

# Foley Platform Terms and Conditions of Use for Customers

Last Updated: 3/20/2023

## 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”).<sup>1</sup> 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](http://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. **To the extent these Terms directly conflict with any Customer service agreement you have signed with us, the terms contained in the customer service agreement will prevail.** The term “Customer” is hereinafter defined as a person or entity who has signed a customer service agreement or master service agreement with Foley.

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 Any of the material on the Platform may be out of date at any given time, and we are under no obligation to update such material.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. 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.

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<sup>1</sup> 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.

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.

## **2. 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](mailto: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.

## **3. 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. If you are uploading User Content on behalf of an organization, you must be an authorized representative of that organization with the authority to bind that organization to these Terms. Users are solely responsible for the content they post or upload to the Platform.

#### **4. 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.

#### **5. 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 (including but not limited to, motor vehicle reports, safety performance history, criminal background checks, social media screenings, education and/or employment verifications, and professional references) are defined by the FCRA and applicable state law as “consumer reports” and/or “investigative consumer reports.” All such 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, on 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.

#### **6. 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.

## **7. Job Advertisements**

For any job listings or advertisements posted, edited, or claimed, for a payment or for free on or through Foley, (collectively “Job Ads”), you agree that you are solely responsible for: (a) your Job Ad target URLs and Job Ad content including job descriptions and screener questions, and any other User Content such as photograph(s), videos, images, texts, marks, logo, or audio that you provide to Foley or request that Foley include; (b) websites proximately reachable from target URLs or your Job Ad; and (c) your services and products. You further agree that you are solely responsible for your Job Ad whether generated by or for you; or whether your Job Ad is reformatted or includes Foley’s name. By posting, including editing or claiming, or paying a Job Ad on Foley’s Platform, you represent and warrant that you have authority to take such action; and authorize Foley to reformat the Job Ad, for example so that the Job Ad can be more effectively displayed on a mobile device, a third party website, or certain locations on the Platform.

You represent and warrant that your Job Ads will not violate or encourage violation of any applicable laws. Foley may reject or remove any Job Ad, for any or no reason without notice. Although Foley may indicate why a job or account has been removed or disabled, we cannot give every reason why a job or a company may be removed, and we always retain the right to remove any job, organic or sponsored, if we feel it is in our interest or our users’ interest. You shall indemnify, defend and hold harmless Foley, its agents, affiliates, licensors, partners, and publishers from any third party claim or liability (including without limitation reasonable legal fees) arising out of your Job Ads, application, or application questions.

## **Application Questions**

You agree that any application question or assessment, except for an application question or assessment required to be asked for the job under applicable federal Department of Transportation regulations, sent by Foley to a Candidate is done so at your sole request, and you represent and warrant that you have that Candidate’s consent for Foley to contact that Candidate for the purpose of transmitting the questions or assessments you have selected. Foley does not guarantee that any Candidate will receive, access, read or respond to any application question or assessment, or that there will be no mistakes in the transmission of the data. However, Foley may alert you when any of the above events occur. You agree you that the types of questions asked in any question or assessment or bundle of assessments you send directly to a Candidate through the Platform are solely being asked by you and are not being asked by Foley. Except for third party assessments, Foley offers application questions and assessments solely in its capacity as a developer and publisher. You agree you are solely responsible for the use of questions, assessments, and responses in compliance with the law, including the Fair Credit Reporting Act and similar state statutes. You are solely responsible for your use of Foley’s Platform and Consumer Reports, including without limitation any results which are considered to have a “disparate impact.” You further agree that you are solely responsible for offering alternative methods of screening, if so required by the Americans with Disabilities Act or any other equivalent or similar law. You acknowledge that Foley may, but is not obligated to, provide a means by which Candidates may request such an alternative method or other accommodation from you. Foley does not warrant that the method of delivery of any Assessment question is compliant with the Americans with Disabilities Act or any equivalent or similar law.

## **Screening Tools.**

Foley may make available to you screening tools for your use for Candidates including screener questions, phone screen tools, and assessments. Foley is licensing these tools to you for your use as you determine. By using any screening product, made available to you by Foley, you agree that you have made the determination to use these tools as part of your application process, and the substantive questions you ask or choose are solely determined by you, and are not being asked by Foley. You agree you are solely responsible for the use of such screening tools in compliance with the law, such as: the Fair Credit Reporting Act and similar state statutes; applicable employment, equality or 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 other similar federal, state, and local laws; and any applicable data protection or privacy laws. Whether a particular skill is relevant to a job, or whether a Candidate is qualified or appropriate for a job, is decided solely by you. You agree to use screening tools to measure only those knowledge, skills or abilities and/or other characteristics that are 1) job-related and 2) required for a candidate's first day on the job. You are responsible for ensuring that your selection criteria are job related, that you do not pose "disability-related inquiries" or medical inquiries in violation of the law, and that you do not screen out people with disabilities or members of any protected category under the law. You further acknowledge that you are responsible for offering alternative methods of screening, if so required by the Americans with Disabilities Act or any similar law. You are responsible for clearly indicating that reasonable accommodations are available, engaging with and responding to any requests for accommodation, and providing information about how to request an accommodation to Candidates. Foley shall direct Candidates who reach out to Foley with an accommodation request to you via the contact information you provided to Foley, and you are responsible for monitoring your inbox for such requests. You agree to indemnify Foley for any and all claims that any screening tool does not comply with the Americans with Disabilities Act or similar law, or that your use of any screening tool results in a "disparate impact."

### **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.

## **8. 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 Platform will be considered non-confidential and non-proprietary. By providing any User Contribution on the Platform, 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.

## **9. 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.

## **10. 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 Platform 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.

## **11. User Content and Contribution Standards**

These User Content standards apply to any and all User Content, 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.

## **12. 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](mailto: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.

### **13. 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.

### **14. 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.

### **15. 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.

## **16. 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.

## **17. 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.

## **18. 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.

### **19. 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.

### **20. 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 any applicable employment, equality, or discrimination laws, and any applicable data protection or privacy laws (**this includes any claims that Foley as your agent violated any such laws**); (e) our actions as an employer, including without limitation doing or not doing the following: screening, hiring, promoting, or demoting any Candidate; or (f) the activities of any third-party service providers you engage to assist you with activities related to your use of Foley products and services; ; (e) Any grossly negligent, willful, or malicious conduct by you; or (f) any acts or omissions by you or your agents. This defense and indemnification obligation will survive this Agreement and your use of the Platform or any Foley product, program, or service.

## **21. 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.

## **22. 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.

## **23. 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 AAA 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.

#### **24. 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.

#### **25. 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.

#### **26. 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.

#### **27. 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 a direct conflict with these Terms.

## **28. 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.

## **29. FCRA COMPLIANCE CERTIFICATION**

As a customer of Foley, you understand that you have specific legal responsibilities in connection with obtaining authorization from consumer before requesting a report from Foley and using information obtained from a consumer report to make employment decisions. Foley strongly recommends that you consult with legal counsel to understand your legal responsibilities related to obtaining and using consumer information, developing a legally compliant disclosure and authorization process, and ensuring your policies and procedures with respect to your employee screening program complies with applicable legal and regulatory requirements. You further understand that we are not legal counsel and do not provide legal advice with regard to FCRA compliance. You represent and warrant that (a) you have demonstrated to each consumer reporting agency that you, as appropriate, have complied and/or will comply with the Fair Credit Reporting Act, 15 USC §1681 et seq. (“FCRA”) with regard to you and your affiliates, agents, and any person authorized by you to act on your behalf (collectively “**Customer Affiliates**”) request(s), usage, and disposal of such reports (b) you have a legitimate need for the reports and information collected through use of the Platform; (c) such reports will only be obtained and used exclusively for hiring purposes and shall not be further distributed, sold, given, or traded with any third party unless the report is obtained for a specific joint use in compliance with the FCRA; (d) you and Customer Affiliates will comply and/or have complied with all laws and regulations and will not use consumer information in violation of any state or federal law, including equal opportunity laws; (e) any and all actions you and Customer Affiliates take shall be in strict compliance with the FCRA; (f) you retain sole responsibility for compliance with the FCRA; (g) you and Customer Affiliates will comply and/or have complied with all adverse action procedures required by the FCRA, including requirements to provide a preliminary adverse action notice to consumers, along with a copy of the consumer report and A Summary of Your Rights Under the Fair Credit Reporting Act, allowing the consumer a designated period of time to contact the consumer reporting agency if consumer wishes to dispute any information in the consumer report, providing consumer reporting agency contact information and providing a final adverse action notice to the consumer if a final adverse employment decision is made.

In connection with each consumer report ordered by you, you and Customer Affiliates shall: certify that you have complied with the Fair Credit Reporting Act; disclosed to the individual who is the subject of the report that a consumer report or, as applicable, an investigative consumer report, may be obtained; obtain written consent from the applicable individual allowing for you and us to obtain such report; provided the individual a summary of the individual’s rights as required by the FCRA, and any other applicable federal, state, or local law or regulation; will not utilize such report in violation of any federal, state, or local equal employment opportunity law or regulation; advised any individual against whom an adverse employment action is intended to be taken based in whole or

in part on information contained in a report furnished by us that such adverse employment action is intended a reasonable amount of time prior to taking such action, provide the individual a copy of such report, and provide, in writing, a description of the individual's rights under the FCRA.

And after taking adverse action that is based in whole or in part upon information contained in a consumer report that we furnished, you will/have provide(d) notice of such action to the individual; provide your name, address and telephone number; if applicable, provide (i) a numerical credit score that you used in taking adverse action based in whole or in part upon information contained in a consumer report that we furnished, (ii) the range of possible credit scores under the model used, (iii) all of the key factors (not to exceed four) that adversely affected the credit score of the individual in the model used, (iv) the date on which the score was created, and (v) the name of the person or entity that provided the credit score or credit file upon which the score was created; inform the individual that he/she is entitled to a free copy of the consumer report and has a right to dispute the record through us and that we are unable to provide the individual the specific reasons why the adverse action was taken by you; and, if applicable, abide by the Drivers Privacy Protection Act, 18 U.S.C. § 2721, et seq. (the "DPPA") and the various state laws implementing the same.

You understand the sensitive nature of consumer reports, the need to protect the information and the consumer report retention and destruction practices outlined by the FCRA and DPPA.

We advise that you must: Limit dissemination of consumer information to only those with legitimate need, permissible purpose, and authorized by consumer; Retain consumer data in a confidential manner; Destroy data in a secure manner to make it inaccessible, unreadable, and/or unrecoverable by: burning, pulverizing, or shredding, destroying or erasing electronic files, and/or after conducting due diligence, hiring a document destruction company. In addition, paper documents containing personally identifiable information (particularly name, date of birth, and SSN), if retained at individual desks/workstations, shall be destroyed or inaccessible no later than the end of each work day; and Protect the privacy of consumer information which is contained in motor vehicle records, and access DMV records only with written consent of consumer.

Customer acknowledges receipt of the Notice Regarding Obligations to Furnishers under the FCRA, Obligations of Users under the FCRA, A Summary of Your Rights Under the Fair Credit Reporting Act and Remediating the Effects of identity Theft.

### **30. 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](mailto:foleyproducts@foleyservices.com).

### **31. Certification and Authorized Access Agreement**

This section applies to all representatives of Customer using the Platform to obtain Consumer Reports. I understand that as an authorized representative of my employer (listed below), I am authorized to request and receive consumer reports from Foley a consumer reporting agency, on behalf of my employer ("End User" or "Customer"). I am further authorized to sign this agreement on behalf of End User.

I hereby agree that I shall only request consumer reports on individuals who have received a disclosure form and authorized the procurement of the report in writing, and who: (1) have made an application for an employment position with my employer; (2) have made an application for an independent contractor relationship with my employer; (3) who are current employees of my employer; (4) who currently have an independent contractor relationship with my employer; (5) or who currently have a volunteer relationship with my employer. I further agree not to obtain consumer reports on myself, associates, or any other person, except in the exercise of my official duties

as an authorized representative of the employer listed below.

I understand the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681, stipulates that anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be subject to fine and/or imprisonment. By signing below, I acknowledge that I have received and read a copy of (1) Summary of Consumer Rights Under the Fair Credit Reporting Act and (2) Notice to Users of Consumer Reports: Obligations of Users Under the Fair Credit Reporting Act, and I agree to the terms and conditions contained therein.

I certify that in every case prior to obtaining or causing a consumer report or investigative consumer report to be obtained, a clear and conspicuous disclosure, in a document consisting solely of the disclosure, has been made in writing to the consumer explaining that a consumer report and/or an investigative consumer report may be obtained for employment purposes. I certify that such disclosure satisfies all requirements identified in the FCRA as well as any applicable state or local laws and the consumer has authorized in writing, the obtaining of the report by me as an authorized representative of my employer listed below. I certify that each time I order a report, I am reaffirming the above certifications.

Should a consumer be denied employment by my employer, or other adverse action taken, in whole or in part on the basis of a consumer report provided by Foley, my employer or myself will provide to the consumer a copy of the report; and a description, in writing, of the rights of the consumer entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act," and any other notices required under applicable federal, state, or local law or regulation.

I certify that information from a consumer report received by me or my employer from Foley will not be used in violation of any applicable federal, state, or local law or regulation, including, without limitation, any equal employment opportunity law.

I agree to indemnify, defend, and hold harmless my employer, Foley, and its affiliates and authorized users, jointly and severally from all claims and losses relating to, arising from, in connection with, any allegation related to any claim by, on behalf of, or relating to my employer; any breach of my obligations under this Agreement; and



any alleged losses caused or contributed by acts or omissions on made by or on behalf of myself or my employer.

I agree to abide by Addendum A - Access Security Requirements, attached hereto which is incorporated into and is part of this Agreement. I hereby acknowledge that I have read and will comply with the FCRA.

## ADDENDUM A

### ACCESS SECURITY REQUIREMENTS

I acknowledge that I must protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer reports. In accessing consumer information, I agree to the following:

1. I will take reasonable procedures to protect my employer's account number as well as my individual User ID and password as they relate to receiving and viewing consumer reports. I will not share User ID and Password with anyone else, and will protect this sensitive information including not posting this information anywhere in the facility. I agree to change account passwords immediately if it is discovered that my individual login information has been obtained and/or used by another person.
2. I understand and agree that system access software, whether developed by End User or purchased from a third party vendor, will have my account number and password "hidden" or embedded and be known only by supervisory personnel. I will be assigned a unique logon password. If such system access software is replaced by different access software and therefore no longer is in use or, alternatively, the hardware upon which such system access software resides is no longer being used or is being disposed of, or if the password has been compromised or believed to be compromised in any way, I will change my password immediately.
3. I agree I will not discuss my account number or password by telephone with any unknown caller, even if the caller claims to be an employee of End User.
4. I will reinforce the obligation of the End User to restrict the ability to obtain consumer information to a few key personnel.
5. I agree to place all terminal devices used to obtain consumer information in a secure location within our facility so that unauthorized persons cannot easily access them.
6. I agree to turn off and lock all devices or systems used to obtain consumer information when the devices or systems are not in use by myself of End User.
7. I will secure hard copies and electronic files of consumer reports within End User's facility so that unauthorized persons cannot access them.
8. I agree to shred and/or destroy all hard copy consumer reports when they are no longer needed and erase and overwrite or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.
9. I agree that I have been notified and understand that End User can access credit information only for the permissible purposes listed the Fair Credit Reporting Act.