

# Terms and Conditions - FuseClub Rewards

Last Modified: October 2025

## OVERVIEW

These Terms and Conditions are entered into by and between you (“**You**”) and Fusion Medical Staffing, LLC (“**Fusion**”, “**we**” or “**us**”). These Terms and the corresponding Privacy Policy, together with any documents they expressly incorporate by reference (collectively, the “**Terms**”), govern your participation in Fusion’s employee rewards program (“**FuseClub Rewards**”) whether accessed via Fusion’s website or Fusion’s mobile application. FuseClub Rewards operates solely under these Terms unless otherwise expressly stated.

All FuseClub Rewards benefits, offerings, and services may be changed by Fusion with or without notice, up to and including termination of the program. At Fusion’s discretion, Fusion may also choose to substitute a similar or different loyalty program at any time immediately upon notice to Participants, as defined below.

These Terms supersede all previous terms and conditions applicable to FuseClub Rewards or any other loyalty/bonus program at Fusion. Except where expressly prohibited or limited by law, Fusion may, at any time, amend, modify, supplement, or otherwise change the structure of point accrual, tiering, bonuses, sweepstakes, or other components, with or without notice, even though such changes may affect the status and past accruals of Participants. Participants are responsible for remaining knowledgeable of these Terms and any changes to these Terms. Your continued participation in FuseClub Rewards shall constitute your acceptance of the Terms and any such changes to these Terms.

## JOINING FUSECLUB REWARDS

### Eligibility

To become eligible for participation in FuseClub Rewards, You must: (a) be actively employed by Fusion on or after August 17, 2025 (the “**Go Live**”) as a traveler in any division and any modality (a “**Traveler**”); (b) have worked at least one full hour after Go Live; (c) enroll in FuseClub Rewards through opt-in process described in the Enrollment section of these Terms; (d) not have previously opted out of FuseClub Rewards without subsequently re-satisfying all requirements of eligibility; (e) be at least 18 years of age; and (f) reside in the United States. Once You have met all eligibility requirements of this section, You are referred to as “**Participant**” herein.

### Enrollment

Beginning on July 28, 2025, all Travelers actively employed by Fusion and working in any division or modality will receive a communication allowing the option to opt into FuseClub and to sign the FuseClub Rewards acknowledgement form. To enroll, you must affirmatively respond that you would like to join FuseClub Rewards and sign the FuseClub Rewards acknowledgement form; completing only one of these will not be sufficient to enroll you in FuseClub Rewards.

Every Traveler employee, regardless of current status in FuseClub Rewards, will receive a communication during the pre-assignment compliance process, offering the opportunity to enroll and sign the

acknowledgement form. If You are already a Participant, you do not need to complete the opt in nor sign the acknowledgement form again unless your membership previously ended or if you wish to change your selection.

By opting in to FuseClub Rewards and signing the FuseClub Rewards acknowledgement form, You agree that You have read and accepted these Terms and that you consent to the collection, use, and disclosure of personal data by Fusion and any third-party vendors in accordance with our Privacy Policy.

#### Conditions of Enrollment and Participation

Participant may only have one account and is not permitted to accrue points under more than one account. If Fusion learns that Participant has more than one account or is or attempted to accrue points under more than one account, Fusion will have the discretion to terminate membership with any accounts Participant is affiliated with, remove all accruals on such accounts, or take any other action to bar Participant from participating in FuseClub Rewards immediately and in the future.

Membership in FuseClub Rewards may not be assigned, transferred, or otherwise moved from Participant to any other individual. Accrued points, bonus eligibility or payments, sweepstake entries, sweepstake winnings, and any other perk of FuseClub Rewards is tied solely to Participant and the account Participant has created.

#### Communications to Participants

Fusion may communicate to Participants about FuseClub Rewards via the contact information provided for employment. This may include Participant's email address, phone number, or both. The phone number may be used for both calls or SMS text messages.

If using the Fusion mobile application, Fusion may also communicate to Participant via push notification to the extent Participant has push notifications enabled on the Fusion mobile application.

The communications for FuseClub Rewards may include but not be limited to information about the program, changes and updates to the program, these terms, or participation, promotional communications, and information about Participant's status.

Should Participant wish to unsubscribe from communications related to FuseClub Rewards, they may do so via the *Unsubscribe* link in any given communication or by contacting [FuseClubRewards@FusionMedStaff.com](mailto:FuseClubRewards@FusionMedStaff.com).

#### Termination of Existing Membership by Participant

If Participant wishes to terminate existing membership in FuseClub Rewards, they may do so at any time by contacting [FuseClubRewards@FusionMedStaff.com](mailto:FuseClubRewards@FusionMedStaff.com). Fusion will process the termination of membership, upon which time (a) Participant will no longer be eligible for FuseClub Rewards perks, including but not limited to the accrual of new points, receipt of bonuses, participation in sweepstakes, and ability to move to a higher tier; (b) Participant will no longer have access to their FuseClub Rewards content on their Account; (c) Participant's previously accrued points will be forfeited without any obligation or liability, and no points, Tiers, future bonuses, nor sweepstake entries will be honored.

Should an opted-out individual choose to rejoin FuseClub Rewards, they must meet all eligibility requirements and complete a new enrollment pursuant to these Terms. Upon rejoining, Participant will begin accruing points at 0 and in the Traveler Tier. Participant will not be awarded a Tier bonus that they received at any point previously. No prior account information, including but not limited to points and Tier status, will be restored upon rejoining.

For Example:

Participant was previously the Navigator Tier with 1800 accrued points. Participant was awarded a bonus when they moved from the Traveler Tier to the Explorer Tier and again when they moved from the Explorer Tier to the Navigator Tier. While in the Navigator Tier with 1800 accrued points, Participant decided to opt out of FuseClub Rewards.

The following month, Participant decides to rejoin FuseClub Rewards, meets all eligibility requirements, and re-enrolls in the program. Upon rejoining, Participant will have 0 points and will accrue at the normal rate. When Participant moves from the Traveler Tier to the Explorer Tier in their, they will not receive the Explorer Tier Bonus since it was previously awarded. When Participant moves from the Explorer Tier to the Navigator Tier, they will not receive the Navigator Tier since that was previously awarded. Participant *will* receive the Voyager Tier bonus when they move from the Navigator Tier to the Voyager Tier, since that was not previously awarded.

#### Disqualification, Suspension, or Termination of Existing or Future Membership by Fusion

Fusion may cancel a Participant's accumulated points, suspend FuseClub Rewards benefits, suspend FuseClub Rewards status, cancel Participant's account, or prohibit them from future participation at any time with immediate effect and without written notice, for any reason at Fusion's sole discretion including, but not limited to, if Fusion knows or believes Participant has acted in a manner inconsistent with applicable laws, regulations, ordinances, or rules, whether state, federal, local, or otherwise; acted in an inappropriate, anticompetitive, fraudulent, abusive, or hostile manner; created more than one account; fraudulently submitted hours or otherwise acted in a way that allowed Participant to receive more money than what was owed to them; been deemed "non-rehireable" after going through Fusion's Review Board process following an assignment backout, termination, or quit; been otherwise terminated from their employment with Fusion; been a member to a settlement or judgment with a term barring Participant from future application at Fusion; acted wrongfully or engaged in misconduct as it relates to FuseClub Rewards; or breached these Terms or any portion therein;

In the event of disqualification and/or termination of a membership, and/or, at Fusion's discretion, during a suspension, all previously accrued points will be forfeited without any obligation or liability, and no points, tiers, future bonuses, nor sweepstake entries will be honored following such termination.

Nothing in these Terms should be construed as limiting the right of Fusion to exercise its legal or equitable rights.

#### Separation from Fusion

If you are separated from Fusion for employment purposes, whether voluntarily or involuntarily, Fusion has the sole discretion to delete your FuseClub Rewards account and you will forfeit all accrued points. If Fusion does delete your FuseClub Rewards account, Fusion will not have any obligation or liability, and no points, tiers, future bonuses, nor sweepstake entries will be honored following such separation.

## **HOW FUSECLUB REWARDS WORKS**

### **Account Access to FuseClub Status**

FuseClub Rewards participation can be tracked by Participant via their account with Fusion. Such account can be created and accessed on the Fusion website and mobile application (“**Account**”). Through their Account, Participant will have access to their point accruals, tier status, accrual rate, and additional information.

Participant is solely responsible for monitoring and securing their Account, including their username, password, and any information contained therein. To access their Account, Participant may be required to input certain registration details or other information. Participant is solely responsible for ensuring their account is accurate, up to date, and complete. Should Fusion, in its sole discretion, determine a necessity for blocking access or deleting Participant’s Account, they may do so at any time, with or without notice.

If Participant chooses, or is provided with, a username, password, or any other piece of information as part of our security procedures, they must treat such information as confidential, and must not disclose it to any other person or entity. Participant agrees to notify Fusion immediately if they become aware of any unauthorized access to or use of your username or password or any other breach of security. You are responsible for all content submitted and activity that occurs under your account, even if done by third parties who have accessed your FuseClub Rewards account.

Participant may only hold one Account and may not open or maintain more than one Account. The same Account login information will be used to access such Account on both Fusion’s website and Fusion’s mobile application.

No purchase necessary to create an Account, nor to access and use such Account.

### **Accrual of Points**

Participant may accrue points based on the number of hours worked each week, whether such hours are categorized as regular hours, charge hours, overtime hours, holiday hours, double time hours, or callback hours. Such rate will vary depending on the division and modality of Participant and can be found in Participant’s Account or by contacting FuseClubRewards@FusionMedStaff.com. The rate of accrual or category of division and modality may be changed by Fusion at any time in its sole discretion, however any change in accrual or category will not impact any points Participant previously accrued before such change when into effect.

To accrue points, Participant must remain eligible under these Terms and submit their weekly timecard in a timely manner. Fusion makes no guarantees or representations that timecards submitted in an untimely manner can be processed timely, if at all, for purposes of FuseClub Rewards. Following the submission of a

weekly timecard, Fusion will process the information from the timecard such that Participant's accrued points are automatically calculated and posted to Participant's account. Points will not appear in Participant's account immediately and may take several weeks. If you have any questions about whether newly accrued points are reflected in your Account, you may contact Fusion at the contact provided below.

Points have no monetary value. Points are part of the voluntary program and shall not constitute wages, accrual of paid time off, money owed, etc.

Points may not be purchased and will be automatically calculated by Fusion after the submission of a timecard. Participant need not take any action to have their points appear in their account. Notwithstanding anything to the contrary, should Participant notice their points have not properly accrued or they are concerned with the accuracy of their points, Participant should contact Fusion using the contact information provided herein.

There will be no accrual or award of points for hours worked before Participant is fully eligible and enrolled under these Terms.

Participant's points are connected solely to Participant and may not be transferred, assigned, or otherwise moved to any other account, Participant, individual, or entity.

#### Tier Placement

Participant's points total will dictate which level or "**Tier**" of the FuseClub Rewards program Participant is in. The Tiers are as follows:

**Traveler:** Participant will be in the Traveler Tier from their entry into FuseClub Rewards until they have accrued 749 points. At the Traveler Tier, point accruals may range from .5 points to 1 point for every hour worked on an assignment. Participant's accrual rate can be accessed in their Account.

**Explorer:** When Participant has accrued 750 points, they will ascend to the Explorer Tier. Upon moving to the Explorer Tier, Participant will be paid a bonus as described in these Terms, and will become eligible for a sweepstakes entry, as described herein. At the Explorer Tier, point accruals may range from .55 points to 1.1 points for every hour worked on an assignment. Participant's accrual rate can be accessed in their Account.

**Navigator:** When Participant has accrued 1750 points, they will ascend to the Navigator Tier. Upon moving to the Navigator Tier, Participant will be paid a bonus as described in these Terms, and will become eligible for a sweepstakes entry, as described herein. At the Navigator Tier, point accruals may range from .6 points to 1.2 points for every hour worked on an assignment. Participant's accrual rate can be accessed in their Account.

**Voyager:** When Participant has accrued 2750 points, they will ascend to the Voyager Tier. Upon moving to the Voyager Tier, Participant will be paid a bonus as described in these Terms, and will become eligible for a sweepstakes entry, as described herein. At the Voyager Tier, point accruals may range from .65 points to 1.3 points for every hour worked on an assignment. Participant's accrual rate can be accessed in their Account.

Participant's tier status is connected solely to Participant and may not be transferred, assigned, or otherwise moved to any other account, Participant, individual, or entity.

### Bonus Structure and Payment

Participant may become eligible for certain monetary bonuses in FuseClub Rewards upon ascending to a new Tier. Such bonuses will be paid on Participant's paycheck the week following when the points triggering such bonus appear on Participant's Account. The amount of each such bonus will be in the amount described below.

**Traveler:** Participant will not be eligible for a bonus while in the Traveler Tier.

**Explorer:** Upon moving to the Explorer Tier, Participant will receive a bonus of \$500.00.

**Navigator:** Upon moving to the Navigator Tier, Participant will receive a bonus of \$750.00.

**Voyager:** Upon moving to the Voyager Tier, Participant will receive a bonus of \$1,250.00.

Each Tier's bonus will only be awarded one time per Participant. If Participant moves into a Tier for which they have previously received a bonus, they will not be eligible for such bonus again. This includes but is not limited to when Participant re-earns Tier status after opting out and after Point Decay.

Any of Participant's bonuses are connected solely to Participant and may not be transferred, assigned, or otherwise moved to any other account, Participant, individual, or entity.

### Sweepstakes

Any FuseClub Rewards sweepstakes, including eligibility, number of entries, and all other rules, will be governed by the applicable Sweepstakes Rules corresponding to (i) the Participant's Tier as of the date of the applicable drawing, and (ii) the Participant's Division as determined by the specialty of the Participant's current assignment as of the date of the drawing. If the Participant is not on an active assignment at the time of the drawing, the Division will be determined by the specialty of the Participant's most recent assignment. The applicable quarter and year of the sweepstakes shall also govern.

For the Explorer, Navigator, and Voyager Tiers, each division (i.e., LTC, Allied, or Nursing) will do four sweepstakes drawings per year. The timing of each drawing will vary, but is expected to be one drawing per quarter. Participant must be in a Tier by the date denoted in the respective Sweepstakes Rules in order to be eligible for such drawing.

**Traveler:** Participant will not be eligible for sweepstakes while in the Traveler Tier.

**Explorer:** Upon moving to the Explorer Tier and if Participant is eligible under the Sweepstakes Rules, Participant will be entered into the next available sweepstakes drawing, with prizes ranging from \$1,000.00 to \$2,000.00 per sweepstakes prize.

**Navigator:** Upon moving to the Navigator Tier and if Participant is eligible under the Sweepstakes Rules, Participant will be entered into the next available sweepstakes drawing, with prizes ranging from \$1,500.00 to \$3,000.00 per sweepstakes prize.

**Voyager.** Upon moving to the Voyager Tier and if Participant is eligible under the Sweepstakes Rules, Participant will be entered into the next available sweepstakes drawing, with prizes ranging from \$2,000.00 to \$4,000.00 per sweepstakes prize.

Any of Participant's sweepstake entries or sweepstake winnings are connected solely to Participant and may not be transferred, assigned, or otherwise moved to any other account, Participant, individual, or entity.

#### Inactivity and Point Decay

To maintain Tier status and accrued points, traveler must submit at least 13 timecards for every 365 days. Such 365-day period will be on a rolling basis, beginning on the on the week-ending date of their most recent timecard submitted. If Participant does not submit 13 timecards in a 365-day period of time, their points will be reduced by 33.333% ("**Point Decay**").

If Participant's Account is inactive, Fusion reserves the right to terminate FuseClub Rewards membership, delete Participant's Account, and/or remove all historical data, including but not limited to existing point accrual and Tier status.

#### Campaigns

From time to time, Fusion may run campaigns that temporarily allow Participant to accrue additional or supplemental points by meeting certain conditions. Such campaigns may be communicated pursuant to the Communications to Participants section of these Terms or by other means. Such campaigns will be subject to the limitations incorporated in such communications which may include but will not be limited to Participant's campaign eligibility, supplemental accrual rates and amounts, and the dates for campaigns. All campaigns are otherwise subject to these Terms. In the event of a conflict between these Terms and the campaign communications, these Terms will prevail.

### **PARTICIPATION IN THE THERAPY NEW GRAD PROGRAM**

#### Supplemental Eligibility

To be eligible for the supplemental Therapy New Grad Program, Participant must (a) meet all requirements contained in these Terms for FuseClub Rewards; (b) be a licensed Physical Therapist (PT), Occupational Therapist (OT), or Speech-Language Pathologist (SLP); (c) begin working in their first assignment as a licensed PT, OT, or SLP within the first year after graduating from their PT, OT, or SLP program; (d) not be already participating in any new graduate program at Fusion; (e) not have worked at any other employer post-licensure before their employment with Fusion; and (f) not have had more than 30 consecutive calendar days lapse between any two assignments. Upon meeting these eligibility requirements, Participant will be referred to as "Therapy Grad" for purposes of this section only.

#### Therapy Bonus

If Therapy Grad accrues 3,850 points within 25 months from the start date of their first PT, OT, or SLP assignment with Fusion, Therapy Grad will receive a one-time \$2,000.00 bonus. This amount will be in addition to and will not replace any awarded bonuses in the FuseClub Rewards Program.

All eligibility requirements contained in Supplemental Eligibility must be maintained for all 25 months with no lapse in order to receive this bonus. Should a Therapy Grad become ineligible at any time or fail to meet the conditions contained herein, they will still be a Participant in FuseClub Rewards unless otherwise provided in these Terms.

#### Additional Terms

The Therapy New Grad Bonus is subject to all applicable provisions of these Terms.

### **ADDITIONAL TERMS OF PARTICIPATION IN FUSECLUB REWARDS**

#### Program Changes and Termination

Fusion may materially modify or suspend FuseClub Rewards at any time with 30 days' advance written notice. Should such modification or suspension occur, Fusion will communicate to Participant pursuant to the Communications to Participants section of these Terms.

Fusion may otherwise modify FuseClub Rewards at its sole discretion.

Fusion may terminate FuseClub Rewards at any time with 180 days' advance written notice. Should such termination occur, Fusion will communicate such termination to Participant pursuant to the Communications to Participants section of these Terms. All points, tier status, sweepstake entries, future bonuses, and any other component of FUSECLUB REWARDS will expire immediately upon program termination.

#### Taxes and 401(k)

All monetary bonuses and sweepstake winnings paid through participation in FuseClub Rewards may be subject to both Federal and, where applicable, State taxes, including but not limited to payroll taxes. Fusion does not provide tax advice and encourages Participants to confer with a tax professional in determining how such bonuses and winnings should be treated under Federal and State tax regulations.

To the extent Participant is enrolled in Fusion's 401(k) program, a portion of all monetary bonuses and sweepstake winnings may be paid to Participant's 401(k) account in line with user's elections in such 401(k) program. To the extent Fusion is matching Participant's routine 401(k) contributions, such match will be available for these payments.

#### Prohibited Uses and Actions

In Participant's participation in the FuseClub Rewards program or use of their FuseClub Rewards account, they agree not to act in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries). Participant further agrees not to engage in any conduct that restricts or inhibits any person's use or enjoyment of FuseClub Rewards, or which, as determined by Fusion's sole determination, may harm Fusion, Fusion's employees, other members of FuseClub Rewards, or any other person, or expose them to liability.

Participant agrees not to make or attempt to make modifications to Fusion's website, mobile application, FuseClub Rewards platforms, or other content or property owned or operated by Fusion; use the Fusion's website, mobile application, FuseClub Rewards platforms, or other content or property owned or operated by Fusion in a manner that suggests an association with any of our products, services, events or brands; download quantities of online materials to a database, server, or personal computer for reuse for commercial purposes; attempt to or successfully copy, reproduce, republish, upload, post, create derivative works of, publicly display, transmit or distribute anything from Fusion's website, mobile application, FuseClub Rewards platforms, or other content or property owned or operated by Fusion in any way or for any other purpose; attempt to or successfully add, delete, distort or misrepresent any content on Fusion's website, mobile application, FuseClub Rewards platforms, or other content or property owned or operated by Fusion.

Participant further agrees, not to use the FuseClub Rewards program or any FuseClub Rewards account in any manner that could disable, overburden, damage, or impair the Fusion website, mobile application or FuseClub Rewards platform, or interfere with any other party's use of Fusion website, mobile application or FuseClub Rewards platform, including their ability to engage in real time activities through Fusion website, mobile application or FuseClub Rewards platform; use any robot, spider, or other automatic device, process, or means to access Fusion website, mobile application or FuseClub Rewards platform for any purpose, including monitoring or copying any of the material on Fusion website, mobile application or FuseClub Rewards platform; use any manual process to monitor or copy any of the material on Fusion's website, mobile application, or the FuseClub Rewards platform or for any other unauthorized purpose without our prior written consent; use any device, software, or routine that interferes with the proper functioning of the Fusion website, mobile application or FuseClub Rewards platform; introduce any viruses, Trojan horses, worms, logic bombs, or other material to the Fusion website, mobile application or FuseClub Rewards platform; attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Fusion website, mobile application or FuseClub Rewards platform, the server on which the Fusion website, mobile application or FuseClub Rewards platform is stored, or any server, computer, or database connected to the Fusion website, mobile application or FuseClub Rewards platform; attack the Fusion website, mobile application or FuseClub Rewards platform via a denial-of-service attack or a distributed denial-of-service attack; or otherwise attempt to interfere with the proper working of the Fusion website, mobile application or FuseClub Rewards platform.

For all actions prohibited by these Terms, Participant's assistance in a third-party taking such actions will be deemed a violation by Participant and will be treated the same as if Participant alone had taken such action.

#### Operation of FuseClub Rewards Program

Fusion may use a third-party vendor to administer or assist with administering FuseClub Rewards. Fusion is not responsible for the actions, content, platforms, nor practices of third-party vendors that may be used in the administration of FuseClub Rewards. Participant understands and acknowledges that any third-party vendor is not affiliated with Fusion and that Fusion is not connected with, nor does it operate or controls the third-party vendors nor their offerings.

#### Acts, Errors, or Omissions

Fusion may, in its sole discretion, make adjustments or corrections to Participant's points, tier status, bonus awards, sweepstake entry, or any other aspect of FuseClub Rewards if deemed necessary. This includes but is not limited to a time entry showing erroneous hours, hours that are believed to be falsified or otherwise not actually worked, internal error of the FuseClub Rewards platform or account, or any other instance of unworked time, erroneous hours or points, or otherwise issue that warrants a retroactive correction.

Fusion is not responsible for: (a) any loss or misdirection of, or delay in receiving, any enrollment form, correspondence, requests, or benefits; (b) any acts or omissions of third parties (including, without limitation, third-party vendors); or (c) any errors published points, tiers, or status, including, without limitation, any typographical errors, errors of description, errors regarding points, tiers, or status, and errors in the crediting of points, or moving between tiers. Fusion reserves the right to correct, without notice, any errors.

#### Interpretation of FuseClub Rewards Rules

All interpretations of these Terms regarding membership, participation, or otherwise, are at Fusion's sole discretion, and Fusion's decisions will be final.

#### Waiver and Severability

No waiver by us of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of us to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent, such that the remaining provisions of these Terms will continue in full force and effect.

#### Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, IN NO EVENT SHALL FUSION BE LIABLE TO YOU, REGARDLESS OF YOUR STATUS IN FUSECLUB REWARDS, OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, LOSS OF DATA, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE OR LOSS WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

THE COLLECTIVE AGGREGATE LIABILITY OF FUSION TO YOU FOR ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES OF ANY NATURE WHATSOEVER OR CLAIMS EXPENSES FROM ANY CAUSES, INCLUDING ATTORNEYS' FEES AND COSTS AND EXPERT WITNESS FEES AND COSTS, ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY FUSION TO YOU IN FUSECLUB REWARDS BONUSES AND SWEEPSTAKES WINNINGS.

#### Warranties

Fusion makes no warranties or representations, either expressed or implied, with respect to type, quality or fitness of goods or services provided through FuseClub Rewards, its platforms, accounts, or otherwise. Fusion hereby disclaims all warranties of any kind, whether express or implied, statutory or otherwise.

Fusion does not represent that FuseClub Rewards, your FuseClub Rewards account, the Fusion website and mobile application, nor any FuseClub Rewards platform, will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that our website or the server that makes it available is free of viruses or other harmful components, or that our website or any other services or items obtained through our website will otherwise meet your needs or expectations.

Fusion will not be liable if, for any reason, all or any part of an account, the mobile application, the website, nor any other platform used to make FuseClub Rewards functional, is unavailable or unusable at any time or for any period. Fusion will make best efforts, after learning of an issue, to remedy such issue.

### Indemnification

You agree to defend, indemnify, and hold harmless Fusion, its affiliates, service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms, the use of your FuseClub Rewards account, any use of FuseClub Rewards or Fusion's content, services, and products, other than as expressly authorized in these Terms of Use, or your use of any information obtained from FuseClub Rewards.

### Privacy

Personal information collected through FuseClub Rewards will be governed by our Privacy Policy. By participating, you consent to the use of your data for FuseClub Rewards administration.

### Dispute Resolution

Mandatory Mediation: Fusion and You, regardless of your status in FuseClub Rewards, agree that they must first attempt to resolve any disputes through participation in a confidential mediation. If Fusion and You are unable to agree on the selection of a mediator, either may contact the American Arbitration Association ("AAA"), which shall appoint a mediator. Fusion and You shall share all costs of the mediation equally. Unless Fusion and You otherwise agree in writing, the mediation shall be held in Douglas County, Nebraska. Either party may be represented at the mediation by legal counsel. Each party shall attend the mediation in person unless otherwise agreed to by both parties.

Mandatory Binding Arbitration: If the parties' dispute is not resolved within thirty (30) days of mediation, Fusion and You, regardless of your status in FuseClub Rewards, agree that such dispute shall be finally resolved by binding arbitration administered by the AAA. As such, the parties expressly waive their rights to bring action against one another in a court of law, except as expressly provided in these Terms. Unless Fusion and You otherwise agree in writing, the arbitration shall be held in Douglas County, Nebraska, before a single arbitrator selected under the procedures set forth in by AAA. Fusion and You agree that a final judgment upon the award rendered by the arbitrator may be entered by any court with jurisdiction in Douglas County, Nebraska, and that no party will

contest personal or subject matter jurisdiction or the venue of any legal action filed by either party to enforce an award issued by the AAA related to a dispute covered by these Terms. The costs of the arbitrator and all reasonable and necessary legal fees, costs, and expenses incurred by a party as a result of the claims or defenses asserted in the arbitration proceeding, including, but not limited to, attorney's fees and filing fees, may be awarded to the prevailing party, as permitted by law.

#### Waiver of Class/Collective Action

Fusion and You, regardless of your status in FuseClub Rewards, agree to bring any dispute in any way related to these Terms and FuseClub Rewards in mediation or arbitration on an individual basis only, and not on a class, collective, or private attorney general representative basis. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class, collective, representative or private attorney general proceeding ("**Class Action Waiver**"). Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the validity, enforceability or breach 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 (1) the dispute is filed as a class, collective, representative or private attorney general action and (2) a civil court of competent jurisdiction finds all or part of the Class Action Waiver unenforceable, the class, collective, representative and/or private attorney general action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration. In the event You participates in the filing of or participation in a class, collective or representative action in any forum, Fusion may lawfully seek enforcement of this provision and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class, collective or representative actions or claims. The Class Action Waiver shall be severable in any case in which the dispute is filed as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

#### Equitable Relief

Nothing contained in these Terms shall preclude either party from seeking injunctive relief from a state or federal court located in Douglas County, Nebraska, for the sole purpose of seeking an injunction to avoid immediate and irreparable injury, loss, or damage. Fusion, You, regardless of your status in FuseClub Rewards, agree that neither will contest personal or subject matter jurisdiction or the venue of any such action filed in Douglas County, Nebraska by either party.

#### Choice of Law

These Terms shall be governed by, construed and enforced in accordance with the laws of Nebraska, without regard to its conflict of law provisions.

#### Children's Online Privacy Protection Act of 1998 (COPPA)

In accordance with the Children's Online Privacy Protection Act of 1998 (COPPA), Fusion will never knowingly solicit, nor will Fusion accept, personally identifiable information from users known to be under 13 years of age.

### Changes to Terms

Fusion may revise and update these Terms at any time and in our sole discretion. Your continued participation in FuseClub Rewards following the posting of revised Terms means that you accept and agree to the changes.

### Entire Agreement

These Terms and the corresponding Privacy Policy constitute the sole and entire agreement between you and us with respect to the FuseClub Rewards program and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to our FuseClub Rewards.

If there are any questions regarding Fusion or these Terms, please contact Fusion at:

Fusion Medical Staffing, LLC  
18881 W Dodge Rd STE 300W  
Elkhorn, NE 68022  
[FuseClubRewards@FusionMedStaff.com](mailto:FuseClubRewards@FusionMedStaff.com)