

Hourly Direct Contract Escrow Instructions

If Client and Qualified Health Professional enter into an Hourly Direct Contract, these Hourly Direct Contract Escrow Instructions apply. These Hourly Direct Contract Escrow Instructions govern Direct Contract Escrow Accounts for Hourly Direct Contracts. All other contracts, including Fixed-Price Direct Contracts and Service Contracts (as defined in the User Agreement), are governed by the applicable escrow instructions.

To the extent permitted by applicable law, we may modify these Hourly Direct Contract Escrow Instructions without prior notice to you, and any revisions to these Escrow Instructions will take effect when posted on the Site unless otherwise stated. Please check the Site often for updates.

These Escrow Instructions hereby incorporate by reference the Terms of Service (“Terms of Service”). Capitalized terms not defined in these Escrow Instructions are defined in the User Agreement, elsewhere in the Terms of Service, or have the meanings given such terms on the Site. These Hourly Direct Contract Escrow Instructions do not apply to Fixed-Price Direct Contracts or Service Contracts.

1. DIGITAL SIGNATURE

By clicking to send an offer for or to accept an Hourly Direct Contract, Client and Qualified Health Professional are deemed to have executed this Agreement electronically, effective on the date Client clicks to accept an Hourly Direct Contract, pursuant to Indiana State Code 26-2-8 and the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Sec. 7001, et seq., as amended from time to time (the “E-Sign Act”). Doing so constitutes an acknowledgement that you are able to electronically receive, download, and print these Hourly Direct Contract Escrow Instructions.

2. FUNDING ESCROW

By accepting an Hourly Direct Contract, Client agrees to deposit funds totaling the Qualified Health Professional’s hourly rate as agreed to by the parties multiplied by the weekly hourly limit agreed to by the parties (“Direct Contract Deposit”). Client authorizes NurseContact to hold the Direct Contract Deposit in escrow through the term of the Hourly Direct Contract and further authorizes NurseContact to release funds from the Direct Contract Deposit to the Qualified Health Professional in any instance(s) where the Qualified Health Professional invoices hours of work and the invoice is neither disputed or funded for payment by Client in accordance with these Hourly Escrow Instructions. In any such instance(s), Client agrees that NurseContact may charge to Client’s Payment Method or Client will otherwise deposit additional funds into the Client Escrow Account to replenish the Direct Contract Deposit. Qualified Health Professional and Client agree and authorize NurseContact to hold an amount equal to the Direct Contract Deposit in escrow through the termination of the Direct Contract, at which point the parties agree the Direct Contract Deposit will be released to Client if all payments due under the Hourly Direct Contract have been paid to Qualified Health Professional.

In addition to the Direct Contract Deposit, Client agrees to fund through Client Escrow Account payments to Qualified Health Professional on a weekly basis for the amount of Qualified Health Professional's applicable weekly invoices ("Direct Contract Weekly Funds"). If Client approves the submitted invoices in accordance with the below provisions, NurseContact will release the Direct Contract Weekly Funds to Qualified Health Professional.

2.1 WEEKLY HOURLY INVOICES

For Hourly Direct Contracts, the weekly billing cycle starts Monday at 00:00 midnight UTC and ends Sunday at 23:59 UTC. Invoices for hours recorded by the Qualified Health Professional on NurseContact within the weekly billing cycle (the "Hourly Invoice Deadline") will be generated each Monday following the week in which the hours were billed (such invoice, the "Hourly Invoice"). Qualified Health Professional irrevocably authorizes and instructs NurseContact, as its agent, to (i) create an invoice on behalf of Qualified Health Professional for payment due based upon the hours that the Qualified Health Professional recorded before the Hourly Invoice Deadline; and (ii) submit the Hourly Invoice on behalf of Qualified Health Professional to Qualified Health Professional's Client for payment.

By recording time on NurseContact and allowing an Hourly Invoice to be created based on the time recorded, Qualified Health Professional represents and warrants that (y) Qualified Health Professional has completed the applicable Qualified Health Professional Services fully and satisfactorily; and (z) the hours Qualified Health Professional reports are true, accurate, and complete.

2.2 HOURLY INVOICE REVIEW

Client must review and approve or dispute the Hourly Invoice by 11:59 PM UTC of the Thursday following the Sunday deadline for submission of the Hourly Invoice. Payments will be held in escrow during the Dispute Period (defined below), providing four days for Client to review and dispute the Hourly Invoice before funds are released. During the Dispute Period, Client may initiate a Dispute as to some or all of the time invoiced on the Hourly Invoice.

On the Friday following the Sunday deadline for submission of the Hourly Invoice, Client will be deemed to have approved all undisputed amounts on the Hourly Invoice, and irrevocably instructed NurseContact's Affiliate to release escrow funds as described in these Hourly Direct Contract Escrow Instructions.

3. INSTRUCTIONS TO RELEASE FUNDS IRREVOCABLE

Client's instruction to NurseContact and its wholly owned subsidiaries to release funds to a Qualified Health Professional is irrevocable. Such instruction is Client's authorization to transfer funds to Qualified Health Professional from the Client Escrow Account or authorization to charge Client's Payment Method. Such instruction is also Client's representation that Client has received, inspected, and accepted the subject work or expense. Client acknowledges and agrees that upon receipt of Client's instruction to pay Qualified Health Professional, NurseContact will release funds to the Qualified Health Professional and that NurseContact and other Affiliates have no responsibility to and may not be able to recover such funds. Therefore, and in consideration of services described herein, Client agrees that once

NurseContact has charged Client's Payment Method, the charge is non-refundable and any funds will only be returned pursuant to a Release Condition (see below).

4. RELEASE AND DELIVERY OF AMOUNTS IN ESCROW

NurseContact is authorized to and will release applicable portions of the Client Escrow Account (each portion, a "Release") to the Qualified Health Professional Escrow Account, upon the occurrence of and in accordance with one or more Release Conditions provided below or as otherwise required by applicable law or the Terms of Service. The amount of the Release will be delivered to the Qualified Health Professional Escrow Account, in accordance with Qualified Health Professional's and Client's instructions (as applicable), these Hourly Direct Contract Escrow Instructions, and the other Terms of Service.

4.1 RELEASE CONDITIONS

As used in these Escrow Instructions, "Release Condition" means any of the following:

1. Client and Qualified Health Professional have submitted joint written instructions for a Release.
2. Client has approved all or a portion of the Qualified Health Professional's Hourly Invoice. This Release Condition will only apply to amounts invoiced by the Qualified Health Professional that Client has approved. Client's failure to dispute an Hourly Invoice, or a portion of an Hourly Invoice, within the Dispute Period pursuant to these Hourly Direct Contract Escrow Instructions, constitutes approval by the Client for purposes of this Release Condition.
3. NurseContact makes a determination with respect to the funds and determines that the time is related to the Hourly Direct Contract requirements or Client's instruction, if Client initiates a Dispute with respect to Qualified Health Professional's Hourly Invoice pursuant to these Hourly Direct Contract Escrow Instructions.
4. Pursuant to the agreement of Client and Qualified Health Professional, if Client initiates a Dispute with respect to Qualified Health Professional's Hourly Invoice pursuant to these Hourly Direct Contract Escrow Instructions and Client and Qualified Health Professional resolve the dispute without the assistance of NurseContact. In any such instance, Client and Qualified Health Professional authorize and agree that NurseContact will release funds in accordance with Client and Qualified Health Professional's agreed resolution.
5. Issuance of a final order of a court or arbitrator of competent jurisdiction from which appeal is not taken, in which case the funds will be released in accordance with such order.
6. We believe, in our sole discretion, that fraud, an illegal act, or a violation of NurseContact's Terms of Service has been committed or is being committed or attempted, in which case Client and Qualified Health Professional hereby authorize and instruct NurseContact to take such actions as we deem appropriate in our sole discretion and in accordance with applicable law, in order to prevent or remedy such acts, including without limitation to return the funds associated with such acts to their source of payment.

5. MAKING OR RECEIVING A BONUS OR EXPENSE PAYMENT

Client may also make a bonus, tip, expense, or other miscellaneous payment to Qualified Health Professional using the Site. To make such a payment to a Qualified Health Professional, Client must follow the instructions and links on the Site and provide the information requested. If Client clicks to pay such a payment to Qualified Health Professional, Client irrevocably instructs NurseContact to and NurseContact will release escrow funds to Qualified Health Professional.

6. DISPUTES BETWEEN CLIENT AND QUALIFIED HEALTH PROFESSIONAL

For Hourly Direct Contracts, Client may dispute Qualified Health Professional's hours invoiced on the Hourly Invoice for the prior week (Monday 12:00 a.m. midnight UTC to Sunday 11:59 p.m. UTC) during the four days following the close of the weekly invoice period (Monday 12:00 a.m. midnight UTC to Thursday 11:59 p.m. UTC) (the "Dispute Period"). It is Client's responsibility to review the Hourly Invoice of every Hourly Direct Contract on a weekly basis and to file any disputes during the Dispute Period. Once the Dispute Period expires, Client will be deemed to have accepted the Qualified Health Professional Services and Qualified Health Professional Fees and can no longer dispute them. Disputes handled by NurseContact can only address the hours billed, not the quality of the Qualified Health Professional Services or the Work Product provided under Hourly Direct Contracts.

If Client disputes Qualified Health Professional's hours invoiced in the Hourly Invoice under an Hourly Direct Contract during the Dispute Period, Client and Qualified Health Professional are encouraged to resolve the dispute between themselves. If Client and Qualified Health Professional fail to come to a resolution, NurseContact will promptly review the Hourly Invoice and determine, in our sole discretion, whether an adjustment is appropriate consistent with Client's and Qualified Health Professional's instructions in these Escrow Instructions. NurseContact's determination of such dispute shall be final unless Client and Qualified Health Professional pursue legal proceedings, in which case funds will be released according to the final order from which appeal is not taken in accordance with Section 5.1 of these Hourly Direct Contract Escrow Instructions.

You acknowledge and agree that NurseContact or its Affiliates may, at its sole discretion, withhold or delay payment in the event of dispute between a Client and a Qualified Health Professional. You further acknowledge and agree that NurseContact and other Affiliates are not and will not be a party to any dispute between a Client and Qualified Health Professional over an Hourly Invoice or Hourly Direct Contract.

7. NO RESPONSIBILITY FOR SERVICES OR PAYMENTS

NurseContact and Affiliates merely provide a platform for Internet payment services. NurseContact and Affiliates do not have any responsibility or control over the Qualified Health Professional Services that Client purchases. Nothing in this Agreement deems or will be interpreted to deem NurseContact or any Affiliate as Client's or Qualified Health Professional's agent with respect to any Qualified Health Professional Services, or expand or modify any warranty, liability or indemnity stated in the Terms of Service. For example, NurseContact does not guarantee the performance, functionality, quality, or timeliness of Qualified Health Professional Services or that a Client can or will make payments.

8. REFUNDS AND CANCELLATIONS

Client and Qualified Health Professional are encouraged to come to a mutual agreement if refunds or cancellations are necessary. If there are no funds in escrow, Qualified Health Professional may issue a refund via the NurseContact platform up to the full amount paid on the Hourly Direct Contract.

9. NOTICES

All notices to a User required by these Escrow Instructions will be made via email sent by NurseContact to the User's registered email address. Users are solely responsible for maintaining a current, active email address registered with NurseContact, for checking their email and for responding to notices sent by NurseContact to the User's registered email address.

10. ABUSE

NurseContact, in its sole discretion, reserves the right to suspend or terminate your Account immediately upon giving notice to you if NurseContact believes you may be abusing the Dispute Assistance Program or as otherwise permitted by the Terms of Service. However, any Disputes for any Hourly Direct Contracts that existed prior to termination will be subject to the Terms of Service.