

Foley Platform Terms and Conditions of Use for Candidates

Last Updated: 3/20/23

1. Acceptance of the Terms

These Terms and Conditions of Use are entered into by and between you and Foley Carrier Services, LLC and its affiliates, subsidiaries, directors, officers, employees, agents, and representatives (collectively “**Foley**,” “**we**,” or “**us**”).¹ The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “**Terms**”), govern your access to and use of <https://www.foleyservices.com>, www.goodegg.io and any of their subdomains (collectively the “**Site**”), including any content, functionality, features, and services offered now or subsequently available through the Site, whether as a guest or a registered user (collectively, the “**Services**” and together with the Site, the “**Platform**”).

Please read these Terms carefully before you use the Platform. **By accessing or using the Platform, you accept and agree to be bound and abide by these Terms, our [Privacy Policy](#) incorporated herein by reference, and all applicable federal, state, and local laws and regulations.** IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU ARE NOT AUTHORIZED TO AND ARE PROHIBITED FROM ACCESSING THE PLATFORM.

We may revise and update these Terms at any time by posting revisions to the Platform and your continued use of the Platform indicates your agreement to the revised Terms. All changes are effective immediately when we post them and apply to all access to and use of the Platform thereafter. Accordingly, we urge you to regularly review these Terms as they are binding on you. We may update the content on this Platform from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Platform may be out of date at any given time, and we are under no obligation to update such material.

The Platform is offered and available to users who are eighteen (18) years of age or older. By using this Site, you represent and warrant that you are of legal age to form a binding contract with Foley and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site.

¹ For some of its Services, Foley operates under the fictitious business name of Good Egg. Accordingly, all terms of this Platform Terms and Conditions of Use apply to the services and platform offered under the Good Egg name.

2. Accessing the Platform

We reserve the right to withdraw or amend the Platform, and any service or material we provide on the Platform, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Platform, or the entire Platform, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Platform.
- Ensuring that all persons who access the Platform through your internet connection are aware of these Terms and comply with them.

3. User Registration and Account Security

To obtain access to certain portions of the Platform, you may be required to complete a registration and provide certain registration details or other information. It is a condition of your use of the Platform that all the information you provide on the Platform is correct, current and complete. You agree that you will provide true, accurate, current and complete information about yourself or your organization (as applicable) as prompted by the registration process and that you will update that information as necessary to maintain its accuracy. You are responsible for safeguarding any username or password that you use to access the Platform. When formulating your password, use a combination of upper and lower case letters, numbers, and symbols to maximize the strength of your password. You may not (i) disclose your password or other account information to any third party; (ii) transfer your account or user ID to a third party; or (iii) use a third party's account information, passwords, or log-in information. If you become aware of any unauthorized use of your account or any related security breach, you agree to immediately notify us via email to security@foleyservices.com. We are not responsible for any loss or damage that arises from your failure to comply with this section, or with any other terms and conditions of the Platform.

You agree that all information you provide to register with this Platform or otherwise, including, but not limited to, through the use of any interactive features on the Platform, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

You must treat your username and password as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Platform or portions of it using your username, password or other security information. You also agree to ensure that you exit your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

4. Uploading Content to the Platform

In order to upload your content (“User Content”) to the Platform, you must (i) have an account in good standing with us and (ii) be at least eighteen (18) years of age. Users are solely responsible for the content they post or upload to the Platform.

5. Platform License Grant

Subject to your compliance with these Terms, we grant to you a limited, non-exclusive, non-transferable, freely revocable license to use the Platform as described below and to view, download, and print content from the Platform, except as we may restrict or block at the request of our content providers or of our own initiative. You may not reproduce, perform, display, distribute, reverse engineer, or prepare derivative works from the content or the Platform except with our prior written permission or any third party holding the right to license such use, as applicable.

6. Application Services

Foley’s Platform contains a Candidate application service (“Application Service”) to create greater efficiency for employers and applicants in the hiring process. When you input information through the Application Service, you consent to provide that information to Foley and any participating company with which you choose to apply and/or share the information. Some areas of the Platform require you to register, provide and verify an email address, or create an account. You agree to provide information that is true, accurate, current, and complete. You may not create multiple accounts or create accounts by automated means.

You acknowledge that prior to submitting an application through the Foley Platform, you are responsible for reviewing and confirming that you are applying to your desired employer. Once you provide information to an employer (whether in the form of a job application, resume, email, interview material or otherwise), Foley does not have control over the employer's use or disclosure of that information. If you want to request the employer delete, modify, or maintain confidence over any such information, you must make such a request directly to the employer. If you require alternative methods for applying, you must approach the employer directly to request such alternative method, as Foley is not responsible for the employer application process.

When you ask Foley to submit your application or other information through Foley's Platform, you are sending your application information to Foley and you are requesting and authorizing Foley to make available such application information to the applicable employer(s) for the indicated job. Additionally, you consent to your application and any responses sent to you by the employer through Foley being processed and analyzed by Foley according to this Agreement and Foley's [Privacy Policy](#).

Foley also does not guarantee that any employer will receive, be notified about, access, read or respond to any resume or other application material. Foley depends on the employer or the employer's agent to provide Foley with the correct destination for all applications, and we cannot vouch for the validity of the contact information provided to us by employers.

Not all companies to which you apply for employment or have an Employment Engagement may participate in Foley's services. If they are not participating companies, then the Application Service cannot provide the Services to them. Additionally, if you decide that you are no longer interested in pursuing employment with a particular company, we cannot guarantee that a specific company will cease contacting you or cease their attempts to contact you or recruit you for an employment-related engagement.

The job postings and information relating to the jobs in the Application Service rely totally upon the information provided by each participating company. As such Foley cannot guarantee the validity of the information posted by each participating company. You agree not to assert, and hereby release Foley from, any claim arising from the information posted by a participating company including without limitation that such information is inaccurate or not up-to-date. You understand that even though your use of the Application Service and Platform is free, your standard data charges through your communication vendor may apply. You are responsible for those charges, if any.

The Platform may link to other sites on the internet which are owned and operated by third parties ("External Sites"), for example Employer websites, Applicant Tracking Systems, or promotional websites. Links to External Sites may be found in User Content

available through Foley. Foley is not responsible or liable for any External Site, including availability or content. Links to External Sites may be removed at any time. Any concerns regarding an External Site should be directed to the responsible third party.

Foley has no control over what happens on External Sites. If you visit an External Site and complete a transaction outside Foley, you are entering into an agreement with a third party, alone and at your own risk. You are giving the third party your data directly, and your rights and their obligations are determined by its privacy policies and terms of service. Foley disclaims all liability from anything that may occur when you utilize or transact with such third parties. We are additionally not responsible for any payment that may be asked of you by such third party.

If you choose to use the third-party link and its services or products, you are contracting directly with the Third-Party Service, and Foley is not a party to this contract. Further, you agree to fully indemnify and defend Foley for any claims arising out of your use of a Third-Party Service's services or product provided to you by a Third-Party Service.

By using Foley, you agree that Foley is not responsible for the content of any employer's job application, messages, screener questions, skills assessments or their format or method of delivery, and that Foley does not guarantee receipt of your application by the employer, or your receipt of messages from the employer. Please note that Foley does not choose the questions asked by employers or decide the job qualification criteria of employers. Employers are solely responsible for compliance with all applicable laws, including the federal Department of Transportation regulations, Fair Credit Reporting Act and similar laws, anti-discrimination laws such as Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and any applicable data protection or privacy laws. **Employers are responsible for offering alternative methods of screening, if so required by the Americans with Disabilities Act or any similar law.** You must contact the employer if you require alternative methods of screening. Some questions may be labeled as Optional, indicating only that the application may be submitted to the employer without providing an answer. Foley cannot guarantee that the employer will consider such an application or make a particular determination with regard to such an application. Foley does not guarantee the identity of an employer or any individuals working for any employers. Foley cannot make any guarantee regarding health and safety measures in an employer's hiring or interviewing process. Foley recommends job seekers follow personal health and safety best practices as recommended by the World Health Organization or similar institution. Foley does not guarantee the validity of a job offer and cautions job seekers to verify the validity of a job offer before taking an adverse action regarding their current employment situations. Job seekers are solely responsible for verifying the accuracy of any employer or job offer.

Foley may make screening tools available to employers for employer use in the application process, including screener questions, phone screen tools and assessments. Foley is licensing these tools for employers' use as determined by employers. As a job seeker, you agree that the employer has made the determination to use these tools as part of its application process, and the questions asked are solely determined by the employer, and are not being asked by Foley. The employer is the sole party to determine which answers will qualify a candidate and is solely responsible for the use of the screening tool including any results which are considered to have a "disparate impact."

7. HR Management Tools

Foley may make human resources management software tools available to employers and their employees ("HR Management Tools"). If you are an employee using any HR Management Tools, you agree that such use is subject to the provisions of this Agreement. You further acknowledge that Foley is only providing the HR Management Tools for your and your employer's use, and that Foley accepts no responsibility for such use. Foley does not provide legal advice and cannot guarantee that your employer will configure or use any HR Management Tool to be in compliance with the law. Your employer retains all responsibility for such compliance. If you have questions or concerns about the legality or appropriateness of any configuration of an HR Management Tool, you must raise them directly with your employer.

Foley may make available job listings or job advertisements advertising employment opportunities and other job-related content through the Platform ("Job Ads."). Job Ads are created and provided by third parties over whom Foley exercises no control; you acknowledge and understand that Foley has no control over the content of Job Ads, links to or from Job Ads, or any conditions third parties might impose once a job seeker has submitted an application or left the Platform. If you leave the Foley Platform and choose to enter a third-party website, you accept any terms and conditions imposed by that third-party. Foley has no obligation to screen any Job Ads, or to include any Job Ads, in its search results or other listings, and may exclude or remove any Job Ads from the Platform or your search result without any obligation to provide reasoning for removal or exclusion. You understand and agree that Foley has no obligation to present you with any or all Job Ads. We cannot confirm the accuracy or completeness of any Job Ad or other information submitted by any employer or other user, including the identity of such employer or other user. Foley assumes no responsibility, and disclaims all liability for the content, accuracy, completeness, legality, reliability, or availability of any Job Ads, or other information submitted by any employer or other user.

8. Communication

Through this Platform, you and participating companies may communicate through push notifications, messaging, calls, prerecorded voice messages, or text messaging. You understand and acknowledge that by using this Platform you consent to receive push notifications or other such calls or messages through the Platform. You further acknowledge that by providing your phone number, you expressly consent to receive calls and text messages unless and until you revoke consent. You agree that by providing your phone number or using the Platform, you are establishing a business relationship with Foley and that Foley may call or text you in connection with that relationship. To provide this service, we may employ automated dialing and monitoring devices or techniques to provide communication services to you and to the participating companies. You understand and acknowledge that the participating companies are the initiators of any push notification, call, or text message and that we are merely the transmitter. We make every effort to ensure compliance with the Telephone Consumer Privacy Act as well as the Electronic Communications Privacy Act. However, we will not be liable for communication by a participating company or by you, which is in violation of any law.

9. Engagements or Contracts with Customers

In the United States, Foley is defined as a “consumer reporting agency” pursuant to the Fair Credit Reporting Act, 15 U.S.C. Section 1681 et seq. (“FCRA”) and applicable state law. Any FCRA-regulated screening reports that Foley furnishes are defined by the FCRA and applicable state law as “consumer reports” and/or “investigative consumer reports.” All reports provided by Foley pursuant to this Agreement are collectively defined as “**Consumer Report(s)**,” and all references to “**Consumer Report(s)**” herein shall refer to an entire Consumer Report(s) as well as any specific information contained within a Consumer Report. Subject to the terms and conditions of our service agreements with our Customers, and upon Customer’s request, Foley will furnish Consumer Reports for employment purposes in connection with Customer’s screening, as applicable, of employees, candidates for employment, candidates for an independent contractor relationship, candidates for temporary workers, candidates for volunteers, and/or other individuals for legally permissible employment-related purposes (collectively and each, a “**Candidate**”). All such Candidate contracts and engagements with our Customers (hereinafter “**Employment Engagement**”) are directly and solely between the Customer and the Candidate. You understand and acknowledge that we are not a party to, nor will we have any liability with respect to such contract’s engagements. You further understand that we do not endorse or vouch for the reputation, competence, or credibility of any Candidate or Customer.

10. License Grant to Us; Sale of Employment Records

By uploading your User Content or User Contributions to the Platform, you grant to us (i) a worldwide, non-exclusive, transferable, assignable, fully paid-up, royalty free, sub-licensable license to host, transfer, display, perform, reproduce, distribute, compress or convert for distribution, monetize, charge money for, restrict access to view, restrict access to download, advertise against, and otherwise exploit your User Content, on an anonymized basis, in any media formats and through any media channels, in order to publish and promote such User Content in connection with services offered or to be offered by us. Such license will apply to any form, media, or technology now known or hereafter developed; and (ii) a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid up, sublicensable right to store, copy, distribute, display and create derivative works of and otherwise use the User Content and User Contributions, in connection with Foley's internal operations and functions, including improving and developing products and services. You may terminate this grant of license to us as to any specific piece of User Content by requesting in a writing to us the removal, deletion, or modification of that piece of User Content from the Platform.

11. Aggregated Data

For purposes of this Section, "Insight Data" means any reports, commentaries, market testing outputs, consumer testing outputs, data analyses, test results and consumer insights gained by Foley through your permitted use of the Platform and that is collected on a non-personally and non-consumer identifiable basis.

By accessing the Platform and/or uploading your User Content or User Contributions to the Platform, you grant to us a royalty-free, perpetual, irrevocable, transferable, sublicensable, worldwide, assignable, fully paid-up, and non-exclusive license to access, host, collect, compile, synthesize, reproduce, adapt, transfer, display, perform, distribute, compress or convert for distribution, monetize, charge money for, restrict access to view, restrict access to download, advertise against, combine, arrange, use, aggregate and analyze, or otherwise exploit Insight Data collected or used by us through your use of the Platform, excluding any personally identifiable information with respect to you or any user, customer, or Candidate; in order to publish and promote such information, Insight Data, or other data or user content in connection with services offered or to be offered by Foley. Such license will apply to any form, media, or technology now known or hereafter developed. Foley reserves the right to disclose and share such information and data internally and with third parties in an anonymous and aggregated form at its discretion ("Aggregate Anonymous Data"), which shall be used to analyze, improve, support, and operate Foleys services, the Platform and otherwise for any business purpose, during and after the term of this agreement, including without limitation to generate industry benchmarks or best practices guidance, recommendations, or similar metrics and reports for distribution to and consumption by our Customers and Prospects.

To the extent that any Aggregate Anonymous Data is collected by Foley, it will be solely owned by Foley and may be used by Foley for any lawful purpose. This Section does not give Foley the right to identify you or any user of the Platform as the source of any Aggregate Anonymous Data. We will not in any manner identify you or your confidential personal information when data is aggregated.

12. Intellectual Property Rights

The Platform and its entire contents, features and functionality (including but not limited to all information, software, code text, displays, pages, images, interfaces, video and audio, and the design, selection and arrangement thereof), are owned by Foley, its licensors or other providers of such material and are protected by the United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You should assume that everything that you read, see, or hear on the Platform, is copyrighted or otherwise protected and owned by us or some third party who licensed to us the right to use and provide to you such content. Unless otherwise expressly noted, the content on the Platform may not be copied, used, modified, or adapted except as provided in these Terms or with our prior written approval.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Platform in breach of the Terms, your right to use the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Platform or any content on the Platform is transferred to you, and all rights not expressly granted are reserved by Foley. Any use of the Platform not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.

The Foley name, Foley logo and all related names, logos, product and service names, designs and slogans are trademarks of Foley or its affiliates or licensors. You must not use such marks without the prior written permission of Foley or the respective trademark owners.

13. Prohibited Uses

You may use the Platform only for lawful purposes and in accordance with these Terms. You agree not to use the Platform:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” or “spam,” to solicit participation in pyramid schemes, or any other similar solicitation.
- To impersonate or attempt to impersonate Foley, a Foley employee, another user or any other person or entity (including, without limitation, using e-mail addresses associated with any of the foregoing) or misrepresent your affiliation with a third party.
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Platform, or which, as determined by us, may harm Foley or users of the Platform, or expose them to liability.

Additionally, you agree not to:

- Use the Platform in any manner that could disable, overburden, damage, or impair the Platform or interfere with any other party’s use of the Platform, including their ability to engage in real time activities through the Platform.
- Use any robot, spider or other automatic device, process or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.
- Use any manual process to monitor or copy any of the material on the Platform, or for any other purpose not expressly authorized in these Terms, without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Platform.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Platform, the server(s) on which the Platform is stored, or any server, computer or database connected to the Platform.
- Take any action that imposes an unreasonable or disproportionately large load on the Platform’s infrastructure.
- Forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.
- Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.

- Reverse engineer or decompile any part of the Platform; or otherwise attempt to interfere with the proper working of the Platform.

Any unauthorized modification to, tampering with or change to any information, or any interference with the availability of or access to the Platform is strictly prohibited. You will not hack into or otherwise gain unauthorized access to the Platform, our computer systems, or the computer systems of other users of the Platform. You will not engage in any data mining in connection with the Platform. You will not post false, inaccurate, misleading, defamatory, or libelous content in any manner. You will use the Platform for lawful purposes only.

14. User Contributions

The Platform may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, “**Interactive Services**”) that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, “**post**”) content or materials (collectively, “**User Contributions**”) on or through the Platform.

Any User Contribution you post to the Site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Site, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material according to your account settings.

15. You represent and warrant that:

- You are the creator and owner or controller and have all rights in and to your User Content and User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- You are solely responsible for your User Content.
- All of the information you have provided to us via your User Content or User Contributions is current and accurate;
- You have the necessary licenses, rights, consents and authorizations (including but not limited to consents and authorizations of any persons or owners of any products depicted), releases, and permissions to use and to authorize us and our users to use your User Content and User Contributions in the manner permitted herein;
- You are not party to another agreement that is in conflict with these Terms;

- Your User Content and User Contributions are and will be free from all digital rights management software or tools; and
- No intellectual property infringement claim has been asserted or threatened against you with respect to any piece of your User Content or User Contributions, and you shall immediately inform us if such assertions or threats take place.
- All of your User Contributions do and will comply with these Terms.

You understand and acknowledge that you, not Foley, are fully responsible for any User Contributions you submit or contribute, including their legality, reliability, accuracy and appropriateness.

Foley is not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Platform.

16. Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Platform or the public or could create liability for Foley.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform.
- Terminate or suspend your access to all or part of the Platform for any or no reason, including without limitation, any violation of these Terms, without notice.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform. YOU WAIVE AND HOLD HARMLESS FOLEY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF

ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Site and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

17. User Content and Contribution Standards

These User Content standards apply to any and all User Content and User Contributions and use of Interactive Services. User Content and User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Content and User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

18. Copyright Infringement

It is the policy of Foley to terminate the user accounts of repeat infringers. If you believe that any User Contributions, User Content, or other material hosted on the Platform infringes your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing Our Designated Copyright Agent with the following information in writing (see 17 U.S.C § 512(c)(3) for further detail) to legal@foleyservices.com:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Platform are covered by a single notification, a representative list of such works on the Platform;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

19. No Reliance on Information Posted

The information presented on or through the Platform is made available solely for general information purposes. We are not legal counsel and cannot provide legal advice, and none of the information presented on or through the Platform constitutes legal advice. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, or by anyone who may be informed of any of its contents.

The Platform may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Foley, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Foley. We are not

responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third party.

20. Information About You and Your Visits to the Platform

All information we collect on this Platform is subject to our [Privacy Policy](#). By using or accessing the Platform, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

21. Linking to the Site and Social Media Features

You may link to our homepage, provided you do so in a way that is fair, legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part.

This Platform may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Site.
- Send e-mails or other communications with certain content, or links to certain content, on the Site.
- Cause limited portions of content on the Site to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Platform or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Otherwise take any action with respect to the materials on the Platform that is inconsistent with any other provision of these Terms.

The website from which you are linking to the Platform, or on which you make certain content accessible, must comply in all respects with the content standards set out in these Terms.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice at our discretion.

22. Links from the Platform

If the Platform contains links to other websites and resources provided by third parties, these links are provided for your convenience and informational purposes only. This may include links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those websites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked from the Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

23. Geographic Restrictions

The owner of the Platform is based in the State of Connecticut in the United States. We make no claims that the Platform or any of its content is accessible or appropriate outside of the United States. Access to the Platform may not be legal for certain persons or in certain countries. If you access the Platform from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

24. Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Platform will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. YOU UNDERSTAND AND ACKNOWLEDGE THAT THE PLATFORM, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM, IS PROVIDED “AS IS,” “AS AVAILABLE” AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOLEY, ITS SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, LICENSORS, SERVICE PROVIDERS, SUCCESSORS OR ASSIGNS (COLLECTIVELY “**AFFILIATED PERSONS**”) MAKES NO WARRANTIES WHATSOEVER AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY

WARRANTY OF TITLE, ANY IMPLIED WARRANTY ARISING FROM THE COURSE OF DEALING OR PERFORMANCE, ANY WARRANTY FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, ANY WARRANTY OF USAGE OF TRADE, AND ANY WARRANTY OF NONINTERRUPTION OF SYSTEM USE. ADDITIONALLY, FOLEY MAKES NO WARRANTY (I) THAT THE PLATFORM IS ACCURATE, COMPLETE, RELIABLE, ERROR-FREE, UNINTERRUPTED, OR CORRECT; (II) THAT THE PLATFORM WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (III) THAT THE PLATFORM, THE CONTENT, OR DATA OF YOURS OR ABOUT YOU ARE SECURE; (IV) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (V) THAT THE PLATFORM IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (VI) THAT THE PLATFORM WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION; (VII) REGARDING THE INFORMATION APPEARING ON THE PLATFORM; OR (VIII) THAT YOU WILL ACHIEVE SUCCESSFUL RESULTS FROM FOLLOWING ANY INSTRUCTIONS, DIRECTIONS OR RECOMMENDATIONS PROVIDED BY FOLEY, OR THAT THE PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

25. Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL FOLEY OR ITS AFFILIATED PERSONS BE LIABLE TO ANY USER OF THE PLATFORM FOR ANY LOST REVENUE, LOST PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY, OR

OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THE LIMITATIONS OF LIABILITY UNDER THIS SECTION CONSTITUTE A FUNDAMENTAL BASIS OF THEIR BARGAIN AND ACKNOWLEDGE THE FEES SET FORTH IN THIS AGREEMENT ARE BASED IN PART ON THE LIMITATIONS OF LIABILITY IN THIS SECTION.

IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN FOLEY AND ITS AFFILIATED PERSONS' AGGREGATE LIABILITY FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED \$100.00.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

26. Indemnification

You agree to indemnify, defend, and hold harmless, Foley, its Affiliated Persons, members, employees, contractors, officers and directors from and against all liability, claims, suits, actions, demands, judgments, awards, costs, expenses, fees, reasonable attorney's fees, or other proceedings, including third party claims, whether threatened or filed, directly or indirectly (collectively "Losses"), resulting from or based on a claim of or relating to, (a) any breach by you of any obligation, covenant or representation contained in these Terms (b) a claim that any User Content, User Contribution, or other material that you upload to or otherwise transfer via the Platform infringes any intellectual property or moral rights of a third party, (c) any claims brought against Foley arising from your use of the Platform, including but not limited to any claims of personal or financial injury by third parties related to the use of User Content, User Contribution, or other material uploaded to or transferred via the Platform by you; (d) any actual or purported violation by you of applicable law, including without limitation the Fair Credit Reporting Act, 15 USC §1681 et seq., or any contractual obligation; (e) Any grossly negligent, willful, or malicious conduct by you; or (f) any acts or omissions by you or your agents.

27. Release

You agree that you are solely responsible for your interactions with other Users on the Platform. If you have a dispute with one or more Users of the Platform, you release us,

our members, employees, contractors, officers and directors from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. You acknowledge that we are not obligated in any way to become involved in any such disputes. You expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

28. Governing Law and Jurisdiction

All matters relating to the Platform and these Terms, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms or the Platform shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Massachusetts, in each case located in the City of Boston and County of Suffolk although we retain the right to bring any suit, action or proceeding against you for breach of these Terms in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

29. Arbitration

Any dispute between the Parties that is not resolved through negotiation will be resolved exclusively by final and binding arbitration conducted in accordance with the Rules of Arbitration of the American Arbitration Association applying Massachusetts law. The arbitration will be conducted by a single arbitrator selected by agreement of the parties or, if the parties cannot agree, an arbitrator will be appointed in accordance with the AA rules who shall be experienced in the type of dispute at issue. Each party will initially bear its own costs in the arbitration, and the arbitrator will have discretion to award reasonable costs, arbitration fees, and attorney fees to the prevailing party.

30. Class Action Waiver

YOU AGREE THAT ANY ARBITRATION PROCEEDING OR COURT ACTION HEREUNDER SHALL PROCEED SOLELY ON AN INDIVIDUAL BASIS, WITHOUT THE RIGHT FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS OR COLLECTIVE ACTION BASIS, OR ON A BASIS INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHERS OR ANY GOVERNMENTAL BODY OR THE PUBLIC. TO THAT END, YOU WAIVE YOUR RIGHT TO COMMENCE, BECOME A PARTY TO, OR REMAIN A PARTICIPANT IN ANY CLASS, COLLECTIVE, OR HYBRID CLASS/COLLECTIVE ACTION IN ANY COURT, ARBITRATION PROCEEDING, OR ANY OTHER FORUM, AGAINST THE OTHER. ACCORDINGLY, THERE WILL BE NO AUTHORITY FOR ANY ARBITRATOR OR COURT TO PROCEED ON SUCH BASIS. THE CLASS ACTION WAIVER SHALL BE SEVERABLE FROM THIS AGREEMENT IN THE EVENT IT IS FOUND UNENFORCEABLE. ANY CLAIM THAT ALL OR PART OF THE CLASS ACTION WAIVER IS INVALID, UNENFORCEABLE, UNCONSCIONABLE, REVOCABLE, VOID, OR VOIDABLE MAY BE DETERMINED ONLY BY A COURT OF COMPETENT JURISDICTION.

31. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE PLATFORM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

32. Waiver and Severability

No waiver by Foley of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Foley to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

33. Entire Agreement

Unless you have signed a separate customer Service Agreement with us, the Terms constitute the entire agreement between you and us with respect to the Platform and supersede all prior or contemporaneous communications and proposals with respect to the Platform. If you have signed a Customer Service Agreement with us, the terms of that Agreement control to the extent there is any conflict with these Terms.

34. Business Conducted Electronically

You agree to conduct business with us electronically, and that except as otherwise specifically provided herein, an electronic signature on any agreements, communications, or any number of counterparts required or permitted to be given hereunder, or pursuant or relating to any service, shall have the same force and effect as the use of manual signatures.

35. Your Comments and Concerns

This Platform is operated by Foley Carrier Services, LLC, 140 Huyshope Avenue, Hartford, CT 06106. All feedback, comments, requests for technical support and other communications relating to the Platform should be directed to:
foleyproducts@foleyservices.com.