SAFESTHIRES SERVICE AGREEMENT

Effective Date: The date on which Client electronically accepts this Agreement.

IMPORTANT NOTICE REGARDING DISPUTE RESOLUTION: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER. EXCEPT FOR THE LIMITED MATTERS DESCRIBED BELOW, SAFESTHIRES AND CLIENT AGREE TO RESOLVE DISPUTES THROUGH INDIVIDUAL BINDING ARBITRATION RATHER THAN IN COURT.

This Service Agreement ("Agreement") is entered into between **SafestHires, Inc.** ("SafestHires," "Provider," "we," "us," or "our") and the company, organization, or other business entity electronically accepting this Agreement ("Client," "you," or "your"). SafestHires and Client may each be referred to as a "Party" and collectively as the "Parties."

By clicking an "I Agree," "Accept," "Submit," or similarly designated electronic acceptance button or checkbox presented with this Agreement, the individual accepting this Agreement:

1. represents and warrants that the individual has authority to bind Client;
2. acknowledges that Client has had an opportunity to review this Agreement;
3. agrees that Client will be legally bound by this Agreement; and
4. agrees that the electronic acceptance constitutes Client's electronic signature.

The date and time recorded by SafestHires' electronic system for Client's acceptance will constitute the Effective Date.

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1. PURPOSE AND SCOPE

1.1 Services

SafestHires provides employment background screening, consumer reporting, verification, screening administration, and related services (collectively, the "Services").

Depending upon Client's selections, Services may include:

- criminal record searches;
- criminal database searches;
- county, state, federal, municipal, and other court searches;
- identity and Social Security number-related research;
- address history research;
- motor vehicle record searches;
- employment verifications;
- education verifications;

- professional license and credential verifications;
- professional and personal reference services;
- healthcare sanctions and exclusion searches;
- sex offender registry searches;
- civil record searches;
- financial risk searches (bankruptcies, judgments, and liens) where legally permissible;
- drug testing and occupational screening coordination;
- international screening;
- social media screening;
- recurring or continuous monitoring;
- adverse-action administration tools;
- compliance-related workflow tools; and
- other screening, verification, or related services made available by SafestHires.

Specific Services, packages, search parameters, pricing, volume arrangements, billing terms, and other commercial terms may be established through a proposal, pricing schedule, online account configuration, electronic order, statement of work, integration, API, or other written or electronic ordering process accepted by SafestHires (each, an “Order”).

1.2 Consumer Reporting Agency

To the extent SafestHires assembles or evaluates information concerning consumers for purposes regulated by the federal Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. (“FCRA”), SafestHires acts as a consumer reporting agency (“CRA”) as defined by Applicable Law.

1.3 Employment Decisions

SafestHires provides information and administrative screening services.

SafestHires does not make hiring, promotion, reassignment, retention, termination, disciplinary, credentialing, contracting, or other employment decisions for Client.

Client retains responsibility for establishing and applying its employment standards, determining the lawful relevance of information contained in Consumer Reports, complying with employment laws applicable to Client, and making Client’s employment decisions.

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2. DEFINITIONS

2.1 Applicable Law

“Applicable Law” means applicable federal, state, local, territorial, and other laws, statutes, regulations, ordinances, governmental requirements, and binding governmental orders.

2.2 Consumer

“Consumer” has the meaning assigned to that term under the FCRA.

2.3 Consumer Report

“Consumer Report” has the meaning assigned to that term under the FCRA and includes a report furnished by SafestHires that constitutes a consumer report or investigative consumer report under Applicable Law.

2.4 Employment Purposes

“Employment Purposes” has the meaning provided by the FCRA and means use of a Consumer Report for the purpose of evaluating a Consumer for employment, promotion, reassignment, or retention as an employee.

2.5 Client Data

“Client Data” means information submitted to SafestHires by or on behalf of Client, including information relating to Consumers, account users, positions, screening criteria, and Orders.

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3. PERMISSIBLE PURPOSE

3.1 Permissible Purpose Required

Client certifies that every Consumer Report it requests, obtains, accesses, or uses from SafestHires will be obtained and used only for a permissible purpose authorized by the FCRA and Applicable Law.

For Consumer Reports obtained for Employment Purposes, Client certifies that each report will be obtained and used solely for a lawful Employment Purpose.

3.2 Prohibited Uses

Client shall not request, obtain, access, or use a Consumer Report:

a. for personal purposes;

b. out of curiosity;

c. to investigate an individual unrelated to Client’s legitimate business activities;

d. for marketing or solicitation;

e. for stalking, harassment, retaliation, or intimidation;

f. under false pretenses;

g. for any purpose Client has not disclosed or certified to SafestHires; or

h. for any purpose not permitted under the FCRA or other Applicable Law.

3.3 Continuing Purpose

Client shall not use Consumer Report information for a materially different purpose from the purpose for which the report was originally obtained unless that subsequent use is independently permitted by Applicable Law and appropriately certified where required.

3.4 Credentialing and Verification

Client agrees that SafestHires may verify Client’s identity, business, business location, intended use of Consumer Reports, permissible purpose, and other information reasonably necessary for SafestHires to satisfy its obligations as a CRA.

Client will reasonably cooperate with such credentialing and re-credentialing.

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4. CLIENT FCRA CERTIFICATIONS

Client makes the following certifications with respect to every Consumer Report it obtains for Employment Purposes.

4.1 Disclosure

Before procuring or causing to be procured a Consumer Report for Employment Purposes, Client will provide the Consumer with the clear and conspicuous disclosure required by the FCRA.

Where required by 15 U.S.C. § 1681b(b)(2), the disclosure will be made in writing in a document that consists solely of the disclosure, subject to exceptions expressly provided by Applicable Law.

Client is responsible for satisfying additional disclosure requirements imposed by applicable state or local law.

4.2 Authorization

Before procuring a Consumer Report for Employment Purposes, Client will obtain the Consumer’s authorization in the form required by Applicable Law.

Client is responsible for determining whether an existing authorization legally permits subsequent, recurring, or post-hire reports and whether supplemental authorization or notice is required.

4.3 Certification to SafestHires

Client certifies to SafestHires that:

a. Client has complied with applicable disclosure and authorization requirements before requesting the Consumer Report;

b. Client will comply with applicable pre-adverse-action requirements if they become applicable; and

c. information contained in the Consumer Report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

These certifications are continuing certifications and apply to every Consumer Report Client requests unless Client notifies SafestHires that a certification is no longer accurate.

4.4 Equal Employment Opportunity

Client will use Consumer Report information in a lawful and nondiscriminatory manner.

Client is responsible for ensuring that its background-screening policies, criteria, and employment decisions comply with applicable equal employment opportunity laws.

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5. ADVERSE ACTION

5.1 Client Is the Decision Maker

Client, not SafestHires, determines whether information in a Consumer Report may affect an employment decision.

SafestHires does not make the decision to take adverse action and cannot provide a Consumer with Client’s specific reasons for an employment decision.

5.2 Pre-Adverse Action

Before taking adverse action based in whole or in part upon a Consumer Report for Employment Purposes, Client will provide the Consumer all materials required by Applicable Law, including, where required:

a. notice that Client is considering adverse action;

b. a copy of the Consumer Report relied upon; and

c. the then-current prescribed Summary of Rights under the FCRA.

Client will also provide any state or local notices, assessments, forms, or information required by Applicable Law.

5.3 Opportunity to Review or Dispute

Client will provide the Consumer a legally sufficient opportunity to review and, where applicable, dispute or respond to information before Client makes its final adverse decision.

The FCRA does not establish one universal number of days that applies to every ordinary employment pre-adverse-action process.

Client is responsible for determining and applying any waiting period or response period required under Applicable Law.

5.4 Final Adverse Action

If Client takes final adverse action based in whole or in part upon information contained in a Consumer Report, Client will provide the notice required by 15 U.S.C. § 1681m and other Applicable Law.

Where applicable, the notice will include:

a. notice that adverse action has been taken;

b. the name, address, and telephone number of the CRA that furnished the Consumer Report;

c. a statement that the CRA did not make the adverse decision and is unable to provide the specific reasons for Client’s decision;

d. notice of the Consumer’s right to obtain a free copy of the report from the CRA within the period provided by law; and

e. notice of the Consumer’s right to dispute the accuracy or completeness of information in the report.

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6. CLIENT EMPLOYMENT CRITERIA

6.1 Client Responsibility

Client, and not SafestHires, is responsible for establishing and applying Client’s screening and employment criteria.

This includes responsibility for determining, where applicable:

- whether criminal information is relevant to a position;
- job-relatedness;
- business necessity;
- applicable lookback periods;
- treatment of arrests and non-convictions;
- treatment of pending matters;
- fair-chance requirements;
- individualized assessment requirements;
- industry-specific exclusions;

- licensing requirements;
- financial-history restrictions;
- cannabis or drug-testing restrictions;
- salary-history restrictions;
- position-specific requirements; and
- other criteria affecting employment decisions.

6.2 Individualized Assessment

Client is responsible for determining whether an individualized assessment or similar review is required by Applicable Law or is appropriate under Client’s employment practices.

Nothing provided by SafestHires constitutes a determination that an individualized assessment is or is not legally required in a particular circumstance.

6.3 State and Local Laws

Client acknowledges that state and local jurisdictions may impose requirements or restrictions beyond federal FCRA requirements.

Client is responsible for laws applicable to Client, the Consumer, the position, and the jurisdiction in which the Consumer works or is expected to work.

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7. CRIMINAL DATABASE SEARCHES AND SOURCE VERIFICATION

7.1 Database Limitations

Client acknowledges that multi-jurisdictional, national, state, proprietary, government, and other criminal database searches may assist in identifying potentially relevant records but may contain information that is incomplete, delayed, outdated, duplicated, or otherwise requires verification.

Criminal database searches are therefore supplemental research tools and are not necessarily substitutes for research at an original or primary record source.

7.2 Source Verification Authorization

Client expressly agrees to and authorizes SafestHires to verify potentially reportable criminal database information at the original, primary, or other authoritative source when SafestHires’ procedures call for such verification before the information is included in a final Consumer Report.

Verification may include research through the applicable court, court clerk, official governmental repository, or another reliable primary or authoritative record source appropriate to the record.

7.3 Accuracy Purpose

SafestHires uses source verification as part of its procedures designed to support compliance with:

a. the FCRA requirement that a CRA follow reasonable procedures to assure maximum possible accuracy; and

b. where applicable, the FCRA requirements governing public-record information reported for Employment Purposes.

The Parties acknowledge that the FCRA does not state a universal rule requiring source verification of every criminal database result in every circumstance. Rather, source verification is one of the procedures SafestHires may employ to promote accuracy and current public-record reporting.

7.4 Verification Before Reporting

SafestHires may delay final reporting of potentially adverse criminal information while source verification or other accuracy procedures are completed.

Client will not knowingly make an adverse employment decision based solely upon preliminary or unverified database information that SafestHires has identified as requiring further verification.

7.5 Verification Charges

Client agrees to pay applicable court-access, source-access, governmental, researcher, clerk, or other third-party charges associated with source verification unless Client’s applicable pricing expressly includes those charges.

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8. INVESTIGATIVE CONSUMER REPORTS

If Client requests an investigative consumer report as defined by the FCRA, Client agrees to satisfy the requirements of 15 U.S.C. § 1681d and other Applicable Law.

Without limiting those requirements:

a. Client will make the required disclosure that an investigative consumer report concerning character, general reputation, personal characteristics, or mode of living may be prepared;

b. the disclosure required by federal law will be mailed or otherwise delivered to the Consumer no later than three days after the investigative consumer report is first requested;

c. the disclosure will inform the Consumer of the right to request additional information concerning the nature and scope of the investigation and will include the required Summary of Rights;

d. Client will certify to SafestHires that it has made the required disclosure and will comply with the Consumer’s applicable rights; and

e. if a Consumer timely requests disclosure of the nature and scope of the investigation, Client will provide that disclosure within the time required by the FCRA.

SafestHires may require additional certifications before preparing or furnishing an investigative consumer report.

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9. SPECIALIZED SERVICES

9.1 Motor Vehicle Records

If Client requests a motor vehicle record or driver-related information (“MVR”), Client certifies that it has a permissible purpose under the federal Driver’s Privacy Protection Act (“DPPA”), applicable state law, and applicable motor vehicle agency requirements.

Client will obtain any express or written consent required for the MVR.

Client acknowledges that the DPPA specifically permits certain employer or agent uses involving commercial-driver-license information and separately permits access based upon qualifying consent, among other statutory permissible uses.

Client will not resell or redisclose MVR information except as permitted by Applicable Law.

SafestHires may require additional state-specific forms, certifications, registrations, or documentation.

9.2 Financial Risk Searches

Client will request Financial Risk Search information (bankruptcies, judgments, and liens) only when permissible under Applicable Law.

Client is responsible for determining whether the applicable Consumer, position, and jurisdiction permit use of financial risk information for Employment Purposes.

SafestHires may decline to furnish Financial Risk Search information if applicable requirements have not been satisfied.

9.3 Healthcare Sanctions and Exclusions

Healthcare sanctions, exclusions, licensing, credential, and related searches provide information to assist Client.

Client remains responsible for determining applicable licensing, credentialing, federal-program participation, healthcare, reimbursement, and employment requirements.

9.4 Drug Testing and Occupational Screening

SafestHires may coordinate drug testing, occupational screening, laboratory services, collection services, medical-review-officer services, or related services through qualified third-party providers.

SafestHires does not practice medicine and does not independently determine whether an individual is medically fit for employment.

Client is responsible for determining whether testing is permitted and for complying with laws governing testing, disability, privacy, employment, workplace safety, and related matters.

9.5 Medical Information in Consumer Reports

To the extent a Consumer Report furnished for Employment Purposes contains “medical information” regulated by the FCRA, the Parties will comply with the special requirements applicable to such information.

Client acknowledges that the FCRA generally requires specific written consent meeting applicable statutory requirements before qualifying medical information may be furnished for Employment Purposes.

9.6 International Screening

International screening may be subject to foreign privacy, data-protection, criminal-record, employment, identity-verification, consent, localization, and related requirements.

Availability, permissible scope, required documentation, and processing times vary by country and jurisdiction.

SafestHires may require additional authorizations, identity documentation, certifications, or fees before initiating international Services.

9.7 Continuous or Recurring Monitoring

If Client uses continuous, recurring, or post-hire monitoring, Client is responsible for ensuring that it has provided all required disclosures and obtained all required authorizations.

Client is also responsible for applicable adverse-action, fair-chance, collective-bargaining, labor, employment, and other requirements associated with the use of monitoring information.

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10. SAFESTHIRES’ FCRA RESPONSIBILITIES

10.1 Reasonable Compliance Procedures

To the extent SafestHires acts as a CRA, SafestHires will maintain reasonable procedures designed to limit furnishing of Consumer Reports to permissible purposes and otherwise comply with legal obligations applicable to SafestHires.

10.2 User Credentialing

SafestHires will maintain procedures reasonably designed to:

a. obtain certifications concerning prospective users' permissible purposes;

b. verify the identity of new prospective users;

c. reasonably verify the uses certified by new prospective users; and

d. avoid furnishing a Consumer Report when SafestHires has reasonable grounds to believe the report will not be used for a permissible purpose.

10.3 Maximum Possible Accuracy

Whenever SafestHires prepares a Consumer Report subject to 15 U.S.C. § 1681e(b), SafestHires will follow reasonable procedures designed to assure maximum possible accuracy of the information concerning the Consumer to whom the report relates.

10.4 Public Records

When SafestHires reports qualifying public-record information for Employment Purposes, SafestHires will comply with applicable requirements of 15 U.S.C. § 1681k, including the applicable statutory notice procedure or strict-procedures requirement.

10.5 Reporting Limitations

SafestHires will apply federal reporting limitations and other reporting restrictions that Applicable Law imposes upon SafestHires as a CRA.

10.6 Consumer Disputes and Reinvestigations

SafestHires will maintain procedures for handling Consumer disputes and reinvestigations as required by the FCRA and other Applicable Law.

Client will reasonably cooperate with SafestHires when Client possesses information reasonably necessary to investigate or resolve a Consumer dispute.

10.7 Notice of User Responsibilities

SafestHires will provide Client with the prescribed or substantially similar Notice of User Responsibilities required by the FCRA.

10.8 Summary of Consumer Rights

For Consumer Reports furnished for Employment Purposes, SafestHires will provide, or will have previously provided, Client with the prescribed Summary of Consumer Rights as required by the FCRA.

Client is responsible for using the current applicable version when Client is required to furnish that document to a Consumer.

11. SOURCE INFORMATION AND REPORT LIMITATIONS

11.1 Third-Party Sources

Consumer Reports and Services may depend upon information supplied by:

- courts;
- government agencies;
- law-enforcement or official repositories where lawfully available;
- educational institutions;
- employers;
- licensing authorities;
- motor vehicle agencies;
- commercial data sources;
- laboratories;
- collection facilities;
- researchers;
- verification providers; and
- other third-party sources.

11.2 Source Limitations

Third-party sources may experience delays, closures, system outages, incomplete records, clerical errors, access restrictions, changes in procedures, or other circumstances outside SafestHires' reasonable control.

Nothing in this Section limits SafestHires' independent obligations under the FCRA or other Applicable Law.

11.3 Turnaround Times

Unless SafestHires expressly agrees to a specific written service-level commitment, turnaround times are estimates rather than guarantees.

Turnaround may be affected by:

- court closures;
- clerk processing;
- source verification;
- governmental delays;
- identity discrepancies;
- Consumer delays;

- employer or educational-institution response times;
- holidays;
- manual record retrieval;
- laboratory processing;
- foreign governmental procedures;
- weather or emergencies;
- system outages;
- changes in record-access procedures; and
- compliance or accuracy reviews.

A delay caused by circumstances outside SafestHires' reasonable control or by reasonable compliance or accuracy procedures will not, by itself, constitute a breach of this Agreement.

11.4 Report and Workflow Statuses

Terms appearing in reports or the platform such as "clear," "review," "consider," "complete," "pending," or similar terminology are administrative or workflow indicators unless expressly identified otherwise.

Such terminology does not constitute legal advice and does not transfer Client's employment decision to SafestHires.

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12. COMPLIANCE TOOLS, FORMS, AND ADMINISTRATIVE SERVICES

12.1 Compliance Resources

SafestHires may provide sample:

- disclosures;
- authorization forms;
- adverse-action notices;
- checklists;
- workflows;
- informational materials;
- alerts;
- automated processes;
- screening resources; and
- compliance-related tools.

12.2 No Legal Advice

SafestHires is not Client’s legal counsel.

Compliance resources are provided for informational or administrative assistance and do not constitute legal advice, a legal opinion, or a guarantee that Client’s screening program complies with every law applicable to Client.

Client should obtain legal advice from qualified counsel concerning Client’s particular circumstances.

12.3 Automated Adverse Action

If SafestHires provides adverse-action workflow technology or administrative delivery services, SafestHires acts upon Client’s instructions.

Client remains responsible for:

a. deciding whether to initiate adverse action;

b. deciding what information forms the basis of Client’s decision;

c. determining applicable legal requirements;

d. determining required waiting or response periods;

e. reviewing information submitted by the Consumer when legally required or appropriate;

f. deciding whether final adverse action will be taken; and

g. ensuring that Client’s employment decision complies with Applicable Law.

SafestHires’ transmission of a notice at Client’s direction does not make SafestHires the employer or employment decision maker.

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13. CLIENT ACCOUNT AND AUTHORIZED USERS

13.1 Authorized Users

Client will limit access to the SafestHires platform and Consumer Reports to authorized personnel who have a legitimate business need and legally permissible purpose.

13.2 Credentials

Client is responsible for protecting:

- usernames;
- passwords;
- multifactor-authentication credentials;

- API credentials;
- integration credentials; and
- other account-access information.

Client will not knowingly permit unauthorized users to share credentials or access Consumer Reports.

13.3 Unauthorized Activity

Client will promptly notify SafestHires if Client knows or reasonably suspects that:

a. credentials have been compromised;

b. an unauthorized person accessed Consumer Reports;

c. a Consumer Report was ordered without a permissible purpose;

d. Consumer information was improperly disclosed; or

e. Client’s account or the SafestHires platform is being misused.

13.4 Account Activity

Client is responsible for Orders and activities submitted through Client’s account by Client’s authorized users.

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14. CONFIDENTIALITY

14.1 Confidential Information

“Confidential Information” means nonpublic information disclosed by one Party to the other that reasonably should be understood to be confidential, including:

- Consumer Reports;
- Consumer information;
- Client Data;
- pricing;
- proprietary business information;
- security information;
- technology;
- systems;
- trade secrets;
- methods; and

- proprietary materials.

14.2 Protection

Each Party will:

a. use reasonable care to protect the other Party’s Confidential Information;

b. use Confidential Information only for purposes related to this Agreement, legal compliance, or exercising rights under this Agreement; and

c. disclose Confidential Information only to personnel, contractors, professional advisors, or service providers who have a legitimate need for the information and are subject to appropriate confidentiality obligations.

14.3 Exclusions

Confidential Information does not include information the receiving Party can establish:

a. was lawfully known without confidentiality restrictions before disclosure;

b. becomes publicly available without breach of this Agreement;

c. is lawfully received from a third party without a confidentiality obligation; or

d. was independently developed without use of the disclosing Party’s Confidential Information.

14.4 Required Disclosure

A Party may disclose Confidential Information when required by Applicable Law, subpoena, court order, or governmental process.

Where legally permitted, the receiving Party will provide reasonable notice to the disclosing Party and reasonable cooperation regarding efforts to limit the required disclosure.

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15. DATA SECURITY AND PRIVACY

15.1 Safeguards

Each Party will maintain reasonable administrative, technical, and physical safeguards appropriate to the nature and sensitivity of personal information and Consumer Report information under that Party’s control.

15.2 SafestHires Data Processing

SafestHires may collect, use, process, store, transmit, and disclose Client Data as reasonably necessary to:

- provide Services;

- obtain requested records and verifications;
- communicate with Client or Consumers;
- administer Consumer rights;
- investigate disputes;
- perform quality assurance;
- maintain security;
- detect or prevent fraud;
- enforce this Agreement;
- comply with Applicable Law; and
- operate legitimate functions necessary to provide the Services.

15.3 Service Providers

SafestHires may use qualified courts, researchers, data providers, laboratories, collection facilities, verification providers, technology providers, subcontractors, and other service providers as reasonably necessary to perform Services.

Use of service providers does not relieve SafestHires of obligations that Applicable Law expressly imposes upon SafestHires.

15.4 Security Incidents

Each Party will provide notice to the other without unreasonable delay after confirming a security incident affecting information received from the other Party when such notice is required by Applicable Law or is reasonably necessary to enable the other Party to meet applicable legal obligations.

15.5 Disposal

Each Party will use reasonable measures when disposing of Consumer Report information designed to protect against unauthorized access to or use of the information, consistent with Applicable Law.

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16. CLIENT DATA AND ORDER ACCURACY

16.1 Client-Supplied Information

Client is responsible for providing accurate and complete information reasonably necessary to conduct requested Services.

16.2 Incorrect Information

SafestHires is not responsible for errors or incomplete search results directly caused by materially inaccurate or incomplete information supplied by Client or the Consumer, except to the extent SafestHires has an independent obligation under Applicable Law.

16.3 Duplicate Orders

Client is responsible for reviewing Orders before submission.

Duplicate Orders may result in duplicate charges when Services have been initiated.

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17. FEES, ORDER CHARGES, CREDITS, AND PAYMENT

17.1 Charges Begin When an Order Is Initiated

Client acknowledges that SafestHires incurs costs and commits resources when an Order is initiated.

Accordingly:

Client agrees to pay for all Services from the moment a Service or package is ordered.

A Service or package is considered ordered when it is submitted or requested through:

- the SafestHires platform;
- an authorized integration;
- an API;
- an email request;
- an authorized written request; or
- another ordering method accepted by SafestHires.

Charges are not contingent upon:

- the Consumer completing every required step;
- the background check being completed;
- Client reviewing the completed report;
- Client ultimately using the report; or
- Client making an employment decision.

17.2 Services Canceled Before Completion

If a Service is canceled before completion, the charge for that canceled Service will be credited on Client’s next invoice.

This includes, for example, a drug test or other Service that is ordered and subsequently canceled before completion.

Where a package contains multiple individual Services and only one or more individual Services are canceled before completion, the applicable canceled Service charge or charges will be credited.

17.3 No Refunds

SafestHires does not issue refunds.

Amounts eligible for adjustment because of a cancellation under Section 17.2 will be handled as account credits and applied to a subsequent SafestHires invoice rather than returned through cash, check, credit card, ACH, e-check, or another payment method.

Except where Applicable Law requires otherwise:

a. credits may be used only toward amounts owed to SafestHires;

b. credits are not redeemable for cash;

c. credits are not transferable to another Client or account; and

d. unused credits are not converted into refunds upon termination of the account.

17.4 Service Fees

Client will pay fees applicable to Services ordered at the rates displayed or otherwise agreed through Client’s pricing arrangement, Order, proposal, account, or other applicable commercial terms.

17.5 Third-Party and Pass-Through Charges

Client is responsible for applicable third-party charges associated with Services, including where applicable:

- court fees;
- government fees;
- source-verification fees;
- researcher fees;
- clerk fees;
- motor vehicle fees;
- verification fees;
- international access fees;
- laboratory fees;
- collection-site fees; and
- similar pass-through charges.

Third-party or governmental charges may change when the applicable third party or governmental entity changes its fees.

17.6 Taxes

Client is responsible for applicable sales, use, excise, or similar transaction taxes legally imposed upon Client's purchase of Services, excluding taxes imposed upon SafestHires' net income.

17.7 Payment Terms

Unless different terms are expressly agreed, invoices are due within thirty (30) days of the invoice date.

SafestHires may require ACH, credit card, deposit, prepayment, or another payment method based upon Client's account, creditworthiness, volume, payment history, or requested Services.

17.8 Electronic Payment Remittance Requirement

If Client pays electronically, including through:

- ACH;
- e-check;
- electronic bank transfer;
- BILL.com; or
- another online or electronic payment platform,

Client agrees to send SafestHires a remittance email on the same day the payment is issued or initiated.

The remittance email must be sent to:

admin@safesthires.com

The remittance notice should identify, to the extent available:

- Client's name;
- payment amount;
- payment date;
- applicable invoice number or numbers; and
- payment reference, confirmation, or transaction number.

Client acknowledges that SafestHires relies upon the remittance notice to promptly identify and apply electronic payments to Client's account.

If Client fails to provide the required remittance notice, an electronic payment may remain temporarily unidentified or unapplied, resulting in Client's account reflecting an apparent past-due balance.

Client therefore agrees that failure to provide the required remittance notice may result in **temporary suspension of Client's account access for an apparent past-due balance until SafestHires identifies and applies the payment.**

SafestHires will restore access as reasonably appropriate after the payment has been identified and applied and the account is otherwise in good standing.

17.9 Late Amounts

Undisputed amounts not paid when due may accrue interest at the lesser of:

a. one and one-half percent (1.5%) per month; or

b. the maximum rate permitted by Applicable Law.

Client will reimburse SafestHires for reasonable collection costs incurred to collect undisputed past-due amounts to the extent permitted by law.

17.10 Billing Disputes

Client will notify SafestHires of a good-faith invoice dispute within thirty (30) days after the invoice date and provide information reasonably supporting the dispute.

The Parties will work in good faith to resolve the disputed amount.

A dispute concerning one charge does not excuse timely payment of undisputed charges.

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18. PRICE CHANGES

SafestHires may modify standard Service pricing upon at least thirty (30) days' prior notice to Client.

Changes in governmental fees, court fees, source-access fees, researcher fees, database charges, motor vehicle fees, laboratory fees, taxes, or similar third-party pass-through charges may be passed through when they become effective.

Pricing expressly guaranteed for a stated period in a separate written commercial arrangement will remain subject to that arrangement.

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19. INTELLECTUAL PROPERTY

19.1 SafestHires Property

SafestHires and its licensors retain all right, title, and interest in SafestHires':

- software;
- platform;
- interfaces;
- documentation;

- technology;
- methodologies;
- workflows;
- designs;
- report formats;
- trademarks;
- templates; and
- other proprietary materials,

excluding Client Data.

19.2 Limited License

During the term of this Agreement, SafestHires grants Client a limited, nonexclusive, nontransferable right to access and use SafestHires’ platform, Consumer Reports, and Services for Client’s lawful internal business purposes.

19.3 Restrictions

Client will not:

a. reverse engineer or attempt to derive source code from SafestHires’ platform except where such restriction is prohibited by law;

b. circumvent platform security;

c. scrape or systematically extract information except through an authorized integration;

d. resell Consumer Reports except pursuant to a separately approved lawful arrangement;

e. knowingly provide platform access to unauthorized persons; or

f. use SafestHires’ proprietary materials to create an unauthorized copy of SafestHires’ service or platform.

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20. INTEGRATIONS AND THIRD-PARTY SYSTEMS

If Client connects SafestHires to an applicant-tracking system, HRIS, HCM, payroll platform, API, or other third-party technology:

a. Client authorizes SafestHires to exchange information with the third-party system as reasonably necessary to provide the integration;

b. Client is responsible for maintaining Client’s relationship and permissions with the third-party provider;

c. SafestHires is not responsible for a failure or outage caused solely by the third-party system and outside SafestHires’ reasonable control; and

d. additional integration terms or charges may apply.

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21. CREDENTIALING, COMPLIANCE REVIEW, AND SUSPENSION

21.1 Credentialing

SafestHires may verify Client’s:

- legal identity;
- business identity;
- business location;
- intended use of Consumer Reports; and
- permissible purpose

before furnishing Consumer Reports.

21.2 Re-Credentialing

SafestHires may periodically request updated information or certifications when reasonably necessary for compliance or security.

21.3 Compliance Review

SafestHires may request reasonable information concerning:

- permissible purpose;
- Client users;
- disclosure and authorization practices;
- Consumer Report use; or
- other matters reasonably relevant to SafestHires’ legal obligations.

21.4 Suspension

SafestHires may suspend Client’s access to some or all Services if SafestHires reasonably believes:

a. Client lacks a permissible purpose;

b. Client has materially misused Consumer information;

c. Client’s credentials or account have been compromised;

d. Client has materially violated Applicable Law governing Consumer Reports;

e. continued Services present a material security or compliance risk;

f. SafestHires is legally required to suspend Services;

g. Client has failed to pay material undisputed past-due amounts; or

h. an electronic payment remains unidentified or unapplied because Client failed to provide the remittance information required by Section 17.8 and the account consequently reflects a past-due balance.

Where appropriate, SafestHires will restore access after the underlying condition has been satisfactorily resolved.

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22. WARRANTIES

22.1 Authority

Each Party represents that it has authority to enter into this Agreement.

The individual electronically accepting this Agreement on Client’s behalf represents that the individual is authorized to bind Client.

22.2 SafestHires Performance

SafestHires will perform Services in a professional manner and in material compliance with Applicable Law governing SafestHires’ performance of the Services.

22.3 Client Warranties

Client represents and warrants that:

a. its certifications under this Agreement are accurate;

b. Client will maintain a permissible purpose for every Consumer Report ordered;

c. Client’s users are authorized to use Client’s account;

d. Client will comply with Applicable Law governing Client’s procurement and use of Consumer Reports; and

e. Client will not knowingly provide materially false or misleading information to SafestHires.

22.4 Disclaimer

EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT AND WARRANTIES THAT CANNOT LAWFULLY BE DISCLAIMED, SERVICES ARE PROVIDED “AS AVAILABLE.”

SAFESTHIRES DOES NOT WARRANT THAT EVERY THIRD-PARTY SOURCE IS ERROR-FREE, THAT EVERY EXISTING RECORD IS AVAILABLE FROM THE APPLICABLE SOURCE, OR THAT EVERY SERVICE WILL BE COMPLETED WITHIN A PARTICULAR TIME.

NOTHING IN THIS SECTION DISCLAIMS OR LIMITS AN OBLIGATION THAT APPLICABLE LAW EXPRESSLY IMPOSES UPON SAFESTHIRES AS A CONSUMER REPORTING AGENCY.

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23. INDEMNIFICATION

23.1 Client Indemnification

Client will defend, indemnify, and hold harmless SafestHires and its officers, directors, employees, and agents from third-party claims, actions, proceedings, damages, judgments, settlements, penalties, and reasonable attorneys’ fees to the extent arising from:

a. Client obtaining a Consumer Report without a permissible purpose;

b. Client’s failure to make a legally required disclosure;

c. Client’s failure to obtain legally required authorization or consent;

d. Client’s unlawful use or disclosure of a Consumer Report;

e. Client’s employment decision or employment criteria;

f. Client’s failure to satisfy applicable pre-adverse-action or adverse-action requirements;

g. Client’s violation of applicable employment-discrimination law;

h. Client’s unauthorized use of SafestHires’ platform;

i. Client’s material breach of its confidentiality or data-security obligations; or

j. Client’s material breach of this Agreement or Applicable Law.

Client will have no obligation under this Section to the extent the claim was caused by SafestHires’ violation of Applicable Law, material breach of this Agreement, gross negligence, or willful misconduct.

23.2 SafestHires Indemnification

SafestHires will defend, indemnify, and hold harmless Client and its officers, directors, and employees from third-party claims, damages, judgments, settlements, and reasonable attorneys’ fees to the extent directly arising from:

a. SafestHires’ material violation of its obligations under the FCRA while acting as a CRA;

b. SafestHires’ material breach of its confidentiality obligations;

c. SafestHires’ gross negligence or willful misconduct; or

d. SafestHires’ material violation of Applicable Law governing SafestHires’ performance of the Services.

SafestHires will have no obligation under this Section to the extent the claim was caused by Client’s acts, omissions, employment criteria, employment decisions, instructions, or breach of this Agreement.

23.3 Procedure

A Party seeking indemnification will:

a. provide reasonably prompt notice of the claim;

b. reasonably cooperate in the defense; and

c. permit the indemnifying Party to control the defense and settlement.

The indemnifying Party may not settle a claim in a manner that admits wrongdoing by, imposes material nonmonetary obligations upon, or fails to release the indemnified Party without the indemnified Party’s consent, not to be unreasonably withheld.

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24. LIMITATION OF LIABILITY

24.1 Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITY, OR LOSS OF GOODWILL, ARISING FROM THIS AGREEMENT.

24.2 General Liability Cap

Except as otherwise stated in this Section, each Party’s aggregate liability to the other arising from or relating to this Agreement will not exceed the amount paid or payable by Client to SafestHires during the twelve (12) months immediately preceding the event giving rise to the claim.

24.3 Enhanced Cap

SafestHires’ aggregate contractual liability to Client arising from SafestHires’ material breach of confidentiality or data-security obligations or indemnification obligations under Section 23.2 will not exceed two (2) times the amount paid or payable by Client to SafestHires during the twelve (12) months preceding the event giving rise to the claim.

24.4 Exclusions

The foregoing limitations do not limit:

a. Client’s payment obligations;

b. liability for fraud or willful misconduct;

c. Client’s knowing procurement of a Consumer Report without a permissible purpose;

d. Client’s intentional unauthorized sale or disclosure of Consumer Reports; or

e. liability to the extent Applicable Law prohibits its limitation.

24.5 Consumer Rights Unaffected

Nothing in this Agreement limits or waives statutory rights that a Consumer or other third party may possess directly under the FCRA or other Applicable Law.

The limitations in this Section govern the contractual relationship between SafestHires and Client to the extent legally permissible.

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25. TERM AND TERMINATION

25.1 Term

This Agreement begins on the Effective Date and continues until terminated in accordance with this Section.

25.2 Termination Without Cause

Unless a separate written commercial arrangement provides otherwise, either Party may terminate this Agreement upon thirty (30) days’ written notice.

25.3 Termination for Cause

Either Party may terminate this Agreement for a material breach if the breaching Party fails to cure a curable breach within thirty (30) days after receiving written notice.

No cure period is required when:

a. the breach cannot reasonably be cured;

b. Applicable Law requires immediate termination or suspension; or

c. circumstances warrant immediate suspension under Section 21.

25.4 Effect of Termination

Termination does not eliminate:

- payment obligations incurred before termination;
- charges associated with Orders already initiated;

- Consumer dispute obligations;
- legal record-retention requirements;
- confidentiality obligations;
- accrued indemnification rights;
- nonrefundable account-credit provisions; or
- provisions that by their nature survive termination.

25.5 Historical Reports

Following termination, Client’s platform access may be discontinued or limited subject to Applicable Law and SafestHires’ applicable retention practices.

Client remains responsible for maintaining records Client is legally required to retain.

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26. RECORD RETENTION AND DISPOSAL

Each Party is responsible for legal retention requirements applicable to that Party.

SafestHires may retain information for periods reasonably necessary to:

- satisfy FCRA and other legal obligations;
- administer Consumer disputes;
- document permissible purpose;
- maintain required compliance records;
- respond to legal process;
- prevent or investigate fraud;
- maintain audit records;
- enforce contractual rights; and
- establish or defend legal claims.

Each Party will dispose of Consumer Report information in accordance with Applicable Law.

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27. CHANGES IN LAW

Consumer reporting, employment, privacy, fair-chance, criminal-record, data-security, and related laws may change.

SafestHires may modify Services, forms, workflows, procedures, or compliance practices when reasonably necessary to comply with Applicable Law.

If a legal change requires a material amendment to this Agreement, SafestHires may present an updated Agreement for Client's electronic acceptance.

Client remains responsible for monitoring laws applicable to Client's employment decisions and screening practices.

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28. NOTICES

Routine operational communications, invoices, billing notices, service notifications, compliance updates, and similar communications may be delivered electronically to the contact information associated with Client's account.

Client is responsible for maintaining current contact information.

Payment remittance notices required by Section 17.8 must be sent to:

admin@safesthires.com

Formal dispute notices under the arbitration provisions below may also be sent to **admin@safesthires.com**, unless another method is required by Applicable Law or applicable arbitration rules.

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29. PUBLICITY

Neither Party may use the other Party's trademarks, logos, or name in a public endorsement, case study, press release, or advertisement without prior authorization, except as required by Applicable Law.

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30. INDEPENDENT CONTRACTORS

The Parties are independent contractors.

Nothing in this Agreement creates a partnership, joint venture, franchise, employment relationship, fiduciary relationship, or general agency relationship between SafestHires and Client.

SafestHires may perform limited administrative functions at Client's direction without becoming Client's employment decision maker or agent for purposes beyond those expressly assigned functions.

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31. FORCE MAJEURE

Neither Party will be liable for delay or failure of performance resulting from circumstances beyond that Party's reasonable control, including:

- natural disasters;
- severe weather;
- fires;
- floods;
- war;
- terrorism;
- civil unrest;
- governmental action;
- court closures;
- government system outages;
- widespread telecommunications or Internet failures;
- labor disruptions;
- utility failures; or
- failure or unavailability of critical third-party record sources.

This Section does not excuse payment obligations for Services already ordered, subject to credits expressly required by Section 17.2.

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32. ASSIGNMENT

Neither Party may assign this Agreement without the other Party's prior written consent, which will not be unreasonably withheld.

Either Party may assign this Agreement without consent in connection with a merger, corporate reorganization, change of control, or sale of substantially all of the assigning Party's relevant assets, provided the successor assumes the assigning Party's obligations.

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33. GOVERNING LAW

Except for Section 34, which is governed by the Federal Arbitration Act, this Agreement will be governed by the laws of the State of Texas without regard to conflict-of-law principles.

This choice of law is intended to govern interpretation of the contractual relationship between SafestHires and Client and does not create substantive statutory rights under Texas law where such rights would not otherwise apply.

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34. ARBITRATION AND CLASS ACTION WAIVER

34.1 Agreement to Arbitrate

Except for matters expressly excluded below, SafestHires and Client agree that any claim, dispute, or controversy arising out of or relating to:

- this Agreement;
- an Order;
- the Services;
- Client’s account;
- the Parties’ business relationship;
- interpretation or enforcement of this Agreement;
- breach or termination of this Agreement; or
- provision or use of SafestHires technology or Consumer Reports

will be resolved through final and binding arbitration.

The arbitration agreement is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq.

34.2 Informal Resolution

Before initiating arbitration, the Party asserting a claim will provide the other Party with written notice reasonably describing:

a. the nature of the dispute;

b. the material facts supporting the dispute; and

c. the relief requested.

The Parties will attempt in good faith to resolve the dispute informally before an arbitration demand is filed.

34.3 Arbitration Administrator and Rules

Arbitration will be administered by the American Arbitration Association (“AAA”) before one arbitrator.

Because Client is entering this Agreement as a business entity, the AAA Commercial Arbitration Rules will apply unless Applicable Law or the AAA requires otherwise.

If the Parties cannot mutually agree upon an arbitrator, the arbitrator will be selected pursuant to applicable AAA procedures.

34.4 Arbitrator Authority

The arbitrator may award any individual remedy or relief available under Applicable Law and this Agreement.

Except for issues concerning the enforceability of the Class Action Waiver that Applicable Law requires a court to determine, questions concerning the scope, applicability, interpretation, validity, or enforceability of this arbitration provision will be determined by the arbitrator to the extent permitted by Applicable Law.

34.5 Exceptions

The arbitration requirement does not prevent either Party from:

a. pursuing an individual matter in a small claims court where the matter falls within that court’s jurisdiction;

b. requesting a temporary restraining order, preliminary injunction, or other provisional equitable remedy where necessary to prevent immediate harm; or

c. seeking judicial relief relating to actual or threatened infringement, misuse, or misappropriation of intellectual property, trade secrets, or confidential information where such relief is legally available.

Any court proceeding permitted under this Section will be brought, to the extent legally permissible, in a state or federal court located in **Collin County, Texas**, and each Party consents to such jurisdiction and venue.

34.6 Class Action Waiver

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAFESTHIRES AND CLIENT AGREE THAT CLAIMS BETWEEN THEM WILL BE BROUGHT ONLY ON AN INDIVIDUAL BASIS.

NEITHER PARTY WILL SEEK TO HAVE A CLAIM HEARD AS A CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION AGAINST THE OTHER PARTY.

The arbitrator may not consolidate claims of separate parties or preside over a class or representative proceeding unless SafestHires and Client expressly agree otherwise in writing or Applicable Law requires otherwise.

34.7 Jury Trial Waiver

TO THE EXTENT A CLAIM IS PERMITTED TO PROCEED IN COURT RATHER THAN ARBITRATION, SAFESTHIRES AND CLIENT KNOWINGLY AND VOLUNTARILY WAIVE TRIAL BY JURY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

34.8 Survival

This Section survives termination of this Agreement.

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35. ELECTRONIC ACCEPTANCE AND RECORDS

35.1 Electronic Agreement

Client agrees that this Agreement may be entered into electronically.

An electronic signature, electronic acceptance, or electronic record will not be denied legal effect solely because it is electronic.

35.2 Authority

The person electronically accepting this Agreement on Client’s behalf represents and warrants that the person has authority to legally bind Client.

35.3 Electronic Record

SafestHires may maintain an electronic record of Client’s acceptance, including:

- Client identity;
- user identity;
- agreement version;
- date and time of acceptance;
- electronic acceptance event;
- Internet Protocol address where collected; and
- other reasonable audit information.

35.4 Retention

SafestHires may retain the electronically accepted Agreement and related acceptance record in a form capable of accurate reproduction for later reference.

Client may retain or reproduce a copy of the Agreement for Client’s records.

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36. RELATIONSHIP TO WEBSITE TERMS

SafestHires may maintain separate general website Terms of Service governing access to SafestHires websites and other online services.

For Client’s procurement and use of SafestHires’ business background-screening Services, **this Service Agreement controls over inconsistent provisions of general website Terms of**

Service to the extent of the inconsistency.

General website terms may continue to apply to matters not addressed by this Agreement.

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37. NO THIRD-PARTY BENEFICIARIES

This Agreement governs the contractual relationship between SafestHires and Client and does not create contractual rights in third parties except for persons expressly entitled to indemnification under this Agreement.

Nothing in this Section affects statutory rights Consumers possess independently under the FCRA or other Applicable Law.

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38. WAIVER AND SEVERABILITY

A Party’s failure to enforce a provision of this Agreement does not constitute a waiver of that provision.

If a provision is determined to be invalid or unenforceable, it will be enforced to the maximum extent legally permissible and the remaining provisions will remain effective, subject to any specific severability provision applicable to Section 34.

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39. ORDER OF PRECEDENCE

If documents governing Client’s Services conflict, the following order of precedence applies unless a document expressly states otherwise:

1. a mutually executed or electronically accepted amendment expressly modifying this Agreement;
2. a mutually accepted Order expressly stating that it modifies a provision of this Agreement;
3. this Service Agreement;
4. other applicable pricing schedules, Orders, or commercial documents; and
5. general website terms or online documentation.

A Client purchase order or procurement form issued solely for administrative purposes does not modify this Agreement unless SafestHires expressly accepts the modification.

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40. AMENDMENTS

This Agreement may be amended by:

a. a writing agreed by authorized representatives of both Parties;

b. a mutually accepted electronic amendment; or

c. a replacement agreement presented by SafestHires and affirmatively electronically accepted by Client.

Changes to third-party pass-through charges do not require amendment of this Agreement.

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41. ENTIRE AGREEMENT

This Agreement, together with applicable Orders and expressly incorporated documents, constitutes the agreement between SafestHires and Client concerning Client's procurement and use of the Services.

It supersedes prior or contemporaneous discussions, representations, or agreements concerning the same subject matter, except for obligations expressly intended to remain effective.

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42. SURVIVAL

Provisions concerning:

- amounts owed;
- credits;
- confidentiality;
- Consumer information;
- intellectual property;
- indemnification;
- limitation of liability;
- record retention;
- dispute resolution;
- governing law; and
- provisions that by their nature should survive

will survive termination.

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43. CLIENT CONTINUING ACKNOWLEDGMENT AND CERTIFICATION

By electronically accepting this Agreement and by subsequently requesting Consumer Reports from SafestHires, Client acknowledges, certifies, and agrees that:

1. Client will obtain Consumer Reports only for legally permissible purposes.
2. Client will identify and certify its permissible purpose to SafestHires.
3. For Consumer Reports obtained for Employment Purposes, Client will provide legally required disclosures before requesting the Consumer Report.
4. Client will obtain legally required authorization before requesting the Consumer Report.
5. Client will comply with applicable pre-adverse-action requirements.
6. Client will comply with applicable final adverse-action requirements.
7. Consumer Report information will not be used in violation of applicable federal or state equal employment opportunity law or regulation.
8. Client is responsible for applicable state and local requirements governing Client’s use of background information.
9. Client will restrict access to Consumer Reports to authorized personnel with a permissible purpose.
10. Client understands that SafestHires does not make Client’s employment decisions.
11. Client is responsible for establishing and applying Client’s employment criteria.
12. Client agrees to and authorizes the criminal-database source-verification procedures described in Section 7.
13. Client understands that SafestHires’ source-verification procedures are designed to support accurate and current reporting but that the FCRA does not impose a blanket statutory requirement that every criminal database result be source verified in every circumstance.
14. Client agrees to pay applicable source-verification and third-party access charges in accordance with Client’s pricing.
15. Client understands that charges begin when a Service or package is ordered.
16. Client understands that a Service canceled before completion will be credited on Client’s next invoice as described in Section 17.2.
17. Client understands that SafestHires does not issue refunds except where Applicable Law requires otherwise.
18. Client agrees to provide the same-day remittance notice required by Section 17.8 when paying electronically.
19. Client acknowledges receipt of, or access to, the applicable Notice of User Responsibilities under the FCRA.

20. Client acknowledges receipt of, or access to, the prescribed Summary of Consumer Rights under the FCRA.
21. These certifications are continuing certifications applicable to Consumer Reports requested by Client until Client notifies SafestHires that a certification is no longer accurate.

SafestHires may rely upon these certifications in determining whether to furnish Consumer Reports to Client.

ELECTRONIC ACCEPTANCE

NO HANDWRITTEN OR SEPARATE SIGNATURE IS REQUIRED.

By affirmatively clicking the electronic acceptance control presented with this Agreement, the authorized representative accepting on behalf of Client confirms that:

- the representative has reviewed this Agreement;
- the representative has authority to bind Client;
- Client accepts and agrees to this Agreement;
- Client makes the certifications contained in this Agreement; and
- the electronic acceptance constitutes Client’s signature and agreement to be legally bound.

SafestHires’ electronic record of acceptance will evidence the Effective Date and Client’s acceptance of this Agreement.