

# Jeenie

# Terms of Use

**Effective Date: March 2020**

Welcome to the Jeenie Platform provided by **Jeenie**, Inc. ("Us" or "Our" or "We") – and thank You for visiting. We hope You enjoy the experience!

These Terms of Use ("Terms") are a legal contract between You and Us (collectively, "Everyone") and govern Your use of all the text, data, information, software, graphics, photographs and more (all of which We refer to as "Content") that We and Our affiliates may make available to You, as well as any services ("Services") We may provide through any of Our applications or websites (all of which are referred to in these Terms as the "Platform").

*READ THESE TERMS CAREFULLY BEFORE BROWSING THIS APP. USING THIS PLATFORM INDICATES THAT YOU HAVE BOTH READ AND ACCEPT THESE TERMS. YOU CANNOT USE THIS PLATFORM IF YOU DO NOT ACCEPT THESE TERMS.*

*NOTE: THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH THE COMPANY. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED BELOW.*

## Definitions

"Jeenie member" or "member" means a user registered with the Platform.

"Customer" means a person that uses the Platform and engages with a Linguist or Interpreter for the purpose of receiving language assistance and culture-oriented advice.

"Enterprise Customer" means a company, business or organization that has signed a separate user agreement or subscription agreement with Us in order to use the Platform to engage with a Linguist for the purpose of receiving language assistance and culture-oriented advice.

“Healthcare Enterprise Customer” means a company, business or organization that has signed a separate user agreement or subscription agreement as well as a Business Associate Agreement (BAA) with Us in order to use the Platform to engage with an Interpreter for the purpose of receiving language assistance in a healthcare setting (see below).

“Interpreter” or “Linguist” means a person that uses the Platform to engage with a Customer for the purpose of providing language assistance and culture-oriented advice.

## Changes

We may alter the Content and Services We offer You and/or choose to modify, suspend or discontinue this Platform at any time and without notifying You. We may also change, update, add or remove provisions (collectively, “modifications”) of these Terms from time to time. Before you use the Platform, please be sure to refer to the date posted on the Terms to ensure that you have read the latest version.

If You object to any such modifications, Your sole recourse shall be to cease using this Platform. Continued use of this Platform following notice of any such modifications indicates You acknowledge and agree to be bound by the modifications. Also, please know that these Terms may be superseded by expressly designated legal notices or terms located on particular pages of this Platform. These expressly-designated legal notices or terms are incorporated into these Terms and supersede the provision(s) of these Terms that are designated as being superseded.

## General Use

By using this Platform, You promise that You are at least 13 years of age. If You are not yet 18 years old, You must have the permission of an adult to use this Platform and agree to its Terms, and that adult must be a parent or legal guardian who is willing to be responsible for Your use of this Platform. Your use of the Platform under these conditions is your agreement that you have received parental or guardian permission to do so.

If You are a Customer, we invite You to use this Platform for individual, consumer purposes. Enjoy! If You are an Enterprise Customer or Healthcare Enterprise Customer, we invite you to use this Platform for better communication with your clients, patients, and staff. If You

are an Interpreter, You may use the Platform to provide the services described herein, subject to the terms set forth herein regarding such services (“Permitted Purposes”). We thank you for your contribution.

In these Terms We are granting You a limited, personal, non-exclusive and non-transferable license to use and to display the Content; Your right to use the Content is conditioned on Your compliance with these Terms. You have no other rights in this Platform or any Content and You may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any part of this Platform or the Content in any manner. If You make copies of any of the Content or any portion of the Platform while engaging in Permitted Purposes, then We ask that You be sure to keep on any copies all of Our copyright and other proprietary notices as they appear on this Platform.

Unfortunately, if You breach any of these Terms the above license will terminate automatically.

## Use in Healthcare Settings

### Use in Healthcare Settings by Customers and Enterprise Customers

If You are an individual Customer or Enterprise Customer and You intend to use this Platform in a healthcare, clinical or medical setting, You must select either the “Healthcare” or “Medical Appointment” option under the Platform’s “Scenario” menu (if available for your selected language combination). We recognize the need that Our Customers have for immediate assistance in a healthcare, clinical or medical setting, and We want to do whatever We can to support Our Customers in times of urgency. We will attempt to connect You with the most qualified available Interpreter who meets the highest level of industry standards, HIPAA and/or other compliance requirements. In the event that demand is high for a specific language pair, and We cannot guarantee an Interpreter who has the necessary domain experience, HIPAA training, and state or national license or certification, We may provide you with the option to connect with an Interpreter who does not have the same level of qualifications. This option will be accompanied by one or more disclaimers similar to the following:

**Disclaimer:** Your Jeenie Interpreter may not be licensed or certified in Your specific local jurisdiction as may be required under applicable law. By tapping Continue in the Platform, You accept this disclaimer, desire to receive services from your Jeenie Interpreter, and agree to proceed with the call.

**Disclaimer:** Your Jeenie Interpreter may not be fully compliant with all HIPAA requirements, as may be required by applicable law. By tapping Continue, you acknowledge this disclaimer, agree to these terms, and accept to receive services from your Jeenie Interpreter under these circumstances.”

By choosing to continue from such a disclaimer or similar, You agree to these terms and agree to hold Us and the Interpreter harmless against all claims. If You do not wish to proceed, select Cancel, and You will return to the home screen without charge or penalty, where You can elect to make another call.

#### Use in Healthcare Settings by Healthcare Enterprise Customers

If You are a Healthcare Enterprise Customer and are using this Platform in a healthcare, clinical or medical setting, in addition to the above terms, You agree to abide by all terms contained in any user agreement or subscription agreement You have signed with Us. In addition, You agree to abide by all terms contained in any Business Associate Agreement (BAA) you have signed with Us.

For more information about using this Platform in a healthcare, clinical or medical setting, please contact [Healthcare@Jeenie.com](mailto:Healthcare@Jeenie.com).

## Notices and Consents

Customer acknowledges and agrees that the Services may enable Customer’s patients (or their families, parents, or other applicable person or entity) (“Users”) to communicate with Customer, including audio and video conversations occurring via the Jeenie Platform, and that such conversations (including audio and video interactions) may involve the recording of audio and/or video communications (“Recordings”) for quality assurance, training, compliance, and/or service delivery purposes. Jeenie will store all Recordings in encrypted form using industry-standard security measures and will retain such Recordings only for so long as necessary to fulfill the purposes for which they were created, or as required by applicable law. Upon expiration of the retention period, Jeenie will securely delete or de-identify Recordings in accordance with applicable law. Any such de-identified Recordings constitute “Derivatives” (as defined below). Customer represents and warrants that it has all necessary rights and has provided all required notices and obtained all consents necessary (i) for the provision of any data or information made available by Jeenie or any of its Users, including personal information related thereto (“User Data”) to Jeenie, including in connection with the foregoing phone

and video communications and the recording thereof; (ii) to otherwise enable Jeenie's collection, recording, storing, deidentification, aggregation, derivative works creation, and other processing of User Data as contemplated by this Agreement, including as necessary to provide the Services and as otherwise set forth under Customer Intellectual Property in the Enterprise Agreement (the "Agreement"); and (iii) to enable Jeenie to train and otherwise improve its machine learning and artificial intelligence algorithms using deidentified User Data (collectively, "Data Rights"). Jeenie shall not be responsible for the failure of Customer to obtain any required consents or to provide any required notices.

## Use And Processing Of Information

We collect personal data directly from individuals, from third parties, and automatically through the use of Our Services and may combine the information We collect from these various sources. We do NOT collect, process, store, record, monitor or otherwise use Protected Health Information (PHI) of any kind. For more information about the information we collect and use, please review Our [Privacy Policy](#) ("Privacy Policy") which explains everything.

## Neutral Venue

The Platform is not a Linguist, Interpreter or a Machine Translation tool and does not provide assistance with language, interpretation or culture-oriented advice (the "Linguist Services"). Our Platform enables Customers and Linguists to connect, interact, and arrange for the provision of such Linguist Services. While We may recommend certain Linguists based on the Linguist Services requested, We do not endorse any specific Linguist or Interpreter, nor do We have any control or influence over actions or decisions made by users of the Platform. You acknowledge and agree that any and all communications, correspondence, verbal or written or by electronic means, or any warranties or representations, made with regard to the Linguist Services are not provided by Us and are specifically and solely between the Customer and the Linguist.

WE ARE NOT RESPONSIBLE OR LIABLE FOR THE ACTS OR OMISSIONS OF THE LINGUISTS OR THE OTHER USERS AND YOU HEREBY RELEASE US FROM ANY AND ALL CLAIMS RELATING TO SUCH ACTS OR OMISSIONS OR RELATING TO THE LINGUIST SERVICES.

# Linguists / Interpreters

If You are a Linguist or Interpreter, or seek to register as an Interpreter, You must be at least 18 years of age and provide the required information in Our application process. All Interpreters who apply to provide services via the Jeenie Platform must be approved by Jeenie before providing Linguist Services on Our Platform. Once your application has been processed, We will present to You Our Platform Service Agreement to review. Upon accepting the terms in Our Platform Service Agreement, You agree to complete and abide by the terms of the Platform Service Agreement. For Your reference, please also carefully review the Linguist FAQs which provide additional information regarding Your provision of Linguist Services.

If You are an Interpreter seeking to provide Services for Customers or Healthcare Enterprise Customers in a healthcare, clinical or medical setting, You must first meet Our stringent qualifications before being able to provide those Services in the Platform. For more information about qualifications to become a healthcare Interpreter, see Our website or create an Interpreter profile with Jeenie. In addition to Our Platform Service Agreement, you must also accept and abide by the terms of Our Business Associate Agreement (BAA) and HIPAA Guidelines.

## The Platform

To use the Platform, You must have a compatible mobile or computer device. We do not warrant that the Platform will be compatible with Your particular device. We hereby grant to You a non-exclusive, non-transferable, revocable license to use an object code copy of the Platform for one registered account on one device owned or leased solely by You, for Your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Platform, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Platform to any third-party or use the Platform to provide time sharing or similar services for any third-party; (iii) make any copies of the Platform; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Platform, features that prevent or restrict use or copying of any content accessible through the Platform, or features that enforce limitations on use of the Platform; or (v) delete the copyright and other proprietary rights notices on the Platform. You acknowledge that We may from time to time issue upgraded versions of the Platform and may automatically electronically upgrade the version of the Platform that You are using on Your device. You consent to such

automatic upgrading on Your device and agree that these Terms will apply to all such upgrades. The foregoing license grant is not a sale of the Platform or any copy thereof, and We and Our third-party licensors or suppliers retain all right, title, and interest in and to the Platform (and any copy of the Platform). Standard carrier data charges may apply to Your use of the Platform.

The following additional terms and conditions apply with respect to any Platform that We provide to You designed for use on an Apple iOS-powered mobile device (an "iOS App"):

You acknowledge that these Terms are between You and Us only, and not with Apple, Inc. ("Apple").

Your use of Our iOS App must comply with Apple's then-current App Store Terms of Service.

We, and not Apple, are solely responsible for Our iOS App and the Services and Content available thereon. You acknowledge that Apple has no obligation to provide maintenance and support services with respect to Our iOS App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to Our iOS App.

You agree that We, and not Apple, are responsible for addressing any claims by You or any third-party relating to Our iOS App or Your possession and/or use of Our iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by these Terms and any law applicable to Us as provider of the iOS App.

You agree that We, and not Apple, shall be responsible, to the extent required by these Terms, for the investigation, defense, settlement and discharge of any third-party intellectual property infringement claim related to Our iOS App or Your possession and use of Our iOS App.

You represent and warrant that (i) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.

You agree to comply with all applicable third-party terms of agreement when using Our iOS App (e.g., You must not be in violation of Your wireless data service terms of agreement when using the iOS App).

The parties agree that Apple and Apple's subsidiaries are third-party beneficiaries to these Terms as they relate to Your license of Our iOS App. Upon Your acceptance



of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against You as they relate to Your license of the iOS App as a third-party beneficiary thereof.

The following additional terms and conditions apply with respect to any Platform that We provide designed for use on an Android-powered mobile device (an “Android App”):

You acknowledge that these Terms are between You and Us only, and not with Google, Inc. (“Google”).

Your use of Our Android App must comply with Google’s then-current Android Market Terms of Service.

Google is only a provider of the Android Market where you obtained the Android App. We, and not Google, are solely responsible for Our Android App and the Services and Content available thereon. Google has no obligation or liability to You with respect to Our Android App or these Terms.

You acknowledge and agree that Google is a third-party beneficiary to the Terms as they relate to Our Android App.

## Using This Platform And The Platform’s Services

We appreciate You visiting this Platform and allow You to do just that – stop by and leisurely check it out without even registering with Us!

However, in order to connect to a Linguist in order to get language assistance or cultural advice, You must successfully register an account with Us.

## Password Restricted Areas Of This Platform

If You want to register an account with Us, You must submit the following information through the account registration page on this Platform:

- A working email address;
- First and last name;
- Native language; and
- Preferred username and password.



We may, from time to time, ask You to provide additional, optional information so that We can provide You a more customized experience when using this Platform (such as Your city, gender, photo etc.). The decision is Yours as to whether you want to share this information. However, the information that we request may be to provide a better customer experience as defined by our customer base. You understand that, in some cases, not providing that information might limit your ability to be matched for a customer session. Once You submit the required registration information, We alone will determine whether or not to approve Your proposed account. If approved, You will be sent an e-mail detailing how to complete Your registration. For so long as You use the account, You agree to provide true, accurate, current, and complete information which can be accomplished by logging into Your account and making relevant changes directly or contacting Us at [Info@Jeenie.com](mailto:Info@Jeenie.com) or at [support@jeenie.com](mailto:support@jeenie.com) and We can make the changes for You. And, if You forget Your password – no worries as We will happily send a password update to Your provided email address.

You are responsible for complying with these Terms when You access this Platform, whether directly or through any account that You may setup through or on this Platform. Because it is Your account, it is Your job to obtain and maintain all equipment and services needed for access to and use of This Platform as well as paying related charges. It is also Your responsibility to maintain the confidentiality of Your password(s), including any password of a third-party site that We may allow You to use to access this Platform. Should You believe Your password or security for This Platform has been breached in any way, You must immediately notify Us.

## Payments

You agree to pay all applicable fees related to Your use of this Platform and Our Services which are described fully on Our website and within Our Platform. We may suspend or terminate Your account and/or access to Our Services and this Platform if Your payment is late and/or Your offered payment method (e.g., credit card or PayPal account) cannot be processed. By providing a payment method, You expressly authorize Us to charge the applicable fees on said payment method as well as taxes and other charges incurred thereto at regular intervals, all of which depend on Your particular membership and utilized services.

We understand that You might cancel Your account, but please know that We may not provide any refund(s) and You will be responsible for paying any balance due on the

account. To make things less complicated, You agree that We may charge any unpaid fees to Your provided payment method and/or send You a bill for such unpaid fees.

## Privacy Policy

We respect the information that You provide to Us and want to be sure You fully understand exactly how We use that information. So, please review Our [Privacy Policy](#) ("Privacy Policy") which explains everything.

## Links To Third-Party Sites Or Apps

We think links are convenient. From time to time, We may provide links on this Platform to third-party websites/apps. If You use these links, You will leave this Platform. We are not obligated to review any third-party websites/apps that You link to from this Platform, We do not control any of the third-party websites/apps, and We are not responsible for any of the third-party websites/apps (or the products, services, or content available through any of them). Thus, We do not endorse or make any representations about such third-party websites/apps, any information, software, products, services, or Content found there or any results that may be obtained from using them. If You decide to access any of the third-party websites/apps linked to from this Platform, You do this entirely at Your own risk and You must follow the privacy policies and terms and conditions for those third-party websites/apps. Certain areas of this Platform may allow You to interact and/or conduct transactions with one or more third-party websites/apps, and, if applicable, allow you to configure your privacy settings in that third-party website/app account to permit Your activities on this Platform to be shared with Your contacts in your third-party site account.

## Submissions

Certain areas of this Platform (e.g. customer ratings and review areas) may permit You to submit feedback, information, data, text, software, messages, recordings, live video or audio, or other Content (each, a "User Submission"). For the avoidance of doubt, such User Submission does not contain any information that identifies or could be used to identify an individual person. You agree that You are solely responsible for all of Your User Submissions and that any such User Submission is considered both non-confidential and

non-proprietary. Further, We do not guarantee that You will be able to edit or delete any User Submission You have submitted. To make changes to or delete any User Submission, please contact [info@Jeenie.com](mailto:info@Jeenie.com).

By submitting any User Submission, You are promising Us that:

You own all rights in Your User Submissions (including, without limitation, all rights to the reproduction and display of Your User Submissions) or, alternatively, You have acquired all necessary rights in Your User Submissions to enable You to grant to Us the rights in Your User Submissions as described in these Terms;

You have paid and will pay in full all license fees, clearance fees, and other financial obligations, of any kind, arising from any use or commercial exploitation of Your User Submissions;

Your User Submissions do not infringe the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party;

You voluntarily agree to waive all “moral rights” that You may have in Your User Submission;

Any information contained in Your User Submission is not known by You to be false, inaccurate, or misleading;

Your User Submission does not violate any law (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);

Your User Submission is not, and may not reasonably be considered to be, defamatory, libelous, hateful, racially, ethnically, religiously, or otherwise biased or offensive, unlawfully threatening, or unlawfully harassing to any individual, partnership, or corporation, vulgar, pornographic, obscene, or invasive of another’s privacy;

You were not and will not be compensated or granted any consideration by any third party for submitting Your User Submission;

Your User Submission does not incorporate Content from a third-party website, or addresses, email addresses, contact information, or phone numbers (other than Your own);

Your User Submission does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files;

Your User Submission does not contain any information that You consider confidential, proprietary, or personal; and

Your User Submission does not contain or constitute any unsolicited or unauthorized advertising, promotional Content, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.

By submitting a User Submission, You grant to Us an irrevocable, perpetual, transferable, non-exclusive, fully-paid, worldwide, royalty-free license (sublicensable through multiple tiers) to:

Use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display Your User Submissions (or any modification thereto), in whole or in part, in any format or medium now known or later developed;

Use (and permit others to use) Your User Submission in any manner and for any purpose (including, without limitation, commercial purposes) that We deem appropriate in Our sole discretion (including, without limitation, to incorporate Your User Submission or any modification thereto, in whole or in part, into any technology, product, or service);

Display advertisements in connection with Your User Submissions and to use Your User Submissions for advertising and promotional purposes;

Monitor the User Submissions as they occur, including monitoring conversations or videos between Customers and Linguists

We may, but are not obligated to, pre-screen User Submissions or monitor any area of this Platform through which User Submissions may be submitted. We are not required to host, display, or distribute any User Submissions on or through this Platform and may remove at any time or refuse any User Submissions for any reason. We are not responsible for any loss, theft, or damage of any kind to any User Submissions. Further, You agree that We may freely disclose Your User Submission to any third party absent any obligation of confidence on the part of the recipient.

## Unauthorized Activities

To be clear, We authorize Your use of this Platform only for Permitted Purposes. Any other use of this Platform beyond the Permitted Purposes is prohibited and, therefore, constitutes unauthorized use of this Platform. This is because as between You and Us, all rights in this Platform remain Our property.

Unauthorized use of this Platform may result in violation of various United States and international copyright laws. Because We prefer keeping this relationship drama-free, We want to give You examples of things to avoid. So, unless You have written permission from Us stating otherwise, You are not authorized to use this Platform in any of the following ways (these are examples only and the list below is not a complete list of everything that You are not permitted to do):

For any public or commercial purpose (except for Linguists using the Platform in accordance with the Permitted Purpose) which includes use of this Platform on another site or through a networked computer environment;

In a manner that modifies, publicly displays, publicly performs, reproduces or distributes any of this Platform;

In a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law;

To stalk, harass, or harm another individual;

To impersonate any person or entity or otherwise misrepresent Your affiliation with a person or entity;

To interfere with or disrupt this Platform or servers or networks connected to this Platform;

To use any data mining, robots, or similar data gathering or extraction methods in connection with this Platform;

Attempt to gain unauthorized access to any portion of this Platform or any other accounts, computer systems, or networks connected to this Platform, whether through hacking, password mining, or any other means; or

To engage in any act of moral turpitude or fraud, any unethical act, or any other conduct that would adversely impact on the character, goodwill and Our public reputation.

Whether You have engaged in any of the above shall be determined by Us in Our sole discretion. You agree to hire attorneys to defend Us if You violate these Terms and that violation results in a problem for Us. You also agree to pay any damages that We may end up having to pay as a result of Your violation. You alone are responsible for any violation of these Terms by You. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You and, in such case, You agree to cooperate with Our defense of such claim.

# Proprietary Rights

“Jeenie” is a trademark that belongs to Us. Other trademarks, names and logos on this Platform are the property of their respective owners.

Unless otherwise specified in these Terms, all Content, including the arrangement of them on this Platform are Our sole property, Copyright © 2018 **Jeenie** Inc. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

## Intellectual Property Infringement

We respect the intellectual property rights of others and encourage You to do the same. Accordingly, We have a policy of removing User Submissions that violate intellectual property rights of others, suspending access to this Platform (or any portion thereof) to any user who uses this Platform in violation of someone’s intellectual property rights, and/or terminating in appropriate circumstances the account of any user who uses the this Platform in violation of someone’s intellectual property rights.

Pursuant to Title 17 of the United States Code, Section 512, We have implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If You believe Your copyright or other intellectual property right is being infringed by a user of this Platform, please provide written notice to Our Agent for notice of claims of infringement:

We respect the intellectual property rights of others and encourage You to do the same. Accordingly, We have a policy of removing User Submissions that violate intellectual property rights of others, suspending access to this Platform (or any portion thereof) to any user who uses this Platform in violation of someone’s intellectual property rights, and/or terminating in appropriate circumstances the account of any user who uses the this Platform in violation of someone’s intellectual property rights.

Pursuant to Title 17 of the United States Code, Section 512, We have implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If You believe Your copyright or other

intellectual property right is being infringed by a user of this Platform, please provide written notice to Our Agent for notice of claims of infringement:

Attn: Legal Department, DMCA Agent

Email: [legal@jeenie.com](mailto:legal@jeenie.com)

To be sure the matter is handled immediately, Your written notice must:

Contain Your physical or electronic signature;

Identify the copyrighted work or other intellectual property alleged to have been infringed;

Identify the allegedly infringing material in a sufficiently precise manner to allow Us to locate that material;

Contain adequate information by which We can contact You (including postal address, telephone number, and e-mail address);

Contain a statement that You have a good faith belief that use of the copyrighted material or other intellectual property is not authorized by the owner, the owner's agent or the law;

Contain a statement that the information in the written notice is accurate; and

Contain statement, under penalty of perjury, that You are authorized to act on behalf of the copyright or other intellectual property right owner.

Unless the notice pertains to copyright or other intellectual property infringement, the Agent will be unable to address the listed concern.

Unless the notice pertains to copyright or other intellectual property infringement, the Agent will be unable to address the listed concern.

We will notify You that We have removed or disabled access to copyright-protected material that You provided, if such removal is pursuant to a validly received DMCA (Digital Millennium Copyright Act) take-down notice. In response, You may provide Our Agent with a written counter-notification that includes the following information:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;



3. A statement from You under the penalty of perjury, that You have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that You consent to the jurisdiction of a court for the judicial district in which Your physical address is located, or if Your physical address is outside of the United States, for any judicial district in which We may be located, and that You will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

### **Termination of Repeat Infringers**

We reserve the right, in Our sole discretion, to terminate the account or access of any user of this Platform or Service who is the subject of repeated DMCA or other infringement notifications.

## **Disclaimer Of Warranties**

THIS PLATFORM AND THE INTERPRETER SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS PLATFORM IS WITH YOU.

WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THIS PLATFORM AND THE LINGUIST SERVICES, WHICH INCLUDES BUT IS NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

THIS MEANS THAT WE DO NOT PROMISE YOU THAT THE PLATFORM IS FREE OF PROBLEMS. Without limiting the generality of the foregoing, We make no warranty that this Platform will meet Your requirements or that this Platform will be uninterrupted, timely, secure, or error-free or that defects in this Platform will be corrected. We make no warranty as to the results that may be obtained from the use of this Platform or as to the accuracy or reliability of any information obtained through this Platform. No advice or information, whether oral or written, obtained by You through this Platform or from Us or Our subsidiaries/other affiliated companies shall create any warranty. We disclaim all equitable indemnities.

## Limitation And Exclusion Of Liability

WE SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY CONTENT TO OR FROM THIS PLATFORM OR FROM YOUR USE OR PROVISION OF THE INTERPRETER SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF WE KNOW THERE IS A POSSIBILITY OF SUCH DAMAGE.

TO THE EXTENT PERMITTED UNDER LAW (AND UNLESS WE HAVE ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT OVERRIDES THESE TERMS), WE AND OUR AFFILIATES (AND THOSE THAT WE WORK WITH TO PROVIDE THE SERVICES) SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO THE SERVICES (E.G. OFFENSIVE OR DEFAMATORY STATEMENTS, DOWN TIME OR LOSS, USE OF, OR CHANGES TO, YOUR INFORMATION OR CONTENT).

IN NO EVENT SHALL OUR LIABILITY AND THAT OF OUR AFFILIATES (AND THOSE THAT WE WORK WITH TO PROVIDE THE SERVICES) EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, AN AMOUNT THAT IS THE LESSER OF (A) FIVE TIMES THE LARGEST CONSUMER PACKAGE PRICE, IF AVAILABLE, OR (B) USD\$1000.

THIS LIMITATION OF LIABILITY IS PART OF THE BASIS OF THE BARGAIN BETWEEN YOU AND US AND SHALL APPLY TO ALL CLAIMS OF LIABILITY (E.G., WARRANTY, TORT, NEGLIGENCE, CONTRACT, LAW) AND EVEN IF WE OR OUR AFFILIATES HAVE BEEN TOLD OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

SOME LAWS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SO THESE LIMITS MAY NOT APPLY TO YOU.

## Local Laws; Export Control

We control and operate this Platform from Our headquarters in the United States of America and the entirety of this Platform may not be appropriate or available for use in other locations. If You use this Platform outside the United States of America, You are solely responsible for following applicable local laws.

## Feedback

Any submissions by You to Us (e.g., comments, questions, suggestions, Content – collectively, “Feedback”) through any communication whatsoever (e.g., call, fax, email) will be treated as both non-confidential and non-proprietary. Except as prohibited by applicable law, you hereby assign all right, title, and interest in, and We are free to use, without any attribution or compensation to You, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Where the foregoing assignment is prohibited by law, you hereby grant Us an exclusive, transferable, worldwide, royalty-free, fully paid up license (including the right to sublicense) to use and exploit all Feedback as We may determine in our sole discretion. Notwithstanding the foregoing, you understand and agree that We are not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and You have no right to compel such use, display, reproduction, or distribution.

## Dispute Resolution And Arbitration; Class Action Waiver

**Please Read This Provision Carefully. It Affects Your Legal Rights.**

This Provision facilitates the prompt and efficient resolution of any dispute (e.g., claim or controversy, whether based in contract, statute, regulation, ordinance, tort – including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence – or any other legal or equitable theory, and includes the validity, enforceability or scope of this Provision (with the exception of the enforceability of the Class Action Waiver clause below) that may arise between You and Us. Effectively, then, “dispute” is given the broadest meaning enforceable by law and includes any claims against other parties

relating to services or products provided or billed to You (such as Our licensors, suppliers, dealers or third-party vendors) whenever You also assert claims against Us in the same proceeding.

This Provision provides that all disputes between You and Us shall be resolved by binding arbitration because acceptance of These Terms constitutes a waiver of Your right to litigation claims and all opportunity to be heard by a judge or jury. We prefer this because We believe arbitration is less drama-filled than litigation. To be clear, there is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow these Terms and can award the same damages and relief as a court (including attorney's fees). You may, however, opt out of this Provision, which means You would have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, but not limited to, class actions). EVERYONE AGREES THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS PROVISION.

### **Pre-Arbitration Claim Resolution**

For all Disputes, whether pursued in court or arbitration, You must first give Us an opportunity to resolve the Dispute which is first done by emailing to Us at [Legal@Jeenie.com](mailto:Legal@Jeenie.com) the following information: ① Your name; ② Your address; ③ A written description of Your Claim; and ④ A description of the specific relief You seek. If We do not resolve the Dispute within 45 days after receiving Your notification, then You may pursue Your Dispute in arbitration. You may pursue Your dispute in a court only under the circumstances described below.

### **Exclusions from Arbitration/Right to Opt Out**

Notwithstanding the above, You or We may choose to pursue a Dispute in court and not by arbitration if: (a) The dispute qualifies for initiation in small claims court; or (b) YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THESE TERMS (the "Opt-Out Deadline"). You may opt out of this Provision by emailing Us at [Legal@Jeenie.com](mailto:Legal@Jeenie.com) the following information: ① Your name; ② Your address; ③ A clear statement that You do not wish to resolve disputes with Us through arbitration. Either way, We will not take any decision You make personally. In fact, We promise that Your decision to opt out of this Arbitration Provision will have no adverse

effect on Your relationship with Us. But, We do have to enforce the Opt-Out Deadline so keep in mind that any opt-out request received after the Opt-Out Deadline will not be valid and You must pursue Your dispute in arbitration or small claims court.

### **Arbitration Procedures**

If this Provision applies and the dispute is not resolved as provided above (Pre-Arbitration Claim Resolution) either You or We may initiate arbitration proceedings. The American Arbitration Association ("AAA"), [www.adr.org](http://www.adr.org), or JAMS, [www.jamsadr.com](http://www.jamsadr.com), will arbitrate all disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration only and shall in no event be commenced as a class arbitration or a consolidated or representative action or arbitration. All issues shall be for the arbitrator to decide, including the scope of this Provision.

For arbitration before AAA, for Disputes of less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for Disputes involving \$75,000 or more, the AAA's Commercial Arbitration Rules will apply. In either instance, the AAA's Optional Rules For Emergency Measures Of Protection shall apply. The AAA rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available at [www.jamsadr.com](http://www.jamsadr.com) or by calling 1-800-352-5267. This Provision governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action or representative procedures or rules apply to the arbitration.

Because this Platform and these Terms concern interstate commerce, the Federal Arbitration Act ("FAA") governs the arbitrability of all disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

**Arbitration Award.** The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party or if required by applicable law. Such award will be final and binding on the parties, except for any right of appeal provided by the FAA or other applicable law and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Location of Arbitration. You or We may initiate arbitration in either Washington, D.C. or the federal judicial district that includes Your billing address.

Payment of Arbitration Fees and Costs. You will be responsible for all arbitration fees and costs that You incur in the arbitration which include but are not limited to attorneys' fees or expert witnesses. In addition to any fees and costs recoverable under applicable law, if You provide notice and negotiate in good faith with Us as provided in the section above titled "Pre-Arbitration Claim Resolution" and the arbitrator concludes that You are the prevailing party in the arbitration, You will be entitled to recover reasonable arbitration and attorney's fees and costs as determined by the arbitrator. If the arbitrator concludes that We are the prevailing party in the arbitration, We reserve the right to seek to recover any reasonable arbitration and attorney's fees.

### **Class Action Waiver**

Except as otherwise provided in this Provision, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action, representative action, or private attorney general action) unless both You and We specifically agree to do so in writing following initiation of the arbitration. If You choose to pursue Your Dispute in court by opting out of the Arbitration Provision, as specified above, this Class Action Waiver will not apply to You. Neither You, nor any other user of this Platform can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

### **Jury Waiver**

You understand and agree that by accepting this Provision in these Terms, You and We are each waiving the right to a jury trial or a trial before a judge in a public court. In the absence of this Provision, You and We might otherwise have had a right or opportunity to bring disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided below, those rights are waived. Other rights that You would have if You went to court (e.g., the rights to both appeal and certain types of discovery) may be more limited or may also be waived.

### **Severability**

If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision whose remainder will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable, and the dispute will be decided by a court.

### **Continuation**

This Provision shall survive the termination of Your account with Us or Our affiliates and Your discontinued use of this Platform. Notwithstanding any provision in these Terms to the contrary, We agree that if We make any change to this Provision (other than a change to the Notice Address), You may reject any such change and require Us to adhere to the present language in this Provision if a dispute between Us arises.

## **Language**

The Parties hereto expressly agree that these Terms and all documents and notices relating thereto be drafted in the English language. To the extent allowed by law, the English language version of these Terms is binding and other translations are for convenience only. Terms in other languages may be available upon request at [Legal@Jeenie.com](mailto:Legal@Jeenie.com). These Terms (including additional terms that may be provided by us when you engage with a feature of the Services) are the only agreement between us regarding the Services and supersedes all prior agreements for the Services.

### **General**

We think direct communication resolves most issues – if We feel that You are not complying with these Terms, We will tell You. We will even provide You with recommended necessary corrective action(s) because We value this relationship.

However, certain violations of these Terms, as determined by Us, may require immediate termination of Your access to this Platform without prior notice to You. The Federal Arbitration Act, Delaware state law and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. Except for disputes subject to arbitration as described above, any disputes relating to these Terms or this Platform will be heard in the courts located in United States County, Washington, D.C. If any of these Terms are deemed inconsistent with applicable law, then such term(s) shall be interpreted to reflect the intentions of the parties, and no other



terms will be modified. By choosing not to enforce any of these Terms, We are not waiving Our rights. These Terms are the entire agreement between You and Us and, therefore, supersede all prior or contemporaneous negotiations, discussions or agreements between Everyone about this Platform. The proprietary rights, disclaimer of warranties, representations made by You, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

If We don't act to enforce a breach of these Terms, that does not mean that We have waived its right to enforce this Contract. You may not assign or transfer these Terms (or Your membership or use of Services) to anyone without our consent. However, You agree that We may assign these Terms to its affiliates or a party that buys it without Your consent. There are no third-party beneficiaries to these Terms.

## California Consumer Notice

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by post at 1625 North Market Blvd., Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.

This Platform and Service are provided by Jeenie, 1816 Redwood Terrace, NW, Washington DC 20012. If You have a non-legal question or complaint regarding the Platform or Service, please contact Customer Service at [Info@Jeenie.com](mailto:Info@Jeenie.com) or [support@jeenie.com](mailto:support@jeenie.com). For legal questions or complaints, please contact [Legal@Jeenie.com](mailto:Legal@Jeenie.com).

# JEENIE SERVICE LEVEL AGREEMENT (SLA)

## Service Levels

Jeenie will use commercially reasonable efforts to (a) provide support for the Jeenie Platform; and (b) keep the Jeenie Platform operational and available, in each case consistent with Jeenie's standard policies and procedures. Customers acknowledge that Jeenie's ability to resolve network or access-related issues may depend on third-party

communications providers and Customer's own systems and personnel. Customers are responsible for providing adequate connectivity, hardware, and facilities necessary to access and use the Services.

## Services

Jeenie provides scheduled and on-demand video and audio interpreting and language services, as well as translation, transcription, and related services (collectively, the "Services"). The Services are made available through the Jeenie Platform and may be further described in an Order Form or Statement of Work ("SOW"). Use of the Services is subject to these Terms of Use, and in the case of enterprise Customers, any applicable Healthcare Enterprise Agreement and Business Associate Agreement.

## Billing and Payment

Fees for the Services are as set forth in the applicable Order Form or SOW. Fees may include subscription charges and usage-based charges (such as per-minute interpreting fees). Unless otherwise specified, fees are invoiced monthly in arrears and payable within thirty (30) days of invoice. Past due amounts accrue interest at 1.5% per month or the maximum rate permitted by law, whichever is less. Fees are exclusive of taxes; Customers are responsible for all applicable taxes other than Jeenie's income taxes.

If Customer disputes an invoice, it must pay the undisputed portion and notify Jeenie of the dispute within thirty (30) days of the invoice date. Any amounts determined to be owed after resolution will accrue interest from the original due date.

Jeenie will provide Customers with access to monthly usage and fee reporting.

## Network, Equipment, and Facilities

Customers are responsible for maintaining the necessary internet connectivity, hardware, and facilities required to access the Jeenie Platform and receive the Services. Jeenie is not responsible for service interruptions or quality issues caused by Customer's network, equipment, or facilities.

## Reservations and Cancellations

Interpreters may be requested 24 hours per day, 365 days per year for Pre-Scheduled Calls and/or On-Demand Calls (as defined below).

Customer may schedule calls in advance via the Jeenie Platform by contacting Jeenie to reserve an interpreter for a predetermined duration at a future point in time ("**Pre-Scheduled Calls**"). For Pre-Scheduled Calls, Jeenie agrees to use its best efforts to provide interpreters at the designated times, dates and locations requested by Customer; provided, however, that for any request for a Pre-Scheduled Call within 24 hours of the requested call time (or for ASL, within three business days), Jeenie cannot guarantee that any such emergency requests will be filled.

For a Pre-Scheduled Call, the Customer will be charged for a per-minute Usage Fee, with a minimum charge for the time reserved. For example:

If a call is reserved for 60 minutes, but Customer is a no-show, cancels, or modifies the time outside of either the 24-hour window to cancel a Pre-Scheduled Call for all languages except ASL (three business days for ASL) ("**Cancellation Window**") or the 24-hour window to modify a Pre-Scheduled Call for all languages except ASL (three business days for ASL) ("**Modification Window**"), Customer will be charged for 60 minutes. This charge for the cancellation of a Pre-Scheduled Call outside the Cancellation Window and/or for the modification of a Pre-Scheduled Call outside the Modification Window is the "**Cancellation Fee.**"

**Reserved calls must be cancelled or modified within the Cancellation Window or Modification Window, or the Customer will be charged a Cancellation Fee.**

If a call is reserved for 60 minutes, but it only lasts 15 minutes, the Customer will be charged for 60 minutes.

If a call is reserved for 60 minutes, but the duration is 75 minutes, the Customer will be charged for 75 minutes. The amount of time that a Pre-Scheduled Call runs over the amount of time that was set constitutes "**Overage Time,**" and the fees charged for such Overage Time constitute "**Overage Fees.**"

**Note:** If a session goes into Overage Time, Jeenie cannot guarantee that the Customer's scheduled interpreter will be able to remain on the Pre-Scheduled Call. Customers should reserve a session duration that best matches the period of time for which the interpreter is anticipated to be needed.

If a call is reserved for 60 minutes, but the Customer requests a live call at that exact time on the Jeenie Platform ("**On-Demand Call**") instead of joining the Pre-Scheduled Call via the Upcoming Call Menu, the Customer will be charged for the 60-minute reservation and the Customer's On-Demand Call.

Jeenie interpreters will wait for fifteen (15) minutes after the reserved start time of a call. If the Customer has not joined the call, the call will be canceled, and the Customer will be subject to a Cancellation Fee.

For all Pre-Scheduled Calls, the Customer must provide a direct telephone number and email address of the individual who is receiving the video and audio interpreting language services through the Jeenie Platform.

This is critical to confirm any last-minute instructions or changes. If Jeenie cannot reach the person conducting the appointment, it cannot guarantee that the call will take place properly as scheduled, and the Client may be charged for the minimum as described above.

For all Pre-Scheduled Calls taking place outside of the Jeenie Platform (e.g., on Doxy, Google Meet, etc.), the Customer must provide a link for such Pre-Scheduled Call at the time of the request.

If the link is not provided in advance, the Customer's request will be cancelled and needs to be rescheduled through another reservation.

Jeenie may also provide access to document translation and transcription services on a per-project basis, as identified on an SOW or as otherwise mutually agreed in writing. For certain projects and language needs, Jeenie may rely on third-party service providers.

## Other Services

Document translation and transcription services may be provided on a project basis as identified in an Order Form or SOW, or as otherwise agreed in writing. For certain services, Jeenie may engage third-party providers.

---

## Contact Us

If You have any questions about these Terms or otherwise need to contact Us for any reason, You can reach Us at [support@jeenie.com](mailto:support@jeenie.com).