

ONLINE I-9 TERMS AND CONDITIONS

These ONLINE I-9 TERMS AND CONDITIONS in conjunction with the pricing, online service application information, included in the I-9 Sign Up Process (the "Process"), and term language (collectively, the "Agreement") are entered into, by and between Equifax Workforce Solutions LLC, a Missouri limited liability company ("EWS"), and "Client", as set forth in the Client's online service application, and shall be binding upon the parties as of the completion date after submission of all required information ("Effective Date") in the Process.

The parties agree as follows:

Services. By entering into this Agreement, Client hereby authorizes EWS to provide Form I-9 and related services (the "Services") as detailed and selected in the Process.

Confidentiality. The parties agree that the following will be treated as "Confidential Information": (i) all employment and income data which does, or could be used to, directly or indirectly identify an individual ("Data") provided by or on behalf of Client to EWS; (ii) all information provided by EWS to Client pertaining to the Services; (iii) information of a party which a reasonable person would understand under the circumstances to be confidential, including information marked as "Confidential," "Proprietary" or words of similar meaning by either party. Any Confidential Information acquired or received by either party (the "Recipient") in the course of this Agreement will not be disclosed or transferred to any person or entity other than to employees of a party and, as to EWS, for the purpose of performing its obligations under this Agreement. Confidential Information received under this Agreement will be treated with the same degree of care and security as each party uses with respect to its own Confidential Information, but not less than a reasonable degree of care. "Confidential Information" does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the Recipient, (ii) was known by the Recipient at the time of disclosure of the information without any obligation of confidence, and that knowledge is evidenced by reasonable proof, (iii) was or becomes available from a source other than the owner if the source was not legally bound to maintain the confidentiality of the information, or (iv) the Recipient independently develops without use of or reference to the Confidential Information. Each party acknowledges that unauthorized disclosure or use of the Confidential Information by a party may irreparably damage the other party in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the owner the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each party hereby waives the posting of a bond with respect to any action for injunctive relief. Upon Client's written request at any time during the term of this Agreement (including termination or completion of the Services hereunder), EWS will purge, destroy, or otherwise render inaccessible, Data housed in the EWS production database(s), provided that EWS may retain archival copies of Data for audit and dispute resolution purposes and EWS may retain copies of Data on encrypted back-up media in which such Data is co-resident with other employment and income data. EWS shall remain under its contractual obligation of confidentiality and security to Client during such retention and such obligations shall survive termination of the Agreement. Confidentiality obligations shall survive the termination of this Agreement.

Data Security and Privacy. EWS shall maintain an information security program that includes appropriate administrative, technical and physical safeguards reasonably designed to: 1) ensure the security and confidentiality of Data; 2) protect against any anticipated threats or hazards to the security or integrity of such Data; 3) protect against unauthorized access to or use of such Data that could result in substantial harm or inconvenience to Client; and 4) dispose of such Data in a secure manner. To comply with the safeguard obligations generally described above, EWS has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of Data that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such Data, and assessed the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards (including encryption of Data at rest and during transmission), to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures.

EWS shall notify Client in writing as soon as possible and without unreasonable delay, after EWS has either actual or constructive knowledge of a breach which affects Data (an "Incident"). Notification may be delayed as required by law enforcement to prevent any impediment(s) to its investigation of the Incident. EWS has actual or constructive knowledge of an Incident when EWS actually knows there has been an Incident or EWS has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. EWS shall cooperate with law enforcement in accordance with applicable law; provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. EWS shall promptly take appropriate action to mitigate such risk or potential problem at EWS's expense. In the event of an Incident, EWS shall, at its sole cost and expense, fully restore the Data and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.

Data Quality and Data Transmission. Client acknowledges that the ability of EWS to provide accurate information is dependent upon receipt of accurate Data from Client. Client must provide current and accurate Data necessary for EWS to provide the Services. Client agrees that any action required of EWS to correct the Data for Client may result in additional fees. Furthermore, Client agrees to transfer Data to EWS as set forth in the I-9 Interface.

Client Obligations. Client will be responsible for ensuring that its employees, future employees, and job applicants (collectively, "Employees") have provided Client with any and all required permissions to allow EWS to contact Client's Employees by any requested method of communication, including but not limited to emails and text messages.

Proprietary Rights. Neither party's ownership rights, including but not limited to, any intellectual property rights in or used by EWS to perform the Services nor any intellectual property rights in or to Client's Data, shall be transferred pursuant to this Agreement. This Section shall survive termination of this Agreement.

Indemnification/Limitation of Liability. Each party agrees to indemnify, defend and hold harmless the other party and its affiliates, and their directors, officers and employees (each, an "Indemnified Party"), from and against any and all third party claims, demands, liabilities, suits, damages, expenses and costs (including reasonable attorneys', experts' and investigators' fees and expenses) (collectively, "Claim(s)") incurred by the Indemnified Party arising from or related in whole or in part to the indemnifying party's, or its affiliates', or its directors', officers' or employees': (i) breach of the Confidentiality obligations set forth in this Agreement, including, but not limited to when such breach results in an Incident, (ii) intentional wrongful act or omission, willful misconduct, and/or (iii) breach of Data Quality and Transmission obligations; provided that (a) the party seeking indemnity promptly notifies the indemnifying party of any Claim for indemnity and cooperates fully in the defense of the Claim, (b) the party providing indemnity shall select counsel to defend any such Claim, and (c) the indemnifying party has sole control over the defense of the Claim and will have the right to settle an indemnified Claim without the prior written consent of the indemnified party, so long as a judgment or settlement does not impose any unreimbursed monetary or continuing non-monetary obligation on the indemnified party, and does not contain an admission of guilt or liability.

IN NO EVENT SHALL DAMAGES BY EITHER PARTY HEREUNDER EXCEED THE GREATER OF THE TOTAL FEES PAID BY CLIENT DURING THE TWELVE MONTHS PRIOR TO THE ACT OR OCCURRENCE WHICH GIVES RISE TO THE CLAIM. THIS LIMITATION ON LIABILITY SHALL NOT APPLY TO ANY THIRD PARTY CLAIM FOR WHICH EITHER PARTY HAS AN OBLIGATION OF INDEMNITY PURSUANT TO THEIR RESPECTIVE INDEMNIFICATION OBLIGATIONS.

ANY OTHER TERM OR PROVISION OF THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL EITHER PARTY, OR ITS AFFILIATES, THEIR DIRECTORS, OFFICERS OR EMPLOYEES, BE LIABLE FOR LOSS OF PROFITS OR FOR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE PERFORMANCE OF THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Waiver of Jury Trial. EACH PARTY AGREES TO WAIVE AND HEREBY WAIVES THE RIGHT TO TRIAL BY JURY OF ANY ACTION, SUIT, PROCEEDING, DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES.

Disclaimer. EWS MAKES NO WARRANTIES AS TO THE SERVICE OR THE DATA, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND/OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF EWS KNOWS OF SUCH PURPOSE.

Notices. All notices made by EWS under this Agreement may be made by providing written notice to Client within the I-9 interface, by email, and/or at the address set forth in Client's online service application (which may be modified by Client within the I-9 interface). All notices made by Client to EWS under this Agreement shall be in writing and effective three (3) days after being mailed first class postage prepaid, or upon delivery by an overnight or other courier or delivery service, in either case addressed as follows:

To EWS: Equifax Workforce Solutions LLC 11432 Lackland Road St. Louis, MO 63146 Attn: President

EWS may change its notice address by providing written notice to Client and/or within the I-9 interface.

Term and Termination. The term of this Agreement shall be for the initial and subsequent terms beginning on the Effective Date; and shall continue until terminated. Either party may terminate this Agreement, with or without cause, upon written notice in accordance with the Notices section above to the other party; and such termination shall be effective at the end of the then current Billing Cycle, provided that such notice is provided at least ten (10) days prior to the end of such Billing Cycle.

Payment Terms and Fees: All prices and fees for Services performed under this Agreement are as selected and agreed to in the Process.

- All fees are in U.S. dollars.
- Billing will commence upon the Effective Date; and shall be invoiced monthly thereafter. Fees shall be due and payable each month (each a “Billing Cycle”) until terminated.
- An I-9 Anywhere appointment cancellation or rescheduling within twenty-four (24) hours of the agreed upon day, or a “no show”, will be charged the fee for I-9 Anywhere specified in the Process.
- EWS may change (i) the price of the Service and/or (ii) the Service Description with thirty (30) days’ advanced notice to Client. Company’s use of the Service after such thirty (30) day period shall constitute its agreement to such change(s), without prejudice to its right to terminate this Agreement as provided herein.
- In the event Client’s method of payment fails to provide payment of fees for Services rendered and such payment is not made within fifteen (15) days of such failure, said fees will bear interest at a rate of 1.5% per month, and Service may be suspended and/or terminated, unless all outstanding fees are paid in full.
- Except to the extent that Client has provided an exemption certificate, direct pay permit or other such appropriate documentation, EWS shall add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes however designated that are properly levied by any taxing authority upon the provision of the Services, excluding, however, any state or local privilege or franchise taxes, taxes based upon EWS’s net income and any taxes or amounts in lieu thereof paid or payable by EWS as a result of the foregoing excluded items.

Entire Agreement. This Agreement comprises the entire agreement between the parties, which supersedes all prior proposals, purchase orders, understandings and agreements with respect to the subject matter hereof.

Assignment. Client may not assign this Agreement or any right or obligation under this Agreement without the express written consent of EWS, which consent shall not be unreasonably withheld or denied. In the event assignment is necessitated by business reorganization, EWS may assign this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors and assigns.

Force Majeure. Neither party shall be responsible for any failure or delay in the performance of any obligations (excepting obligations to pay money) to the extent that failure is caused by acts of God, acts of terror, flood, fire, labor disputes, acts or omissions of the other party, non-delivery or delays in delivery by any other supplier of goods or services deliverable under this Agreement, or other causes beyond such party’s reasonable control.

Applicable Law. This Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Missouri, without regard to its conflict of law principles.

Severability. If any provision of this Agreement is held to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereof shall be unaffected as to such jurisdiction and such holding shall not affect the validity or enforceability of such provision in any other jurisdiction. To the extent that any provision of this Agreement is held to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited.

Right to Modify. EWS reserves the right to modify the Service from time to time. If EWS reasonably believes that the modification to the Service may materially degrade the Service, then (1) EWS shall provide to the Client reasonable notice of the change, and (2) Client may terminate the Service by providing thirty (30) days written notice to EWS in accordance with the notice provisions of the Agreement. Termination shall be effective ninety (90) days after notice from Client, unless the parties mutually agree in writing to a later date. Absence of such termination shall constitute Client’s agreement to the modification of the Service.