

US Together Online Interpretation Services Terms of Use Agreement

This Interpretation Services Portal and any related mobile applications (“the Portal”), and the services available through the Portal, are operated by US Together, Inc., an Ohio non-profit corporation (“US Together,” “the Company,” “our,” “us,” and “we”). These Terms of Use constitute a legal agreement between you (“you,” “your,” “the user,” and “the customer”), and US Together. The Portal allows you to schedule, coordinate, and track billing of interpretation and translation services (“the Services”) for the benefit of limited English-proficiency consumers (“Consumers.”)

Please read the Terms of Use carefully before you start to use the Portal. By accessing and using the Portal or any online account you create on our Portal, you accept without modification all of the terms, conditions, and notices contained in these Terms of Use. If you do not want to agree to these Terms of Use or the Interpretation Services Privacy Policy, you must not access or use the Portal.

The Portal is offered and available to users who are eighteen (18) years of age or older and reside in the United States or any of its territories or possessions. By using and providing information into the Portal, you represent and warrant that you are of legal age to form a binding contract with US Together and meet all the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Portal.

Modification of these Terms of Use: US Together may update or change the terms, conditions, and notices for the Portal services from time to time in order to reflect changes in the services, changes in the law, or for other reasons as deemed necessary by US Together, in its sole discretion. Your continued access to or use of the Portal after any such change shall constitute your consent to such change. Unless explicitly stated otherwise, any new features that change or improve the Portal shall be subject to these Terms of Use, as modified from time to time.

Reliance on Information Posted: The information presented on or through the Portal is made available solely for general information purposes and for the purposes of arranging interpretation and translation services. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Portal, or by anyone who may be informed of any of its contents.

Privacy and Personal Information: You may be required to register to use the Portal. To set up an account, you may be required to provide information about yourself. Additionally, data pertaining to your online transactions and usage may be collected, analyzed, and stored by US Together. US Together agrees that it will only use and/or disclose your personal information in accordance with the terms of the US Together Interpretation Services Privacy Policy (“the Privacy Policy”). The Privacy Policy is hereby incorporated by reference into these Terms of Use. By agreeing to these Terms of Use, you are also agreeing to the Privacy Policy. In accessing and using the Portal, you accept without modification all of the terms, conditions, and notices contained in the Privacy Policy. Although the Portal may be utilized in coordination with judicial, medical, or immigration proceedings, the Portal is not designed to be compliant with any state or federal regulated activity. Do not provide sensitive or regulated information in the Portal.

User Account Responsibility: If you are given or create a password to access the Portal, you are responsible for maintaining the confidentiality of your new account and your password. You are responsible for all activities that occur under your account and you agree to notify US Together immediately of any unauthorized use of your account. US Together is not responsible for any loss that you may incur as a result of any unauthorized person using your account or your password.

Third Party Sites: The Portal may contain links to websites controlled or operated by persons and companies other than US Together (“Linked Sites”). The Linked Sites are not under the control of US Together, and US Together is not responsible for the contents of any Linked Site, including without limitation any link contained on a Linked Site, or any changes or updates to a Linked Site. US Together is not responsible if the Linked Site is not working correctly or for any viruses, malware, or other harms resulting from your use of a Linked Site. US Together is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by US Together of the site or any association with its operators. You are responsible for viewing and abiding by the privacy policies and terms of use posted on the Linked Sites. You are solely responsible for any dealings with third parties who support US Together or are identified in the Portal, including the delivery of and payment for goods and services.

Prohibited Uses: You agree that you will not:

- Use the Portal for any purpose that is unlawful or contrary to these Terms of Use;
- Use the Portal in any manner that could damage, disable, overburden, or impair the Portal or interfere with any other party’s use and enjoyment of them;
- Attempt to gain unauthorized access to any Portal account, computer systems or networks associated with US Together or the Portal;
- Obtain or attempt to obtain any materials or information through the Portal by any means not intentionally made available or provided for by US Together;
- Use any robot, spider, or other automatic device, process or means to access the Portal for any purpose, including monitoring or copying any of the material on the Portal;
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;
- Attack the Portal via a denial-of-service attack or a distributed denial-of-service attack; or
- Impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).

Content Available on the Portal: The Portal and all content offered through it, including, but not limited to, text, third party applications, photos, graphics, and everything else you see, hear, and use through the Portal (all of which are referred to herein as “Content”) are owned exclusively by US Together or others who have licensed their content to US Together. The Content is protected by copyrights, or other proprietary rights, which means that you and others using the Portal are not permitted to use the Content in any manner, except as expressly permitted by US Together in this Terms of Use Agreement, or, where more prohibitive restrictions apply in the Terms of Use or similar agreements of others who have licensed their content to US Together, as expressly permitted by those

other parties' respective Terms of Use or similar agreements. Also, any of the names and logos (which are commonly referred to as "Trademarks") that appear on the Portal are owned by US Together or others who have licensed their use to US Together. The Trademarks may not be used in any manner without the prior permission of the owners. You acknowledge and agree that you are solely responsible for complying with the applicable restrictions on use of any and all of the Content and Trademarks that you see, hear, and use on the Portal. You understand that any unauthorized use of the Trademarks or Content would result in irreparable injury to US Together for which money damages would be inadequate and in such event US Together will have the right, in addition to other remedies available at law and in equity, to immediate injunctive relief to prevent any such unauthorized use. You further agree to hold US Together harmless and to indemnify US Together for any and all direct or indirect damages that do arise as a result of your violation of any applicable policy.

Intellectual Property Notices: US Together may have patents, patent applications, Trademarks, copyrights, or other intellectual property rights covering subject matter in the Portal, including pages that are part of the Portal. Except as expressly provided in these Terms of Use, the provision of US Together's services and the furnishing of such pages to you do not give you any license to these patents, Trademarks, copyrights, or other intellectual property. Any rights not expressly granted herein are reserved.

Warranty Disclaimer: US Together makes no representations or warranties about the suitability, reliability, availability, timeliness, and accuracy of the information, services, and related graphics contained on or obtained through the Portal for any purpose. All such information, services, and related graphics are provided "as is" without warranty of any kind. US Together and/or its respective partners hereby disclaim all warranties and conditions with regard to this information, services, and related graphics, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

Consent to Share Consumer Information: By sharing information of any Consumer through the Portal, you warrant that you have obtained all appropriate consent and acknowledgment from the Consumer to share any information relating to the Consumer that you add to the Portal. US Together disclaims all liability relating to unlawful and unauthorized dissemination of a Consumer's personal or proprietary information.

Third Party Applications Disclaimer: You acknowledge that your access and use of any third party applications or software on the Portal as part of US Together's services and Content (the "Third Party Applications") is at your discretion and risk, and US Together has no liability to you arising out of or in connection with your use of the Third Party Applications. US Together hereby disclaims any representation, warranty, or guaranty regarding the Third Party Applications, whether expressed, implied or statutory, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose, and any representation, warranty, or guaranty regarding the availability, quality, reliability, features, appropriateness, accuracy, completeness, or legality of the Third Party Applications, and you agree to indemnify and hold US Together harmless for any direct, indirect, punitive, incidental, special, or consequential damages, or any damages whatsoever including, without limitation, damages for loss of use, arising out of or in any way connected with the use or performance of the Third Party Applications.

Limitation of Liability: In no event shall US Together, its suppliers or affiliates be liable for any direct, indirect, punitive, incidental, special, or consequential damages, or any damages whatsoever including, without limitation, damages for loss of use, arising out of or in any way connected with the use or performance of the Portal, with the delay or inability to use the Portal, the provision or failure to provide services, or for any information or services obtained through the Portal, or otherwise arising out of the use of the Portal, whether based on contract, tort, negligence, strict liability, or otherwise, even if US Together or any of its suppliers or affiliates has been advised of the possibility of damages. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the Portal, or with any of these Terms of Use, your sole and exclusive remedy is to discontinue using the Portal. In no event will US Together's liability for any damages, losses, and causes of actions whether in contract or tort (including negligence or otherwise) exceed the actual dollar amount paid by you for the Portal.

Customer Support: US Together may provide information about how to use the Portal. If you have any questions about the Portal or any problems that you would like to report, please contact us at interpretmanager@ustogether.us

Termination and Restriction of Access: In its sole discretion, US Together may terminate or suspend your access to the Portal for breach of these Terms of Use or inactivity, or for any reason it deems appropriate. Any cancellation or termination by you or US Together shall not relieve you of any obligations to pay fees accrued prior to such cancellation or termination. The Portal may be discontinued at any time without notice or refund, except for services paid for and not yet rendered by US Together. US Together shall not be liable for any losses or damages arising from any such termination of service.

General: These Terms of Use are governed by the laws of the State of Ohio, U.S.A. You hereby irrevocably consent to the exclusive jurisdiction and venue of the courts in Columbus, Ohio, U.S.A. in all disputes arising out of or relating to the use of the Portal. You agree that no joint venture, partnership, employment, or agency relationship exists between you and US Together as a result of these Terms of Use or use of the Portal. You may not assign these Terms of Use without the prior written consent of US Together in all instances. US Together may assign these Terms of Use, in whole or in part, at any time. US Together's performance of this agreement is subject to existing laws and legal process, and nothing contained in these Terms of Use is in derogation of US Together's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Portal or information provided to gathered by US Together with respect to such use. You agree to indemnify and hold US Together, its parents, subsidiaries, affiliates, officers, employees and agents, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct in connection with the Portal. If any part of these Terms of Use are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms of Use shall continue in effect. These Terms of Use, including the Privacy Policy and all other documents expressly incorporated herein by reference, constitute the entire agreement between you and US Together with

respect to the Portal, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and US Together. A printed version of these Terms of Use and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Arbitration: At its sole discretion, US Together may require you to submit any disputes arising from the use of these Terms of Use or the Portal, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Ohio law. By using the Portal, you hereby consent to submission of any dispute to final and binding arbitration.

Limitation on Time to File Claims: Any cause of action or claim you may have arising out of or relating to these Terms of Use or the Portal must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

Last Revised: June 07, 2018