

# SUBSCRIBER USER AGREEMENT

This SUBSCRIBER USER AGREEMENT (the "Agreement") is entered into and effective instantly upon clicking the "AGREE" icon immediately below the Agreement (the "Effective Date") BY and BETWEEN you (the Subscriber) and Referee, Inc., a company located in Lancaster, California and with its mailing address at 44349 Lowtree Ave, Ste 114, Lancaster CA 93534 (the "the Company") (with either the Company or the Subscriber also referred to as the "Party" or collectively as the "Parties") as follows:

## WHEREAS,

- a. The Company is a cloud-based software-as-a-service (SaaS) Corporation that stores and shares basic employee reference data with verified subscribers (employers) for the purposes of assisting human resource representatives (the "Authorized Users") in electronically verifying select applicant information.
- b. The Company offers subscriptions for its users to access and use its two-fold Product/Services through its cloud database known as Recorded Employee Filing System (R.E.F.S.™) (the "Services").
- c. The Subscriber wishes to use the Services offered by the Company for its internal business purposes, specifically by its Authorized Users to verify select applicant information electronically.
- d. The Company is willing to provide access to the Services for the Subscriber's use pursuant to the terms set forth in this Agreement.

## NOW, THEREFORE,

In consideration of the foregoing premises, which are hereby incorporated into this Agreement, and in consideration of the mutual promises made herein, the receipt and sufficiency of which are hereby acknowledged, the Company and the Subscriber further agree as follows:

### 1. The Services

- 1.1. The Subscriber acknowledges that as a legally constituted organization and with a limited scope, the Company is only authorized to offer the following products through its R.E.F.S.™ and that the Subscriber expects nothing more than the following from the Company:
  - i. Patent-pending Electronic Employment Verification™ tool used in electronically cross-referencing an applicant's employment experiences without making any phone calls or sending any emails and without the need for sensitive applicant information.
  - ii. Data Share™: A patent-pending application that allows the Authorized Users to securely share basic applicant reference data by uploading it into an encrypted cloud-based system (R.E.F.S.™) where other related subscribers can access it through the utilization of the Electronic Employment Verification™ tool.

### 2. Subscription

- 2.1. The Subscriber confirms that upon granting it access to use the Services offered by the Company, the Subscriber shall expect only a limited, non-exclusive, and a non-transferable right to access and use and that the Subscriber shall permit the Authorized Users to access and use the Services only for the Subscriber's internal business use.
- 2.2. The Subscriber further confirms that the Services shall not be used by the Subscriber and/or its Authorized Users for, or on behalf of, any third party that is not party to this Agreement.
- 2.3. The Subscriber agrees that it shall use its best efforts in ensuring that the Authorized Users use the Services pursuant to the terms of this Agreement.
- 2.4. The Subscriber acknowledges that its right to using the Services will be web-based in accordance with the terms of this Agreement.
- 2.5. The Subscriber acknowledges that by submitting an application for Subscriber services and/or at all times while using the Services of the Company, the Subscriber and/or any and all of its Authorized Users shall be bound by the terms of this Agreement.
- 2.6. Multiple user functionality is included with premium Phoenix™ plan status only. Downgrade from Phoenix™ will result in loss of multiple user login functionality and all accompanying associated additional usernames.
- 2.7. The Subscriber agrees to conduct ethical searches (i.e. do not conduct searches that only include a first name and last name). Subscriber agrees to provide extremely narrow and specific search criteria to minimize the possibility of receiving employment data on unintended individuals.

### 3. Subscriber's Obligations

- 3.1. The Subscriber hereby undertakes that upon getting access to the Services, the Subscriber and/or its Authorized Users shall:
  - a. Not furnish fraudulent or malicious data pertaining to any current or former employee.
  - b. Only furnish data that has been verified as accurate, absent malicious intent.
  - c. Refrain from posting editorial content, except as provided in the employee performance review section.
  - d. Not use the shared data for any prohibited, non-permissible (including debt collection and skip tracing) or any illegal purpose whatsoever. Debt collectors are required to execute and Addendum to this agreement, which detail additional restrictions and responsibilities.
  - e. Not furnish any data pertaining to any other employer except data related to an immediate subscribed employer listed on the account.
  - f. Comply with all applicable laws in relation to the confidentiality of the employees' data.
  - g. Agree to the collection of IP information related to the electronic data submissions in efforts towards maintaining secure transmissions.
  - h. Agree to receive electronic communications from the Company including but not limited to account and billing notifications.
  - i. Not knowingly and/or falsely initiate electronic payment chargebacks.
  - j. Report employee separations via our Separations Team at Separations@RefereeInc.com or by updating employee status directly through Subscriber's online Data Management page within 30 days of employee's separation from Subscriber Employer.
  - k. Not publicly disclose customized details of Umpire Elite™ Business Reward Program, where applicable.
  - l. Maintain a valid form of electronic payment on active Subscriber Account.
  - m. Not share username and password with individuals who are not authorized to report employment data to Referee™.
  - n. Immediately report compromised login credentials to Referee™ and change username and password immediately.
  - o. Do not furnish or share by any method, results of EEV™ searches with employees and applicants, but provide them with the proper information to contact Referee, Inc. to request their Employment Data File.
  - p. Subscriber is responsible for any unauthorized use in connection with username, password, R.E.F.S.™ access and reporting.
  - q. Agree to gain applicant's and/or prospective employee's express permission to obtain their employment and salary histories through Referee's Recorded Employee Filing System™ prior to conducting searches and maintain record of permission for a minimum of 5 years.

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## 4. Company's Obligations

4.1. The Company hereby confirms that it shall:

- i. Use all commercially reasonable efforts to ensure that the Services are available to the Subscriber at all reasonable times during the Term of this Agreement except in the following situations:
  - a. During system maintenance or any other reasonable activity to the Services by the Company and that may be necessary for ensuring effective use by the Subscriber.
  - b. Where the smooth operation is affected by any unforeseen cause beyond the Company's reasonable control such as internet provider failures among others.
- ii. Where the Company has to do any maintenance and/or any other related activity that may significantly interfere with the Subscriber's use of the Services, the same shall be made known to the Subscriber at any reasonable time prior to the commencement of such activities.
- iii. The Company shall take all reasonable steps to maintain its Services appropriately and provide all fixes to its Services as may be necessary to guarantee smooth performance.

## 5. Application

- 5.1. This agreement constitutes as applicant's acknowledgement and express consent that Referee, Inc. shall validate applicant's supplied business information by obtaining/accessing public records, soft identity pulls, Dun & Bradstreet, and any other appropriate agency to verify employer's business credentials.
- 5.2. Applicant understands and agrees that Referee, Inc. shall contact government and private agencies to conduct verifications of supplied applicant data.
- 5.3. Applicant understands and agrees that application decisions are not credit-based, no scores are considered, and the aforementioned agencies are utilized only as a means of business and individual identity verification.

## 6. Payments/Cancellations/Referrals

- 6.1. A bankcard authorization will occur upon application submission and billing will automatically begin when account is approved for access.
- 6.2. Credit card/bank account will be charged \$1 upon account approval for monthly plans, discounted to \$1 for first month of annual plans, and will be billed at regular Subscriber Plan price on pre-selected monthly or annual basis when discounted period ends, unless Subscriber cancels before 30-day discount ends.
- 6.3. Annual plan Subscribers first year will be prorated to accommodate first month discount and will be billed at full recurring price every year thereafter.
- 6.4. Divergence<sup>TM</sup> Subscribers must annually acknowledge and accept terms of Subscriber Agreement to maintain access to share data to R.E.F.S.<sup>TM</sup>
- 6.5. No financial commitment contracts.
- 6.6. Cancel anytime from Subscriber account.
- 6.7. Subscription fees are non-refundable.
- 6.8. Any payments made using eCheck are 100% non-refundable and are processed by Stripe or Green Payment Processing.
- 6.9. Recurring billing notices are emailed electronically 1-3 days prior to bank card and bank account authorization.
- 6.10. Prices comparable to labor-hours expended with employment reference checks and follow-ups. \*Median human resources specialist/recruiter annual salary \$59,180\*
- 6.11. Annual and monthly plans will be automatically renewed on their respective anniversaries unless the Subscriber changes or cancels their plan before the renewal date.
- 6.12. If Subscriber elects to convert their annual subscription to a monthly plan, the new plan will not take effect until the annual renewal date. If Subscriber elects to convert their monthly subscription to annual, change will take effect immediately upon payment receipt.
- 6.13. There's a return check fee of \$25 associated with any eCheck/ACH/paper check returned for insufficient funds.
- 6.14. If a check is returned, Subscriber's account will be suspended until payment method has been updated and account balance is settled.
- 6.15. If any electronic payment is disputed a first time, Subscriber's account will be suspended until payment method has been updated and account balance is settled.
- 6.16. If any electronic payment is disputed a second time, Subscriber's account will be permanently disabled.
- 6.17. If a Subscriber's account is cancelled after their subscription payment has been authorized, the credit authorization will only be cancelled if requested by Subscriber within 1 day of renewal authorization and R.E.F.S.<sup>TM</sup> database has not been accessed with Subscriber's log-in credentials. For the purposes of this agreement, 1 day is the equivalent of 24 hours, beginning at 3am and ending at 3am, pacific standard time.
- 6.18. If any Subscriber account is cancelled due to fraud, no refund will be provided, and law enforcement will be notified.

Subscriber's Business Name

Owner or Officer's Name

Subscriber's Email and/or Account Number

Date

Signature