CLIENT NON-DISCLOSURE AGREEMENT

This CLIENT NON-DISCLOSURE AGREEMENT, effective as of the date last set forth below (this “Agreement”), between the undersigned actual or potential client (“Client”) and Rev.com, Inc. (“Rev.com”) is made to confirm the understanding and agreement of the parties hereto with respect to certain proprietary information being provided to Rev.com for the purpose of performing translation, transcription, video captions and other document related services (the “Rev.com Services”). In consideration for the mutual agreements contained herein and the other provisions of this Agreement, the parties hereto agree as follows:

1. Scope of Confidential Information

1.1. “Confidential Information” means, subject to the exceptions set forth in Section 1.2 hereof, any documents or other text supplied by Client to Rev.com for the purpose of performing the Rev.com Services.

1.2. Confidential Information does not include information that: (i) was available to Rev.com prior to disclosure of such Information by Client and free of any confidentiality obligation in favor of Client known to Rev.com at the time of disclosure; (ii) is made available to Rev.com from a third party not known by Rev.com at the time of such availability to be subject to a confidentiality obligation in favor of Client; (iii) is made available to third parties by Client without restriction on the disclosure of such Information; (iv) is or becomes available to the public other than as a result of disclosure by Rev.com prohibited by this Agreement; or (v) is developed independently by Rev.com or Rev.com’s directors, officers, members, partners, employees, consultants, contractors, agents, representatives or affiliated entities (collectively, “Associated Persons”).

2. Use and Disclosure of Confidential Information

2.1. Rev.com will keep secret and will not disclose to anyone any of the Confidential Information, other than furnishing the Confidential Information to Associated Persons; provided that such Associated Persons are bound by agreements respecting confidential information. Rev.com will not use any of the Confidential Information for any purpose other than performing the Rev.com Services on Client’s behalf. Rev.com will use reasonable care and adequate measures to protect the security of the Confidential Information and to attempt to prevent any Confidential Information from being disclosed or otherwise made available to unauthorized persons or used in violation of the foregoing.

2.2. Notwithstanding anything to the contrary herein, Rev.com is free to make, and this Agreement does not restrict, disclosure of any Confidential Information in a judicial, legislative or administrative investigation or proceeding or to a government or other regulatory agency; provided that, if permitted by law, Rev.com provides to Client prior notice of the intended disclosure and permits Client to intervene therein to protect its interests in the Confidential Information, and cooperate and assist Client in seeking to obtain such protection.

3. Certain Rights and Limitations

3.1. All Confidential Information will remain the property of Client.

3.2. This Agreement imposes no obligations on either party to purchase, sell, license, transfer or otherwise transact in any products, services or technology.

4. Termination

4.1. Upon Client’s written request, Rev.com agrees to use good faith efforts to return promptly to Client any Confidential Information that is in writing and in the possession of Rev.com and to certify the return or destruction of all Confidential Information, provided that Rev.com may retain a summary description of Confidential Information for archival purposes.

4.2. The rights and obligations of the parties hereto contained in Sections 2 (Use and Disclosure of Confidential Information) (subject to Section 2.1), 3 (Certain Rights and Limitations), 4 (Termination), and 5 (Miscellaneous) will survive the return of any tangible embodiments of Confidential Information and any termination of this Agreement.

5. Miscellaneous

5.1. Client and Rev.com are independent contractors and will not represent themselves in all regards. Nothing in this Agreement will be construed to make either party the agent or legal representative of the other or to make the parties partners or joint venturers, and neither party may bind the other in any way. This Agreement will be governed by and construed in accordance with the laws of the State of California governing such agreements, without regard to conflicts-of-law principles. The sole and exclusive jurisdiction and venue for any litigation arising out of this Agreement shall be an appropriate federal or state court located in the State of California, and the parties agree not to raise, and waive, any objections or defenses based upon venue or forum non conveniens. This Agreement (together with any
agreement for the Rev.com Services) contains the complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto, whether written or oral, express or implied. If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, such will not affect any other provision of this Agreement, which will remain in full force and effect. No amendment or alteration of the terms of this Agreement will be effective unless made in writing and executed by both parties hereto. A failure or delay in exercising any right in respect to this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right or the exercise of any other right. Any modification or waiver of any provision of this Agreement will not be effective unless made in writing. Any such waiver will be effective only in the specific instance and for the purpose given.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed below by their duly authorized signatories.

CLIENT

Print Name: ________________________________

By: ________________________________________

Name: _______________________________

Title: ________________________________

Date: ________________________________

Address for notices to Client: ________________________________

________________________________________

________________________________________

________________________________________

REV.COM, INC.

By: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________

Address for notices to Rev.com, Inc.: 251 Kearny St. Suite 800 San Francisco, CA 94108

OFFICE OF THE GENERAL COUNSEL MUSC/MUHA

APPROVED AS TO FORM

By: ________________________________

Date: ________________________________
Terms of Use

Date of Last Revision: November 7, 2012

Welcome to Rev.com!

Rev.com, Inc. ("Rev," "we," "us," "our") provides its services (described below) to you through its websites (collectively, the "Site") and through its related services (collectively, such services, including any new features and applications, and the Site, the "Service(s)"), subject to the following Terms of Service (as amended from time to time, the "Terms of Service"). We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. We will also notify you, either through the Services user interface, in an email notification or through other reasonable means. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service. If you do not agree to abide by these or any future Terms of Service, do not use or access (or continue to use or access) the Service.

In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without limitation, the Privacy Policy located at /about/privacy. All such terms are hereby incorporated by reference into these Terms of Service.

Access and Use of the Service

Services Description: The Service is designed to provide simple and efficient translation, transcription and other related document services.

Your Registration Obligation: You may be required to register with Rev in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service’s registration form. Registration data and certain other information about you are governed by our Privacy Policy. If you are under 13 years of age, you are not authorized to use the Service, with or without registering. In addition, if you are under 18 years old, you may use the Service, with or without registering, only with the approval of your parent or guardian.

Member Account, Password and Security: You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify Rev of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. Rev will not be liable for any loss or damage arising from your failure to comply with this Section.

Modifications to Service: Rev reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Rev will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

General Practices Regarding Use and Storage: You acknowledge that Rev may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that documents, data or other content will be retained by the Service and the maximum storage space that will be allotted on Rev’s servers on your behalf. You agree that Rev has no responsibility or liability for the deletion or failure to store any documents, data or other content maintained or uploaded by the Service. You acknowledge that Rev reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Rev reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Conditions of Use

User Conduct: You are solely responsible for all documents, information, data, text, images, software, music, videos, sound, photographs, graphics, messages or other materials ("content") that you upload, post, publish or display (hereinafter, "upload") or email or otherwise use via the Service. The following are examples of the kind of content and/or use that is illegal or prohibited by Rev: Rev reserves the right to investigate and take appropriate legal action against anyone who, in Rev’s sole discretion, violates this provision, including without limitation, removing the offending content from the Service, suspending or terminating the account of such violators and reporting you to the law enforcement authorities. You agree to not use the Service to:

- email or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales ("junk mail", "spam", "chain letters", "pyramid schemes", "contests", "sweepstakes" or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's
privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of Rev, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose Rev or its users to any harm or liability of any type;
- interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- violate any applicable local, state, national or international law, or any regulations having the force of law;
- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- solicit personal information from anyone under the age of 18;
- harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
- further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
- obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

Fees: To use the Services, you will be required to make one or more payments and provide Rev Information regarding your credit card or other payment instrument. You represent and warrant to Rev that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay Rev the amount that is specified in the Service in accordance with the terms therein and this Terms of Service. Rev may choose to bill through an invoice, in which case, full payment for services issued in any given month must be received by Rev thirty (30) days after the mailing date of the invoice, or the Services may be suspended. Unpaid invoices are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. If you dispute any charges you must let Rev know within sixty (60) days after the date that Rev invoices you. We reserve the right to change Rev's prices. If Rev does change prices, Rev will provide notice of the change on the Site or in email to you, at Rev's option. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount. You shall be responsible for all taxes associated with Services other than U.S. taxes based on Rev's net income.

Special Notice for International Use: Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content.

Commercial User: Unless otherwise expressly authorized herein or in the Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

Intellectual Property Rights

Service Content, Software and Trademarks: You acknowledge and agree that the Service may contain content or features ("Service Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Rev, you agree not to modify, copy, frame, scrap, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Service. In connection with your use of the Service you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith is the property of Rev, our affiliates and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Rev.

The name and logos are trademarks and service marks of Rev (collectively the "Rev Trademarks"). Other company, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Rev.

Either Rev or you may include the other party's name and logo on any customer or vendor lists, including lists online. You also agree to consider the following upon Rev's written or verbal request: (a) issuing joint or individual press releases regarding the relationship; (b) serving as a customer reference; or (c) creating case studies or other such written or digital collateral. Nothing else in this Terms of Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Rev Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of Rev Trademarks will inure to our exclusive benefit.

Third Party Materials: Under no circumstances will Rev be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that Rev does not pre-screen content, but that Rev and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, Rev and its designees will have the right to remove any content that violates these Terms of Service or is deemed by Rev, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

User Content Transmitted Through the Services: With respect to content or other materials you upload through the Service or share with other users or recipients (collectively, "User Content"), you represent and warrant that you own (or have sufficient rights to) all right, title and interest in and to such User Content, including, without limitation, all copyright and rights of publicity contained therein. By uploading any User Content you hereby grant and will grant Rev and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Service on your behalf, in any form, medium or technology now known or later developed.

https://www.rev.com/about/terms

12/8/2014
You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Service ("Submissions"), provided by you to Rev are non-confidential and Rev will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that Rev may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Rev, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Confidentiality: Any documents or other data that you provide to Rev for the purpose of providing the Services will be your "Confidential Information," except to the extent such documents are (a) known to Rev prior to receipt from you from a source other than one having an obligation of confidentiality to you; (b) become known (independently of disclosure by you) to Rev directly or indirectly from a source other than one having an obligation of confidentiality to you; or (c) become publicly known or otherwise cease to be secret or confidential, except through a breach of this Section by Rev. Rev will use the Confidential Information solely for the purpose of providing the Services to you (the "Permitted Purpose"). Rev will not, without your prior consent, disclose to any third party your Confidential Information, other than furnishing such Confidential Information to our directors, officers, employees, agents, consultants, contractors, representatives or affiliated entities (collectively, "Associated Persons") who need to have access to such Confidential Information in connection with the Permitted Purpose. Rev will use at least reasonable care to protect the confidentiality of your Confidential Information. In the event that Rev is required by law to make any disclosure of any of your Confidential Information, by subpoena, judicial or administrative order or otherwise, Rev will use commercially reasonable efforts to give you notice of such requirement (to the extent legally permissible) and will permit you to intervene in any relevant proceedings to protect your interests in your Confidential Information.

Copyright Complaints: Rev respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Rev of your infringement claim in accordance with the procedure set forth below.

Rev will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to Rev's Copyright Agent at support@rev.com (Subject line: "DMCA Takedown Request"). You may also contact us by mail or facsimile at:

Rev.com
251 Kearny St. Fl 8
San Francisco, CA 94108-4561
415-449-3679

To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Counter-Notice: If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the content in your User Content, you may send a written counter-notice containing the following information to the Copyright Agent:

- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content;
- your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court located within Northern District of California and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Rev will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

Repeat Infringer Policy: In accordance with the DMCA and other applicable law, Rev has adopted a policy of terminating, in appropriate circumstances and at Rev's sole discretion, users who are deemed to be repeat infringers. Rev may also at its sole discretion limit access to the Service and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.
Third Party Websites

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet. Rev has no control over such sites and resources and Rev is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that Rev will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Service are between you and the third party, and you agree that Rev is not liable for any loss or claim that you may have against any such third party.

Indemnity and Release

You agree to release, indemnify and hold Rev and its affiliates and their officers, employees, directors and agents, harmless from any and all losses, damages, expenses, including reasonable attorneys’ fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service, any User Content, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release; which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

Disclaimer of Warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. REV EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

REV MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY DOCUMENTS, PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT REV WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES EVEN IF REV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL REV'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID REV IN THE LAST SIX (6) MONTHS, OR IF GREATER, ONE HUNDRED DOLLARS ($100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

Arbitration

At Rev's or your election, all disputes, claims, or controversies arising out of or relating to the Terms of Service or the Service that are not resolved by mutual agreement may be resolved by binding arbitration to be conducted before JAMS, or its successor. Unless otherwise agreed by the parties, arbitration will be held in San-Francisco, California before a single arbitrator mutually agreed upon by the parties, or if the parties cannot mutually agree, a single arbitrator appointed by JAMS, and will be conducted in accordance with the rules and regulations promulgated by JAMS unless specifically modified in the Terms of Service. The arbitration must commence within forty-five (45) days of the date on which a written demand for arbitration is filed by either party. The arbitrator's decision and award will be made and delivered within sixty (60) days of the conclusion of the arbitration and within six (6) months of the selection of the arbitrator. The arbitrator will not have the power to award damages in excess of the limitation on actual compensatory, direct damages set forth in the Terms of Service and may not multiply actual damages or award punitive damages or any other damages that are specifically excluded under the Terms of Service, and each party hereby irrevocably waives any claim to such damages. The arbitrator may, in his or her discretion, assess costs and expenses (including the reasonable legal fees and expenses of the prevailing party) against any party, to a proceeding. Any party refusing to comply with an order of the arbitrator will be liable for costs and expenses, including attorneys' fees incurred by the other party in enforcing the award. Notwithstanding the foregoing, in the case of temporary or preliminary injunctive relief, any party may proceed in court without prior arbitration for the purpose of avoiding immediate and irreparable harm. The provisions of this arbitration section will be enforceable in any court of competent jurisdiction.

Termination

You agree that Rev, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if Rev believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. Rev may also in its sole discretion and at any time discontinue providing the

https://www.rev.com/about/terms
Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that Rev may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Rev will not be liable to you or any third-party for any termination of your access to the Service.

User Disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Service and Rev will have no liability or responsibility with respect thereto. Rev reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

General

These Terms of Service constitute the entire agreement between you and Rev and govern your use of the Service, superseding any prior agreements between you and Rev with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third-party content or third-party software. These Terms of Service will be governed by the laws of the State of California without regard to any conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and Rev agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within San Francisco County, California. The failure of Rev to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign this Terms of Service without the prior written consent of Rev, but Rev may assign or transfer this Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

Your Privacy

At Rev, we respect the privacy of our users. For details please see our Privacy Policy. By using the Service, you consent to our collection and use of personal data as outlined therein.

Notice for California Users

Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact us at Rev.com 251 Kearny St. Fl 8 San Francisco, CA 94108-4541 or 415-449-3679.

Questions? Concerns? Suggestions?

Please contact us at support@rev.com to report any violations of these Terms of Service or to pose any questions regarding this Terms of Service or the Service.

Service Provider Terms of Service »
Cheryl Brown (Rev.com)
Jan 23, 08:37

Hello Angie,

Yes, we agree to the revisions.

Please let me know if you need anything else.

Regards,

Cheryl Brown
Account Manager/Recruiter

DeVeaux, Angie
Jan 23, 05:33

Cheryl,

Please disregard the first email. I will hold off on ordering until I receive a reply from this email. Did you read the email sent from legal? If so, do you accept the revision on the Terms of Use by MUSC legal? I know that this document is in the email, but want to make sure you saw it.

Thanks Again,

Angie

Angie DeVeaux