DoxApply Terms of Use

THESE TERMS OF USE (the "Agreement") FORM A LEGAL AGREEMENT BETWEEN YOU, THE END USER (referenced herein as "you" or with "your") and SURGTALK, INC DBA DOXAPPLY.Inc. ("doxapply," "we," "us") **THAT APPLIES EACH TIME YOU USE OR ACCESS (1) THE WEBSITES AVAILABLE AT WWW.DOXAPPLY.COM (2) DOXAPPLY FOR TRANSFER, RECOMMENDER FORMS, AND OTHER FEATURES AND SERVICES, (3) AUTHORIZED MOBILE PHONE APPLICATIONS, AND (4) ANY WEBPAGES, PORTALS, APPLICATIONS, FEATURES, AND CONTENT ASSOCIATED WITH ANY OF THE FOREGOING** (each individually and all collectively, the "Solution") **SUBJECT TO YOUR COMPLIANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THIS TERMS OF USE. YOU SHOULD THEREFORE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY, AS THEY GOVERN YOUR USE OF THE SOLUTION AND ITS FUNCTIONALITY. IN PARTICULAR, THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION THAT WAIVES YOUR RIGHT TO A COURT HEARING AND/OR A JURY TRIAL, AND A CLASS ACTION WAIVER THAT WAIVES YOUR RIGHT TO PARTICIPATE IN ANY CLASS ACTION LAWSUIT TO ENFORCE THIS CONTRACT. IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU ARE NOT GRANTED PERMISSION TO ACCESS OR OTHERWISE USE THE SOLUTION AND ARE INSTRUCTED TO EXIT AND/OR UNINSTALL THE SOLUTION IMMEDIATELY.**

We reserve the right at any time to:

- Change the terms and conditions of this Agreement;
- Change the Solution, including eliminating or discontinuing any content on or feature of the Solution; or
- Change any fees or charges for use of the Solution or any Materials.

You acknowledge and agree that we reserve the right to modify this Agreement at any time. Any changes we make to this Agreement will be effective immediately upon notice, which we may provide by any means permitted under applicable law, including, without limitation by posting an updated version on this webpage, providing an updated version on the Solution, or notifying you by electronic mail. Your continued use of the Solution following such changes will be deemed acceptance of such changes. Be sure to return to this page periodically to ensure familiarity with the most current version of this Agreement.

1. Solution and Related Materials

The Solution includes: (1) DoxApply® service and websites available at the URLs listed above; (2) our hospital/healthcare organizations application for credentialing and privileging (3) related

content and materials provided through and/or in connection with the foregoing, including any data, text, graphics, images, audio and video clips, logos, icons, links, applications, portals, and features provided in connection therewith (such items together with DoxApply Works collectively, the "Materials"); and (4) any updates, versions, improvements, enhancements, or modifications of any of the foregoing.

2. Grant of License.

Subject at all times to your full compliance with the terms and conditions of this Agreement, DoxApply grants to you a personal, revocable, limited, non-exclusive, non-sublicensable, and non-transferable license to use and access the Solution solely for your personal, internal, non public, non-commercial use in furtherance of the Permitted Purpose. Depending on the category of user which applies to you, the "Permitted Purpose" is defined as:

(i) for physician applicants, online user registration, DoxApply, and any application supplements, and/or other applicant forms;

(ii) for healthcare / healthcare organizations (and any employee, administrator, agent, or other representative thereof), receive physician application data;

3. Limited License to DoxApply Works.

Unless otherwise specified on the Solution, you may download copies of DoxApply applications accessible through the Solution as indicated therein. In addition to the foregoing grant of license to the Solution, DoxApply grants to you a personal, revocable, limited, non exclusive, non sublicensable, and non-transferable license to use, access, and copy DoxApply application solely for your personal, internal, non-public, non-commercial use in connection with your permitted use of the Solution.

You must retain all copyright and other proprietary notices on downloaded and copied DoxApply applications, and any such downloads or copies are subject to the terms and conditions of this Agreement. Further, DoxApply application remains the property of DoxApply or its licensors or suppliers. DoxApply is licensed, not sold or transferred to you. Your use, access, downloading, or copying of DoxApply in part or the whole application is conditioned on, including the licenses and terms and conditions of third parties. You may not download, copy or use any of DoxApply application except as expressly authorized in the Solution and, in any event, you may not distribute, modify, transmit, create derivative works of, republish, or publicly display DoxApply application except as expressly permitted by DoxApply in a separate writing.

4. Additional Restrictions.

When using or accessing the Solution, DoxApply and any other Materials in accordance with the foregoing licenses, you shall not directly or indirectly (a) use the Solution or Materials to create any service, software or documentation that performs substantially the same functionality as the Solution or Materials, (b) disassemble, decompile, reverse-engineer, or use any other means to attempt to discover any source code, algorithms, trade secrets, or applications underlying the Solution or Materials, (c) encumber, sublicense, transfer, distribute, rent, lease, time-share, or use

the Solution or Materials in any service bureau arrangement or otherwise for the benefit of any third party, (d) adapt, combine, create derivative works of, or otherwise modify the Solution or Materials, (e) disable, circumvent, or otherwise avoid or undermine any security device, mechanism, protocol, or procedure implemented in the Solution or Materials, (f) use or access the Solution or Materials for any unlawful, fraudulent, deceptive, tortious, malicious, or otherwise harmful or injurious purpose, (g) remove, obscure, deface, or alter any proprietary rights notices on any element of the Solution or Materials, (h) use the Solution or Materials in any manner which could damage, disable, overburden, or impair the Solution or Materials and/or DoxApply's systems or network infrastructure, or otherwise interfere with any third party's authorized use of the Solution or Materials, (i) probe, scan, or test the vulnerability of the Solution or any systems or network infrastructure connected with the Solution, including without limitation by stress testing or penetration testing, or (j) engage in any "data mining," "deep-link," "page-scrape," or use "bots," "spiders," or similar data gathering and extraction tools or methods in connection with the Solution.

5. User Obligations

You represent that you will, at all times, provide true, accurate, current, and complete information (which you have all necessary rights, permission(s), prior express consent, or authority to provide) when submitting information through the Solution. In addition, you are responsible for compliance with all applicable laws, rules, and regulations, including but not limited to all laws and regulations governing consumer protection, unfair competition, commercial electronic mail (email) and messages, advertising, privacy, and information security with respect to your use of the Solution. If you access the Solution on behalf of any organization, your organization shall be bound to this Agreement and be liable for any breach by you. You represent that you have all rights, power, and authority to agree to this Agreement on behalf of your organization.

The Solution is not intended for use or access by any individual under the age of Eighteen (18) years, and DoxApply does not knowingly, willingly, or intentionally collect personal information from such individuals in any medium for any purpose.

6. Registration

Some areas of the Solution may require you to register an account with the Solution. Registration for access to and use of the Solution may also require access credentials, such as a username and a password, or adherence to other access requirements as designated by DoxApply in its sole discretion from time to time. When and if you register, you agree to (a) provide accurate, current and complete information about yourself as prompted by our registration form (including your email address) and (b) maintain and update your information (including your email address) to keep it accurate, current and complete. You acknowledge that, if any information provided by you (or on your behalf under your direction or knowledge) is untrue, inaccurate, not current or incomplete or contains a misrepresentation, we reserve the right to terminate this Agreement and your use of the Solution and/or disclose to our members what other members you had applied to using the Solution, consistent with the terms of our Privacy Policy.

As part of the registration process, you will be asked to select a username and password or provide a cell phone number where text messages can be sent. We may refuse to grant you a username that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive, or may cause confusion, as determined by us in our sole discretion. You will be responsible for the confidentiality and use of your username and password and agree not to transfer or resell your use of or access to the Solution to any third party. If you have reason to believe that your account with us is no longer secure, you must promptly change your password by visiting https://www.doxapply.com and immediately notify us of the problem by contacting DoxApply.

YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES (INCLUDING PURCHASES, AS APPLICABLE) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT, WHETHER OR NOT INDIVIDUALLY EXECUTED AND/OR AUTHORIZED BY YOU, AND DoxApply SHALL BE ENTITLED TO RELY UPON ALL INPUTS AND RESPONSES MADE THROUGH YOUR ACCOUNT AS IF MADE EXCLUSIVELY BY YOU.

7. Code of Conduct

In addition to and without limiting any other restrictions herein contained, while using the Solution or Materials, you agree not to:

- create more than one account while registering on the Solution;
- express or imply that any statements you make are endorsed by us, without our prior written consent;
- transmit (a) any material, non-public information about companies without the authorization to do so; (b) any trade secret of any third party; or (c) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us); • engage in spamming or flooding;
- "frame" or "mirror" any part of the Solution without our prior written authorization; • link to any page of or content on the Solution other than the URL located at http://www.doxapply.com;
- harvest or collect information about Site visitors or members without their express consent; or upload, send, or transmit any information, messages, or communications which constitute hate speech or other illegal speech, or otherwise harass, threaten, defame, slander, libel, or threaten any individual or group.

8. Submissions and Postings

By sending or transmitting to us creative suggestions, ideas, notes, concepts, information or other materials (each a “Submission” and collectively, "Submissions"), or by posting or uploading such Submissions to any area of the Solution, you grant us and our designees a worldwide, non exclusive, fully sublicenseable (through multiple tiers), freely assignable, royalty free, perpetual, irrevocable right to use, reproduce, distribute (through multiple tiers), create derivative works of,

publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale, import, export, and otherwise exploit such Submissions in any media now known or hereafter developed, for any purpose whatsoever, without compensation to the provider of the Submissions. None of the Submissions will be subject to any obligation, whether of confidentiality, attribution or otherwise, on our part and we will not be liable for any use or disclosure of any Submissions.

DoxApply may screen, review, edit, moderate, or monitor your Submissions from time to time at its discretion, but has no obligation to do so. In any event, DoxApply is not responsible to you under this Agreement for your or any other user's Submissions and shall have no liability or responsibility for the quality, content, accuracy, legality, or effectiveness of any Submissions. You acknowledge and agree that DoxApply shall have no obligation of confidentiality whatsoever with respect to your Submissions. By uploading, posting, displaying, transmitting, or otherwise providing a Submission to the Solution, you represent and warrant that: (i) you possess all legal rights required to upload, post, display, and/or transmit each Submission and permit DoxApply to use such Submission as set forth herein (including without limitation any necessary third-party license rights or required consents under applicable law); (ii) each Submission is in full compliance with all applicable laws and regulations; and (iii) your Submissions do not infringe, misappropriate, or otherwise violate the personal or proprietary rights of any third party.

9. Purchases and Payments.

The Solution may contain the option for you to purchase and/or make payments in connection with certain features or services. The applicable fees (and any applicable discounts, if available), license or subscription period, renewal opportunities, and permitted payment methods (e.g., credit or debit) will be specified in the Solution at the time of order. All payments are final and there will be no refunds, credits, or cancellations except as otherwise expressly disclosed at the time of payment, indicated by DoxApply in writing, or as may be required under applicable law. All transactions are void where prohibited by law. DoxApply may request further information from you in order to confirm the order and method of payment. DoxApply reserves the right to terminate or suspend access to the Solution or any related license, subscription, product, or service if you fail to pay any amounts when due. You shall reimburse DoxApply for all reasonable costs incurred (including reasonable attorney's fees) in collecting past-due amounts. Unless otherwise specified herein, all payment obligations with respect to amounts due to DoxApply in connection with the Solution shall survive the expiration or termination of the Agreement for any reason.

When confirming payment, you agree to pay using the payment methods indicated and grant authorization to DoxApply and/or the applicable third party payment-processor to charge or otherwise implement your selected payment methods. DoxApply and/or the applicable third party payment processor shall charge, and you shall be responsible for, all taxes, tariffs, levies, or duties applicable to your payment, excluding taxes applied against DoxApply's net income. Unless otherwise expressly indicated at the time of purchase, all transactions listed through the Solution are denominated in U.S. dollars. You are responsible for: (a) the accuracy of all credit and debit card information or other payment method information that you provide to us; and (b)

maintaining the confidentiality and security of your account information, including without limitation with respect to payment methods. You should not disclose your payment information to anyone. If your account information is lost or stolen, anyone who obtains possession of either could utilize the payment methods associated with your account. You are responsible for all transactions on your account, including unauthorized transactions.

10. Links and Third-Party Services

The Solution may contain links to other Internet web sites, including affiliated web sites which may or may not be owned or operated by DoxApply. DoxApply has not reviewed all of the web sites that are or may be linked to the Solution, and DoxApply has no control over such sites. DoxApply is providing these links, if any, to you only as a convenience. In addition, certain services, features, or components made available via the Solution are delivered by third-party providers. By using any feature, service, or functionality originating from the Solution, you hereby acknowledge and consent that DoxApply may share information and data that you submit or upload to the Solution with the applicable third-party provider as may be required to enable and facilitate the requested third-party product, service, or functionality, in accordance with DoxApply's Privacy Policy.

References or links in the Solution to any commercial products or services, or DoxApply's use or display of any business, firm, corporation, or trade name on the Solution, do not constitute endorsement by DoxApply of any such product, service, or entity. DoxApply makes no representation or guarantee whatsoever with respect to third-party products or services.

DoxApply EXPRESSLY DISCLAIMS RESPONSIBILITY AND LIABILITY FOR ANY THIRD-PARTY WEBSITES, WEB PAGES, MATERIALS, PROGRAMS, APPLICATIONS, TOOLS, PRODUCTS, AND SERVICES SET FORTH, DESCRIBED ON, OR ACCESSED THROUGH THE SOLUTION, AND YOU AGREE THAT DoxApply SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF ANY DEALINGS BETWEEN YOU AND A THIRD PARTY, REGARDLESS OF WHETHER SUCH DEALINGS WERE FACILITATED OR PERFORMED IN CONNECTION WITH THE SOLUTION.

Additional notices, terms, and conditions may apply to services, receipt of or access to certain materials, participation in a particular program, and/or to specific portions or features of the Solution, including without limitation the terms of third-party tools, applications, and APIs utilized by or incorporated in the Solution, and the terms of app stores, digital distribution services, or third-party payment processors. Your use of any such third-party feature, tool, application, or API is conditioned on your acceptance of all third-party terms applicable thereto, and you agree to abide by all such terms in connection with your use of the Solution. You hereby agree that (i) this Agreement operates in addition to any terms of use imposed or required by any such third-party provider; and (ii) the terms of this Agreement supplement and do not alter or amend any such third-party terms of use.

11. Ownership and Restrictions on Use

The Solution is owned and operated by DoxApply and/or its applicable licensors (including without limitation DoxApply service that is hosted and operated by our licensors) to our contractual arrangements, and the Materials (and any intellectual property and other rights relating thereto) are and will remain the property of DoxApply or its applicable licensors or suppliers. The Solution and Materials and the selection, compilation, collection, arrangement and assembly thereof are protected by U.S. and international copyright, trademark and other laws, and you acknowledge that these rights are valid and enforceable. You may not copy, reproduce, republish, upload, post, transmit or distribute Materials or other content or information available on or through the Solution in any way without our prior written permission. The Materials may be used solely to the extent necessary for your authorized use of the Solution, as provided in this Agreement or as expressly authorized in writing by DoxApply or, if so indicated in writing by DoxApply, its licensors or suppliers. Modification of the Materials or use of the Materials for any other purpose is a violation of our copyright and other proprietary rights, and is strictly prohibited. You acknowledge that you do not acquire any ownership rights by using the Solution or the Materials, and DoxApply reserves all rights in the Solution and Materials not expressly granted herein.

The trademarks, logos, and service marks displayed on the Solution such as DoxApply® among others (collectively the "Trademarks") are the registered or unregistered trade or service marks of DoxApply. The Trademarks owned by DoxApply, whether registered or unregistered, may not be used in connection with any product or service that is not DoxApply's, in any manner that is likely to cause confusion with customers, or in any manner that disparages DoxApply. Nothing contained on the Solution should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark without the express written permission of DoxApply or the third party owner of any such Trademark. Misuse of any Trademarks is prohibited, and DoxApply will aggressively enforce its intellectual property rights in such Trademarks, including via civil and criminal proceedings.

12. Jurisdictional Issues

Those who choose to access the Solution do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

We reserve the right to limit the availability of the Solution and/or the provision of any service described thereon to any person, geographic area or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any such service that we provide. We also reserve the right in our sole discretion to remove any college, university, or other educational institution as a registered member of DoxApply without further or special notice.

13. Term and Termination

This Agreement takes effect (or re-takes effect) at the moment you first access or use the Solution. DoxApply reserves the right at any time and on any grounds, including without limitation any reasonable belief of fraudulent or unlawful activity, to deny or suspend your access to the Solution or to any portion thereof in order to protect its name and goodwill, its business, the security and stability of the Solution, and/or the rights of others. This Agreement terminates automatically if you fail to comply with any provision hereof, subject to the survival

rights of certain provisions identified below. You may also terminate this Agreement at any time by ceasing to use the Solution, but each re-access or renewed use of the Solution will reapply the Agreement to you. Upon termination or expiration of the Agreement for any reason, all licenses granted by DoxApply hereunder shall immediately terminate, and you must immediately cease all use of the Solution. The provisions of this Agreement concerning DoxApply's proprietary rights, licenses to Submissions, disclaimers of warranty and liability, limitations of liability, waiver and severability, entire agreement, indemnification rights, injunctive relief, and governing law will survive the termination of this Agreement for any reason.

DoxApply reserves the right, in its sole discretion, to terminate or suspend your access to the Solution or any feature or portion thereof at any time, without notice to you, if we reasonably determine or suspect that you are in violation of this Agreement and/or the intellectual property rights of DoxApply or its applicable providers and licensors.

14. Disclaimers

THE SOLUTION, THE MATERIALS ON THE SOLUTION, ANY PRODUCT OR SERVICE OBTAINED THROUGH THE SOLUTION ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED PURSUANT TO APPLICABLE LAW, DOXAPPLY AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. DOXAPPLY AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DO NOT WARRANT THAT YOUR USE OF THE SOLUTION WILL BE UNINTERRUPTED, ERROR FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SOLUTION OR THE SERVER(S) ON WHICH THE SOLUTION IS HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SOLUTION, AND ALL CHARGES RELATED THERETO. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SOLUTION AND YOUR RELIANCE THEREON. NO OPINION, ADVICE OR STATEMENT OF DOXAPPLY OR ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AGENTS, MEMBERS OR VISITORS, WHETHER MADE ON THE SOLUTION SHALL CREATE ANY WARRANTY. YOUR USE OF THE SOLUTION AND ANY MATERIALS PROVIDED THROUGH THE SOLUTION ARE ENTIRELY AT YOUR OWN RISK.

A possibility exists that the Solution or Materials could include inaccuracies or errors, or information or materials that violate these Terms of Use (specifically, the Code of Conduct above). Additionally, a possibility exists that unauthorized alterations could be made by third parties to the Solution or Materials. Although we attempt to ensure the integrity of the Solution, we make no guarantees as to the Solution's completeness or correctness. In the event that a

situation arises in which the Solution's completeness or correctness is in question, please contact us with, if possible, a description of the material to be checked and the location (URL) where such material can be found on the Solution, as well as information sufficient to enable us to contact you. We will try to address your concerns as soon as reasonably practicable.

15. Limitation of Liability

NEITHER DOXAPPLY NOR ANY OF OUR AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS OR SPONSORS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR:

(A) THE ACTS OR OMISSIONS OF ANY HOSPITAL / HEALTHCARE ORGANIZATION OF ANY PERSONAL INFORMATION COLLECTED ONLINE AND ACCESSED BY ANY MEMBER OF THE HOSPITAL / HEALTHCARE ORGANIZATION, ADMINISTRATOR, MEDICAL STAFF OFFICE PERSONNEL, NOR FOR ANY DELAY, REJECTION OR OTHER OUTCOME RESULTING FROM THE APPLICATION PROCESS OF ANY MEMBER HOSPITAL /HEALTHCARE ORGANIZATION

(B) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SOLUTION AND/OR MATERIALS CONTAINED ON THE SOLUTION OR ANY LINKED SITE OR ANY PRODUCT OR SERVICE PURCHASED THROUGH THE SOLUTION OR FOR ANY THIRD PARTY PRODUCT, SERVICE OR TOOL USED IN CONJUNCTION WITH THE SOLUTION, WHETHER OR NOT DOXAPPLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR

(C) ANY AMOUNTS THAT, IN THE AGGREGATE, SHALL BE THE TOTAL AMOUNT PAID BY YOU, IF ANY, TO ACCESS THE SOLUTION IN THE SIX (6) MONTHS PRIOR TO THE DATE ON WHICH THE APPLICABLE CLAIM OR CAUSE OF ACTION FIRST ACCRUED OR, IF THERE ARE NO SUCH AMOUNTS, A TOTAL OF TEN U.S. DOLLARS (USD $10.00).

(D) CERTAIN JURISDICTIONS AND LAWS MAY NOT PERMIT SOME OR ALL OF THE DISCLAIMERS OF LIABILITY SET FORTH IN THIS SECTION. IN THE EVENT THAT SUCH A JURISDICTION OR LAW APPLIES TO THE SUBJECT MATTER OF THIS AGREEMENT, THE FOREGOING DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

16. Questions

The Solution is provided by DoxApply, Inc. through its service provider. If you have any questions, comments, suggestions, or complaints regarding this Agreement or the Solution, feel free to contact us via our website www.doxapply.com or email us at admin@doxapply.com

17. Data Privacy

You understand, acknowledge, and agree that the operation of certain features of the Solution may require or involve the provision, use, and dissemination of various items of personally identifiable information, including without limitation personal contact information. Please refer to DoxApply's Privacy Policy, (as updated from time to time), for a summary of DoxApply's policies and use practices regarding personally identifiable information.

18. Mobile Usage

The Solution offers various tools or display functionality that are available to you via your mobile phone or other mobile computing device. Please note that your mobile carrier's normal messaging, data, and other rates and fees will apply to your use of the Solution. In addition, downloading, installing, or using the Solution on your mobile device may be prohibited or restricted by your mobile carrier, and not all functionality on the Solution will work with all carriers or devices or in all locations. Therefore, you are solely responsible for: (i) checking with your mobile carrier to determine if the Solution is available for your mobile devices; (ii) the restrictions, if any, may be applicable to your use of the Solution; and (iii) determining and keeping track of the network and data fees or similar charges associated with such use.

19. Additional Terms and Conditions for Apple Users

NOTE – The terms and conditions of this paragraph apply to you only if you downloaded DoxApply's mobile app through Apple Inc.'s App Store when it is made available to you. You acknowledge that this Agreement is between you and DoxApply, and that Apple Inc. ("Apple") bears no responsibility for the Solution and its content. The license grant under this Agreement with respect to DoxApply's mobile app is a non-transferable license to use the Solution on any Apple-branded products that you own or control as permitted by this Agreement and the Usage Rules set forth in the Apple Media Services Terms and Conditions, except that the app may be accessed and used by other accounts associated with you via "Family Sharing" (as defined in the Apple Media Services Terms and Conditions) or volume purchasing. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Solution. In the event of any failure of DoxApply's mobile app to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price (if any) of the app to you; provided that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the app. Apple is not responsible for addressing any claims by you or a third party relating to the Solution or your use of the Solution, including without limitation: (i) product liability claims; (ii) any claim that the Solution fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation. In the event of any third-party

claim that DoxApply's mobile app or your possession and use thereof infringes a third party's

intellectual property rights, Apple will not be responsible for any investigation, defense, settlement, or discharge thereof. Apple and its subsidiaries are third party beneficiaries of this Agreement, and upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof.

20. Security and Compliance

DoxApply reserves the right to view, monitor, and record your activity on the Solution without notice or permission from you. DoxApply's provision of the Solution is subject to existing laws and legal process, and nothing contained herein shall restrict or reduce DoxApply's ability to comply with governmental, court, and law enforcement requests or requirements involving your use of the Solution or information provided to or gathered by DoxApply with respect to such use.

21. Export Controls

You represent and warrant that you are not: (a) located in a country that is subject to a U.S. government embargo; or (b) listed on any U.S. government list of prohibited or restricted parties. You hereby agree that (i) you will comply with all applicable sanctions and export control laws, and (ii) you are solely responsible for ensuring that the Solution is used, disclosed, and/or accessed only in accordance with all applicable sanctions and export control laws.

22. Arbitration

In the event the parties hereto are not able to resolve any dispute between them arising out of or concerning this Agreement or any provisions hereof, whether arising in contract, tort, or any other legal theory, then such dispute shall be resolved exclusively through final, binding, and confidential arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered under the Consumer Arbitration Rules of the American Arbitration Association. The exclusive site of such arbitration shall be determined by the arbitrator/ association. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. The prevailing party shall be entitled to recover its costs and reasonable attorneys' fees. The entire dispute, including the scope and enforceability of this arbitration provision, shall be determined by the arbitrator. This arbitration provision shall survive the termination of this Agreement for any reason.

Notwithstanding the foregoing, DoxApply may bring a claim for injunctive relief or other equitable relief against your violation of this Agreement in any court of competent jurisdiction without being required to observe the arbitration procedures of this Section.

23. Class Action Waiver

BY USING THE SOLUTION AND AGREEING TO THESE TERMS, YOU HEREBY WILLINGLY, EXPRESSLY, AND KNOWINGLY WAIVE ALL RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, OR PRIVATE ATTORNEY-GENERAL ACTION BROUGHT UNDER OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE SOLUTION. YOU MAY NOT BRING

ANY CLAIM, SUIT, OR OTHER PROCEEDING TO ENFORCE THIS AGREEMENT AS THE MEMBER OF ANY CLASS OR AS PART OF ANY SIMILAR COLLECTIVE OR CONSOLIDATED ACTION.

24. Indemnification

To the maximum extent permitted under applicable law, you agree to indemnify, defend, and hold harmless DoxApply, its affiliates under common control, and its and their respective officers, directors, employees, agents, successors, and assigns from and against any losses, costs, liabilities, damages, and expenses (including reasonable attorneys' fees) relating to or arising out of (i) your violation of this Agreement, (ii) your infringement, misappropriation, or violation of any personal or proprietary rights of a third party, (iii) your violation of applicable laws, rules, or regulations, and/or (iv) your Submissions, including without limitation the quality, content, accuracy, legality, or effectiveness thereof, or any communications, transactions, or results arising therefrom. DoxApply reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Company in asserting any available defenses.

25. Miscellaneous

This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Virginia, United States of America, without regards to its principles of conflicts of law. You agree to submit to the exclusive jurisdiction of the state or federal courts located in the Arlington County, Virginia, United States of America, and waive any jurisdictional, venue or inconvenient forum objections to such courts. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire Agreement between us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral Agreements between us with respect to such subject matter. This Agreement is not assignable, transferable or sub-licensable by you except with DoxApply's prior written consent. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. The parties hereto are independent contractors and nothing herein shall be construed as creating any joint venture, partnership, employment relationship, or agency relationship. You acknowledge that any breach, threatened or actual, of this Agreement by you would cause irreparable injury to DoxApply not readily quantifiable as money damages, such that DoxApply would not have an adequate remedy at law. You therefore agree that DoxApply 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 such breach of your obligations, without the necessity of posting bond or other security.

26. Claims of Copyright Infringement

The Digital Millennium Copyright Act of 1998 (as amended, the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under

U.S. copyright law. If you believe in good faith that materials hosted by DoxApply infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Solution are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow DoxApply to locate the material on the Solution; (d) the name, address, telephone number and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed by DoxApply against you, the DMCA permits you to send DoxApply a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see http://www.loc.gov/copyright/ for details.

Notices and counter-notices with respect to the Solution should be sent to DoxApply's registered email: Admin@doxapply.com

DoxApply reserves the right to remove any posted submission that infringes the copyright of any person under the laws of the United States upon receipt of a notice that complies with the requirements of 17 U.S.C. § 512(c)(3). DoxApply has adopted and reasonably implemented a policy that provides for the termination in appropriate circumstances of repeat infringers. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.