

ePosterCenter™ - Terms of Use Agreement

Elite Business Ventures, LLC. ("EBV"), a Delaware Corporation, principally located at 13700 Stowe Drive, Poway, CA 92064, has developed an online service, ("ePosterCenter") that helps employers to address ongoing compliance with labor law poster requirements for their remote workers and non-traditional work sites. EBV makes ePosterCenter available to consumers directly through its web site(s) ("Sites"), or indirectly through its affiliate partners ("Partners").

You are being provided this Terms of Use agreement because (a) You have purchased ePosterCenter from one of EBV's Sites, (b) you been provided access by one of EBV's Partners, (c) an entity which has an agreement with EBV or its affiliate authorizing its use of ePosterCenter ("Customer") is authorizing your access to ePosterCenter, or (d) EBV has authorized your use of ePosterCenter and as such, you are an ePosterCenter end user ("End User"). EBV is willing to grant you ("You") such access and use, as an End User, all in accordance with the terms and conditions herein, referred to as the "**Terms of Use Agreement**", which shall govern Your access to and use of the ePosterCenter Platform.

This Agreement is effective upon the date that the ePosterCenter Platform is made available to You.

EBV may change, modify, add or remove portions of this Terms of Use Agreement (each, an "**Update**") from time to time with or without prior notice, and such Updates will be effective immediately, and EBV encourages End User to frequently review this Terms of Use Agreement. In the event of an Update, the "Last Updated" date above will be updated. End User's continued use of the ePosterCenter Platform confirms its acceptance of the Update. If End User does not agree to the updated Agreement, End User must discontinue using the ePosterCenter Platform.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING TO INDICATE ACCEPTANCE OR BY USING THE EPOSTERCENTER PLATFORM, END USER AGREES THAT YOU HAVE READ AND UNDERSTAND, AND AGREE TO, THE TERMS OF THIS AGREEMENT, AND THAT THE PERSON ACCEPTING THIS AGREEMENT HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT. If You does not accept this Agreement, do not "ACCEPT" the terms and conditions, and not use or access the ePosterCenter Platform.

Privacy Policy

Please refer to the EBV Privacy Policy (the "**Privacy Policy**") at www.ePosterCenter.com/privacypolicy for information regarding how EBV collects, uses and discloses information about End User in connection with the ePosterCenter Platform. End User consents to the collection, use and disclosure of its personal information in accordance with this Agreement and the Privacy Policy.

1 Definitions.

- 1.1 "**Authorized User**" means a person employed or engaged by Customer and authorized by Customer to use the ePosterCenter Platform for Customer's benefit in accordance with this Agreement, and to whom a password-protected account for use of the ePosterCenter Platform has been created.
- 1.2 "**Confidential Information**" means all information disclosed or made available by one party to the other in connection with this Agreement. EBV's Confidential Information includes without limitation the features and functions of the ePosterCenter application that are not available to the general public, all content within the ePosterCenter application, product plans, software and software documentation and specifications, and all ePosterCenter application audit, performance and security test results (whether conducted by EBV or Customer or End User or any third party). Confidential Information includes without limitation End User's Data.
- 1.3 "**Customer**" means the entity which has entered into an agreement with EBV or its affiliate to purchase and subscribe to ePosterCenter. For the purpose of this Agreement, the individual entering the agreement with EBV or its affiliate is both an End User and a Customer.
- 1.4 "**Customer Subscription**" means the paid subscription as a result of an "Order Form" submitted by the Customer.
- 1.5 "**Customer Data**" means all data and information provided, submitted and/or otherwise inputted into the ePosterCenter Platform by Customer and/or Authorized Users.
- 1.6 "**ePosterCenter Platform**" means EBV's proprietary platform product comprising of hardware, software, content, information and hosted services, and as made available by EBV to Customer pursuant to an Order Form, and including all upgrades, updates, and modifications thereto, and all content therein other than Customer Data.
- 1.7 "**Standard Labor Law Notices**" means the labor law notices which are mandatory for employers to provide to employees per applicable labor laws AND apply to ALL businesses regardless of their size (# of employees or revenue), or industry.
- 1.8 "**Specialized Labor Law Notices**" means the labor law notices which may or may not be mandatory for employers to provide to employees per applicable labor laws AND apply only to specific businesses based on their size (# of employees or revenue), or industry.
- 1.9 "**Order Form**" means the written (including digital) order form entered into between EBV or its affiliate and Customer identifying the ePosterCenter Platform to be made available to Customer, the Subscription Term, the fees payable by Customer to EBV, and such other terms as EBV may require.

- 1.10 **"Subscription Term"** means the period of time during which EBV or its affiliate will make the ePosterCenter Platform available to Customer pursuant to the Order Form. The Subscription Term may include a trial period.

2 Usage Rights and Restrictions.

- 2.1 **End User's Rights.** Subject to the terms of this Agreement (Including the Order Form), EBV grants you, End User, a limited, non-transferable, non-exclusive, non-sublicensable, personal right to use, at its own cost and expense, to access and use the ePosterCenter Platform and to view the content therein specifically intended for End User, for as long as the "Customer Subscription" remains active, and as long End User remains authorized for use by Customer. End User will use the ePosterCenter Platform in accordance with all applicable laws. End User acknowledges that nothing herein obligates EBV to deliver or otherwise make available any copies of computer programs or code from the ePosterCenter Platform, whether in object code or source code form.
- 2.2 **General Restrictions.** END USER MAY NOT DOWNLOAD OR PRINT CONTENT FROM THE EBV PLATFORM WITH INTENT TO DISTRIBUTE OR SHARE. END USER MAY NOT DISTRIBUTE SUCH CONTENT WITH OTHERS. End User shall not, directly or indirectly, (i) license, sublicense, sell, resell, rent, lease, transfer, distribute, time share or otherwise commercially use or make the ePosterCenter Platform, or content provided by the ePosterCenter Platform, available to any third party, in each case other than as expressly permitted herein or in an agreement between Customer and EBV; (ii) make derivative works of, disassemble, reverse compile or reverse engineer any part of the ePosterCenter Platform or its documentation, or access the ePosterCenter Platform or its documentation to build a similar or competitive product or service, or to create the source code or structural framework of the ePosterCenter Platform; (iii) use the ePosterCenter Platform to send spam or otherwise send content in violation of applicable laws; or (iv) use the ePosterCenter Platform to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material. End User may not remove or alter any of the logos, trademark, patent or copyright notices, confidentiality or proprietary legends or other notices or markings within the ePosterCenter Platform or ePosterCenter Platform documentation. In addition, End User shall not, directly or indirectly, (a) use any robot, spider, site search or retrieval mechanism or other manual or automatic device or process to retrieve, index, data mine, or in any way reproduce or circumvent the navigational structure or presentation of the ePosterCenter Platform, (b) harvest or collect information about or from other users of the ePosterCenter Platform (c) probe, scan or test the vulnerability of the ePosterCenter Platform, nor breach the security or authentication measures on the ePosterCenter Platform, or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the ePosterCenter Platform (d) attempt to gain unauthorized access to the ePosterCenter Platform or its related systems or networks, (e) use the ePosterCenter Platform for benchmarking purposes, or for any illegal purpose, or (f) create Internet "links" to the ePosterCenter Platform or "frame" or "mirror" any content therein without prior written authorization by EBV.
- 2.3 **Security.** In the event there are Login credentials, they are to be considered personal and unique to each individual End User and may not be shared or used by any other person. End User shall ensure the security of its account ID, password, and connectivity with the ePosterCenter Platform. If any administrative account ID or password is stolen or otherwise compromised, End User shall immediately change the password and inform EBV of the compromise.
- 2.4 **Changes to the ePosterCenter Platform.** EBV may make upgrades and improvements to the ePosterCenter Platform from time to time. EBV may also modify or delete any features of the ePosterCenter Platform, and may substitute old features with new features, as may be necessary to meet applicable laws or industry-standard requirements or demands or requirements of third-party service providers, or otherwise in its discretion.
- 2.5 **Suspension.** EBV may suspend provision of the ePosterCenter Platform at any time, with or without notice to Customer and without liability, for any reason.
- 2.6 **Feedback.** End User hereby assigns to EBV all right, title and interest in and to all feedback, suggestions, ideas, improvements and other comments provided by End User to EBV relating to the ePosterCenter Platform (excluding End User Data) (collectively, "Feedback"), and EBV will have the unrestricted right to use and disclose Feedback into and in connection EBV products and services, without duty or obligation to End User, and End User acknowledges that any improvements, modifications and changes arising from or in connection with the its contribution to the ePosterCenter Platform are the exclusive property of EBV; *provided, however*, that EBV will not use End User's name in connection with any such use or disclosure. Feedback constitutes EBV's Confidential Information.
- 2.7 **Third Party Links.** Links to other websites, if any, may be provided within the ePosterCenter Platform for convenience only, and by accessing such links End User agrees that EBV has no liability to End User for use of or reliance upon such links. EBV does not represent or warrant that links are accurate, complete, reliable, useful, timely or current. EBV has not reviewed all of the links and is not responsible for the contents of any linked site. The inclusion of any link does not imply endorsement by EBV of the site. Use of any such linked web site is at End User's own risk.
- 3 **Ownership.** End User shall retain all right, title and interest to its own personal information. EBV shall retain all right, title and interest in and to (i) the ePosterCenter Platform, the ePosterCenter documentation and content, and all improvements, modifications and/or enhancements thereto (regardless of the source of inspiration for any such enhancement or modification and regardless of whether End User has provided input regarding such modifications and/or enhancements), and all inventions or discoveries embodied within or covered by the ePosterCenter Platform; (ii) all proprietary education or training content provided by EBV; and (iii) materials related to EBV's processes and methodologies. No right, license, title or interest is granted by EBV to End User to the ePosterCenter Platform, or any other technology owned or controlled by EBV, or in or to any intellectual property rights relating to the foregoing (including without limitation patent rights), whether by implication or estoppel or otherwise, and EBV reserves all rights not expressly granted herein. Products acquired for use within or for any United States federal

agency are provided with "LIMITED RIGHTS" and "RESTRICTED RIGHTS" as defined in DFARS 252.227-7013 and FAR 52.227-19.

- 4 **Data.** Notwithstanding any other term of this Agreement, EBV may develop, use and disclose, and shall retain all right, title and interest in and to, all transactional, use and performance data related to use of the ePosterCenter Platform, which may include aggregated and anonymized or statistical data based upon Authorized Users' use of the ePosterCenter Platform and End User Data, provided that EBV may not disclose any of such data to the extent the End User may be identified therefrom.

5 **Disclaimer of Warranties; No Legal Advice.**

5.1 **GENERAL DISCLAIMER.** EBV AND ITS AFFILIATES DISCLAIM AND EXCLUDE, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE, COLLATERALLY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND THE EBV PLATFORM AND ALL ELEMENTS THEREOF (INCLUDING WITHOUT LIMITATION SOFTWARE AND HOSTED SERVICES) IS MADE AVAILABLE HEREUNDER "AS IS" AND WITHOUT WARRANTY. EBV AND ITS AFFILIATES DO NOT GUARANTEE OR WARRANT THAT ANY ELEMENT OF THE EBV PLATFORM IS ERROR- OR DEFECT-FREE OR UNINTERRUPTED, OR THAT ERRORS OR DEFECTS CAN OR WILL BE CORRECTED, AND EBV AND ITS AFFILIATES ARE NOT OBLIGATED TO PROVIDE TECHNICAL SUPPORT OR MAINTENANCE WITH RESPECT TO THE EBV PLATFORM. ALTHOUGH EBV USES COMMERCIALY REASONABLE SECURITY MEASURES, EBV AND ITS AFFILIATES DO NOT REPRESENT OR WARRANT THAT THE EBV PLATFORM IS COMPLETELY SECURE, AND CUSTOMER ACKNOWLEDGES THAT THE EBV PLATFORM AND CUSTOMER DATA MAY BE ACCESSED OR USED BY THIRD PARTIES DESPITE SUCH MEASURES.

5.2 **Documents.** Some documents that are accessible in the ePosterCenter Platform may have been added by Customer, or allow Customer to customize the document for its own use, including but not limited to handbooks, letters, and policies. EBV IS NOT LIABLE OR RESPONSIBLE FOR ANY CUSTOMER-PROVIDED DOCUMENT, OR FOR CUSTOMER'S MODIFICATION OF EBV PLATFORM CONTENT.

5.3 **NO LEGAL ADVICE.** THE EBV PLATFORM IS PROVIDED FOR INFORMATION PURPOSES ONLY AND IS NOT INTENDED TO BE A DEFINITIVE OR COMPLETE STATEMENT OF THE LAW OR LEGAL ADVICE ON ANY GIVEN SUBJECT. **NEITHER EBV NOR ITS AFFILIATES ARE A LICENSED LAW FIRM OR ATTORNEY AND THE EBV PLATFORM AND CONTENT DOES NOT CONSTITUTE THE PRACTICE OF LAW NOR THE PROVISION OF LEGAL ADVICE, AND IS NOT INTENDED TO REPLACE LEGAL ADVICE.** NEITHER EBV NOR ITS AFFILIATES GUARANTEE OR GIVE ANY WARRANTY, REPRESENTATION OR UNDERTAKING (WHETHER EXPRESS OR IMPLIED) AS TO THE ACCURACY, CURRENCY OR COMPLETENESS OF THE CONTENT OF THE EBV PLATFORM.

End User acknowledges that EBV and its affiliates do not provide legal advice regarding compliance with laws, rules or regulations in the jurisdictions in which End User uses the ePosterCenter Platform, including those related to data privacy or employment or labor matters. End User acknowledges that the ePosterCenter Platform may be used in ways that do and do not comply with such laws, rules or regulations

The purpose of the ePosterCenter application, and all other features and functionality of the ePosterCenter application, is to provide United States State and Federal labor law notices to Authorized users and provide Customer's administrative Authorized Users the ability to manage the use of ePosterCenter by Authorized Users. End User must consult an attorney for all legal matters relating to labor and employment law compliance needs. End User must not act or rely on any information provided by the ePosterCenter application without seeking the advice of an attorney licensed to practice law in the applicable jurisdiction.

6 **Indemnification.**

End User will defend, indemnify and hold EBV and its affiliates and its and their officers, directors, employees and agents, and EBV's licensors and third party vendors and suppliers, and Partners from and against any and all liabilities, losses, damages, claims, allegations, actions, demands, fines, penalties, costs and expenses (including without limitation reasonable attorneys' fees) ("**Losses**") arising out of or relating to (i) Customer's use of the Product except to the extent such Losses are covered by EBV pursuant to its indemnification obligation in Section **Error! Reference source not found.**; (ii) Customer Data; and (iii) Customer's breach of this Agreement.

- 7 **Limited Guarantee.** Subject to the terms of this Agreement, EBV guarantees that the ePosterCenter Platform will reflect the latest and most up-to-date state and federal **Standard Labor Law Notices**, and will stay updated with the applicable mandatory changes in United States state and federal labor law posting requirements for Standard Labor Law Notices during the Subscription Term ("**Limited Guarantee**").

If EBV's violation of the Limited Guarantee causes Customer to pay a federal or state levied fine ("Fine"), then EBV will reimburse Customer for the Fine, so long as, at the time of the issuance of the Fine, (i) Customer is not in breach of this Agreement and Customer and affiliate (if applicable) has complied with all requirements of EBV, (ii) Customer and EBV affiliate, if applicable, is not in arrears in its payment obligations hereunder, and (iii) the Fine is as a result of a failure by the ePosterCenter Platform to provide compliant state and federal Standard labor Law Notices.

The Limited Guarantee does not apply to any Specialized Labor Law Notices, nonstandard industry-specific notices, sector-specific notices, municipal or location-specific notices, or any other specialized notice that is not issued by a United States federal or state agency.

The maximum aggregate amount of reimbursement under this Section 10 is limited to the lesser of the amount of the specific Fine or \$25,000. Fine reimbursement is per Customer, without regard to the amount of the Fine(s), and reimbursement is only payable if the following conditions are met: (a) Customer is an active subscriber of the ePosterCenter prior to the time the fine is issued; (b) EBV has, on record, at the time the fine is issued, a valid and current person specific email address (i.e. not admin@example.com, or sales@example.com) and accurate location information for each Authorized User, (c) Customer and its Authorized Users have not opted out of future emails or otherwise requested that EBV or its affiliate not contact Customer, (d) Customer notifies EBV or Partner or Affiliate of the fine within ten (10) days of payment of the fine, and (e) Customer provided EBV or Partner or EBV's affiliate with all necessary information to enable it to present the Product to Authorized Users, (f) Customer has posted the content provided by EBV as part of the Product in a manner which complies with the requirements of the agency imposing the Fine .

THE FOREGOING REPRESENTS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND EBV'S SOLE LIABILITY, FOR VIOLATION OF THE LIMITED GUARANTEE.

The Limited Guarantee may be amended, modified, or discontinued in EBV's sole discretion at any time hereto by providing notice to Customer of the change.

8 Limitations of Liability.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT, UNLESS AGREED TO IN WRITING BETWEEN CUSTOMER AND EBV, WILL EBV NOR ANY OF ITS AFFILIATES BE LIABLE TO CUSTOMER OR AUTHORIZED USERS OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF REVENUE, PROFITS, DATA OR DATA USE, OR FOR OTHER ECONOMIC DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH DAMAGES WERE FORESEEABLE, AND EBV'S MAXIMUM AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT, ON THE BASIS OF ANY THEORY OF LIABILITY OR CAUSE OF ACTION, SHALL BE LIMITED TO \$1.00 (ONE DOLLAR).

Both Parties acknowledge that disclaimers and limitations of liability reflect the allocation of risk set forth in this Agreement as agreed by the parties and that the parties would not enter into this Agreement without these limitations on their liability.

9 Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of California without regard to conflict of laws provisions.

10 Arbitration. Both parties agree to first attempt to negotiate any dispute (except those expressly excluded below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations will begin upon written notice from one party to the other. If the parties cannot come to a resolution within thirty (30) days of commencement of informal negotiations, either party may choose to have the dispute (except those expressly excluded below) finally and exclusively resolved by binding arbitration in San Diego, California. This election to arbitrate is final and binding. The Streamlined Arbitration Rules and Procedures (the "**Rules**") of JAMS (available on the JAMS website, www.jamsadr.com) will govern the binding arbitration. The Federal Arbitration Act determines whether a dispute is subject to arbitration. Arbitration fees and the parties' share of arbitrator compensation will be governed by the Rules. Both parties agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Program or this Agreement must be filed within 100-days after such claim or cause of action arose or will be forever barred. The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand. The parties shall cooperate to ensure that the arbitration process is completed within the ninety (90) day period. The parties shall cooperate in exchanging and expediting discovery as part of the arbitration process. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will decide in writing but need not provide a statement of reasons unless requested by a party. The written decision of the arbitrator (which will provide for the payment of costs) will be absolutely binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or a decree in equity, as circumstances may indicate. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, both parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. Customer further agrees that Company shall be entitled, in addition to damages, unpaid fees, costs and interest, to recover the costs of the arbitration proceedings as well as any collection proceedings, as necessary, including reasonable attorneys' fees. In the event it shall be necessary to obtain a court order confirming any such arbitral award, or to otherwise bring a court proceeding, Customer shall submit to the jurisdiction of any court of competent jurisdiction sitting in San Diego, California. This arbitration provision remains in full force and effect notwithstanding the nature of any claim or defense related to it. Each Party waives any claim that JAMS does not have jurisdiction or is an inconvenient forum. Except as otherwise provided in this Agreement, both parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. CUSTOMER UNDERSTANDS THAT ABSENT THIS SECTION 10, CUSTOMER WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL, AND SO CUSTOMER HEREBY WAIVES THE RIGHT TO A JURY TRIAL. BOTH PARTIES AGREE THAT ANY ARBITRATION WILL BE LIMITED TO THE DISPUTE BETWEEN THE PARTIES. TO THE FULL EXTENT PERMITTED BY LAW: (1) NO ARBITRATION WILL BE JOINED WITH ANY OTHER; (2) CUSTOMER WAIVES ANY RIGHT TO COMMENCE A CLASS-ACTION SUIT; AND (3) NO DISPUTE MAY BE BROUGHT IN A REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR ANY OTHER PERSONS. If a dispute arises between the parties for which monetary relief is inadequate and where a party may suffer irreparable harm in the absence of an appropriate remedy, the

injured party may apply to any court of competent jurisdiction for equitable relief, including without limitation a temporary restraining order or injunction, without proving damages or posting a bond.

11 Miscellaneous.

- 11.1 Export Control Laws. Each party shall comply with the export control laws of the United States which are applicable to the ePosterCenter Platform, and which may prohibit use of the ePosterCenter Platform in certain sanctioned or embargoed countries.
- 11.2 Waiver, Entire Agreement and Amendments, Representations, Severability and Purchase Orders. The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, will not be construed to be a waiver of such provisions, or in any way affect the right of either party to enforce such provision thereafter. This Agreement encompasses the entire agreement between End User and EBV with respect to the subject matter hereof and supersedes all prior representations, agreements and understandings, written or oral. This Agreement may not be altered, amended or modified except by written instrument signed by the duly authorized representatives of both parties, or as updated by EBV pursuant to the terms of this Agreement. End User acknowledges and agrees that in entering into this Agreement it does not rely on any statement, representation (whether innocent or negligent) assurance or warranty (whether or not in writing) of EBV, an EBV affiliate or any other person (whether or not party to this Agreement) other than as expressly set out in the Agreement. If any provision, or portion thereof, of this Agreement is or becomes invalid under any applicable statute or rule of law, it is to be deemed stricken and the rest of the Agreement shall remain in full force and effect.
- 11.3 Assignment. End User may not transfer or assign this Agreement, including by merger or operation of law, without EBV's prior written consent, and any such attempted assignment shall be void and of no force or effect. EBV may assign this Agreement in its discretion.
- 11.4 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

PLEASE PRINT THIS SERVICES AGREEMENT FOR YOUR RECORDS.