

# Bookscribs Terms of Service

Last updated: 1 July, 2018

These Terms of Service constitute a legally binding agreement between you and Bookscribs, Inc. (“Company” or “Bookscribs”) governing your use of the Bookscribs Platform (as defined below), Company’s website (<https://www.Bookscribs.com> or the “Site”) or mobile applications (the “Apps”). The Bookscribs platform and related services provided by Company, the Site, and Apps, including without limitation communications and information (whether in writing, orally, or otherwise howsoever) provided by Company to potential and actual Scribes and Clients in relation to the services, together are hereinafter collectively referred to as the “Bookscribs Platform.”

Any personal data you submit to the Bookscribs Platform or which we collect about you is governed by our Privacy Policy (“Privacy Policy”). A copy of our Privacy Policy is available on our site. You acknowledge that by using the Bookscribs Platform you have reviewed the Privacy Policy.

Your use of the Bookscribs Platform constitutes your acceptance of and agreement to all of the terms and conditions in these Terms of Service, the Privacy Policy, and any future amendments and additions to this Agreement (as defined below) as we may publish from time to time. The Privacy Policy is incorporated by reference into these Terms of Service and together form and are hereinafter referred to as this “Agreement”.

PLEASE NOTE: THIS AGREEMENT GOVERNS HOW DISPUTES BETWEEN YOU AND BOOKSCRIBS CAN BE RESOLVED. IT CONTAINS A BINDING AND FINAL ARBITRATION PROVISION AND CLASS ACTION WAIVER (SECTION 18). PLEASE READ CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING IF APPLICABLE YOUR RIGHT TO OPT OUT OF ARBITRATION.

IN ADDITION, BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE, WITHOUT LIMITATION OR QUALIFICATION, TO BE BOUND BY THIS AGREEMENT (INCLUDING THE DISPUTE RESOLUTION AND ARBITRATION PROVISIONS IN SECTION 18) AND YOU ACCEPT ALL OF ITS TERMS.

IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE BOOKSCRIBS PLATFORM.

You must be 21 years old and at least the legally required age in the jurisdiction in which you reside, and otherwise capable of entering into binding contracts, in order to use or access the Bookscribs Platform. If you are under 21 years old or the age of majority in your jurisdiction, then you may not use or access the Bookscribs Platform. Children under 13 years old are prohibited from accessing the Bookscribs Platform or otherwise providing any personal information to Bookscribs.

A few highlights of these Terms of Service include:

- Your agreement that the Bookscribs Platform is provided “as is” and without warranty (Section 16).
- Your agreement that Company has no liability regarding the Bookscribs Platform or the performance of Adaptations (Section 16).
- Your acknowledgment and agreement that you, and not Bookscribs, scope, supervise, direct, control, and monitor a Scribes’s work and the Adaptations (Section 1).
- Your acknowledgement and agreement that Clients (as defined below) are solely responsible for determining if the Scribes they hire is qualified to perform the Adaptation at hand.
- Your consent to release Company from liability based on claims between Users (Section 2) and generally (Section 16).
- Your agreement to indemnify Company from claims due to your use or inability to use the Bookscribs Platform or content submitted from your account to the Bookscribs Platform (Section 17).

- Your consent to submit any claims against Company to binding arbitration, and on an individual basis only, to the extent permissible by law (Section 18).

## **1. The Bookscribs Platform Connects Scribes and Clients**

The Bookscribs Platform is a web-based communications platform which enables connections between Clients and Scribes. “Clients” are individuals and/or businesses seeking to obtain Adaptation services (“Adaptations”) from Scribes and are therefore clients of Scribes, and “Scribes” are individuals and/or businesses seeking to perform Adaptations for Clients. Clients and Scribes together are hereinafter referred to as “Users.” If you agree on the terms of a Adaptation with another User, you and such other User form a Service Agreement directly between the two of you as set forth in more detail in Section 3 below.

SCRIBES ARE INDEPENDENT CONTRACTORS AND NOT EMPLOYEES, PARTNERS, AGENTS, JOINT VENTURES, OR FRANCHISEES OF COMPANY. COMPANY DOES NOT PERFORM ADAPTATIONS AND DOES NOT EMPLOY INDIVIDUALS TO PERFORM ADAPTATIONS. USERS HEREBY ACKNOWLEDGE THAT COMPANY DOES NOT SUPERVISE, DIRECT, CONTROL OR MONITOR A SCRIB'S WORK AND EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR THE WORK PERFORMED OR THE ADAPTATIONS IN ANY MANNER, INCLUDING BUT NOT LIMITED TO A WARRANTY OR CONDITION OF GOOD AND WORKMANLIKE SERVICES, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR COMPLIANCE WITH ANY LAW, REGULATION, OR CODE.

The Bookscribs Platform only enables connections between Users for the fulfillment of Adaptations. Company is not responsible for the performance or communications of Users, nor does it have control over the quality, timing, legality, failure to provide, or any other aspect whatsoever of Adaptations, Scribes, Clients, nor of the integrity, responsibility, qualifications, or any of the actions or omissions whatsoever of any Users, or of any ratings provided by Users with respect to each other. Company makes no warranties or representations about the suitability, reliability, timeliness, or accuracy of the Adaptations requested or services provided by, or the communications of or between, Users identified through the Bookscribs Platform, whether in public, private, or offline interactions or otherwise howsoever.

## **2. User Vetting and User Representations and Warranties**

### **User Vetting**

In Company's sole discretion, Users may be subject to an extensive vetting process before they can register for and during their use of the Bookscribs Platform, including but not limited to a verification of identity, using third party services as appropriate ("Identity Checks"). Although Company may perform Identity Checks, Company is not required to do so and cannot confirm that each User is who they claim to be. Company cannot and does not assume any responsibility for the accuracy or reliability of Identity Check information or any information provided through the Bookscribs Platform.

When interacting with other Users, you should exercise caution and common sense to protect your personal safety, data, and property, just as you would when interacting with other persons whom you don't know. Bookscribs will not be liable for any false or misleading statements made by Users of the Bookscribs Platform.

NEITHER BOOKSCRIBS NOR ITS PARENTS, AFFILIATES OR LICENSORS, INCLUDING THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS, INVESTORS, SUBSIDIARIES, ATTORNEYS, REPRESENTATIVES, INSURERS, EMPLOYEES, SUCCESSORS AND ASSIGNS (HEREINAFTER REFERRED TO COLLECTIVELY AS "BOOKSCRIBS AND AFFILIATES") IS RESPONSIBLE FOR THE CONDUCT, ACTS, OR OMISSIONS, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE Bookscribs PLATFORM AND YOU HEREBY RELEASE BOOKSCRIBS AND AFFILIATES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, OR DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE BOOKSCRIBS PLATFORM.

### **User Representations and Warranties**

You represent and warrant that: (1) you are 21 years of age or older and are at least of the legally required age in the jurisdiction in which you reside, and are otherwise capable of entering into binding contracts, and (2) you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement, and that you will so abide. Where you enter into this Agreement on behalf of a company or other organization, you represent and warrant that you have authority to act on behalf of that entity and to bind that entity to this Agreement.

You further represent and warrant that you have read, understand, and agree to be bound by these Terms of Service, the Happiness Pledge, and the [Privacy Policy](#) in order to access and use the Bookscribs Platform. You hereby warrant and represent that you will respect the privacy (including without limitation private, family and home life), property and data protection rights of Users and that you will not record (whether video or audio or otherwise) any Adaptation or any interaction by or with any User and/or Company in connection with the Bookscribs Platform without the prior written consent of Company and/or the relevant User, as applicable. You further represent and warrant that you will fulfill the commitments you make to other Users, including paying/receiving payment through

the Bookscribs Platform, performing the Adaptation(s) agreed upon as between the Scribes and Client, communicating clearly and promptly through the chat thread and/or responding to invitations promptly, being present and/or available at the time you agree upon with your Scribes or Client as the case may be, and only utilizing the third party payment processing system specified or approved by us to make or receive payment for services provided through the Bookscribs Platform. You also represent and warrant that you will act professionally and responsibly in your interactions with other Users. You further represent and warrant that when using or accessing the Bookscribs Platform, you will act in accordance with any applicable local, state, national, or international law, custom and in good faith.

You hereby warrant and represent that, other than as fully and promptly disclosed to Company as set forth below, you do not have any motivation, status, or interest which Company may reasonably wish to know about in connection with the Bookscribs Platform, including without limitation, if you are using or will or intent to use the Bookscribs Platform for any journalistic, investigative, or unlawful purpose. You hereby warrant and represent that you will promptly disclose to Company in writing any such motivation, status or interest, whether existing prior to registration or as arises during your use of the Bookscribs Platform.

Scribes additionally represent and warrant that you will provide timely, high-quality services to your Clients, you will only offer and provide services for which you have the necessary skills and expertise, and you will provide the services safely.

### **3. Contract between Clients and Scribes**

You acknowledge and agree that a legally binding contract (the “Service Agreement”) is formed when you agree on the terms of a Adaptation with another User. The terms of the Service Agreement include the terms set forth in this Section 3, the engagement terms proposed and accepted on the Bookscribs Platform, and any other contractual terms accepted by both the Scribes and their Client to the extent such terms do not conflict with the terms in this Agreement, including this Section 3, and do not expand Company’s obligations or restrict Company’s rights under this Agreement. You agree that Company is not a party to any Service Agreement and the formation of a Service Agreement will not, under any circumstance, create an employment or other service relationship between Company and the Scribes (or anyone else supplied by the Scribes), nor will it create an employment relationship between the Client and the Scribes or any such person. Company’s role is restricted solely to acting

as a limited payment collection agent for the Scribes to facilitate payment on behalf of the Scribes through the Bookscribs Platform in respect of Adaptations they perform. In acting as the limited payment collection agent for particular Adaptations on the Bookscribs Platform, Bookscribs disclaims any other agency or authority to act on behalf of the Scribes, and assumes no liability for any acts or omissions of the Scribes, either within or outside of the Bookscribs Platform.

Where approved in advance by the Client, the Scribes is not obligated to personally perform the Services. Before any Adaptation services are performed by any assistants, helpers, subcontractors or other personnel engaged by the Scribes (collectively "Assistants"), the Scribes shall require any such individuals to become fully registered, oriented and verified Scribes on the Bookscribs Platform. A Scribes's failure to comply with this provision by bringing an Assistant who is not a registered Scribes could lead to removal from the Bookscribs Platform. The Scribes assumes full and sole responsibility for the acts and omissions of such Assistants, including without limitation the payment of all compensation, benefits and expenses of Assistants, if any, and for all required and applicable state and federal income tax withholdings as to the Scribes and all persons engaged by the Scribes in the performance of the Adaptation services.

While using the Bookscribs Platform, Clients, in their sole discretion, determine whether they will be present or not when a Adaptation is performed and/or completed. Clients who elect not to be present when a Adaptation is performed and/or completed agree that if someone other than them (i.e. spouse, roommate, friend, etcetera) is present when the Adaptation is performed, they are appointing that person as their agent ("Client's Agent") and the Scribes may take and follow direction from the Client's Agent as if such direction was given from the Client him or herself.

The Client shall pay their Scribes directly for completed Adaptation services through the Payment Service Provider retained by the Company ("PSP") as indicated on the Bookscribs Platform at the rates agreed to by the parties in the Service Agreement. Each party agrees to comply with the Service Agreement and this Agreement during the engagement, performance and completion of a Adaptation. Both parties agree to notify Company of any disputes prior to negotiation of or filing of any claims and to negotiate any dispute informally via Company representatives for at least thirty (30) days before initiating any proceeding. Bookscribs reserves the right to suspend or terminate any account or Adaptation pending the resolution of any dispute.

## 4. Billing and Payment

Users of the Bookscribs Platform contract for Adaptations directly with other Users. Company will not be a party to any contracts for Adaptations or services. Payment for Adaptation services through the Bookscribs Platform is made directly from the Client to the Scribes via the PSP, and not by Company. Company is not obligated to pay Scribes for Client's failure to pay for services.

Users of the Bookscribs Platform will be required to provide their credit card and/or bank account details to Company and the PSP. Scribes are responsible for invoicing their Clients within 24 hours of the work being performed, even if the Adaptation is not completed in its entirety or is designed as "ongoing". Clients will be responsible for paying the invoice for each Adaptation (the "Invoice"), which will include (i) the pricing terms of the Adaptation agreed with and provided by a Scribes ("Adaptation Payment"), (ii) any out of pocket expenses agreed with and submitted by a Scribes in connection with the Adaptation, (iii) any tip or gratuity, if applicable, (iv) the service charge Company assesses as payable for the use of the Bookscribs Platform, variable based on the Adaptation Payment amount, and (v) the platform fee (sometimes referred to as Trust & Support Fee), which is used to offset Company's cost of providing Users with customer support, providing the factors set forth in Section 12, and other various business objectives, and (vi) cancellation fees, if applicable. Scribes will be responsible for paying (i) registration fees (applicable to Scribes registrants), (ii) cancellation fees, if applicable and (iii) repayment of erroneous payments. Clients may also be charged credit card processing fees equal to three percent (3%) of the aggregate expense amount if expenses related to a Adaptation individually, or Adaptations in the aggregate over a 30-day period, exceed \$300.00.

Scribes may be required to register with the PSP, agree to terms of service of the PSP, and go through a vetting process at the request of the PSP to set up their account with the PSP (the "PSP Services Agreement"). By accepting these Terms of Service, each Scribes agrees that they have downloaded or printed, and reviewed and agreed to, the PSP Services Agreement. Please note that Bookscribs is not a party to the PSP Services Agreement and that you, the PSP and any other parties listed in the PSP Services Agreement are the parties to the PSP Services Agreement and that Bookscribs has no obligations or liability to any Scribes or other party under the PSP Services Agreement.

To help prevent fraud and safeguard User information from the risk of unauthorized access, Company and/or the PSP may validate an account before activation. As part of the account validation, a very temporary charge is placed on the account associated with the User and then refunded within 1-3



business days. Due to the difference in PSP and credit card issuer requirements, this temporary charge may vary between \$0.01 US to \$5000.00 US, depending on the estimated value of the Adaptation and expenses.

When Client receives confirmation through the Bookscribs Platform or via email that a Adaptation has been completed, Client automatically authorizes the PSP to process the Invoice. Users may be charged a one-hour cancellation fee through the PSP if you book (or accept) a Adaptation, but cancel it before the scheduled time for performance.

Company reserves the right (but not the obligation), in its sole discretion, upon request from Client or Scribes, or upon notice of any potential fraud, unauthorized charges or other misuse of the Bookscribs Platform, to (i) place on hold any Adaptation Payment, out of pocket expenses, and/or tip or gratuity (if applicable) or (ii) refund or provide credits, or arrange for the PSP to do so. Adaptation Payment and fees must be paid through the PSP as indicated on the Bookscribs Platform. Users of the Bookscribs Platform will be liable for any taxes required to be paid on the Adaptations provided under the Agreement.

## **5. Contests and Promotional Codes**

Company may from time to time provide certain promotional opportunities and contests to Users. All such promotions will be run at the sole discretion of Company, and can be activated, modified, or removed at any time by Company without advance notification. The liability of any of Company's corporate partners pursuant to such promotional opportunities and contests shall be limited pursuant to Section 16 of these Terms of Service.

Contests ("Awards") and promotional codes ("Promo Codes") may be available and can be used to pay Adaptation Payments and Company service charges and platform fees in part or in full, but may not be used to pay for reimbursement of out of pocket expenses or tips associated with a Adaptation provided through the Bookscribs Platform.

### **a. Promo Codes**

Promo Codes are an offer by Company to reduce the amount a Client has to pay in relation to a Adaptation Payment, service fee, and/or platform fee. Promo Codes will not affect the amount of the Adaptation Payment a Scribes ultimately receives. You agree that you will use Promo Codes in

accordance with the terms of the Promo Code. Company reserves the right to withhold or deduct credits or other features or benefits obtained through the use of a Promo Code by you or any other User in the event that Company determines or believes that the use or redemption of a Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or this Agreement.

## **6. Public Areas; Acceptable Use**

The Bookscribs Platform may contain profiles, email systems, blogs, message boards, reviews, ratings, applications, job postings, chat areas, news groups, forums, communities and/or other message or communication facilities (“Public Areas”) that allow Users to communicate with other Users. You may only use such community areas to send and receive messages and materials that are relevant and proper to the applicable forum. For the safety and integrity of the Bookscribs Platform, you should not share your personal contact information with other Users.

Without limitation, while using the Bookscribs Platform, you may not:

- Defame, abuse, harass, stalk, threaten, intimidate, misrepresent, mislead or otherwise violate the legal rights (such as, but not limited to, rights of privacy, confidentiality, reputation, and publicity) of others, including Users and Bookscribs staff, or use information learned from the Bookscribs Platform or during the performance of Adaptations to otherwise defame, abuse, harass, stalk, threaten, intimidate, misrepresent, mislead, or otherwise violate the legal rights of any other User or Company staff;
- Publish, post, upload, distribute or disseminate any profane, defamatory, infringing, obscene or unlawful topic, name, material or information on the Bookscribs Platform;
- Use the Bookscribs Platform for any unauthorized purpose, including, but not limited to posting or completing a Adaptation in violation of local, state, national, or international law;
- Upload files that contain software or other material that violates the intellectual property rights (or rights of privacy or publicity) of any User, third party, or Company;

- Upload files that contain viruses, Trojan horses, corrupted files, or any other similar software that may damage the operation of another's computer;
- Post or upload any content to which you have not obtained any necessary rights or permissions to use accordingly;
- Advertise or offer to sell any goods or services for any commercial purpose through the Bookscribs Platform which are not relevant to the Adaptation services offered through the Bookscribs Platform;
- Post or complete a Adaptation requiring a User to (i) purchase or obtain gift cards or money orders (ii) purchase high value items (over \$300) without obtaining pre-authorization from Company, (iii) provide ridesharing or other peer to peer transportation services, (iv) post ratings or reviews on any third party website in breach of such third party website's terms of use, or (v) otherwise engage in activity that is illegal or deemed dangerous, harmful or otherwise inappropriate by Company in its sole discretion;
- Conduct or forward surveys, contests, pyramid schemes, or chain letters;
- Impersonate another person or a User or allow any other person or entity to use your identification to post or view comments;
- Post the same Adaptation repeatedly ("Spamming"). Spamming is strictly prohibited;
- Download any file posted by another User that a User knows, or reasonably should know, cannot be legally distributed through the Bookscribs Platform;
- Restrict or inhibit any other User from using and enjoying the Public Areas;

- Imply or state that any statements you make are endorsed by Bookscribs, without the prior written consent of Bookscribs;
- Use a robot, spider, manual, meta tag, "hidden text," agent, robot, script, and/or automatic processes or devices to data-mine, data-crawl, scrape, collect, mine, republish, redistribute, transmit, sell, license, download, manage or index the Bookscribs Platform, or the personal information of others, in any manner;
- Frame or utilize framing techniques to enclose the Bookscribs Platform or any portion thereof;
- Hack or interfere with the Bookscribs Platform, its servers or any connected networks;
- Adapt, alter, license, sublicense or translate the Bookscribs Platform for your own personal or commercial use;
- Remove or alter, visually or otherwise, any copyrights, trademarks or proprietary marks or rights owned by Bookscribs and Affiliates;
- Upload content to the Bookscribs Platform that is offensive and/or harmful, including, but not limited to, content that advocates, endorses, condones or promotes racism, bigotry, hatred or physical harm of any kind against any individual or group of individuals;
- Upload content that provides materials or access to materials that exploit people in an abusive, violent or sexual manner;
- Use the Bookscribs Platform to solicit for any other business, website or service, or otherwise contact Users for employment, contracting or any purpose not related to use of the Bookscribs Platform as set forth herein;

- Use the Bookscribs Platform to collect usernames and or/email addresses of Users by electronic or other means;
- Use the Bookscribs Platform or the Adaptation services in violation of this Agreement;
- Use the Bookscribs Platform in a manner that is false or misleading (directly or by omission or failure to update information) or for the purpose of accessing or otherwise obtaining Company's trade secret information for public disclosure or other purposes;
- Attempt to circumvent the payments system or service fees in any way including, but not limited to, processing payments outside of the Bookscribs Platform, providing inaccurate information on invoices, or otherwise invoicing in a fraudulent manner;
- Register under different usernames or identities after your account has been suspended or terminated, or register under multiple usernames or false identities, or register using a false or disposable email or phone number; or
- Cause any third party to engage in the restricted activities above.

You understand that all submissions made to Public Areas will be public and that you will be publicly identified by your name or login identification when communicating in Public Areas. Bookscribs will not be responsible for the action of any Users with respect to any information or materials posted in Public Areas.

## **7. Termination and Suspension**

Company may terminate or limit your right to use the Bookscribs Platform in the event that we are investigating or believe that you have breached any provision of this Agreement (a "User Breach"), by providing you with written or email notice. Such termination or limitation will be effective immediately upon delivery of such notice.

If Company terminates or limits your right to use the Bookscribs Platform pursuant to this Section 7, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. If Company terminates or limits your right to use the Bookscribs Platform as a Client due to a User Breach, you will not be entitled to any refund of unused balance in your account.

Even after your right to use the Bookscribs Platform is terminated or limited, this Agreement will remain enforceable against you. Company reserves the right to take appropriate legal action, including but not limited to pursuing arbitration in accordance with Section 18 of these Terms of Service.

Company reserves the right to modify or discontinue, temporarily or permanently, all or any portion of the Bookscribs Platform at its sole discretion. Company is not liable to you for any modification or discontinuance of all or any portion of the Bookscribs Platform. Company has the right to restrict anyone from completing registration as a Scribes if Company believes such person may threaten the safety and integrity of the Bookscribs Platform, or if, in Company's discretion, such restriction is necessary to address any other reasonable business concern.

You may terminate this Agreement at any time by ceasing all use of the Bookscribs Platform. All parts of this Agreement which by their nature should survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

## **8. Account, Password, Security, and Mobile Phone Use**

You must register with Company and create an account to use the Bookscribs Platform (an "Account"). You are the sole authorized user of your account. You are responsible for maintaining the confidentiality of any log-in, password, and account number provided by you or given to you by Company for accessing the Bookscribs Platform. You are solely and fully responsible for all activities that occur under your password or account, even if not authorized by you. If you are accessing and using the Bookscribs Platform on someone else's behalf, you represent that you have the authority to bind that person as the principal to all Terms provided herein. Company has no control over the use of any User's account and expressly disclaims any liability derived therefrom. Should you suspect that

any unauthorized party may be using your password or account or you suspect any other breach of security, you agree to contact Company immediately.

By providing your mobile phone number and using the Bookscribs Platform, you hereby affirmatively consent to Bookscribs's use of your mobile phone number for calls and recurring texts, (including with an autodialer and/or prerecorded voice) in order to (a) perform and improve upon the Bookscribs Platform, (b) facilitate the carrying out of Adaptations through the Bookscribs Platform, (c) provide you with information and reminders regarding your registration, orientation, upcoming Adaptations, product alterations, changes and updates, service outages or alterations. These calls and texts may include, among other things, reminders about uncompleted or upcoming Adaptations and/or in follow up to any push notifications delivered through our mobile application. Company will not assess any charges for calls or texts, but standard message charges or other charges from your wireless carrier may apply. You may opt-out of receiving texts messages from us by modifying your account settings on the Site or Apps, texting "STOP" in response to any texts, or by emailing [opt-out-texts@Bookscribs.com](mailto:opt-out-texts@Bookscribs.com) and specifying you want to opt-out of texts. You may opt-out of receiving calls from us by stating that you no longer wish to receive calls during any call with us, or by emailing [opt-out-texts@Bookscribs.com](mailto:opt-out-texts@Bookscribs.com) and specifying you want to opt-out of calls. You understand that we may send you a text confirming any opt-out by you.

## **9. User Generated Content**

"User Generated Content" is defined as any information and materials you provide to Company, its corporate partners, or other Users in connection with your registration for and use of the Bookscribs Platform, including without limitation that posted or transmitted for use in Public Areas. You are solely responsible for User Generated Content, and we act merely as a passive conduit for your online distribution and publication of your User Generated Content. You acknowledge and agree that Bookscribs is not involved in the creation or development of User Generated Content, disclaims any responsibility for User Generated Content, and cannot be liable for claims arising out of or relating to User Generated Content. Further, you acknowledge and agree that Bookscribs has no obligation to monitor, review, or remove User Generated Content, but reserves the right to limit or remove User Generated Content on the Bookscribs platform at its sole discretion.

You hereby represent and warrant to Company that your User Generated Content (a) will not be false, inaccurate, incomplete or misleading; (b) will not be fraudulent or involve the sale of counterfeit

or stolen items; (c) will not infringe on any third party's copyright, patent, trademark, trade secret or other proprietary right or rights of publicity or privacy; (d) will not violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (e) will not be defamatory, libelous, unlawfully threatening, or unlawfully harassing; (f) will not be obscene or contain pornography (including but not limited to child pornography) or be harmful to minors; (g) will not contain any viruses, Trojan Horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (h) will not represent you being employed or directly engaged by or affiliated with Bookscribs or purport you to act as a representative or agent of Bookscribs; and (i) will not create liability for Company or cause Company to lose (in whole or in part) the services of its ISPs or other partners or suppliers.

The Bookscribs Platform hosts User Generated Content relating to reviews and ratings of specific Scribes ("Feedback"). Such Feedback is such User's opinion and not the opinion of Company, has not been verified or approved by Company and each Client should undertake their own research to be satisfied that a specific Scribes is the right person for a Adaptation. You agree that Company is not responsible or liable for any Feedback or other User Generated Content. Company encourages each User to give objective, constructive and honest Feedback about the other Users with whom they have transacted. Company is not obligated to investigate any remarks posted by Users for accuracy or reliability but may do so at its discretion.

You hereby grant Company a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise all copyrights, publicity rights, and any other rights you have in your User Generated Content, in any media now known or not currently known in order to perform and improve upon the Bookscribs Platform.

Each Scribes who provides to Company any videotape, film, recording, photograph, voice, or all related instrumental, musical, or other sound effects, in exchange for the right to use the Bookscribs Platform, hereby irrevocably grants to Company the non-exclusive, fully-paid, royalty-free, transferable, sublicensable, worldwide, unrestricted, and perpetual right to:



- Exhibit, distribute, display, transmit, and broadcast on any and all media, including, without limitation, the internet, any videotape, film, recording or photograph that such User provides to Company or that Company takes of Scribes, and use, reproduce, modify, or creative derivatives of such Scribes picture, silhouette and other reproductions of their physical likeness (as the same may appear in any still camera photograph and/or motion picture film or video) (collectively the “Physical Likeness”);
- Reproduce in all media any recordings of such Scribes’s voice, and all related instrumental, musical, or other sound effects (collectively, the “Voice”), made in connection with the Bookscribs Platform;
- Use, and permit to be used, such Scribes’s Physical Likeness and Voice in the advertising, marketing, and/or publicizing of the Bookscribs Platform in any media; and
- Use, and permit to be used, such Scribes’s name and identity in connection with the Bookscribs Platform.

Each Scribes hereby waives all rights and releases Bookscribs and Affiliates from, and shall neither sue nor bring any proceeding against any such parties for, any claim or cause of action, whether now known or unknown, for defamation, invasion of right to privacy, publicity or personality or any similar matter, or based upon or relating to the use and exploitation of such Scribes’s identity, likeness or voice in connection with the Bookscribs Platform.

Each Scribes acknowledges that Bookscribs shall not owe any financial or other remuneration for using the recordings provided hereunder by such Scribes, either for initial or subsequent transmission or playback, and further acknowledges that Bookscribs is not responsible for any expense or liability incurred as a result of such Scribes’s recordings or participation in any recordings, including any loss of such recording data.

## **10. Links to Third-Party Websites**

The Bookscribs Platform may contain links (such as hyperlinks) to third-party websites. Such links do not constitute endorsement by Company or association with those websites, their content or their operators. Such links (including without limitation external websites that are framed by the Bookscribs Platform as well as any advertisements displayed in connection therewith) are provided as an information service, for reference and convenience only. Company does not control any such websites, and is not responsible for their (i) availability or accuracy, or (ii) content, advertising, products, or services. It is your responsibility to evaluate the content and usefulness of the information obtained from other websites. You acknowledge and agree that Bookscribs is not involved in the creation or development of third-party websites and disclaims any responsibility for

third-party websites, and cannot be liable for claims arising out of or relating to third-party websites. Further, you acknowledge and agree that Bookscribs has no obligation to monitor, review, or remove links to third-party websites, but reserves the right to limit or remove links to third-party websites on the Bookscribs platform at its sole discretion.

The use of any website controlled, owned or operated by third parties is governed by the terms and conditions of use and privacy policies for those websites. You access such third-party websites at your own risk. Bookscribs expressly disclaims any liability arising in connection with your use and/or viewing of any websites or other material associated with links that may appear on the Bookscribs Platform. You hereby agree to hold Bookscribs harmless from any liability that may result from the use of links that may appear on the Bookscribs Platform.

As part of the functionality of the Bookscribs Platform, you may link your account with online accounts you may have with third party service providers (such as Facebook) (each such account, a "Third-Party Account") by either: (i) providing your Third-Party Account login information through the Bookscribs Platform; or (ii) allowing Bookscribs to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to Bookscribs and/or grant Bookscribs access to your Third-Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating Bookscribs to pay any fees or making Bookscribs subject to any usage limitations imposed by such third-party service providers. By granting Bookscribs access to any Third-Party Accounts, you understand that (i) Bookscribs may access, make available and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the "SNS Content") so that it is available on and through the Bookscribs Platform via your account, including without limitation any friend lists, and (ii) Bookscribs may submit and receive additional information to your Third-Party Account to the extent you are notified of this when you link your account with the Third-Party Account. Unless otherwise specified in these Terms of Service, all SNS Content, if any, shall be considered to be User Generated Content. Depending on the Third-Party Accounts you choose, and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Bookscribs Platform. Please note that if a Third-Party Account or associated service becomes unavailable or Bookscribs's access to such

Third-Party Account is terminated by the third-party service provider, then SNS Content may no longer be available on and through the Bookscribs Platform. You will have the ability to disable the connection between your account on the Bookscribs Platform and your Third-Party Accounts at any time, as set forth below. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY SERVICE PROVIDERS. Company makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and Company is not responsible for any SNS Content.

## **11. Worker Classification and Withholdings**

AS SET FORTH IN SECTION 1, Bookscribs DOES NOT PERFORM ADAPTATIONS AND DOES NOT EMPLOY INDIVIDUALS TO PERFORM ADAPTATIONS. Each User assumes all liability for proper classification of such User's workers based on applicable legal guidelines.

Users do not have authority to enter into written or oral — whether implied or express — contracts on behalf of Company. Each User acknowledges that Bookscribs does not, in any way, supervise, scope, direct, control or monitor a Scribes's work or Adaptations performed in any manner. Company does not set a Scribes's work hours or location of work.

Bookscribs will not provide any equipment, labor or materials needed for a particular Adaptation. Bookscribs does not provide any supervision to Users.

The Bookscribs Platform is not an employment service and Bookscribs is not an employer of any User. As such, Bookscribs is not responsible for and will not be liable for workman's compensation or any tax payments or withholding, including but not limited to unemployment insurance, social security, disability insurance or any other applicable federal or state withholdings in connection with a User's use of the Bookscribs Platform.

## **12. Intellectual Property Rights**

All text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, trademarks, logos, typefaces and other content (collectively "Proprietary Material") that Users see or read through the Bookscribs

Platform is owned by Bookscribs, excluding User Generated Content, which Users hereby grant Bookscribs a license to use. Proprietary Material is protected in all forms, media and technologies now known or hereinafter developed. Bookscribs owns all Proprietary Material, as well as the coordination, selection, arrangement and enhancement of such Proprietary Materials as a Collective Work under the United States Copyright Act, as amended. The Proprietary Material is protected by the domestic and international laws governing copyright, patents, and other proprietary rights. Users may not copy, download, use, redesign, reconfigure, or retransmit anything from the Bookscribs Platform without Bookscribs's express prior written consent and, if applicable, the holder of the rights to the User Generated Content. Any use of such Proprietary Material, other than as permitted therein, is expressly prohibited without the prior permission of Bookscribs and, if applicable, the holder of the rights to the User Generated Content.

The service marks and trademarks of Bookscribs, including without limitation Bookscribs and Bookscribs logos, are service marks owned by Bookscribs. Any other trademarks, service marks, logos and/or trade names appearing via the Bookscribs Platform are the property of their respective owners. You may not copy or use any of these marks, logos or trade names without the express prior written consent of the owner.

## **14. Copyright Complaints and Copyright Agent**

Bookscribs respects the intellectual property of others, and expects Users to do the same. If you believe, in good faith, that any materials provided on or in connection with the Bookscribs Platform infringe upon your copyright or other intellectual property right, please send the following information to Bookscribs's Copyright Agent at: Bookscribs, LLC., [copyright@Bookscribs.com](mailto:copyright@Bookscribs.com):

- A description of the copyrighted work that you claim has been infringed, including the URL (Internet address) or other specific location on the Bookscribs Platform where the material you claim is infringed is located. Include enough information to allow Bookscribs to locate the material, and explain why you think an infringement has taken place;
- A description of the location where the original or an authorized copy of the copyrighted work exists -- for example, the URL (Internet address) where it is posted or the name of the book in which it has been published;

- Your address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

## **15. Confidential Information**

You acknowledge that Confidential Information (as defined below) is a valuable, special and unique asset of Bookscribs and agree that you will not disclose, transfer, use (or seek to induce others to disclose, transfer or use) any Confidential Information for any purpose other than using the Bookscribs Platform in accordance with these Terms of Service. If relevant, you may disclose the Confidential Information to your authorized employees and agents provided that they are also bound to maintain the confidentiality of Confidential Information. You shall promptly notify Bookscribs in writing of any circumstances that may constitute unauthorized disclosure, transfer, or use of Confidential Information. You shall use best efforts to protect Confidential Information from unauthorized disclosure, transfer or use. You shall return all originals and any copies of any and all materials containing Confidential Information to Bookscribs upon termination of this Agreement for any reason whatsoever.

The term "Confidential Information" shall mean any and all of Bookscribs's trade secrets, confidential and proprietary information, and all other information and data of Bookscribs that is not generally known to the public or other third parties who could derive value, economic or otherwise, from its use or disclosure. Confidential Information shall be deemed to include technical data, know-how, research, product plans, products, services, customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, strategic and other proprietary and confidential information relating to Bookscribs

or Bookscribs's business, operations or properties, including information about Bookscribs's staff, Users or partners, or other business information disclosed directly or indirectly in writing, orally or by drawings or observation.

## **16. Disclaimer of Warranties**

### **(a) Use Of The Bookscribs Platform Is Entirely At Your Own Risk**

THE BOOKSCRIBS PLATFORM IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Bookscribs MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT PROVIDED THROUGH THE Bookscribs PLATFORM OR THE CONTENT OF ANY SITES LINKED TO THE Bookscribs PLATFORM AND ASSUMES NO LIABILITY OR RESPONSIBILITY IN CONTRACT, WARRANTY OR IN TORT FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE Bookscribs PLATFORM, (III) ANY ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; AND (IV) EVENTS BEYOND OUR REASONABLE CONTROL.

Bookscribs does not warrant, endorse, guarantee or assume responsibility for any service advertised or offered by a third party through the Bookscribs Platform or any hyperlinked website or featured in any banner or other advertising, and Bookscribs will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate. Without limiting the foregoing, Bookscribs and Affiliates do not warrant that access to the Bookscribs Platform will be uninterrupted or that the Bookscribs Platform will be error-free; nor do they make any warranty as to the results that may be obtained from the use of the Bookscribs Platform, or as to the timeliness, accuracy, reliability, completeness or content of any Adaptation, service, information or materials provided through or in connection with the use of the Bookscribs Platform. Bookscribs and Affiliates are not responsible for the conduct, whether online or offline, of any User. Bookscribs and Affiliates do not warrant that the Bookscribs Platform is free from computer viruses, system failures, worms, trojan horses, or other

harmful components or malfunctions, including during hyperlink to or from third-party websites. Bookscribs and Affiliates cannot and do not guarantee that any personal information supplied by you will not be misappropriated, intercepted, deleted, destroyed or used by others.

Notwithstanding any feature a Client may use to expedite Bookscribs selection, each Client is responsible for determining the Adaptation and selecting their Scribes and Bookscribs does not warrant any goods or services purchased by a Client and does not recommend any particular Scribes. Bookscribs does not provide any warranties or guarantees regarding any Scribes's professional accreditation, registration or license.

In addition, no individual or entity shall be a third party beneficiary of these terms. These terms are solely for the benefit of the parties to this Agreement and are not intended to and shall not be construed to give any person or entity other than you any interest, remedy, claim, liability, reimbursement, claim of action or any other rights (including, without limitation, any third party beneficiary rights), with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

**(b) No Liability**

You acknowledge and agree that Bookscribs is only willing to provide the Bookscribs Platform if you agree to certain limitations of our liability to you and third parties. Therefore, you agree not to hold Bookscribs and Affiliates, or their corporate partners, liable for any claims, demands, damages, expenses, losses, governmental obligations, suits, and/or controversies of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, direct, indirect, incidental, actual, consequential, economic, special, or exemplary, including attorneys fees and costs (collectively, "liabilities") that have arisen or may arise, relating to your or any other party's use of or inability to use the Bookscribs Platform, including without limitation any liabilities arising in connection with the conduct, act or omission of any User (including without limitation stalking, harassment that is sexual or otherwise, acts of physical violence, and destruction of personal property), any dispute with any User, any instruction, advice, act, or service provided by Bookscribs and Affiliates and any destruction of your User Generated Content.

UNDER NO CIRCUMSTANCES WILL BOOKSCRIBS AND AFFILIATES OR THEIR CORPORATE PARTNERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, ACTUAL, CONSEQUENTIAL, ECONOMIC, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT

LIMITED TO LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY BOOKSCRIBS, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES) ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE BOOKSCRIBS PLATFORM OR THE ADAPTATION SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU IN THEIR ENTIRETY.

BOOKSCRIBS AND AFFILIATES EXPRESSLY DISCLAIM ANY LIABILITY THAT MAY ARISE BETWEEN USERS OF ITS BOOKSCRIBS PLATFORM. BOOKSCRIBS AND AFFILIATES ALSO DO NOT ACCEPT ANY LIABILITY WITH RESPECT TO THE QUALITY OR FITNESS OF ANY WORK PERFORMED VIA THE BOOKSCRIBS PLATFORM.

IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT BOOKSCRIBS AND AFFILIATES OR THEIR CORPORATE PARTNERS ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL FEES PAID BY YOU TO COMPANY DURING THE SIX (6) MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

Some jurisdictions do not allow the exclusion of certain warranties or limitation of liability for consequential or incidental damages, so certain aspects of the limitations above may not apply to you.

**(c) Release**

THE BOOKSCRIBS PLATFORM IS ONLY A VENUE FOR CONNECTING USERS. BECAUSE BOOKSCRIBS IS NOT A PARTY TO OR OTHERWISE INVOLVED IN THE ACTUAL CONTRACT BETWEEN USERS OR IN THE COMPLETION OF THE ADAPTATION, IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE USERS, YOU HEREBY RELEASE Bookscribs AND AFFILIATES AND THEIR CORPORATE PARTNERS FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES (INCLUDING DIRECT, INDIRECT, INCIDENTAL, ACTUAL, CONSEQUENTIAL, ECONOMIC, SPECIAL, OR EXEMPLARY), EXPENSES, LOSSES, GOVERNMENTAL



OBLIGATIONS, SUITS AND/OR CONTROVERSIES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTE.

TO THE EXTENT APPLICABLE, YOU HEREBY WAIVE THE PROTECTIONS OF MASSACHUSETTS CIVIL CODE § 1542 (AND ANY ANALOGOUS LAW IN ANY OTHER APPLICABLE JURISDICTION) WHICH READS AS FOLLOWS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

## **17. Indemnification**

You hereby agree to indemnify, defend, and hold harmless Bookscribs and Affiliates, and their attorneys, insurers, independent contractors, providers, successors and assigns (the “Indemnified Parties”) from and against any and all Liabilities incurred in connection with (i) your use or inability to use the Bookscribs Platform or Adaptation Services, or (ii) your breach or violation of this Agreement; (iii) your violation of any law, or the rights of any User or third party and (iv) any content submitted by you or using your account to the Bookscribs Platform, including, but not limited to the extent such content may infringe on the intellectual rights of a third party or otherwise be illegal or unlawful. You also agree to to indemnify the Indemnified Parties for any Liabilities resulting from your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or loan on our infrastructure. Bookscribs reserves the right, in its own sole discretion, to assume the exclusive defense and control at its own expense of any matter otherwise subject to your indemnification. You will not, in any event, settle any claim or matter without the prior written consent of Bookscribs.

## **18. Dispute Resolution – Arbitration & Class Action Waiver**

PLEASE READ THIS SECTION CAREFULLY — IT AFFECTS YOUR LEGAL RIGHTS AND GOVERNS HOW YOU AND BOOKSCRIBS CAN BRING CLAIMS AGAINST EACH OTHER. THIS SECTION WILL, WITH LIMITED EXCEPTION, REQUIRE YOU AND BOOKSCRIBS TO SUBMIT CLAIMS AGAINST EACH OTHER TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS.

### **(a) Informal Negotiations**

To expedite resolution and reduce the cost of any dispute, controversy or claim between you and Bookscribs (each a “Claim” and collectively “Claims”), you and Bookscribs agree to first attempt to negotiate any Claim (except those Claims expressly excluded below) informally for at least thirty (30) days before initiating any arbitration. This pre-arbitration negotiation shall be initiated by providing written notice to the other party—including a brief written statement describing the name, address, and contact information of the notifying party, the facts giving rise to the Claim, and the relief requested. You must send such written notice to Bookscribs, Inc., [bookscribs.com/contact](https://bookscribs.com/contact) Attention: Legal. If necessary to preserve a Claim under any applicable statute of limitations, you or Bookscribs may initiate arbitration while engaging in the informal negotiations.

During this pre-arbitration negotiation, all offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, and attorneys are confidential, privileged and inadmissible for any purpose, including as evidence of liability, in arbitration or other proceeding involving the parties.

After a good faith effort to negotiate, if you or Bookscribs believe a Claim cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, a claim must be filed with the American Arbitration Association (“AAA”) and the written Demand for Arbitration (available at [www.adr.org](http://www.adr.org)) must be provided to the other party, as specified in the Commercial Arbitration Rules (the “AAA Rules”).

### **(b) Agreement to Binding Arbitration**

IN EXCHANGE FOR THE BENEFITS OF THE SPEEDY, ECONOMICAL, AND IMPARTIAL DISPUTE RESOLUTION PROCEDURE OF ARBITRATION, YOU AND BOOKSCRIBS MUTUALLY AGREE TO WAIVE YOUR RESPECTIVE RIGHTS TO RESOLUTION OF ALL CLAIMS BETWEEN YOU (EXCEPT THOSE EXPRESSLY EXCLUDED BELOW) IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTES BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS AS SET FORTH HEREIN.

This agreement to arbitrate contained in this Section 18 (“Arbitration Agreement”) is governed by the Federal Arbitration Act and survives the termination of this Agreement and your relationship with Company.

Claims covered by this Arbitration Agreement include, but are not limited to, any dispute, claim or controversy whether based on past, present or future events arising out of or relating to: this Agreement and prior versions (including the breach, termination, enforcement, interpretation or validity thereof); the Bookscribs Platform, services, or Adaptations; your relationship with Bookscribs; the threatened or actual suspension, deactivation or termination of your User Account or this Agreement; payments made by you or any payments made or allegedly owed to you; any city, county, state or federal wage-hour law; compensation, breaks and rests periods, expense reimbursement, wrongful termination, discrimination, harassment, retaliation, fraud, defamation, trade secrets, unfair competition, emotional distress; any promotions or offers made by Company; breach of any express or implied contract or breach of any express or implied covenant; claims arising under federal or state consumer protection laws; claims arising under antitrust laws; claims arising under the Telephone Consumer Protection Act and Fair Credit Reporting Act; and claims arising under the Fair Labor Standards Act, Civil Rights Act of 1964, Uniform Trade Secrets Act, Americans With Disabilities Act, Age Discrimination in Employment Act, Older Workers Benefit Protection Act, Family Medical Leave Act, Employee Retirement Income Security Act (except for individual claims for employee benefits under any benefit plan sponsored by Company and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), and state statutes, if any, addressing the same or similar subject matters; and all other federal and state statutory and common law claims.

If there is a dispute about the arbitrability of any Claim (including questions about the scope, applicability, interpretation, validity, and enforceability of this arbitration agreement), you and Bookscribs agree that this threshold dispute shall be delegated to the arbitrator (not a court) and that the arbitrator shall have initial authority to resolve such threshold disputes, except as expressly provided below.

YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU AND Bookscribs ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS, UNLESS EXPRESSLY EXCLUDED IN THIS ARBITRATION AGREEMENT. THIS ARBITRATION AGREEMENT IS INTENDED TO REQUIRE ARBITRATION OF EVERY CLAIM OR DISPUTE THAT CAN LAWFULLY BE ARBITRATED, EXCEPT THOSE CLAIMS AND DISPUTES WHICH BY THE TERMS OF THIS

ARBITRATION AGREEMENT ARE EXPRESSLY EXCLUDED FROM THE REQUIREMENT TO ARBITRATE.

**(c) Agreement Prohibiting Class Actions and Non-Individualized Relief**

Except as otherwise required under applicable law, you and Bookscribs agree that any arbitration will be limited to the Claim between Bookscribs and you individually. YOU ACKNOWLEDGE AND AGREE THAT YOU AND BOOKSCRIBS ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, OR ANY OTHER REPRESENTATIVE PROCEEDING (“CLASS ACTION WAIVER”).

Further, unless both you and Bookscribs otherwise agree, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of any class or representative proceeding. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on any basis other than an individual basis. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on a class, collective, or representative basis. Notwithstanding the foregoing, this Class Action Waiver shall not apply to Private Attorney General Act Claims brought against Company, which are addressed separately in Section 18(d) below.

Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules (as defined below), disputes regarding the scope, applicability, enforceability, revocability or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which: (i) the Claim is filed as a class, collective, or representative action and (ii) there is a final judicial determination that the Class Action Waiver is unenforceable as to any Claims, then those Claims shall be severed from any remaining Claims and may remain in a civil court of competent jurisdiction, but the Class Action Waiver shall be enforced in arbitration on an individual basis as to all other Claims to the fullest extent possible.

**(d) Representative PAGA Waiver**

Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, to the fullest extent allowed by law: (1) you and Bookscribs agree not to bring a representative action on behalf of others under the California Private Attorneys General Act of 2004 (“PAGA”), California Labor Code § 2698 et seq., in any court or in arbitration, and (2) for any claim brought on a private

attorney general basis, including under PAGA, both you and Company agree that any such Claim shall be resolved in arbitration on an individual basis only (i.e., to resolve whether you have personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law) (collectively, "Representative PAGA Waiver"). Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability or validity of this representative PAGA Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If any provision of this representative PAGA Waiver is found to be unenforceable or unlawful for any reason: (i) the unenforceable provision shall be severed from this Agreement; (ii) severance of the unenforceable provision shall have no impact whatsoever on the Arbitration Agreement or the requirement that any remaining Claims be arbitrated on an individual basis pursuant to the Arbitration Agreement; and (iii) any such representative PAGA or other representative private attorneys general act Claims must be litigated in a civil court of competent jurisdiction and not in arbitration. To the extent that there are any Claims to be litigated in a civil court of competent jurisdiction because a civil court of competent jurisdiction determines that the representative PAGA Waiver is unenforceable with respect to those Claims, the parties agree that court litigation of those Claims shall be stayed pending the outcome of any individual Claims in arbitration.

#### **(e) Rules and Logistics Governing Arbitration**

The arbitration will be commenced and conducted under the AAA Rules in effect at the time the arbitration is initiated and modified by the terms set forth in this Agreement, and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. Notwithstanding the foregoing, if requested by you and if proper based on the facts and circumstances of the Claims presented, the arbitrator shall have the discretion to select a different set of AAA Rules, but in no event shall the arbitrator consolidate more than one person's Claims, or otherwise preside over any form of representative, collective, or class proceeding. You and Bookscribs agree that the arbitration shall be administered before a single arbitrator mutually agreed upon by the parties, and if the parties cannot agree within thirty (30) days after names of potential arbitrators have been proposed, then by a single arbitrator who is chosen by the AAA.

As part of the arbitration, both you and Company will have the opportunity for reasonable discovery of non-privileged information that is relevant to the Claim(s). The arbitrator may award any individualized remedies that would be available in court. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims. The arbitrator will provide a reasoned written statement of the arbitrator's decision, which shall explain the award given and the findings and conclusions on which the decision is based.

The arbitrator will decide the substance of all Claims in accordance with applicable law, and will honor all claims of privilege recognized by law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Your arbitration fees and your share of arbitrator compensation will be governed by the AAA Rules (and, where appropriate, limited by the AAA Consumer Rules) subject to the following modifications:

(i) If Company initiates arbitration under this Arbitration Agreement, Company will pay all AAA filing and arbitration fees.

(ii) If a Client or Scribes files a Claim in accordance with this Arbitration Agreement and the associated claim for damages does not exceed USD \$10,000, Company will pay all AAA filing and arbitration fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

(iii) If a Client or Scribes files a Claim in accordance with this Arbitration Agreement and the associated claim for damages exceeds USD \$10,000, Company shall pay all costs unique to arbitration (as compared to the costs of adjudicating the same claims before a court), including the regular and customary arbitration fees and expenses, and the Client or Scribes shall be responsible for contributing up to an amount equal to the filing fee that would be paid to initiate the claim in the court of general jurisdiction in the state in which they provide Services to Clients, unless a lower fee amount would be owed by you as required by law or the applicable AAA Rules. Any dispute as to whether a cost is unique to arbitration shall be resolved by the arbitrator. If the arbitrator finds that the

substance of your claim or the relief sought is frivolous or brought for an improper purpose, however, then the allocation of fees will be governed by the applicable AAA Rules.

(iv) Except as required by law or the applicable AAA Rules, each party shall pay its own attorneys' fees and pay any costs that are not unique to the arbitration (i.e., costs that each party would incur if the Claim(s) were litigated in a court, such as costs to subpoena witnesses and/or documents, take depositions and purchase deposition transcripts, copy documents, etc.).

(v) At the conclusion of any arbitration, the arbitrator may award reasonable fees and costs or any portion thereof to the prevailing party, to the extent authorized by applicable law or the applicable AAA Rules.

Unless you and Company agree otherwise, any arbitration hearings between Company and a Scribes will take place in the county of your billing address, and any arbitration hearings between Company and a Client will take place in the county in which you received Adaptation services. If AAA arbitration is unavailable in your county, the arbitration hearings will take place in the nearest available location for a AAA arbitration.

#### **(f) Exceptions to Arbitration**

The following types of Claims may be, but are not required to be, arbitrated under the Arbitration Agreement:

- Claims for workers' compensation, disability insurance and unemployment insurance benefits;
- Small claims actions that are within the scope of small claims court jurisdiction and brought on an individual basis;
- Applications for provisional remedies, preliminary injunctions, and temporary restraining orders, including those relating to actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights;

- A representative action brought on behalf of others under PAGA or other private attorney general acts, to the extent the representative PAGA Waiver in Section 18(d) is deemed unenforceable by a court of competent jurisdiction; and
- Claims that may not be subject to arbitration as a matter of general law not preempted by the Federal Arbitration Act.

Nothing in this Arbitration Agreement prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs, or similar local, state or federal agency, and nothing in this Arbitration Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration. However, you knowingly and voluntarily waive the right to seek or recover money damages of any type pursuant to any administrative complaint and instead may seek such relief only through arbitration under this Agreement. This Agreement and Arbitration Agreement do not prevent you from participating in an investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Provision and do not prevent you from receiving an award for information provided to any government agencies.

**(g) Severability**

Except as otherwise provided in the severability provisions in Sections 18(c) and 18(d) above, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.



## **(h) Right to Opt Out of Arbitration Agreement**

If you are a Scribes, you may opt out of the Arbitration Agreement by notifying Company in writing within thirty (30) days of your agreement to these Terms of Service. To opt out, you must send a written notification to Company at Bookscribs, Inc., 425 Second Street, 5th Floor, San Francisco California, 94107 Attention: Legal, that includes (a) your account username, (b) your name, (c) your address, (d) your telephone number, (e) your email address, and (f) a clear statement indicating that you do not wish to resolve claims through arbitration and demonstrating compliance with the 30-day time limit to opt out of the above arbitration and class action/jury trial waiver provisions.

## **19. Governing Law**

This Agreement and your use of the Bookscribs Platform will be governed by, and will be construed under, the laws of the State of Massachusetts, without regard to choice of law principles. This choice of law provision is only intended to specify the use of Massachusetts law to interpret this Agreement and is not intended to create any substantive right to non-Massachusetts to assert claims under Massachusetts law whether by statute, common law, or otherwise.

## **20. No Agency; No Employment**

No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Agreement.

## **21. General Provisions**

Failure by Company to enforce any provision(s) of this Agreement will not be construed as a waiver of any provision or right. This Agreement constitutes the complete and exclusive agreement between you and Company with respect to its subject matter, and supersedes and governs any and all prior agreements or communications. The provisions of this Agreement are intended to be interpreted in a manner which makes them valid, legal, and enforceable. Except for the “Agreement Prohibiting Class Actions and Non-Individualized Relief” in Section 18, in the event any provision is found to be partially or wholly invalid, illegal or unenforceable, (1) such provision shall be modified or restructured to the extent and in the manner necessary to render it valid, legal, and enforceable or, (2) if such provision cannot be so modified or restructured, it shall be excised from the Agreement without affecting the validity, legality or enforceability of any of the remaining provisions. This Agreement may not be assigned or transferred by you without our prior written approval. We may assign or transfer this Agreement without your consent, including but not limited to assignments: (i) to a parent or subsidiary, (ii) to an acquirer of assets, or (iii) to any other successor or acquirer. Any assignment in violation of this Section 21 shall be null and void. This Agreement will inure to the benefit of Company, its successors and assigns.

## **22. Licensing**

Scribes alone are responsible for identifying and obtaining any required licenses, permits, or registrations before offering services and undertaking Adaptations. Indeed, certain types of Adaptations and services may be prohibited altogether, and it is the responsibility of Scribes to avoid such prohibited Adaptations and services. Penalties may include fines or other enforcement. If you have questions about how local laws apply to your Adaptations and services on the platform, you can and should first seek separate legal guidance.

Because Bookscribs does not oversee, monitor or supervise the posting, scoping or performance of Adaptations, Clients must determine for themselves whether a Scribes is qualified to perform the specific Adaptation at hand. Clients may wish to consult their state or local requirements to determine whether certain Adaptations are required to be performed by a licensed professional.

## **23. Changes to this Agreement and the Bookscribs Platform**

Company reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement, suspend, discontinue, or delete any of the terms and conditions of this Agreement (including the Terms of Service, Privacy Policy, and Happiness Pledge) and review, improve, modify or discontinue, temporarily or permanently, the Bookscribs Platform or any content or information through the Bookscribs Platform at any time, effective with or without prior notice and without any liability to Company. Company will endeavor to notify you of material changes by email, but will not be liable for any failure to do so. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must terminate, and immediately stop using, the Bookscribs Platform. Your continued use of the Bookscribs Platform following any revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes. Company may also impose limits on certain features or restrict your access to part or all of the Bookscribs Platform without notice or liability.

## **24. No Rights of Third Parties**

None of the terms of this Agreement are enforceable by any persons who are not a party to this Agreement.

## **25. Notices and Consent to Receive Notices Electronically**

You consent to receive any agreements, notices, disclosures and other communications (collectively, "Notices") to which this Agreement refers electronically including without limitation by e-mail or by posting Notices on this Site. You agree that all Notices that we provide to you electronically satisfy any legal requirement that such communications be in writing. Unless otherwise specified in this Agreement, all notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or email; or the day after it is sent, if sent for next day delivery by a recognized overnight delivery service.

If you have any questions about these Terms of Service or about the Bookscribs Platform, please contact us by email at [bookscribs.com/contact](mailto:bookscribs.com/contact).

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING TERMS OF SERVICE, AS WELL AS THE PRIVACY POLICY AND AGREE THAT MY USE OF THE BOOKSCRIBS PLATFORM IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.