

## Terms of Service

Welcome to PrimePay's Applicant Tracking and Onboarding system. The following Terms of Service (Terms) are a binding legal agreement between you ("you" or "You") and PrimePay, LLC regarding your use of this website and the related services to which this site gives you access (collectively, the "Service"). Visitors and users of the Services are referred to individually as "User" and collectively as "Users." *PLEASE READ THE FOLLOWING TERMS OF SERVICE CAREFULLY. BY REGISTERING FOR, ACCESSING, BROWSING, OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING ANY ADDITIONAL GUIDELINES AND FUTURE MODIFICATIONS.* Users who violate these Terms may have their access and use of the Service suspended or terminated, at PrimePay's discretion.

### 1. Eligibility; Account.

- a. **Eligibility.** the Service is not available to any persons under the age of 13 or to any Users previously suspended or removed from the Service by PrimePay. By registering for or otherwise using the Service, you represent that (i) you are at least 13 years of age, (ii) you have not been previously suspended or removed from the Service by PrimePay, and (iii) if you are under the age of 18 or the age of majority in your jurisdiction, you further represent that you are using the Service under the supervision of a parent, legal guardian, or other responsible adult. If you are using the Service on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind such entity or organization to these Terms and you agree to be bound by these Terms on behalf of such entity or organization. If you are agreeing to be bound on behalf of an organization or other entity "you" as used herein means such organization or entity and each end user thereof, including you as an individual.
- b. **Account.** When you use the Service, you may be asked to provide a username and password in order for us to establish an account for you on the Service ("Account"). You are solely responsible for maintaining the confidentiality of your Account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your Account and password. You agree that the information you provide to this site, whether on registration or at any other time, will be true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times. You are solely responsible for any and all activity that occurs within your Account while using the Service, including, but not limited to, the content located in all electronic mail messages sent through the Service from your Account. If you have reason to believe that your Account is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure or use of your account ID, password, or any credit, debit or charge card number, if applicable), then you agree to notify Primepay immediately. You may be liable for the losses incurred by PrimePay or others due to any unauthorized use of your Account.

- c. **Account Review.** PrimePay reserves the right to approve new Accounts registered with the Service in order to verify eligibility. PrimePay may, at any time and in its sole discretion, suspend your Account for the purpose of investigating any suspected misconduct or violation or breach of the Terms.
2. **Privacy Policy.** Your privacy is important to PrimePay. PrimePay's Privacy Policy is hereby incorporated into the Terms by reference. Please read the Privacy Policy carefully for information relating to PrimePay's collection, use and disclosure of your personal information.
3. **Modification of the Terms.** PrimePay reserves the right, at our discretion, to change, modify, add, or remove portions of the Terms at any time. Please check the Terms and any guidelines periodically for changes. In the case of material changes to the Terms, PrimePay will use reasonable efforts to notify you of the change, such as through sending an email to any address you may have used to register for an account, through a pop-up window, a notice or link on this website or other similar mechanism. Except as stated elsewhere, such modified Terms will become effective upon the earlier of (i) your continued use of the Service with actual knowledge of such modified Terms, or (ii) 30 days from publication of such modified Terms on the Service. Your use of the Service following the date that any such change becomes effective constitutes your agreement to be bound by the modified Terms. If you do not agree to the modified Terms, your sole and exclusive remedy is to terminate your account and you may no longer use the Service. Disputes arising under these Terms will be resolved in accordance with the version of the Terms that was in effect at the time the dispute arose.
4. **Use of the Service.**
  - a. **The Service.** The Service acts as, among other things, a venue for (i) employers to post job opportunities and search for and evaluate job candidates, (ii) candidates to post resumes and Profiles (as defined below) and search for and evaluate job opportunities, and (iii) employees to fill out Onboarding Materials (as defined below) as part of their employment onboarding process.

PrimePay does not screen or censor the listings, including Profiles offered or the Onboarding Materials. PrimePay is not involved in the actual transaction between employers and candidates/employees. As a result, PrimePay is not responsible for (i) User Content (as defined below); (ii) the quality, safety or legality of the jobs or resumes posted; (iii) the truth or accuracy of the listings, resumes, Job Postings (as defined below), Profiles, or the Onboarding Materials; (iv) the ability of employers to offer job opportunities to candidates; or (v) the ability of candidates to fill job openings. PrimePay makes no representations about any jobs, resumes, Profiles, User Content or Onboarding Materials available on or otherwise provided to you through the Service. While PrimePay reserves the right in its sole discretion to remove User Content, Job Postings, resumes, Profiles, Onboarding Materials, or other material from the Service from time to time, PrimePay does not assume any obligation to do so and to the extent permitted by law, disclaims any liability for failing to take any such action. The term

“post” as used herein shall mean information that you submit, publish or display on the Service.

- b. Job Seekers. When you register with the Service, you will be asked to submit information to your Account, such as specific experiences, skills, capabilities and other employment-related information (“Profile”). The Profile requires standard fields to be completed and you may include in these fields any telephone numbers, street addresses, email addresses or other means of contacting you, other than your last name and URLs. In addition, if you use the PrimePay Onboarding feature, you will also be asked to submit certain personal information that is required to complete your Onboarding Materials. Any Profile information or Onboarding Materials that you submit or provide to PrimePay must be accurate and describe you, an individual person. You acknowledge and agree that you are solely responsible for the form, content and accuracy of any resume, or material contained therein, and any Onboarding Materials posted or submitted by you on or through the Service. You understand and acknowledge that you have no ownership rights in your Account and that if you cancel your Account, or your Account is terminated, all your Account information from PrimePay, including resumes, Profiles, Onboarding Materials, cover letters, saved jobs, and questionnaires will be marked as deleted in, and may be deleted from, the databases used by PrimePay to maintain this information and will be removed from any public area of the Service. Information may continue to be available for some period of time because of delays in propagating such deletion through the web servers utilized by the Service. In addition, third parties may retain saved copies of your information. For example, when you submit Onboarding Materials as part of the PrimePay Onboarding feature, your employer may retain copies of your Onboarding Materials in accordance with applicable law and its own document retention policies. PrimePay reserves the right to delete your Account and all of your information after a significant duration of inactivity, in PrimePay’s sole discretion.
- c. Employers. Employers are solely responsible for their postings on the Service. PrimePay is not to be considered to be an employer with respect to your use of any aspect of the Service and PrimePay shall not be responsible for any employment decisions, for whatever reason, made by any entity posting jobs on the Service. In addition, employers are solely responsible for any Onboarding Materials that they upload to the Service, as well as any Onboarding Materials that are submitted to them by their employees via the Service. If you are an employer, you represent and warrant that you shall at all times and at your own expense: (i) strictly comply with all applicable laws, rules, regulations and governmental orders, now or hereafter in effect, relating to your use of the Service, including any aspect or feature thereof; (ii) pay all fees and other charges required by such laws, rules, regulations and orders; and (iii) maintain in full force and effect all licenses, permits, authorizations, registrations and qualifications from all applicable governmental departments and agencies relating to your use of the Service, including any aspect or feature thereof. You agree to indemnify and hold harmless PrimePay and its affiliates and their officers and employees from and against all claims, losses,

damages, liabilities, taxes, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with your use of the Service, including but not limited to any claim or action brought by any governmental, state, or local agencies or arising from any failure by you to comply with all applicable laws, rules and regulations. You understand and acknowledge that if you cancel your employer Account, or your employer Account is terminated, all your account information from PrimePay relating to the Services, including saved resumes, prospective employee contacts, Onboarding Materials, and email mailing lists, will be marked as deleted in, and may be deleted from, the databases used by PrimePay to maintain this information. Information may continue to be available for some period of time because of delays in propagating such deletion through the web servers used by the Service. In order to protect our other Users from commercial advertising or solicitation, PrimePay reserves the right to restrict the number of e-mails which an employer may send to Users to a number which PrimePay deems appropriate in its sole discretion. You understand and agree that all Profiles, resumes, Onboarding Materials and other User Content (defined below) of any kind is not provided by PrimePay and that it is your sole and exclusive responsibility to access the accuracy and completeness of all such data and to evaluate the quality of any job-seekers or applicants who use the Service or enter Content.

## **5. Authorized Content.**

- a. PrimePay Content. PrimePay authorizes you, subject to these Terms, to access and use the Service and the PrimePay Content (as defined below) and to download and print a single copy of the content available on or from the Service solely for your personal, non-commercial use. The contents of the Service, such as designs, text, graphics, images, video, information, logos, button icons, software, audio files and other PrimePay content (collectively, "PrimePay Content"), are protected under copyright, trademark and other laws. Except for any User Content that is provided and owned by Users, all PrimePay Content is the property of PrimePay or its licensors. The compilation (meaning the collection, arrangement and assembly) of all content on the Service is the exclusive property of PrimePay and its licensors and is protected by copyright, trademark, and other laws. Unauthorized use of the PrimePay Content may violate these laws and/or applicable communications regulations and statutes, and is strictly prohibited. You must preserve all copyright, trademark, service mark and other proprietary notices contained in the original PrimePay Content on any authorized copy you make of the PrimePay Content.
- b. Restrictions. Except as expressly authorized by PrimePay, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the PrimePay Content. PrimePay reserves all rights not expressly granted in the Terms. You may not use any of the PrimePay Content on any other Website or in a networked computer environment (including, without limitation, by uploading or republishing PrimePay

Content on any Internet, Intranet or Extranet site or incorporating the PrimePay Content in any other database or compilation for any purpose). Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time without notice and with or without cause.

- c. User Content. You understand that all information, data, text, software, music, sound, photographs, graphics, video, advertisements, resumes, Job Postings, messages or other materials submitted, posted or displayed by You on or through the Service ("User Content") is the sole responsibility of the person from which such User Content originated. PrimePay disclaims any ownership or control over any User Content. You or a third-party licensor, as appropriate, retain all patent, trademark and copyright to any User Content you submit, post or display on or through the Service and you are responsible for protecting those rights, as appropriate. PrimePay reserves the right to refuse to accept, post, display or transmit any User Content in its sole discretion. PrimePay may review and remove any User Content or any part thereof that, in its sole judgment, violates these Terms, violates applicable laws, rules or regulations, is abusive, disruptive, offensive or illegal, or violates the rights of, or harms or threatens the safety of, Users of the Service.
- d. License. By submitting, posting or displaying User Content on or through the Service, you grant PrimePay a worldwide, non-exclusive, sub-licensable and royalty-free license to reproduce, adapt, modify (solely to conform with PrimePay's guidelines and restriction applicable to such User Content, including without limitation the restrictions provided in Section 7 below), distribute and publish such User Content any modifications thereof through the Service or any other means PrimePay deems appropriate and consistent with the intended features of the Service in its sole discretion. In addition, by submitting, posting or displaying User Content which is intended to be available to the general public, you grant PrimePay a worldwide, non-exclusive, sub-licensable and royalty-free license to reproduce, adapt, modify (solely to conform with PrimePay's guidelines and restriction applicable to such User Content, including without limitation the restrictions provided in Section 7 below), distribute and publish such User Content for the purpose of promoting PrimePay and its services. PrimePay will discontinue this licensed use within a commercially reasonable period after such User Content is removed from the Service. If you post User Content in any public area of the Service, you also permit any User and/or sub-licensee of PrimePay to access, display, view, store, and reproduce such User Content for personal or internal business use. Subject to the foregoing, the owner of such User Content placed on the Service retains any and all rights that may exist in such User Content.
- e. PrimePay "Spotlight" Program. If you are a job-seeker, the Service may, but is not required to, allow you to participate in certain programs designed to promote and highlight you as "Job-Seeker of the day" and/or your Profile as a featured Profile, on the Service or in emails or newsletters sent to potential employers daily. If such a program is

offered, you may participate in any such program by making the appropriate choices on or through the Service. If you choose to participate in any such program, you acknowledge and understand that your Profile and any personally identifiable information in your Profile may be distributed to third parties. You acknowledge and agree that PrimePay has no obligation to choose the recipients of any such emails or newsletters in accordance with any criteria whatsoever, and that the Users of the Service and any recipients of such emails or newsletters will have access to your Profile and any personally identifiable information in your Profile without restriction. You will always retain the ability to withdraw from participation from such programs by making the appropriate choices on or through the Service, or by marking your Profile private.

PrimePay makes no representations about Profiles or other User Content made available on or otherwise provided to you through the Service in connection with any such “Spotlight” program or any other like programs or features PrimePay may choose to make available in the future on or through the Service. Whether you are an employer or any other User of the Service, you acknowledge and agree that PrimePay is not liable for the truth or accuracy of the information provided in Profiles or other User Content provided to you in connections with such programs, and makes no representations about the suitability of the features job-seekers or their Profiles for a particular job or Job Posting (as defined below).

- f. PrimePay Onboarding. PrimePay Onboarding is a Web-based feature that allows employees to fill out paperwork online as part of their employment onboarding process, including federal tax forms (such as the I-9 and W-4 form), state and local tax forms, company policy forms, employer handbooks, direct deposit authorizations, benefit enrollment information and other onboarding materials that your employer may require (the “Onboarding Materials”). If you use the PrimePay Onboarding feature, you acknowledge and understand that your Onboarding Materials may be distributed to third parties, including your employer, in order to provide the PrimePay Onboarding Service to you. You also acknowledge that such third parties may retain copies of your Onboarding Materials in accordance with applicable law.

When an employee completes paperwork through PrimePay Onboarding, he or she will submit the information using an electronic signature tool. PrimePay assumes no responsibility for the accuracy or the verification of any of the information uploaded via the PrimePay Onboarding feature, including but not limited to the identity of any person, and PrimePay will not be liable for any fraud, deception, misrepresentation, error or omission with respect to any individual’s use of the PrimePay Onboarding feature.

## **6. Job Postings.**

- a. Permitted Job Postings. PrimePay permits employers to post to the Service employment opportunities for which the employer seeks to have candidates apply (“Job

Posting"). Job Postings must be individual openings for traditional, W-2 or 1099 employees. Your Job Posting must contain sufficient detail to convey clearly to job seekers the nature and requirements of the job opportunity. PrimePay may, but is under no obligation to, periodically review random Job Postings in order to ensure compliance with these Terms. PrimePay reserves the right to remove any Job Posting or content from the Service in its sole discretion.

b. Prohibited Job Postings. You may not use the Service to:

- i. post jobs in a manner that does not comply with applicable local, national and international laws, including but not limited to laws relating to labor and employment, equal employment opportunity and employment eligibility requirements, data privacy, data access and use, and intellectual property;
- ii. post jobs that require citizenship of any particular country or lawful permanent residence in a country as a condition of employment, unless otherwise required in order to comply with law, regulations, executive order, or federal, state or local government contract;
- iii. post jobs that include any screening requirement or criterion in connection with a job posting where such requirement or criterion is not an actual and legal requirement of the posted job;
- iv. post jobs or other advertisements or other content that contains links to any site competitive with PrimePay;
- v. sell promote or advertise products or services;
- vi. post any openings or opportunities for which you are not the direct employer, such as franchises, pyramid schemes, "club memberships", distributorships, multi-level marketing opportunities, or an independent sales representative agency arrangement;
- vii. post any business opportunity that requires an up-front or periodic payment or requires recruitment of other members, sub-distributors or sub-agents;
- viii. post any business opportunity that pays commission only unless the posting clearly states that the available job pays commission only and clearly describes the product or service that the job seeker would be selling;
- ix. promote any opportunity that does not represent bona fide employment, which is generally indicated by the employer's use of IRS Forms W-2 or, in a few instances, Form 1099;

- x. advertise sexual services or seek employees for jobs of a sexual nature;
  - xi. request the use of human body parts or the donation of human parts, including, without limitation, reproductive services such as egg donation and surrogacy;
  - xii. endorse a particular political party, political agenda, political position or issue;
  - xiii. promote a particular religion;
  - xiv. post jobs located in countries subject to economic sanctions of the United States Government;
  - xv. except where allowed by applicable law, post jobs which require the applicant to provide information relating to his/her (i) racial or ethnic origin (ii) political beliefs (iii) philosophical or religious beliefs (iv) membership of a trade union (v) physical or mental health (vi) sexual life (vii) the commission of criminal offences or proceedings or (viii) age.
- c. Prohibited Content in Job Postings. A Job Posting may not contain:
- i. any hyperlinks, other than those specifically authorized by PrimePay;
  - ii. misleading, unreadable, or "hidden" keywords, repeated keywords or keywords that are irrelevant to the job opportunity being presented, as determined in PrimePay's reasonable discretion;
  - iii. the names of colleges, cities, states, towns or countries that are unrelated to the posting;
  - iv. more than one job or job description, more than one location, or more than one job category, unless otherwise permitted by the Service;
  - v. inaccurate, false, or misleading information;
  - vi. material or links to material that exploits people in a sexual, violent or other manner, or solicits personal information from anyone under 18.

**7. Prohibited Conduct. BY USING THE SERVICE, YOU AGREE NOT TO:**

- a. transmit, post, distribute, store or destroy material, including without limitation PrimePay Content, in violation of any applicable law or regulation, including but not limited to laws or regulations governing the collection, processing, or transfer of personal information, or in breach of PrimePay's Privacy Policy;



- b. take any action that imposes an unreasonable or disproportionately large load on the Service's infrastructure;
- c. use any device to navigate or search the Service other than the tools made available on the Service, generally available third-party web browsers, or other tools approved by PrimePay;
- d. use any data mining, robots or similar data gathering or extraction methods;
- e. violate or attempt to violate the security of the Service including attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- f. forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting;
- g. reverse engineer or decompile any parts of the Service;
- h. aggregate, copy or duplicate in any manner any of the PrimePay Content or information available from the Service, including expired job postings, other than as permitted by these Terms;
- i. frame or link to any PrimePay Content or information available from the Service, unless permitted by these Terms;
- j. post any content or material that promotes or endorses false or misleading information or illegal activities, or endorses or provides instructional information about illegal activities or other activities prohibited by these Terms, such as making or buying illegal weapons, violating someone's privacy, providing or creating computer viruses or pirating media;
- k. post any resume or apply for any job on behalf of another party;
- l. refer any contact from an employer to any agent, agency, or other third party;
- m. share with a third party any login credentials to the Service;
- n. access data not intended for you or logging into a server or account which you are not authorized to access;
- o. post or submit to the Service any incomplete, false or inaccurate personal, biographical, employment or employer information or information which is not your own;

- p. post content that contains restricted or password-only access pages, or hidden pages or images;
- q. solicit passwords or personally identifiable information from other Users;
- r. delete or alter any material posted by any other person or entity;
- s. harass, incite harassment or advocate harassment of any group, company, or individual;
- t. send unsolicited mail or email, make unsolicited phone calls or send unsolicited faxes promoting and/or advertising products or services to any User, or contact any users that have specifically requested not to be contacted by you;
- u. attempt to interfere with service to any User, host or network, including, without limitation, via means of submitting a virus, trojan or other malware to the Service, or overloading, "flooding", "spamming", "mailbombing" or "crashing" the Service;
- v. promote or endorse an illegal or unauthorized copy of another person's copyrighted work, such by as providing or making available pirated computer programs or links to them, providing or making available information to circumvent manufacture-installed copy-protect devices, or providing or making available pirated music or other media or links to pirated music or other media files;
- w. use the Service for any unlawful purpose or any illegal activity, or post or submit any content, resume, or job posting that is defamatory, libelous, implicitly or explicitly offensive, vulgar, obscene, threatening, abusive, hateful, racist, discriminatory, of a menacing character or likely to cause annoyance, inconvenience, embarrassment, anxiety or could cause harassment to any person or include any links to pornographic, indecent or sexually explicit material of any kind, as determined in PrimePay's discretion.
- x. Violations of system or network security may result in civil and/or criminal liability. PrimePay will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

## **8. Fees; Payments.**

- a. Fees. You agree to pay to PrimePay all applicable fees for the Service, including, but not limited to, any fees for subscriptions, fees for use of specific features of the Service (e.g., Job Postings) and other charges levied by domestic or foreign governments ("Fees"). Applicable Fees are disclosed in the Service. All fees are exclusive of applicable taxes (e.g. sales, use, or value-added tax), unless otherwise stated, and you are solely responsible for the payment of any such taxes that may be imposed on your use of the

Service. Onboarding and up to three employer job postings are currently provided without charge to PrimePay clients. An upgrade allowing additional job postings is available through the Service at a cost of \$2.50 per employee, per month (PEPM) based on the number of employees currently employed when the Service is used. PrimePay also offers employers the ability to claim federal Work Opportunity Tax Credits (WOTC) through the Service. The WOTC Service is subject to separate Terms of Use and Users are subject to a flat fee for each application, currently \$299. This fee is billed to you separately by a PrimePay contractor, GetHired, Inc.

- b. Changes in Fees. PrimePay may from time to time, and in its sole discretion, change, increase, decrease or eliminate the Fees charged for the Service, or any part thereof. PrimePay may also institute new charges or fees, or charge a Fee for the Service or any part thereof where a fee was not previously charged. Your continued use of the Service after the effective date of any such change shall constitute your acceptance of such change.
- c. Payment Processing Authorization. You hereby authorize PrimePay (either directly or through a third-party payment processor) to charge all Fees to the credit card, PayPal account or other payment processor ("Payment Account") you provide during registration or in your Account. If you use the Service on behalf of a company, by using a corporate credit card or billing instrument, you affirm that you are authorized to use the corporate card or billing instrument for such purposes. You agree to provide PrimePay updated information regarding your Payment Account upon PrimePay's request and any time the information earlier provided is no longer valid. If you choose to pay by credit card, PrimePay may seek pre-authorization of your credit card account prior to a purchase to verify the credit card is valid and/or has the necessary funds or credit available to cover your Fees. These pre-authorizations will reduce your available balance by the authorization amount until it is released or reconciled with the actual charge. Please contact your credit card issuer if you have additional questions regarding when an authorization amount will be removed from your statement. If you revoke authorization to charge your Payment Account, or if for any reason your Payment Account does not pay PrimePay, PrimePay may suspend your access to certain features of the Service.
- d. No Refunds. Except as expressly provided in these Terms, all Fees relating to the Service are final and nonrefundable. If you believe you have been incorrectly charged, you must notify PrimePay of such disputed charges within the time provided for in your Payment Account agreement, or you waive your right to dispute those charges. Please contact PrimePay customer service through the website to request a review of your Account. PrimePay may require you to describe the dispute in writing. Any written communications concerning disputed amounts owed must be sent to PrimePay at the mailing address provided below in these Terms.

**9. Digital Millennium Copyright Act.** It is PrimePay’s policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act (“DMCA”). PrimePay will promptly terminate without notice your access to the Service if you are determined by PrimePay to be a “repeat infringer.” A repeat infringer is a User who has been notified by PrimePay of infringing activity violations more than twice and/or who has had a User Communication or any other user-submitted content removed from the Service more than twice.

**10. Third-Party Sites, Products and Services; Links.** The Service may include links or references to other web sites or services solely as a convenience to Users (“Reference Sites”). PrimePay does not endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites. In addition, your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service are solely between you and such advertiser. ACCESS AND USE OF REFERENCE SITES, INCLUDING THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ON OR AVAILABLE THROUGH REFERENCE SITES IS SOLELY AT YOUR OWN RISK.

**11. Termination.**

- a. Termination by PrimePay. You agree that PrimePay, in its sole discretion, for any or no reason, and without penalty, may terminate your Account or use of the Service and remove and discard all or any part of your Account, User profile, and any User Communications, at any time. PrimePay may also in its sole discretion, and at any time, discontinue the Service or discontinue providing access to the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service or any Account you may have or portion thereof may be affected without prior notice, and you agree that PrimePay will not be liable to you or any third party for any such termination. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies PrimePay may have at law or in equity. As discussed herein, PrimePay does not permit copyright infringing activities on the Service, and will terminate access to the Service, and remove all User Communications and other content submitted by any Users who are found to be repeat infringers.
- b. Termination by You. Your only remedy with respect to any dissatisfaction with (i) the Service, (ii) any term of these Terms of Service, (iii) any policy or practice of PrimePay in operating the Service, or (iv) any content or information transmitted through the Service, is to terminate the Terms and your Account. You may terminate the Terms at any time by deleting your login Account with the Service and discontinuing use of any and all parts of the Service.

**12. Responsibility for Postings.** Employers are solely responsible for their postings on the Service. PrimePay is not to be considered to be an employer with respect to your use of any aspect of the Service and PrimePay shall not be responsible for any employment decisions, for whatever

reason, made by any entity posting jobs on the Service. In addition, employers are solely responsible for any Onboarding Materials that they upload to the Service, as well as any Onboarding Materials that are submitted to them by their employees via the Service. If you are an employer, you represent and warrant that you shall at all times and at your own expense: (i) strictly comply with all applicable laws, rules, regulations and governmental orders, now or hereafter in effect, relating to your use of the Service, including any aspect or feature thereof; (ii) pay all fees and other charges required by such laws, rules, regulations and orders; and (iii) maintain in full force and effect all licenses, permits, authorizations, registrations and qualifications from all applicable governmental departments and agencies relating to your use of the Service, including any aspect or feature thereof. You understand and acknowledge that if you cancel your employer Account, or your employer Account is terminated, all your account information from PrimePay relating to the Services, including saved resumes, prospective employee contacts, Onboarding Materials, and email mailing lists, will be marked as deleted in, and may be deleted from, PrimePay's databases which relate to this Service. Information may continue to be available for some period of time because of delays in propagating such deletion through PrimePay's web servers. In order to protect our other Users from commercial advertising or solicitation, PrimePay reserves the right to restrict the number of e-mails which an employer may send to Users to a number which PrimePay deems appropriate in its sole discretion. and Indemnification. You agree to indemnify, save, and hold PrimePay, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the Service, any violation by you of the Terms, or any breach of the representations, warranties, and covenants made by you herein. PrimePay reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify PrimePay, and you agree to cooperate with PrimePay's defense of these claims. PrimePay will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

**13. Survival.** Sections 2 and 12 through 18 will survive the termination of the Terms or your use of the Service.

**14. Indemnification.** You agree to indemnify, save, and hold PrimePay, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising directly or indirectly from or in connection with your use or misuse of the Service (including but not limited to any claim or action brought by any governmental, state, or local agencies or arising from any failure by you to comply with all applicable laws, rules and regulations), any violation by you of the Terms, including but not limited to any claim or action brought by any governmental, state, or local agencies or arising from any failure by you to comply with all applicable laws, rules and regulations or any breach of the representations, warranties, and covenants made by you herein. PrimePay reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify PrimePay, and you agree to cooperate with PrimePay's defense of these claims. PrimePay will use reasonable efforts to

notify you of any such claim, action, or proceeding upon becoming aware of it.

**15. Disclaimers; No Warranties.**

- a. No Warranties. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, PRIMEPAY, AND ITS CONTRACTORS, AFFILIATES, PARTNERS, LICENSORS AND SUPPLIERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PRIMEPAY OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. YOU EXPRESSLY ACKNOWLEDGE THAT, AS USED IN THIS SECTION 15, THE TERM "PRIMEPAY" INCLUDES PRIMEPAY'S OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, CONTRACTORS AND SUBCONTRACTORS.
- b. "As is" and "As available" and "With All Faults". YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE AND ANY DATA, INFORMATION, THIRD-PARTY SOFTWARE, USER COMMUNICATIONS, REFERENCE SITES, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SERVICE ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED.
- c. Content. PRIMEPAY, ITS SUPPLIERS, LICENSORS, AFFILIATES, AND PARTNERS DO NOT WARRANT THAT THE DATA, USER CONTENT, FUNCTIONS, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE SERVICE OR ANY REFERENCE SITES WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED. YOU FURTHER ACKNOWLEDGE AND AGREE THAT NOT ALL EMAIL MESSAGES AND MARKETING COMMUNICATIONS SENT THROUGH THE USE OF THE SERVICE WILL BE RECEIVED BY THEIR INTENDED RECIPIENTS.
- d. Accuracy. PRIMEPAY, ITS SUPPLIERS, LICENSORS, AFFILIATES, AND PARTNERS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICE OR ANY REFERENCE SITES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.
- e. Harm to your Computer. YOU UNDERSTAND AND AGREE THAT YOU USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN INFORMATION, MATERIALS, OR DATA THROUGH THE SERVICE OR ANY REFERENCE SITES AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA.

## 16. Limitation of Liability and Damages.

- a. Limitation of Liability. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL PRIMEPAY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES, OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THE TERMS OR THAT RESULT FROM YOUR USE OF OR YOUR INABILITY TO USE THE SERVICE OR ANY REFERENCE SITES, OR ANY OTHER INTERACTIONS WITH PRIMEPAY, EVEN IF PRIMEPAY OR A PRIMEPAY AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, PRIMEPAY'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. YOU EXPRESSLY ACKNOWLEDGE THAT, AS USED IN THIS SECTION 16, THE TERM "PRIMEPAY" INCLUDES PRIMEPAY'S OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUPPLIERS, THIRD PARTY PARTNERS, CONTRACTORS AND SUBCONTRACTORS.
  
- b. Limitation of Damages. IN NO EVENT WILL PRIMEPAY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE TERMS OR YOUR USE OF THE SERVICE OR YOUR INTERACTION WITH OTHER SERVICE USERS (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE), EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SERVICE DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR ONE HUNDRED DOLLARS, WHICHEVER IS GREATER. YOU EXPRESSLY ACKNOWLEDGE THAT, AS USED IN THIS SECTION 16, THE TERM "PRIMEPAY" INCLUDES PRIMEPAY'S OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUPPLIERS, THIRD PARTY PARTNERS, CONTRACTORS AND SUBCONTRACTORS.
  
- c. Reference Sites. THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY REFERENCE SITES OR OTHERWISE BY THIRD PARTIES OTHER THAN PRIMEPAY AND RECEIVED THROUGH OR ADVERTISED ON THE SERVICE OR RECEIVED THROUGH ANY REFERENCE SITES.
  
- d. Basis of the Bargain. YOU ACKNOWLEDGE AND AGREE THAT PRIMEPAY HAS OFFERED ITS PRODUCTS AND SERVICES, SET ITS PRICES, AND ENTERED INTO THE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND PRIMEPAY, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS

OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND PRIMEPAY. PRIMEPAY WOULD NOT BE ABLE TO PROVIDE THE SERVICE TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

- e. Limitations by Applicable Law. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

## **17. Dispute Resolution and Arbitration.**

- a. Dispute Resolution. In the interest of resolving disputes between you and PrimePay in the most expedient and cost-effective manner, you and PrimePay agree that any and all disputes arising in connection with the Terms shall be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes, but is not limited to all claims arising out of or relating to any aspect of the Terms, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of these Terms. You understand and agree that, by entering into the Terms, you and PrimePay are each waiving the right to a trial by jury or to participate in a class action.
- b. Exceptions. Notwithstanding subsection (a), we both agree that nothing herein shall be deemed to waive, preclude, or otherwise limit either of our right to (i) bring an individual action in small claims court, (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (iii) seek injunctive relief in a court of law, or (iv) to file suit in a court of law to address intellectual property infringement claims.
- c. Arbitrator. Any arbitration between you and PrimePay will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by the Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting PrimePay.
- d. Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or in the event that we do not have a physical address on file for you, by electronic mail ("Notice"). PrimePay's address for Notice is: PrimePay, LLC, 1487 Dunwoody Drive, West Chester, Pennsylvania 19380. The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). We agree to



use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or PrimePay may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or PrimePay shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award.

- e. Fees. In the event that you commence arbitration in accordance with the Terms, PrimePay will reimburse you for your payment of the filing fee, unless your claim is for greater than \$5,000, in which case the payment of any fees shall be decided by the AAA Rules. Any arbitration hearings will take place at a location to be agreed upon in Chester County, Pennsylvania, provided that if the claim is for \$5,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a non-appearance based telephonic hearing, or by an in-person hearing as established by the AAA Rules. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In such case, you agree to reimburse PrimePay for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.
- f. No Class Actions. YOU AND PRIMEPAY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and PrimePay agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
- g. Modifications. In the event that PrimePay makes any future change to this arbitration provision (other than a change to the PrimePay's address for Notice), you may reject any such change by sending us written notice within 30 days of the change to PrimePay's address for Notice, in which case your account with PrimePay shall be immediately terminated and this arbitration provision, as in effect immediately prior to the amendments you reject shall survive.
- h. Enforceability. If any of this Section or the entirety of this Section is found to be unenforceable, then the entirety of this Section shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in the "Miscellaneous" Section, below, shall govern any action arising out of or related to the

Terms.

**18. Miscellaneous.**

- a. Governing Law and Jurisdiction. The Terms will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to the Terms or Service will be filed only in the state or federal courts in and for Chester County, Pennsylvania, and you hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action. Notwithstanding this, either party shall still be allowed to apply for injunctive or other equitable relief to protect or enforce that party's intellectual property rights in any court of competent jurisdiction where the other party resides or has its principal place of business.
- b. Improperly Filed Claims. All claims you bring against PrimePay must be resolved in accordance with this Agreement. All claims filed or brought contrary to this Agreement shall be considered improperly filed. Should either party file a claim contrary to this Agreement, the other party may recover attorneys' fees and costs up to five thousand U.S. Dollars (\$5,000.00 USD), provided that such party seeking such fees has notified the other in writing of the improperly filed claim, and the other has failed to promptly withdraw the claim.
- c. Claims. YOU AND PRIMEPAY AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.
- d. Notice. PrimePay may provide you with notices, including those regarding changes to the Terms, by email or by postings on the Service. Notice will be deemed given twenty-four hours after email is sent, unless PrimePay is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to a postal address, if provided by you through the Service. In such case, notice will be deemed given three days after the date of mailing. Notice posted on the Service is deemed given 30 days following the initial posting.
- e. Waiver. The failure of PrimePay to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision. Any waiver of any provision of the Terms will be effective only if in writing and signed by PrimePay.
- f. Severability. If any provision of the Terms or any Guidelines is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from the Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

- g. Assignment. The Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by PrimePay without restriction. Any assignment attempted to be made in violation of the Terms shall be void.
- h. Headings. The heading references herein are for convenience purposes only, do not constitute a part of the Terms, and will not be deemed to limit or affect any of the provisions hereof.
- i. Entire Agreement. The Terms, including without limitation the Privacy Policy, constitute the entire agreement between you and PrimePay relating to the specific Services governed by these Terms of Service and may not be modified except in writing, signed by both parties, or by a change to the Terms or Privacy Policy made by PrimePay as set forth in Section 3 above.
- j. Disclosures. The Service is hosted in the United States, and the services provided hereunder are offered by PrimePay, LLC: 1487 Dunwoody Drive, West Chester, PA 19380.