client (“Direct Contract Deposit”). Qualified Health Professional and Client agree and authorize NurseContact to hold the Direct Contract Deposit in escrow through the term of the Hourly Direct Contract. Client agrees to separately fund payments to Qualified Health Professional on a weekly basis based on Qualified Health Professional’s submission of weekly invoices (“Direct Contract Weekly Funds”). If Client approves the submitted hours, NurseContact Escrow will release the Direct Contract Weekly Funds to Qualified Health Professional.

2. ELIGIBILITY

Any Qualified Health Professional that is eligible to use the Site is eligible to use the Direct Contract Services, subject to the limitations on Client eligibility in this Section 2. A Client is eligible to accept a Direct Contract only if the Client does not and has not ever had an Account on NurseContact (or its predecessor oDesk). Clients do not need to register for an Account to accept a Direct Contract.

3. FEES

Solely with respect to fees charged on Direct Contracts, these Direct Contract Terms explicitly supersede and replace Section 2 (Fees Charged to Qualified Health Professionals), Section 3 (Client Membership Fees), and Section 4 (Payment Processing Fees Charged to Client) in the Fee and ACH Authorization Agreement. The Fee and ACH Authorization Agreement otherwise remains in full force and effect, including, without limitation, on any Service Contract if a Qualified Health Professional or Client, who uses Direct Contracts, has a Service Contract (as defined in the User Agreement).

For any Direct Contract, the following fees apply: Qualified Health Professional pays a 3.4% payment processing and administration fee (“Direct Contract Payment Fee”). Qualified Health Professional authorizes and instructs NurseContact to automatically charge and deduct the Direct Contract Payment Fee from the Direct Contract Funds or Direct Contract Hourly Funds.

Clients are not charged any fees on a Direct Contract but do agree to Section 5 (Authorization for ACH Debits and Credits) of the Fee and ACH Authorization Agreement with respect to the payment or placement in escrow of any Direct Contract Funds or Direct Contract Weekly Funds.

4. ESCROW SERVICES

Qualified Health Professional and Client acknowledge and agree the Fixed Price Direct Contract Escrow Instructions apply to Fixed Price Direct Contracts. Qualified Health Professional and Client further acknowledge and agree that the Hourly Direct Contract Escrow Instructions apply to Hourly Direct Contracts.

5. ROLE OF NURSECONTACT AND USER RESPONSIBILITIES

You understand and agree that NurseContact is not a party to any Direct Contract, is not involved in or responsible for any work performed by Qualified Health Professionals, is not involved in or responsible for any payment made under a Direct Contract, and has no control over any Qualified Health Professional or Client. NurseContact does not have any power or authority to, and does not, determine any eligibility standards for any Direct Contract, select or contract any Qualified Health Professional to provide services to a Client, determine or control any term or condition of the Direct Contract or Project, or cause any Qualified Health Professional or Client to accept any Direct Contract or perform any Qualified Health Professional Services. NurseContact Escrow provides escrow services but does not guarantee that Qualified Health Professional will be paid.

6. OTHER TERMS

Together with the NurseContact User Agreement and other Terms of Service, these Direct Contract Terms represent the entire agreement with NurseContact and supersede all prior agreements and understandings with respect to the matters covered. You agree that you did not accept the Direct Contract Terms based on any representations, whether written or oral, other than those contained herein. No modification of or amendment to the Direct Contract Terms, nor any waiver of any rights, will be effective unless in writing signed by you and NurseContact. Notwithstanding the foregoing, to the extent permitted by applicable law, NurseContact may amend the Direct Contract Terms with prior notice at any time. The posting of the amended Direct Contract Terms on NurseContact’s Site will constitute notice. Your continued use of the Direct Contract Services after the effective date of a revised version of the Direct Contract Terms or notice to you of updated Direct Contract Terms constitutes your acceptance of its terms and agreement to be bound by its terms. In the event of a conflict between

these Direct Contract Terms and the applicable escrow instructions, the applicable escrow instructions shall govern; in the event of a conflict between these Direct Contract Terms and any other agreement in the Terms of Service, these Direct Contract Terms shall govern.