

## Terms of Use

Medical Staffing Solutions, Inc. and/or its affiliates (“MSSI”) provides staffing solutions and technology platforms to healthcare partners and employment opportunities to those seeking employment in healthcare through its website located at <https://mssi.com/> and all other web pages that link to these Terms of Use, and through applications or other software owned and/or operated by MSSI, including but not limited to Staffbook (collectively the “Services”). By using the Services, you agree to the following Terms of Use (“Terms”).

By accessing and using the MSSI Services, you agree on your behalf and on behalf of any entity or person on whose behalf you are accessing the Services (collectively, “you”) to abide by these Terms. Your use of the MSSI Services constitutes your agreement to all such Terms, conditions, and notices. You may not use the Services if you do not agree to the Terms or if you are a person barred from using services that MSSI provides under the laws of any country in which you are resident or from which you use the MSSI Website.

Please read these Terms carefully, as they may have changed since your last visit. If you do not accept these Terms, please discontinue using the MSSI Services. By using and accessing the Services, you represent that you are at least 21 years of age, have the authority to enter these Terms on your own behalf and on behalf of any organization or entity on whose behalf You are using or accessing the Services, and that all information provided by you, including, but not limited to your identity, contact information, experience, qualifications, available positions, and facility details, is accurate and current. You shall be responsible for any violation of the Terms by you, your agents, or your employees.

### **Privacy**

Please review our Privacy Policy, which also governs your use of the Services, to understand our practices surrounding the collection, use, disclosure, retention, and protection of personal information.

### **Electronic Communications**

When you use the Services, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us or our service providers electronically, such as by e-mails, texts, mobile push notices, or notices and messages through the Services, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

### **No Unlawful Or Prohibited Use**

As a condition of your use of the Services, you warrant to MSSI that you will not use the Services for any purpose that is unlawful or prohibited by these Terms. You may not use the Services in any manner which could damage, disable, overburden, or impair the Services or interfere with any other party’s use and enjoyment of the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for

through the Services, including, but not limited to, data mining, robots, or similar data gathering and extraction tools.

### **No Guarantee**

MSSI does not guarantee that you will receive any employment or job offers through the Services and is neither your employer nor your agent based solely on your usage of the Services.

### **Restricted Sites; Registered Users**

MSSI has restricted access to certain portions of the Services (the “Restricted Websites”) to users with legitimate MSSI-related business reasons for using such Restricted Websites who have registered with MSSI or to whom MSSI has otherwise provided an account, username or password (the “Registered Users”). You agree that the entirety of the Restricted Websites, including, but not limited to their design, source code, databases, content, and data or materials stored on, generated by, created using, or transmitted through them shall be considered Confidential Information, as defined below. You agree that your use of, and access to, the Restricted Websites shall be limited only to the extent such access and use directly relates to, or is necessary for, an existing or prospective employment relationship with MSSI or an existing or prospective business relationship or agreement between you and MSSI (the “Permitted Uses”).

You agree any username or password used by you to access Restricted Websites is Confidential Information, as defined below. You agree not to use another Registered User’s username and password nor to allow any person, other than you, your employees, or agents, to use the username or password used by you. You are solely responsible for all activity conducted using your username or password. You will immediately notify MSSI if you become aware of any loss or theft of your username or password or any unauthorized use of your username and password. MSSI is not liable for any loss or damage arising from your failure to comply with these obligations. MSSI reserves the right to reset, lock, delete, or suspend your account or login credentials at any time and for any reason. You shall be responsible for notifying MSSI if your relationship with any employee or agent who had access to the Restricted Websites is severed so passwords may be updated or accounts disabled.

### **Confidential Information**

When accessing or using the Restricted Websites, you may be able to upload, download, receive, transmit, view, create, enter, access, post, share, display, or otherwise use or access information, documents, or other material that is confidential in nature (collectively “Confidential Information”). Confidential Information includes, but is not limited to: (i) marketing, job orders, personal identifying information, and other information relating to MSSI’s business, customers, agents, employees, or subcontractors or (ii) private or sensitive information relating to healthcare professionals and other workers provided by MSSI, its affiliates, agents, or subcontractors, such as personnel, medical, financial, credentialing, or other compliance documentation or records. You agree to only use Confidential Information for lawful, Permitted Uses or as otherwise permitted by law. You agree to limit access to Confidential Information to only those employees or agents of yours who reasonably require access to such information for the Permitted Uses. If you provide any Confidential Information to your employees or agents, you shall require all such employees or agents to abide by these Terms, as well as any applicable laws or agreements relating to such

information. You agree that you will be responsible for any breach of any provision of these Terms by Your employees or agents. You shall take all necessary precautions, but not less than a reasonable standard of care, to protect the confidential nature of the Confidential Information, including, without limitation, reasonable security measures and all precautions you use with respect to your own confidential information.

In the event you or any of your representatives are requested or required by any government or governmental agency or authority to disclose any of the Confidential Information (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, any informal or formal investigation by any government or governmental agency or authority, or otherwise), you will notify MSSI promptly in writing so that MSSI may seek a protective order or other appropriate remedy or, in MSSI's sole discretion, waive compliance with these Terms. You agree not to oppose any action by MSSI to obtain a protective order or other appropriate remedy. In the event that no protective order or other remedy is obtained or MSSI waives compliance with these Terms, you agree to furnish only that portion of the Confidential Information, which you are advised is legally required.

If you discover or are notified of a breach or potential breach of security with respect to any Confidential Information provided or made available by MSSI, you shall immediately: (i) notify MSSI of such breach or such potential breach at the address specified below, (ii) immediately investigate such breach or such potential breach and inform MSSI of the results of such investigation, and (iii) assist MSSI as reasonably necessary to enforce MSSI's rights and to enable MSSI to comply with any state or federal law requiring the provision of notice of any security breach with respect to the breach.

Notwithstanding any other provision of the Terms, Confidential Information shall not include any information, data, material, document, patent or idea, which: (i) is within the public domain prior to the time of disclosure or thereafter becomes within the public domain other than as a result of disclosure by you or your representatives in violation of these Terms; (ii) was, on or before the date of disclosure, in your possession, as shown by you, unless it was acquired by you from a third party who was under an obligation of confidentiality to MSSI; (iii) is acquired by you from a third party not under an obligation of confidentiality to MSSI; or (iv) was independently developed by you without the use of Confidential Information or other breach of these Terms.

### **Use Of Communication Services**

The Services may contain bulletin board services, chat areas, news groups, forums, commentary services, communities, personal web pages, calendars, membership directory, and/or other message or communication facilities (collectively, "Communication Services") designed to enable you to communicate with an individual or with a group. You agree to use the Communication Services and the Services only to post, send, and receive messages and material that are proper and related to the particular Communication Service or the Services. To use the Communication Services or the Services, you represent and warrant that you are at least eighteen (18) years of age.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Advertise or offer to sell or buy any goods or services for any business purpose;
- Use Communication Services for political campaigning, recruiting votes, or soliciting support for legislative or other initiatives;
- Conduct or forward surveys, contests, pyramid schemes, or chain letters;
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner;
- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Publish, post, upload, distribute, or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information;
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy and publicity) unless you own or control the rights thereto or have received all necessary consents;
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
- Falsify or delete any author attributions, legal, or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- Harvest or otherwise collect information about others, including email addresses, without their consent;
- Interfere with or disrupt the integrity or performance of the Communication Services, any portion or contents thereof, or related systems or networks;
- Use the Communication Services in any way which degrades their reliability, speed, or operation, or their underlying hardware or software;
- Restrict or inhibit any other user from using and enjoying the Communication Services;
- Violate any code of conduct or other guidelines, which may be applicable for any particular Communication Service;
- Violate any applicable laws or regulations.

MSSI has no obligation to monitor the Communication Services. MSSI cannot verify the accuracy of statements that users make or place on or through the Communication Services, and does not guarantee that any material has been submitted with the permission of the copyright or proprietary owner or are otherwise in compliance with these Terms.

All comments, concerns, and notices of violations of these Terms of Use can be made to [recruiter@mssi.com](mailto:recruiter@mssi.com). If you have a concern about copyright ownership relating to any information posted on Services, please notify MSSI in writing at the address provided below.

However, MSSI reserves the right to:

- Review materials posted to a Communication Service and to remove or edit any materials in its sole discretion, including those in violation of these Terms.

- Disclose your identity to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.
- Change, terminate, or suspend the Communication Services, any features of the Communication Services, and any content or materials contained in the Communication Services, in any way, at any time and for any reason or no reason. MSSI also has the right to require you to cease accessing any features, content, or materials of the Communication Services.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction, and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

### **License**

By sending, uploading, sharing, emailing, posting, publishing, editing, modifying, or otherwise transmitting content or information to MSSI or the Services, or submitting any content to or through the Services or to MSSI relating to the Services (including, documentation, feedback), you automatically grant (or warrant that the owner of such rights has expressly granted), MSSI a worldwide, perpetual, royalty-free, irrevocable, nonexclusive right and license to use, reproduce, modify, adapt, publish, transmit and distribute such content in any form, medium, or technology now known or later developed. In addition, you warrant that all so-called moral rights in the content have been waived. MSSI assumes no responsibility for the deletion of or failure to store any posting, transmission, documents, or information stored or submitted on the Services. Notwithstanding the foregoing, this section is not intended to and does not supersede any applicable laws or separate written agreements between you and MSSI that are signed by an authorized representative of MSSI, to the extent such laws or agreements restrict or govern MSSI's use of Confidential Information provided by you to MSSI as part of a business transaction or otherwise govern licensing rights.

### **Push Notifications**

If you download any applications or software relating to your usage of the Services ("MSSI App"), you may receive push notifications sent to you outside or inside the MSSI App which may include alerts, badges, banners and sounds ("Push Notifications"). If you agree to allow Push Notifications, then the MSSI App will generate Push Notifications on your mobile device. You may control the Push Notifications in your device's settings. Some of the Push Notifications may be related to your location. Your carrier may charge standard data and other fees for use of Push Notifications, and these fees may appear on your mobile bill or be deducted from your pre-paid balance. You agree that you are solely responsible for any such fees or charges incurred, and you release MSSI from any and all obligation or liability related to the imposition of such charges or fees. Your carrier may prohibit or restrict certain Push Notifications and certain Push Notifications may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues. You may discontinue Push Notifications in your app settings, your device's settings or by deleting the MSSI App. MSSI may collect information related to your use of Push Notifications.

## **Links To Third Party Sites**

The Services may contain links to other websites (“Linked Sites”). The Linked Sites are not under the control of MSSI, and MSSI is not responsible for the contents of Linked Sites, including without limitation, any link contained in Linked Sites, or any changes or updates to Linked Sites. MSSI is not responsible for webcasting or any other form of transmission received from Linked Sites. MSSI is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by MSSI of the site or any association with its operators. If you choose to click a link to Linked Sites, please understand that MSSI does not have any control over the privacy practices of third-party websites, and you should familiarize yourself with the privacy policies of those Linked Sites before clicking on them.

## **Materials Provided To MSSI Or Posted To Any Services**

MSSI does not claim ownership of the materials you provide to MSSI (including feedback and suggestions) or post, upload, input, or submit to any Services (collectively “Submissions”). However, by posting, uploading, inputting, providing, or submitting Submissions, you are granting MSSI any necessary sub-licensees or permissions to use your Submission in connection with the operation of their businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat your Submission; none of which will reveal your name in connection with Submissions unless you, the individual user, either voluntarily provide your name within the materials publically or agree to permit such in a separate agreement with MSSI.

No compensation will be paid with respect to the use of Submissions, as provided herein. MSSI is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in MSSI’s sole discretion.

By posting, uploading, inputting, providing, or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input, or submit the Submissions.

## **Copyright and Trademark**

This site and all the information it contains, or may in the future contain, including, but not limited to, articles, white papers, press releases, opinions, text, directories, guides, photographs, illustrations, trademarks, trade names, service marks and logos (collectively, the “Content”), is the property of MSSI and is protected from unauthorized copying and dissemination by U.S. Copyright law, trademark law, international conventions, and other intellectual property laws.

Nothing contained on this site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use this site or any Content displayed on this site, through the use of framing or otherwise, without the prior written permission of MSSI or such third party that may own the trademark or copyright of material displayed on this site.

Subject to your full compliance with these Terms, MSSI authorizes you to view the Content, make a single copy of it, and print that copy, but only for your own lawful, personal, noncommercial use, provided that you maintain all copyright, trademark and other intellectual property notices contained in such Content, and provided that the Content, or any part thereof, is not modified.

It is the policy of MSSI to take appropriate actions under the Digital Millennium Copyright Act and other applicable intellectual property laws. If you become aware of transmissions or postings that violate these rules or believe your copyrighted work has been inappropriately used or made accessible through the Services, please notify MSSI in writing at the address provided below.

### **Term / Termination / Access Restriction**

MSSI reserves the right, in its sole discretion, to edit, refuse to post, or remove any information or materials, in whole or in part, or to terminate your access to the Services and the related services or any portion thereof at any time, without notice.

The Terms shall take effect immediately upon: your access to, or use of, the Services after the Terms are posted or, if you have executed a separate agreement incorporating or referencing these Terms, the effective date of such agreement. The Services are provided as a convenience to assist MSSI in conducting its business. MSSI reserves the right to modify, change, or disable the Services or your use of, or access to, the Services, at any time with or without notice. MSSI shall not be liable for damages in connection with such terminations, disabling, modifications, or changes.

In addition, MSSI reserves the right to modify or terminate the Terms at any time. You agree that MSSI may provide reasonable notice of such modifications by posting the new or modified terms (the “Modified Terms”) on its website. You agree that if you continue to use the Services without written objection to MSSI, you shall be considered to have accepted the Modified Terms as of the effective date stated therein. Such Modified Terms shall apply prospectively only.

You may terminate any of your obligations under the Terms at any time by ceasing to use the Services and, if you are a Registered User, by notifying MSSI of your desire to terminate your account. Upon termination, you must destroy all copies of Confidential Information in your possession, custody, or control, except that you may be permitted to obtain a copy of certain Confidential Information to the extent permitted in writing by MSSI or where you are legally required to retain such records.

### **Warranty and Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE MSSI SERVICES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. MSSI, ITS AGENTS, AND/OR SERVICE PROVIDERS MAY MAKE IMPROVEMENTS OR CHANGES TO THE MSSI SERVICES AT ANY TIME. ADVICE RECEIVED VIA THE MSSI SERVICES SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL, OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

MSSI, ITS AGENTS, AND/OR SERVICE PROVIDERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, OR ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES, OR RELATED GRAPHICS CONTAINED ON THE SERVICES OR PROVIDED THROUGH THE SERVICES FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. MSSI, ITS AGENTS, AND SERVICE PROVIDERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MSSI, ITS AGENTS, OR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR ANY OTHER DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE MSSI SERVICES WITH THE DELAY OR INABILITY TO USE THE MSSI SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, OR RELATED GRAPHICS OBTAINED THROUGH THE MSSI SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE MSSI SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF MSSI (OR ANY OF ITS AGENTS OR SERVICE PROVIDERS) HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/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 MSSI SERVICES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE MSSI SERVICES.

### **Compliance With Applicable Law**

You agree to abide by all applicable local, state, national, and international laws, and regulations with respect to your use of the Services or any Confidential Information or other information obtained by you while using the Services. The Terms are also subject to any applicable export laws, orders, restrictions, or regulations. You shall not export the Services or access or use the Services without complying with such laws, orders, restrictions, or regulations.

### **Privacy And Personal Information**

For information about MSSI data protection practices, please read MSSI's Privacy Policy. This Policy explains how MSSI treats your personal information, and protects your privacy, when you use services provided by MSSI. You agree to the use of your data in accordance with MSSI's Privacy Policy.

### **Release**

To the fullest extent permitted by applicable law, you release MSSI, including its parents, owners, subsidiaries, affiliates, predecessors, insurers, re-insurers, successors, and assigns, and each of their respective officers, directors, partners, employees, agents, attorneys, shareholders, trustees, administrators, executors, principals, representatives, employee benefits plans and programs (including their administrators and fiduciaries), heirs, successors, and assigns, in their corporate and Employee capacities, from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties.

### **Indemnification**

By using the Services, you agree to indemnify, defend, and hold harmless MSSI and its agents and service providers against any and all liability, losses, claims, demands or costs and expenses of any kind, including reasonable attorneys' fees and costs of litigation, arising out of or otherwise related to your use of the Services, a breach by you of these Terms, your violation of any rights of another party arising out of your use of the Services, any other damage caused by your use of the Services, or your violation of any law or regulation relating to, or arising out of, your use of or access to the Services.

### **Choice of Law, Venue, and Class Action Waiver**

The Terms and the relationship between you and MSSI is governed by the laws of the State of Wisconsin without regard to any conflict of law provisions. For any dispute regarding this Terms or the Services, or arising therefrom, you agree to submit to the personal and exclusive jurisdiction and venue of the federal and state courts located in Rice Lake, Wisconsin. Any proceedings to resolve or litigate any dispute regarding the Terms or the Services will be conducted solely on an individual basis. You and MSSI agree that neither party may seek to have any dispute heard as a class action, or in any other proceeding in which a party acts or proposes to act in a representative capacity. Notwithstanding the foregoing, you agree that MSSI shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

### **Miscellaneous**

1. As part of MSSI's continuing innovation, you acknowledge and agree that MSSI may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at MSSI's sole discretion, without prior notice to you. You may stop using MSSI's Services at any time. You do not need to specifically inform MSSI when you stop using its Services.
2. You acknowledge and agree that MSSI may update the content on the Services from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Services may be out of date at any given time, and MSSI is under no obligation to update such material.
3. You acknowledge and agree that if MSSI disables access to your account or the Services, you may be prevented from accessing the Services provided by MSSI,

your account details or any files or other content, which is contained in your account.

4. You agree that if MSSI does not exercise or enforce any legal right or remedy which is contained in the Terms (or which MSSI has the benefit of under any applicable law), this will not be taken to be a formal waiver of MSSI's rights and that those rights or remedies will still be available to MSSI.
5. Unless MSSI has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Services provided by MSSI, grant a security interest in or over your rights to use the Services, or otherwise transfer any part of your rights to use the Services. This means also that you shall not share your password with third-parties.
6. When these Terms come to an end, all of the legal rights, obligations, and liabilities that you and MSSI have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force), or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of this agreement shall continue to apply to such rights, obligations, and liabilities indefinitely.
7. If any disagreement or dispute arises regarding these Terms or any rights or obligations conveyed hereunder, the disagreement shall be resolved, whenever possible, by directly communicating, by email, telephonically, or in-person at each party's expense, and conferring. If such efforts are unsuccessful, either you or MSSI (collectively "Parties" or individually "Party") shall seek a resolution via binding arbitration, to be conducted in Rice Lake, Wisconsin, and in accordance with the then-prevailing rules of the American Arbitration Association. Any award conferred shall be enforceable in any court of suitable jurisdiction in Barron County, Wisconsin. The arbitration requirement does not apply to requests for injunctive relief. The parties agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. If, for any reason, a claim proceeds in court rather than in arbitration, both Parties each waive any right to a jury trial. The parties both agree that either Party may bring suit in court to enjoin infringement or other misuse of intellectual property rights.
8. You acknowledge that any breach, threatened or actual, of the Terms will cause irreparable injury to the Services, such injury would not be quantifiable in monetary damages, and MSSI would not have an adequate remedy at law. You therefore agree that MSSI shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of the Terms. Accordingly, you hereby waive any requirement that MSSI post any bond or other security in the event any injunctive

or equitable relief is sought by, or awarded to, MSSI to enforce any provision of the Terms.

9. You acknowledge and agree that nothing in the Terms shall be construed to limit, restrict, impede, waive, release, or discharge your rights under Section 7 of the National Labor Relations Act.
10. No joint venture, partnership, employment, or agency relationship exists between you and MSSI as result of the Terms or your utilization of the Services.
11. Except as expressly provided otherwise, there are no third party beneficiaries to the Terms and nothing contained in the Terms is intended to or shall be interpreted to create any third-party beneficiary claims.
12. The headings in the Terms are for convenience or reference only and are not to be considered when construing the Terms.
13. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms, which will remain in full force and effect.
14. The Terms represent the entire agreement between you and MSSI with respect to use of the Services. The Terms supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and MSSI that govern your use of, or access to, the Services. In the event you are or were an employee of MSSI or a business partner contracting for Services, the terms of any employment policies or written agreements signed with the requisite authorized individual of MSSI relating to your employment or partnership with MSSI (including any arbitration agreements) shall control to the extent deemed inconsistent with these Terms.

### **Modification Of These Terms Of Use**

MSSI reserves the right to change the terms, conditions, and notices under which the Services is offered in MSSI's sole discretion. Your continued use of the Services following the posting of revised Terms means that you accept and agree to the changes.

### **Notice/Contacting MSSI**

All notices, requests, demands or other communications to MSSI shall be made in writing and shall be addressed to:

MSSI  
PO Box 101  
Rice Lake, Wisconsin 54868

*Last Edited on April 18, 2024.*