

TERMS AND CONDITIONS

April 2026

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THESE TERMS CONTAIN A CLASS ACTION WAIVER (SEE SECTION 14) AND A JURY TRIAL WAIVER (SEE SECTION 14). BY ACCESSING OR USING THIS WEBSITE, YOU AGREE THAT ANY DISPUTE BETWEEN YOU AND VERENVA RELATING TO THESE TERMS WILL BE RESOLVED ON AN INDIVIDUAL BASIS IN THE COURTS SPECIFIED HEREIN. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE THE WEBSITE.

1. DEFINITIONS

In these Terms and Conditions, unless the context otherwise requires, the following terms have the meanings set forth below:

“Verenva,” “we,” “us,” or “our” means Verenva Group LLC, a South Carolina limited liability company.

“Website” means www.verenva.com and all associated subdomains, pages, mobile versions, and any other websites or applications operated by Verenva that link to these Terms.

“You,” “your,” or “User” means any individual or entity that accesses, browses, or uses the Website in any manner, including Professionals and Facility representatives.

“Professional” means any licensed healthcare professional, including registered nurses, licensed practical nurses, travel nurses, per diem staff, and other clinical or health workers, who accesses the Website in connection with a potential staffing placement or engagement.

“Facility” means any healthcare organization, hospital, clinic, care facility, or similar entity that accesses the Website in connection with staffing needs.

“Engagement Agreement” means any separate written staffing agreement, placement agreement, independent contractor agreement, or other contractual arrangement between Verenva and a Professional, or between Verenva and a Facility, governing the terms of a staffing engagement or placement.

“Content” means all text, graphics, images, logos, data, software, and other materials displayed on or available through the Website.

“User Content” means any content, materials, or information that a User submits, uploads, or transmits through the Website, including applications, credentials, resumes, and communications.

“Terms” means these Terms and Conditions, as amended from time to time.

2. ACCEPTANCE AND SCOPE

2.1 Agreement to Terms

By accessing, browsing, or otherwise using the Website in any manner, whether or not you register for an account, you acknowledge that you have read, understood, and agree to be bound by these Terms and all applicable laws and regulations. If you do not agree, you must immediately cease using the Website.

2.2 Website Purpose

The Website provides information about Verenva’s healthcare staffing services, enables Professionals to submit applications, enables Facilities to inquire about staffing needs, and facilitates initial communications with Verenva. The Website is not a substitute for legal, medical, or professional advice.

2.3 Relationship to Engagement Agreements

THESE TERMS GOVERN YOUR USE OF THE WEBSITE ONLY. THEY DO NOT CONSTITUTE, AND ARE NOT A SUBSTITUTE FOR, ANY STAFFING AGREEMENT, PLACEMENT AGREEMENT, OR OTHER CONTRACTUAL ARRANGEMENT BETWEEN VERENVA AND ANY PROFESSIONAL OR FACILITY.

The terms and conditions of any staffing, placement, or other engagement between Verenva and a Professional or Facility, including compensation, scheduling, assignment terms, confidentiality, intellectual property, dispute resolution as between the parties to such engagement, and all other substantive rights and obligations arising from that engagement, are governed exclusively by the applicable Engagement Agreement. In the event of any conflict between these Terms and an Engagement Agreement, the Engagement Agreement shall control with respect to the subject matter of that engagement.

2.4 Entities and Organizations

If you use the Website on behalf of a business entity or organization, you represent and warrant that you have the authority to bind that entity to these Terms. In such case, “you” and “your” refer to both you as an individual and to that entity.

2.5 Electronic Acceptance

By clicking to accept these Terms, registering for an account, or accessing the Website, you consent to enter into these Terms electronically. You agree that electronic acceptance has the same legal force and effect as a written signature.

3. USER ELIGIBILITY AND REPRESENTATIONS

3.1 Eligibility

By using the Website, you represent and warrant that:

- You are at least 18 years of age (or the applicable age of majority in your jurisdiction);
- You have the legal capacity to enter into a binding agreement;
- If acting on behalf of an organization, you have authority to bind that organization;

- All information you provide through the Website is accurate, current, and complete;
- You have not been previously suspended or barred from using the Website or Verenva's services; and
- Your use of the Website complies with all applicable federal, state, and local laws and regulations.

3.2 Geographic Scope

The Website is operated in the United States and is intended for use by individuals and organizations located in the United States. We make no representation that the Website or its Content is appropriate or available in other jurisdictions. Those who access the Website from outside the United States do so at their own risk and are responsible for compliance with applicable local laws.

4. ACCOUNTS AND APPLICATIONS

4.1 Account Registration

Certain features of the Website may require or give you the option to register for an account ("Account"). When registering, you agree to provide accurate, current, and complete information, and to update that information as necessary to keep it accurate and complete.

4.2 Account Security

You are responsible for maintaining the confidentiality of your account credentials, including your username and password, and for all activities that occur under your Account. You agree to notify us immediately of any unauthorized access to or use of your Account or any other security breach. Verenva shall not be liable for any loss arising from your failure to maintain the security of your credentials.

4.3 Account Integrity; No Misrepresentation

You agree not to misrepresent your identity, credentials, licensure, work history, eligibility to work, or business affiliation in connection with your Account, or any application or inquiry submitted through the Website. Verenva reserves the right to verify any information you provide and to suspend or terminate your Account, among other actions, if any information is found to be false, misleading, or incomplete.

4.4 Verification and Screening

You acknowledge and agree that Verenva may verify information you submit through the Website and may conduct or facilitate such lawful screening and credentialing activities as Verenva deems appropriate in connection with the staffing and placement process. You authorize Verenva and its authorized service providers to perform such activities to the extent permitted by applicable law. Any screening or credentialing conducted in connection with a specific engagement shall be governed by the applicable Engagement Agreement.

4.5 Account Suspension and Termination

Verenva reserves the right to suspend, deactivate, or terminate any Account at any time, with or without notice, for any lawful reason, including violation of these Terms, suspected fraudulent or abusive activity, or inactivity. You may also request termination of your Account by contacting us. Upon termination, your right to access the Account will cease, though Verenva may retain certain information as required by law or for legitimate business purposes.

5. VERENVA'S ROLE; NATURE OF SERVICES

5.1 Staffing Agency Role

Verenva is a healthcare staffing agency. Verenva's role is to facilitate the placement of Professionals with Facilities. Verenva is not a healthcare provider and does not provide medical care or clinical services. Verenva does not control, direct, or supervise the clinical activities of Professionals once placed at Facilities, except as may be expressly set forth in an applicable Engagement Agreement.

5.2 No Guarantee of Placement or Assignment

Unless otherwise expressly agreed in a separate written Engagement Agreement, Verenva does not guarantee:

- Any placement, assignment, or engagement for any Professional;
- Any minimum number of hours or shifts;
- Any specific compensation, schedule, or assignment duration;
- The suitability, competency, or fitness for duty of any Professional for any particular Facility or assignment; or
- The continuous availability or uninterrupted operation of the Website or any of its features.

5.3 No Employment Relationship Created by Website Use

These Terms do not create an employment relationship, contractor relationship, partnership, or joint venture between Verenva and any User. The nature of any employment or contractor relationship between Verenva and a Professional, if any, is governed solely by the applicable Engagement Agreement.

6. HIPAA AND HEALTHCARE REGULATORY COMPLIANCE

6.1 Website Use and PHI

The Website is not designed or intended for the transmission of Protected Health Information ("PHI") as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations. You agree not to submit PHI or other patient-identifiable health information through the Website or any general inquiry or communication feature of the Website.

6.2 Professionals' Obligations

Professionals placed at Facilities will have access to patient information as part of their clinical duties. Such access and all related obligations, including HIPAA compliance, patient confidentiality, and Facility-specific privacy policies, are governed by the terms of the applicable Engagement Agreement, the Facility's policies, and applicable law. Nothing in these Terms modifies or supplements those obligations.

6.3 Business Associate Agreements

To the extent that Verenva and a Facility separately execute a Business Associate Agreement ("BAA") in connection with a specific engagement, the terms of that BAA shall govern the processing of PHI as described therein. These Terms do not establish or modify any BAA obligations. Questions regarding PHI in the context of a specific engagement should be directed to the applicable Facility or addressed in the relevant Engagement Agreement.

6.4 Regulatory Compliance

Each User is responsible for compliance with all federal, state, and local healthcare laws and regulations applicable to that User's activities, including, without limitation, HIPAA, applicable state healthcare privacy laws, and any regulations governing healthcare staffing in the relevant jurisdiction.

7. ACCEPTABLE USE; PROHIBITED CONDUCT

You agree that you will not, and will not attempt to, use the Website for any purpose that is unlawful or prohibited by these Terms. Prohibited conduct includes, but is not limited to:

- (a) Using the Website for any unlawful purpose or in violation of any applicable law or regulation;
- (b) Providing false, misleading, incomplete, or fraudulent information in connection with any account, application, or inquiry;
- (c) Misrepresenting your identity, professional credentials, licensure, or business affiliation;
- (d) Harassing, threatening, abusing, or discriminating against any other User or Verenva personnel;
- (e) Interfering with the security, integrity, or operation of the Website, including introducing malware, viruses, or other harmful code;
- (f) Accessing the Website through unauthorized means, bypassing access controls, or attempting to gain unauthorized access to any system, account, or data;
- (g) Using automated tools (including robots, spiders, scrapers, or crawlers) to access, copy, monitor, or extract data from the Website without Verenva's prior written permission;
- (h) Impersonating any person or entity, or falsely claiming an affiliation with any person or entity;
- (i) Transmitting PHI or patient-identifiable health information through the Website;
- (j) Soliciting other Users or using the Website to recruit Professionals for unauthorized commercial purposes or for the benefit of any third party outside the scope of these Terms; or
- (k) Reverse engineering, decompiling, disassembling, or otherwise attempting to derive the source code of any software underlying the Website.

Verenva reserves the right to investigate potential violations of these Terms and to take any appropriate action, including suspending or terminating access to the Website, reporting violations to law enforcement, or seeking injunctive or other legal relief.

8. INTELLECTUAL PROPERTY

8.1 Ownership

The Website and all Content, including text, graphics, logos, images, data compilations, software, and the overall compilation and arrangement of materials, are the property of Verenva or its licensors and are protected by applicable copyright, trademark, patent, trade secret, and other intellectual property laws.

8.2 Trademarks

The “Verenva” name, logo, and any other marks displayed on the Website are trademarks or service marks of Verenva Group, LLC. All other trademarks and service marks referenced on the Website are the property of their respective owners. Nothing in these Terms grants you any right to use any Verenva trademark without our prior written permission.

8.3 Limited License

Subject to your compliance with these Terms, Verenva grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Website and its Content solely for your lawful use in connection with Verenva’s staffing services. This license does not include any right to:

- Copy, reproduce, modify, distribute, transmit, display, perform, publish, or create derivative works from any Content;
- Use any Content for commercial purposes without Verenva’s prior written consent;
- Remove, alter, or obscure any copyright, trademark, or other proprietary notices; or
- Use any automated tools to access, copy, or extract data from the Website.

8.4 User Content License

By submitting User Content through the Website, you represent and warrant that you own or have all necessary rights to the User Content and that it does not infringe any third-party rights. You grant Verenva a worldwide, non-exclusive, royalty-free license (with the right to sublicense to service providers) to host, store, process, display, and use your User Content solely as necessary to: (a) provide, secure, and improve the Website and Verenva’s services; (b) conduct staffing, credentialing, and compliance functions; and (c) comply with applicable law, consistent with our Privacy Policy.

8.5 Feedback

If you provide Verenva with any feedback, suggestions, or ideas regarding the Website or Verenva’s services, you grant Verenva a perpetual, irrevocable, royalty-free right to use, incorporate, and commercialize such feedback without restriction or compensation to you.

9. PRIVACY AND DATA PROTECTION

Your use of the Website is governed by our Privacy Policy, which is incorporated into these Terms by reference. Please review our Privacy Policy to understand our practices regarding the collection, use, and disclosure of your personal information. By using the Website, you consent to all actions taken by Verenva with respect to your information in compliance with the Privacy Policy.

To the extent that personal information is collected or processed in connection with an Engagement Agreement, the privacy terms of that Engagement Agreement shall control over this Privacy Policy and these Terms.

10. THIRD-PARTY LINKS AND CONTENT

10.1 Third-Party Websites

The Website may contain links to third-party websites, services, or resources that are not owned, operated, or controlled by Verenva. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party website. The inclusion of a link on the Website does not imply our endorsement, approval, or verification of any third-party site or its content.

10.2 No Endorsement

Your use of third-party websites and resources is at your own risk and subject to the applicable terms and conditions of those third parties. We encourage you to review the terms and privacy policies of any third-party sites you visit.

11. DISCLAIMER OF WARRANTIES

THE WEBSITE AND ALL CONTENT, INFORMATION, AND MATERIALS PROVIDED THROUGH THE WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. VERENVA EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

VERENVA DOES NOT WARRANT THAT: (A) THE WEBSITE WILL MEET YOUR REQUIREMENTS; (B) THE WEBSITE WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) THE RESULTS OBTAINED FROM USE OF THE WEBSITE WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY INFORMATION OR MATERIALS OBTAINED THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS; OR (E) ANY ERRORS IN THE WEBSITE WILL BE CORRECTED.

NOTHING ON THE WEBSITE CONSTITUTES MEDICAL, LEGAL, PROFESSIONAL, OR EMPLOYMENT ADVICE. VERENVA IS NOT A HEALTHCARE PROVIDER, MEDICAL STAFFING GUARANTOR, OR PROFESSIONAL LICENSING AUTHORITY. THE WEBSITE IS FOR INFORMATIONAL AND FACILITATION PURPOSES ONLY.

12. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VERENVA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, OR ASSIGNS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, DATA, BUSINESS OPPORTUNITIES, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH: (A) YOUR USE OF OR INABILITY TO USE THE WEBSITE; (B) ANY CONTENT OR INFORMATION OBTAINED THROUGH THE WEBSITE; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (D) ANY THIRD-PARTY CONDUCT OR CONTENT ON THE WEBSITE; OR (E) ANY OTHER MATTER RELATING TO THE WEBSITE, WHETHER

BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF VERENVA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VERENVA'S TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE WEBSITE IS LIMITED TO FIFTY DOLLARS (\$50.00). THIS LIMITATION APPLIES REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM.

Some jurisdictions do not permit the exclusion or limitation of certain warranties or damages. In such jurisdictions, our liability will be limited to the greatest extent permitted by applicable law.

13. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Verenva, its affiliates, officers, directors, employees, agents, licensors, and service providers from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses, and fees (including reasonable attorneys' fees, to the extent permitted by applicable law) arising out of or relating to:

- (a) Your violation of these Terms;
- (b) Your improper use of the Website;
- (c) Your User Content;
- (d) Your violation of any applicable law or regulation;
- (e) Your violation of any third-party rights, including intellectual property rights; or
- (f) Any misrepresentation you make in connection with your account, application, or use of the Website.

Verenva reserves the right to assume exclusive defense and control of any matter subject to indemnification by you, at your expense, and you agree to cooperate with Verenva's defense of such claims.

14. DISPUTE RESOLUTION

14.1 Governing Law

These Terms and any dispute or claim arising out of or related to these Terms, their subject matter, or formation shall be governed by and construed in accordance with the laws of the State of South Carolina, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

14.2 Jurisdiction and Venue

You agree that any legal suit, action, or proceeding arising out of or related to these Terms or your use of the Website shall be instituted exclusively in the federal or state courts located in Greenville County, South Carolina. You irrevocably submit to the personal jurisdiction of such courts and waive any objection to the laying of venue in such courts, including any objection that such courts are an inconvenient forum.

14.3 Class Action Waiver

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND VERENVA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL

CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND VERENVA AGREE IN WRITING, NO COURT MAY CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF A CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING.

14.4 Jury Trial Waiver

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND VERENVA EACH IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE WEBSITE.

14.5 Time Limitation on Claims

Any claim or cause of action arising out of or related to these Terms or your use of the Website must be filed within one (1) year after such claim or cause of action first arose, or it shall be forever barred, notwithstanding any statute of limitations or other law to the contrary.

14.6 Equitable Relief

Nothing in this Section shall limit Verenva's right to seek injunctive or other equitable relief in any court of competent jurisdiction in connection with any actual or threatened violation of its intellectual property rights or confidential information obligations.

15. MODIFICATIONS TO THE WEBSITE AND THESE TERMS

15.1 Website Modifications

Verenva reserves the right to modify, suspend, or discontinue the Website (or any part or feature thereof) at any time, with or without notice. Verenva shall not be liable to you or any third party for any modification, suspension, or discontinuance of the Website.

15.2 Modifications to These Terms

Verenva may revise and update these Terms at any time in its sole discretion. All changes are effective immediately upon posting. For material changes, Verenva will endeavor to provide notice by posting an announcement on the Website or by email to the address associated with your account (if applicable). Your continued use of the Website after the effective date of any change constitutes acceptance of the revised Terms. It is your responsibility to review these Terms periodically for updates.

16. DIGITAL MILLENNIUM COPYRIGHT ACT ("DMCA")

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible through the Website, you may notify Verenva's designated copyright agent by providing the following information:

- An electronic or physical signature of the copyright owner or person authorized to act on behalf of the owner;
- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material claimed to be infringing, with information reasonably sufficient to permit us to locate it;
- Your contact information, including address, telephone number, and email address;

- A statement that you have a good faith belief that the use is not authorized by the copyright owner, its agent, or applicable law; and
- A statement made under penalty of perjury that the information in your notice is accurate and that you are the copyright owner or authorized to act on the owner's behalf.

Designated Copyright Agent:

Verenva Group LLC

213 East Butler Road

Suite A1

Mauldin, South Carolina 29662

Email: info@verenva.com

17. GENERAL PROVISIONS

17.1 Entire Agreement

These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference herein, constitute the entire agreement between you and Verenva with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties with respect to the Website. For the avoidance of doubt, any Engagement Agreement between you and Verenva is a separate agreement that governs the engagement described therein.

17.2 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of these Terms or invalidate or render unenforceable such provision in any other jurisdiction. The parties shall negotiate in good faith to modify these Terms to give effect to the original intent of the parties as closely as possible.

17.3 Waiver

No waiver by Verenva of any term or condition of these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition. Any failure by Verenva to assert a right under these Terms shall not constitute a waiver of that right. Any waiver must be in writing and signed by an authorized representative of Verenva.

17.4 Assignment

You may not assign, transfer, or delegate any of your rights or obligations under these Terms without Verenva's prior written consent. Verenva may freely assign or transfer these Terms, including in connection with a merger, acquisition, or sale of assets, without restriction. These Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

17.5 Force Majeure

Verenva shall not be liable for any failure or delay in performance under these Terms to the extent arising from causes beyond Verenva's reasonable control, including, without limitation, acts of God, natural disasters, pandemics, cyberattacks, governmental actions, war, civil unrest, or failure of telecommunications or internet services.

17.6 No Agency or Employment Relationship

Nothing in these Terms creates any agency, partnership, joint venture, fiduciary, or employment relationship between you and Verenva. You may not make any representations on behalf of, or otherwise bind, Verenva.

17.7 Electronic Communications

By using the Website, you consent to receive electronic communications from Verenva, including notices regarding these Terms, your account, and the Website. You agree that electronic notices satisfy any legal requirement that communications be in writing.

17.8 Headings

Section headings are for convenience only and shall have no legal or contractual effect.

18. CONTACT INFORMATION

If you have any questions, concerns, or notices regarding these Terms or the Website, please contact us at:

Verenva Group LLC
213 East Butler Road
Suite A1
Mauldin, South Carolina 29662
Email: info@verenva.com