

# User Agreement

Effective Date: April 25, 2019

This User Agreement (this “**Agreement**”) explains the terms under which you are allowed to use the omicshelpdesk.com website and any web or mobile services or applications (collectively, the “**Site**”) offered by Omics Help Desk. This Agreement is a part of and incorporates by reference all the Terms of Service linked from <http://omicshelpdesk.com/index.php/site-terms/>, including all Site information referenced or linked therein (the “**Terms of Service**”). Your use of the Site after the effective date will signify that you have read, understand, accept, and agreed to be bound and are bound by this Agreement for yourself and on behalf of any Member for whom you use the Site, and you represent that you have the authority to do so. To the extent permitted by applicable law, we may modify this Agreement with prospective effect without prior notice to you, and any revisions to this Agreement will take effect when posted on the Site, unless a later date is otherwise stated in the revised Agreement. Please check the Site often for updates. Capitalized terms not defined in this Agreement (including section 20 below titled “**Definitions**”) are defined in the other Terms of Service or have the meanings given such terms on the Site.

**PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL BINDING ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN A JURY TRIAL OR CLASS ACTION. YOU HAVE THE RIGHT TO OPT OUT OF THE ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION AS DESCRIBED IN SECTION 16 BELOW.**

## 1 Overview

The Site is a venue where our Members use both our marketplace and our platform for online services. Data Owners and Data Analysts become Members when they open Omics Help Desk Accounts pursuant to the Account Agreement. As Members, they use the Site directory and Data Analysis Services board functions to advertise, locate, introduce themselves to each other, screen and select each other, negotiate Project terms, and enter into Member Contracts between each other. Once two Members enter into a Member Contract, they use the Site to collaborate, communicate about, and invoice and pay for the Project.

## 2 Relationship between Data Owner and Data Analyst

### Member Contract

Data Owner and Data Analyst acknowledge and agree that when Data Analyst accepts a Project awarded by Data Owner, Data Owner and Data Analyst will be deemed to have entered into a “**Member Contract**” comprising the following agreements: (1) those Relationship Agreements applicable to the Project as described in the next subsection titled “**Relationship Agreements**”; (2) the remaining Terms of Service (other than the Relationship Agreements); (3) the Project terms awarded and accepted on the Site, to the extent not inconsistent with the Mandatory Terms (defined below); and (4) any other contractual provisions accepted by both Data Owner

and Data Analyst and uploaded to the Site, to the extent not inconsistent with the Mandatory Terms.

### **Relationship Agreements**

The following four parts of the Terms of Service are called “**Relationship Agreements**”: (1) Independent Contractor Services Agreement; (2) Fixed Price Escrow Instructions; (3) Hourly and Miscellaneous Payment Agreement with Escrow Instructions; and (4) Payroll Services Agreement. Different Relationship Agreements apply to a Member Contract, depending on which type of relationship and compensation Data Owner and Data Analyst choose, as follows:

#### **Independent Contractor Relationships**

If a Data Owner and a Data Analyst enter into an independent contractor relationship, then the Independent Contractor Services Agreement applies. In addition, Data Owner and Data Analyst in an independent contractor relationship must choose either fixed price or hourly compensation, and that choice determines the agreement that governs their payment mechanism as follows:

**Fixed Price Projects.** If Data Owner and Data Analyst enter into an independent contractor relationship and choose fixed price compensation, then Data Owner and Data Analyst agree that they will be bound by the Fixed Price Escrow Instructions.

**Hourly Projects and/or Miscellaneous Payments.** If Data Owner and Data Analyst enter into an independent contractor relationship and choose hourly compensation, and/or, if the Data Owner makes miscellaneous payments to the Data Analyst, then Data Owner and Data Analyst agree that they will be bound by the Hourly and Miscellaneous Payment Agreement with Escrow Instructions.

#### **Employment Relationships**

If a Data Owner and a Data Analyst enter into an employment relationship, then the Data Owner and Data Analyst agree that the Payroll Services Agreement and the Hourly and Miscellaneous Payment Agreement with Escrow Instructions both apply.

#### **Mandatory Terms**

A Member Contract may modify only certain provisions of the Terms of Service as follows:

#### **Independent Contractor Services Agreement**

A Member Contract may modify the Independent Contractor Services Agreement to the extent any Data Owner and Data Analyst agree to contrary Project terms or contractual provisions and record their agreement on the Site in accordance with the Terms of Service.

#### **Refund and Cancellation Policy; Dispute Resolution Policies**

A Member Contract may modify the Refund and Cancellation Policy and the Dispute Resolution Policies referenced therein to the extent a Data Owner and Data Analyst agree to contrary Project terms or other contractual provisions and record their agreement on the Site in accordance with the Terms of Service.

Except as expressly permitted in the foregoing provisions of this subsection titled “**Mandatory Terms**,” all other provisions of the Terms of Service may not be modified and are called “**Mandatory Terms**.” Any purported modification to the Mandatory Terms will be null and void.

#### **Order of Precedence**

If there are any conflicts in the various terms of the Member Contract, those conflicts will be resolved in the order of precedence stated in: (1) the Independent Contractor Services

Agreement for an independent contractor relationship; or (2) the Payroll Services Agreement for an employment relationship.

### 3 Relationship with Omics Help Desk

#### **Omics Help Desk Not a Party to Projects or Data**

Omics Help Desk is not a party to the dealings between Data Owner and Data Analyst, including posts, proposals, screening selection contracting, provision of Data Analysis Services, data, and payment for a Project. Omics Help Desk does not introduce Data Analysts to Data Owners or help Data Analysts find Projects. Omics Help Desk merely makes the Site Services available to enable Data Analysts to identify and determine the suitability of Data Owners for themselves and to enable Data Owners to identify and determine the suitability of Data Analysts for themselves. Omics Help Desk may sort Project proposals to enable Data Owners to more easily navigate and choose which Data Analysts to contact. Omics Help Desk does not direct, has no control over, makes no representations, and does not guarantee the quality, safety, or legality of Data Analysis Services; the truth or accuracy of Project listings; the qualifications, background, or identities of Members; the ability of Data Analysts to deliver Data Analysis Services; the ability of Data Owners to pay for Data Analysis Services; or that a Data Owner or Data Analyst can or will complete a transaction.

Omics Help Desk is not required to and may not verify any information given to us by Data Analysts or Data Owners, nor does Omics Help Desk perform background checks on Data Analysts or Data Owners.

**YOU HEREBY ACKNOWLEDGE AND AGREE THAT OMICS HELP DESK MAY PROVIDE INFORMATION ABOUT A DATA ANALYST OR DATA OWNER, SUCH AS A STRENGTH OR RISK SCORE, GEOGRAPHICAL LOCATION, OR VERIFICATION OF IDENTITY OR CREDENTIALS. HOWEVER, SUCH INFORMATION IS BASED SOLELY ON DATA THAT DATA ANALYST OR DATA OWNER SUBMITS TO OMICS HELP DESK, AND OMICS HELP DESK PROVIDES SUCH INFORMATION SOLELY FOR THE CONVENIENCE OF MEMBERS AND IS NOT AN INTRODUCTION, ENDORSEMENT, OR RECOMMENDATION BY OMICS HELP DESK.**

#### **Third-Party Beneficiary of Member Contract**

Data Owner and Data Analyst appoint Omics Help Desk as a third-party beneficiary of their Member Contract for purposes of enforcing any obligations owed to, and any benefits conferred on, Omics Help Desk by the Member Contract. Data Owner and Data Analyst further agree that Omics Help Desk has the right to take such actions with respect to their Accounts, including, without limitation, suspension, closure, or legal actions, as Omics Help Desk, in our sole discretion, deems necessary to enforce our rights as a third-party beneficiary under the Member Contract.

#### **Data**

Per HIPAA law, an individual has the right to give consent to third parties to access their health data. Omics Help Desk is not a party in the sharing of the data and has no access to it. Access to the data, usually through a cloud storage, is arranged via email in direct communication between Data Analyst and Data Owner using the Data Analyst “project email” provided by the site’s dashboard for project-related communication.

#### **No Agency, Partnership, or Joint Venture**

This Agreement and any registration for or use of the Site will not be construed as creating or implying any relationship of agency, franchise, partnership, or joint venture between you and Omics Help Desk, except and solely to the extent expressly stated in the Terms of Service.

#### **Records of Compliance**

Data Owner and Data Analyst will each (1) create and maintain records to document satisfaction of their respective obligations under this Agreement and any Member Contract, including, without limitation, their respective payment obligations and compliance with tax and employment laws, and (2) provide copies of such records to Omics Help Desk upon request. Nothing in this subsection will be construed as requiring Omics Help Desk to supervise or monitor Data Analysis Services or a Member's compliance with this Agreement, the other Terms of Service, or a Member Contract.

## **4 Fees**

#### **Service Fee**

When a Data Owner pays a Data Analyst or funds related to a Project are otherwise released to a Data Analyst as required by the applicable Escrow Instructions, Omics Help Desk credits the Data Analyst Escrow Account and then deducts a Service Fee that Omics Help Desk earns and Data Analyst agrees to pay Omics Help Desk for creating, hosting, maintaining, and providing the Site Services. The Service Fee is described here.

#### **No Fee for Introducing or For Finding Projects**

Omics Help Desk does not introduce Data Owners to Data Analysts and does not help Data Analysts find Projects. Omics Help Desk merely makes the Site Services available to enable Data Analysts to do so themselves. Therefore, Omics Help Desk does not charge a fee when a Data Analyst finds a suitable Data Owner or finds a Project. However, Data Owner and a Data Analyst are obligated to use the Site to pay and receive payment for the Data Analysis Services if they identified each other through the Site.

#### **Membership Fee**

Data Analysts may subscribe to different levels of participation and privileges on the Site by payment of subscription fees as described here and subject to the Data Analyst Memberships, Proposals & Fulfillment Policy.

#### **Other Fees**

Omics Help Desk may offer additional features, such as featured posts or verification features, for additional fees. Such features and fees are described in detail here. Omics Help Desk may also charge Escrow Fees as described in the Account Agreement and to the extent permitted by applicable law.

## **5 Site License**

Subject to and conditioned on your compliance with this Agreement, the other Terms of Service, and the other Site Policies, Omics Help Desk grants you a limited license to access and, if you are a Member, to use the Site for the purpose of ordering and receiving the Site Services available and authorized from the Site. You must not access or use the Site or Site Services for any reasons that are in competition with Omics Help Desk. You must not sell, reproduce,

distribute, modify, display, publicly perform, prepare derivative works based on, repost, or otherwise use any content of the Site in any way for any public or commercial purpose without prior written consent of Omics Help Desk or the rights holder. You must not use any content of the Site on any other website or in a networked computer environment for any purpose except your own viewing. You must not frame or link to the Site except as permitted in writing by Omics Help Desk. You must not attempt to reverse engineer or attempt to interfere with the operation of any part of the Site unless expressly permitted by applicable law. The Site and any portion of the Site may not be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any commercial purpose that is not expressly permitted by Omics Help Desk. Omics Help Desk and our licensors retain all of their respective right, title, and interest in and to all patent rights, inventions, copyrights, know-how, and trade secrets relating to the Site. Omics Help Desk's logos and name are trademarks of Omics Help Desk and are subject to our Mark Use Guidelines. All other product names, company names, marks, logos, and symbols on the Site may be the trademarks of their respective owners. Except as expressly stated in this Agreement, nothing in this Agreement confers any license under any of Omics Help Desk's or any third party's Intellectual Property Rights, whether by estoppel, implication, or otherwise.

## 6 User Content License

When you post User Content on the Site, you represent and warrant that you have the right, power, and authority to post that content and grant the licenses specified below. You further represent and warrant that by posting such User Content you will not violate third-party rights of any kind, including, without limitation, any Intellectual Property Rights, rights of publicity, and privacy rights. To the extent your User Content may be copyrightable, you represent, warrant, and covenant that you are the owner of all the copyright rights to such User Content and that Omics Help Desk may exercise the rights to your User Content granted under this Agreement without any liability or obligation for any payment.

You retain all your ownership rights in any User Content you post on Omics Help Desk. You also grant to Omics Help Desk and our successors and Affiliates a royalty-free, sub-licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Site and Omics Help Desk's (and our successors' and Affiliates') business, including, without limitation, for promoting and redistributing part or all of the Site (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User a non-exclusive license to access your User Content through the Site, and to use, reproduce, distribute, display, and perform such User Content, only to the extent permitted through the normal functionality of the Site and subject to all applicable confidentiality and other provisions of the Terms of Service.

Notwithstanding the foregoing paragraph, Omics Help Desk will only use or disclose User Content you post to any Dashboard or other non-public area of the Site to the extent necessary to provide Site Services to you.

The above licenses granted by you will terminate within a commercially reasonable time after you remove or delete your User Content from the Site, except that you grant Omics Help Desk and our successors and Affiliates the irrevocable and perpetual license to retain and use, but not publicly display, distribute, or perform, server or archival copies of all User Content that you have removed or deleted to the extent permitted by applicable law.

You may submit comments or ideas about the Site, including, without limitation, about how to improve the Site or our products (collectively, “**Ideas**”). By submitting any Ideas, you agree that your disclosure is gratuitous, unsolicited, and without restriction and will not place Omics Help Desk under any fiduciary or other obligation, that the Ideas do not contain the confidential or proprietary information of third parties, and that we are free to use the Ideas without any additional compensation to you and to disclose the Ideas on a non-confidential basis or otherwise to anyone. You further acknowledge and agree that, by acceptance of your submission of any Idea, Omics Help Desk does not waive any rights to use similar or related ideas known or developed by Omics Help Desk or obtained from sources other than you.

## **7 Unauthorized Access and Use; Site Interference; Malicious Software**

The Site contains robot exclusion headers. You agree that you will not use any robot, spider, scraper, or other automated means to access the Site for any purpose without our express written permission. You will not access the audiovisual content available on the Site for any purpose or in any manner other than streaming. You agree that you will not: (a) take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure; (b) copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (other than content you have submitted to the Site) from the Site, any software code that is part of the Site, or any services that are offered on the Site without the prior express written permission of Omics Help Desk and the appropriate third party, as applicable; (c) interfere or attempt to interfere with the proper operation of the Site or any

activities conducted on the Site; (d) bypass any measures we may use to prevent or restrict access to the Site or any subparts of the Site, including, without limitation, features that prevent or restrict use or copying of any content or enforce limitations on use of the Site or the content therein; (e) transmit spam, chain letters, or other unsolicited communications; (f) attempt to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Site; (g) collect or harvest any personally identifiable information, including account names, from the Site; (h) access any content on the Site through any technology or means other than those provided or authorized by the Site; or (i) directly or indirectly, advertise or promote another website, product, or service or to solicit other Users for other websites, products, or services.

Additionally, you agree that you will not post or introduce any invalid data, virus, worm, or other harmful or malicious software code, agent, hidden procedure, routine, or mechanism through or to the Site or the Site software that is designed to cause to cease functioning,

disrupt, disable, harm, or otherwise impair in any manner, including aesthetic disruptions or distortions, the operation of, or to allow you or any other person to access, or damage or corrupt data, storage media, programs, equipment or communications or otherwise interfere with operations of or on, the Site or any other software, firmware, hardware, computer system, or network of Omics Help Desk or any third party. Further information regarding other prohibited conduct can be found in the Site Usage Policy.

## 8 Third-Party Content

### **Directory of Data Analysts**

The Site contains a directory of Data Analysts. The directory is populated with information from third-party sources, from Data Analysts themselves, and from other Members. Omics Help Desk provides this directory as a convenience and does not confirm or verify the information contained in it.

### **Third-Party Verification**

The Site makes available various services provided by third parties to verify a Member's credentials, provide testing services, and provide information. Any information or content expressed or made available by these third parties or any other Members is that of the respective author(s) or distributor(s) and not of Omics Help Desk. Omics Help Desk neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information, or statement made on the Site by anyone other than authorized Omics Help Desk employees acting in their official capacities.

### **Links and Applications**

The Site may contain links to Third-Party Sites. The Site may also contain applications that allow you to access Third-Party Sites via the Site. Such Third-Party Sites are owned and operated by the third parties and/or their licensors. Your access and use of Third-Party Sites, including online communication services such as chat, email, and calls, will be governed by the terms and policies of the applicable Third-Party Sites. You acknowledge and agree that Omics Help Desk is not responsible or liable for: (i) the availability or accuracy of Third-Party Sites; or (ii) the content, advertising, or products on or available from Third-Party Sites. You are responsible for deciding if you want to access a Third-Party Site by clicking on a link or installing an application. The inclusion of any link or application on the Site does not imply that we endorse the linked Third-Party Site or application. You use the links and these services at your own risk and agree that your use of an application via the Site is on an "as is" and "as available" basis without any warranty for any purpose.

## 9 Certain Disclaimers, Limitations, and Exclusions

You are solely responsible for creation, storage, and backup of your business records. This Agreement and any registration for or subsequent use of the Site will not be construed as creating any responsibility on Omics Help Desk's part to store, backup, retain, or grant access to any information or data for any period.

We have implemented commercially reasonable technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. However, we cannot guarantee that unauthorized third

parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information, or information about the entity that you represent, at your own risk.

Omics Help Desk is not liable, and you agree not to hold us responsible, for any damages or losses arising out of or in connection with this Agreement, including, but not limited to:

- your use of or your inability to use the Site or Site Services;
- delays or disruptions in the Site or Site Services;
- viruses or other malicious software obtained by accessing, or linking to, the Site or Site Services;
- glitches, bugs, errors, or inaccuracies of any kind in the Site or Site Services;
- damage to your hardware device from the use of the Site or Site Services;
- the content, actions, or inactions of third parties' use of the Site or Site Services;
- a suspension or other action taken with respect to your account;
- your reliance on the quality, accuracy, or reliability of Project postings, Data Analyst profiles, ratings, recommendations, and feedback (including their content, order, and display), or metrics found on, used on, or made available through the Site; or
- your need to modify practices, content, or behavior or your loss of or inability to do business as a result of changes to the Terms of Service.

## 10 Warranty Disclaimer

**YOU AGREE NOT TO RELY ON THE SITE, THE SITE SERVICES, ANY INFORMATION ON THE SITE, OR THE CONTINUATION OF THE SITE. THE SITE AND THE SITE SERVICES ARE PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT ANY WARRANTIES OR CONDITIONS (EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OR TRADE). WE DISCLAIM ALL AND MAKE NO REPRESENTATIONS OR WARRANTIES, OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE QUALITY, IDENTITY, OR RELIABILITY OF ANY THIRD-PARTY, THE DATA ANALYSIS SERVICES, OR THE ACCURACY OF THE POSTINGS MADE ON THE SITE BY ANY THIRD-PARTY.**

**SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR ALL THE FOREGOING LIMITATIONS ON IMPLIED WARRANTIES, SO TO THAT EXTENT, IF ANY, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.**

## 11 Limitation of Liability

**IN THE EVENT OF A DISPUTE BETWEEN YOU AND OMICS HELP DESK AND/OR AN AFFILIATE, NEITHER YOU NOR OMICS HELP DESK, OUR AFFILIATES, OUR LICENSORS, OR OUR THIRD-PARTY SERVICE PROVIDERS WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES, OR LOSS OF GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF LIABILITY IS FOUND, THE LIABILITY OF OMICS HELP DESK, OUR AFFILIATES, OUR LICENSORS, OR OUR THIRD-PARTY SERVICE PROVIDERS TO ANY USER FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT**



EXCEED THE GREATER OF: (A) \$2,500; OR (B) ANY FEES RETAINED BY OMICS HELP DESK WITH RESPECT TO MEMBER CONTRACTS OF WHICH USER WAS A PARTY AS A DATA OWNER OR DATA ANALYST DURING THE TWELVE-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. THESE LIMITATIONS WILL APPLY TO ANY LIABILITY ARISING FROM ANY CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL THEIR ESSENTIAL PURPOSE. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR ALL THE FOREGOING EXCLUSIONS AND LIMITATIONS OF INCIDENTAL AND CONSEQUENTIAL DAMAGES, SO TO THAT EXTENT, IF ANY, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## 12 Release

In addition to the recognition that Omics Help Desk is not a party to any contract between Data Owner and Data Analyst, you hereby release Omics Help Desk, our Affiliates, and our respective officers, directors, employees, attorneys, agents, subsidiaries, joint ventures, and our and their respective successors and assigns from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute you have with another Member, whether it be at law or in equity. This release includes, for example and without limitation, any disputes regarding the provision, functions, and quality of the Data Analysis Services provided to Data Owner by a Data Analyst and requests for refunds based upon Disputes. Procedures regarding the handling of certain Disputes between Members are discussed below in section 16. This release will not apply to a claim that Omics Help Desk failed to meet our obligations under this Agreement and the other Terms of Service.

## 13 Indemnity

You agree to defend, hold harmless, and indemnify Omics Help Desk, our Affiliates, and their respective officers, directors, employees, attorneys, agents, joint ventures, and our and their respective successors and assigns (each such party an “**Indemnified Party**”) from and against any and all losses, costs, expenses, damages, and other liabilities (including reasonable attorneys’ fees and costs) incurred by an Indemnified Party arising from or related to any cause of action, claim, suit, proceeding, demand, or action brought by a third-party against an Indemnified Party in connection with your use of the Site Services, including: (a) any payment obligations incurred through use of the Site Services; (b) any allegation of any infringement, misappropriation, or other violation of any Intellectual Property Rights by you or your agents, including by any Work Product provided by you or your agents; (c) your: (i) use of the Site; (ii) decision to supply credit or other information via the Site, including financial information; (iii) decision to submit postings and accept offers from other Members; (iv) breach of any provision of this Agreement or the other Terms of Service; (v) dispute of or failure to pay any invoice or make any other payment; (vi) obligations to a Data Analyst, including payment obligations; (d) any breach of contract or other claims made by Members with which you conducted business through the Site; (e) any liability arising from the tax treatment of payments made or receive

through the Site Services or any portion thereof; (f) anything which the Indemnified Party may do or refrain from doing in connection with this Agreement and the Terms of Service, including, but not limited to, all costs incurred in conjunction with any interpleader which Omics Help Desk may enter into regarding an Escrow Account; or (g) monies deposited under the Account Agreement or for any interest upon any such monies. The foregoing indemnity will include, without limitation, such cause of action, claim, suit, proceeding, demand, or action arising out of the negligence of any Indemnified Party; provided that the foregoing indemnification will not extend to the gross negligence or willful misconduct of an Indemnified Party.

## 14 Agreement Term; Termination and Suspension

This Agreement will become effective upon your first visit to the Site and will remain in effect for the duration of your use of the Site. Unless both you and Omics Help Desk agree otherwise in writing, either of us may terminate this Agreement in our sole discretion, at any time, without explanation, upon written notice, except as otherwise provided below. If you are using Omics Help Desk Payroll Services, you must legally terminate your relationship with Data Owner or Data Analyst, as applicable, before terminating this Agreement. In the event you or we properly terminate this Agreement, your right to use the Site is automatically revoked, and we will close your Account; however, upon our election, (i) if you have any open Projects when you terminate this Agreement you will continue to be bound by this Agreement until all such Projects have closed on the Site; (ii) Omics Help Desk will continue to perform those Omics Help Desk Services necessary to complete any open Project or related transaction between you and another Member; and (iii) you will continue to be obligated to pay any amounts accrued but unpaid as of the date of termination or as of the completion of any open Projects, whichever is later, to Omics Help Desk for any Site Services and to any Data Analysts for any Data Analysis Services. Without limiting any other provisions of this Agreement, the termination of this Agreement for any reason will not release you, any Member with whom you have entered into a Member Contract, or Omics Help Desk from any obligations incurred prior to termination of this Agreement or that thereafter may accrue in respect of any act or omission prior to such termination.

Upon any termination of a Team Account, Omics Help Desk may close any or all related Accounts.

Without limiting Omics Help Desk's other remedies, we may temporarily suspend, indefinitely suspend, or permanently revoke your access to the Site and refuse to provide any or all Site Services to you if: (a) you breach the letter or spirit of any terms and conditions of this Agreement or other Terms of Service; (b) we suspect or become aware that you have provided false or misleading information to us; or (c) we believe, in our sole discretion, that your actions may cause legal liability for you, our Members, or Omics Help Desk or our Affiliates; may be contrary to the interests of the Site or the User community; or may involve illicit activity. Once your Account is suspended or closed, you must not continue to use the Site under the same Account or a different Account or reregister under a new Account without Omics Help Desk's prior written consent.

Without limiting Omics Help Desk's other remedies, if you engage in actions or activities that circumvent the Site or otherwise reduce fees owed Omics Help Desk or our Affiliates under this

Agreement, you must pay Omics Help Desk for all fees owed to Omics Help Desk and our Affiliates and reimburse Omics Help Desk for all losses and costs (including any and all time incurred by employees of Omics Help Desk or our Affiliates) and reasonable expenses (including attorneys' fees) related to investigating such breach and collecting such fees.

In addition, violations of this Agreement may be prosecuted to the fullest extent of the law and may result in additional penalties and sanctions.

Except as otherwise required by applicable law, we will notify you if we suspend or close your Account, unless we believe, in our sole judgment, that giving notice may cause damage. You acknowledge and agree that the value, reputation, and goodwill of the Site depend on transparency of Users' Account status to all Members, including both yourself and other Members who have entered into Member Contracts with you. You therefore agree as follows:

**IF OMICS HELP DESK DECIDES TO SUSPEND OR CLOSE YOUR ACCOUNT, OMICS HELP DESK HAS THE RIGHT, BUT NOT THE OBLIGATION, TO (1) NOTIFY OTHER MEMBERS THAT HAVE ENTERED INTO MEMBER CONTRACTS WITH YOU TO INFORM THEM OF YOUR SUSPENDED OR CLOSED ACCOUNT STATUS, AND (2) PROVIDE THOSE MEMBERS WITH A SUMMARY OF THE REASONS FOR YOUR ACCOUNT SUSPENSION OR CLOSURE.**

When your Account is closed for any reason, you will no longer have access to data, messages, files, and other material you keep on the Site.

## 15 Definitions

As used in this Agreement and the other Terms of Service, the following terms have the meanings given below, unless otherwise defined or required in context:

**"Account"** means the Omics Help Desk account you open when you register to become a Member and use the Site Services, including all Team Accounts added to that Account.

**"Account Agreement"** means the Account agreement that governs your Account, Escrow Accounts, and related Site Services, including the Escrow Services, and is part of and incorporates by reference all terms, conditions, rules, policies, and guidelines on the Site, including the Escrow Instructions and other Terms of Service.

**"Affiliate"** means any entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Omics Help Desk.

**"Business Day"** means a day on which the headquarters office of Omics Help Desk is open for normal business.

**"Data Owner"** means a Member that owns data and investigates and purchases Data Analysis Services or identifies a Data Analyst through the Site.

**"Deliverable"** means any Work Product (as defined in the Independent Contractor Services Agreement) identified as a deliverable in the Member Contract.

**"Dispute,"** if capitalized, means any dispute between Members where one or the other has the right to submit a Dispute Notice Form via the Site pursuant to the Refund and Cancellation Policy or an applicable Dispute Resolution Policy. The use of the un-capitalized term "dispute" anywhere on the Site refers to any dispute, whether between Members or with Omics Help Desk excluding those where no Member has filed a Dispute Notice Form via the Site.

**“Dispute Resolution Policy(ies)”** for an independent contractor Project means either the Hourly Dispute Resolution Policy or the Fixed Price Dispute Resolution Policy, whichever is applicable.

**“Omics Help Desk,” “we,” and “us”** means Omics Help Desk., a Delaware corporation, except where otherwise specifically stated.

**“Omics Help Desk Services”** means the creation, hosting, maintenance, and provision of the Site and all services delivered by Omics Help Desk that are accessible through the Site. The term Omics Help Desk Services does not include Data Analysis Services or Third-Party Services.

**“Project”** means a Data Owner’s Project for a Data Analyst to provide Data Analysis Services pursuant to a Member Contract.

**“Escrow Account(s)”** means a Data Owner Escrow Account, a Data Analyst Escrow Account, and/or a Fixed Price Escrow Account, each as described in the Account Agreement and applicable Escrow Instructions.

**“Escrow Fee”** means a fee that Omics Help Desk earns for providing Escrow Services.

**“Escrow Instructions”** mean any instructions to Omics Help Desk contained in the Terms of Service, including, without limitation, the Fixed Price Escrow Instructions, the Hourly and Miscellaneous Payment Agreement with Escrow Instructions, the Refund Escrow Instructions contained in the Refund and Cancellation Policy, and instructions to Omics Help Desk contained in the text of the Account Agreement.

**“Escrow Release”** means a release of any or all funds in an Escrow Account pursuant to the Account Agreement and one or more of the Release Conditions described in the applicable Escrow Instructions.

**“Escrow Services”** means the escrow services provided by Omics Help Desk pursuant to the Account Agreement and the applicable Escrow Instructions.

**“Fixed Price Project”** means a Project where Data Owner has offered or agreed to pay Data Analyst a fixed price for Data Analysis Services and/or Deliverables.

**“Data Analyst”** means a Member that advertises and provides services or identifies a Data Owner through the Site.

**“Data Analysis Services”** means all services provided or delivered to Data Owners by Data Analysts.

**“Hourly Project”** means a Project where Data Owner has offered or agreed to pay Data Analyst at a specified hourly rate for the Data Analysis Services.

**“Intellectual Property Rights”** means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals, and extensions thereof, under the laws of any state, country, territory, or other jurisdiction.

**“may”** means a party has the right to take an action.

**“Member”** means a person or legal entity that registers for an Account.

**“Member Contract”** means (1) the Relationship Agreements applicable to the Project; (2) the remaining Terms of Service (other than the Relationship Agreements); (3) the Project terms, as awarded and accepted on the Site, to the extent not inconsistent with the Mandatory Terms; and (4) any other contractual provisions between Data Owner and Data Analyst and uploaded to the Site, to the extent not inconsistent with the Mandatory Terms.

**“Payment Method”** means a valid credit card issued by a bank acceptable to Omics Help Desk, a bank account linked to your Account, a PayPal account, or such other method of payment as Omics Help Desk may accept from time to time in their sole discretion.

**“Payroll Employee”** means a Data Analyst accepted for employment by a payroll services company selected by Omics Help Desk and assigned by that company via the Site to provide Data Analysis Services to one or more Data Owner(s).

**“Relationship Agreements”** means the (1) Independent Contractor Services Agreement; (2) Fixed Price Escrow Instructions; (3) Hourly and Miscellaneous Payment Agreement with Escrow Instructions; and (4) Payroll Services Agreement.

**“Release Condition”** means a condition for release of funds from an Escrow Account pursuant to the Escrow Instructions.

**“Secure Areas”** means portions of the Site that are encrypted using the Hypertext Transfer Protocol Secure (also known as “HTTPS”) or any other encryption mechanism.

**“Service Fee”** means a fee that Omics Help Desk earns for creating, hosting, maintaining, and providing the Site and Site Services. Omics Help Desk does not introduce Data Analysts to Data Owners or help Data Analysts to find Projects, and therefore earns no fee when a Data Analyst identifies a suitable Data Owner or finds a Project.

**“Services Agreement”** means the default Independent Contractor Services Agreement that may be modified by Data Owner and Data Analyst as described here. A Services Agreement may include specifications, price, milestones, deliverables, hours, payment terms, warranties, and other contractual obligations.

**“Site”** means the domain and all subdomains of Omichelpdesk.com and any mobile or web services or applications owned, controlled, or offered by Omics Help Desk.

**“Site Policies”** means the Terms of Service and all obligations, requirements, and guidelines contained in or linked from the Site. Site Policies includes, without limitation, all documents linked here.

**“Site Services”** means all services that are accessible through the Site whether provided by Omics Help Desk, or a third party, other than a Data Analyst. Site Services includes the Third-Party Services, but excludes Data Analysis Services.

**“Terms of Service”** means this Agreement and all the other Site information agreements and policies referenced or linked here.

**“Third-Party Services”** means all services that are accessible through the Site but delivered by third parties, not Omics Help Desk or our Affiliates. The term Third-Party Services does not include Omics Help Desk Services or Data Analysis Services.

**“Third-Party Sites”** means all websites, Third-Party Services, and resources linked to the Site.

**“User”** means (1) a person who is a Member, using the Site on his or her own behalf, for his or her business purposes, and not for personal, household, or consumer use, or (2) a person who is authorized to use the Site on behalf of a Member that is a company or organization for business purposes, and not for personal, household, or consumer use.

**“User Content”** means any data, information, content, text, video, music, or other information that you post to any part of the Site.

**“Visitor”** means a person who only visits the Site and is not a Member or User.

**“Dashboard”** means the place on the Site where a Data Owner and Data Analyst communicate about a Project.

**“you”** means a Visitor or Member accessing the Site or using the Site Services on his or her own behalf; and, if the Site Services are used on behalf of a Member, “you” also includes the Member for which the Site Services are used.

## Contacting Us

If you wish to report a violation of the Terms of Service, have any questions, or need assistance, please contact Customer Support at:

**Web Support:** <http://www.omicshelpdesk.com/service>

**Email:** [support@omicshelpdesk.com](mailto:support@omicshelpdesk.com)

**Online Help Topics:** <http://www.omicshelpdesk.com/help>

**Address:** P.O. Box 41-6345, Miami Beach, FL 33141