

**Last Updated: May 20, 2016**

## **Basic Terms of Use**

Welcome to EPR NATIONAL, INC. (“EPR”). By using this website ("Site"), you are agreeing to comply with and be bound by the following terms and conditions of use together known as (“Agreement” or “Terms and Conditions”), which together with our Privacy Policy govern the relationship between you and EPR, the provider of the Site. The terms "Provider" or "us" or "we" refer to the owner of the Site, EPR, whose registered office is 2100 N Line Street, Unit N301, Lansdale, PA 19446. The term "you" or “your” or “user” refers to the user or viewer of our Site.

While the intended uses of this Site are employers and employees, others may also use this Site. The following terms of use govern any user of this Site.

The use of the Site is subject to the following terms of use:

1. The content of the pages of the Site and information available on the Site is for your general information and use only. It is subject to change without notice.
2. Your use of any information or materials on the Provider Site is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this Site meet your specific requirements.
3. Additionally, by accessing and using our Site, you agree to be bound by the terms found in our Privacy Policy which can be accessed by the following [link](#).
4. You must be thirteen (13) years old to use this Site or be supervised by your legal guardian when using this Site.
5. The trademarks, logos and service marks ("Marks") displayed on the Site are the property of Provider and other parties. You are prohibited from using any Marks for any purpose including, but not limited to use as metatags on other pages or Sites on the World Wide Web without the written permission of Provider or such third party which may own the Marks. All information and content located on the Site is protected by copyright. You are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any Content available on or through the Site for commercial or public purposes. Unauthorized use of the Provider Site may give rise to a claim for damages and/or be a criminal offense.
6. This Site provides links to other Sites by allowing you to leave this Site to access third-party material or by bringing third-party material into this Site via “inverse” hyperlinks and framing technology (a “linked Site”). Provider has no discretion to alter, update, or control the content on a linked Site. The fact that Provider has provided a link to a Site is not an endorsement, authorization, sponsorship, or affiliation with respect to such Site, its owners, or its providers. There are inherent risks in relying upon, using or retrieving any information found on the internet, and Provider urges you to make sure you understand these risks before relying upon, using, or retrieving any such information on a linked Site.
7. All content, products and services on the Site, or obtained from a linked Site are provided to you “AS IS” without warranty of any kind either express or implied including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, title, non-infringement, security or accuracy.
8. Provider does not endorse and is not responsible for (a) the accuracy or reliability of an opinion, advice or statement made through the Site by any party other than Provider, (b) any content provided on linked Sites or (c) the capabilities or reliability of any product or service obtained from a linked Site. Other than as required under applicable consumer protection law, under no circumstance will Provider be liable for any loss or damage

caused by your reliance on information obtained through the Site or a linked Site, or your reliance on any product or service obtained from a linked Site. It is your responsibility to evaluate the accuracy, completeness or usefulness of any opinion, advice or other content available through the Site, or obtained from a linked Site. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific opinion, advice, product, service, or other content.

9. The information, software, products and descriptions of services published on the Site or a linked Site may include inaccuracies or typographical errors, and Provider specifically disclaims any liability for such inaccuracies or errors. Provider does not warrant or represent that the content on the Site is complete or up-to-date. Provider is under no obligation to update the content on the Site. Provider may change the content on the Site at any time without notice. Provider may make improvements or changes to the Site at any time.
10. You agree that Provider, its affiliates and any of their respective officers, directors, employees, or agents is neither responsible nor liable for any malicious or unauthorized code and you are solely responsible for ensuring you have appropriate scanning and protective mechanisms for the security of your equipment, programs and information and by using our Site or a linked Site you are assuming all risk of loss that may arise or be associated with the use of our Site or a linked Site. You further agree that Provider, its affiliates and any of their respective officers, directors, employees or agents will not be liable for matters arising out of or in connection with the delay or inability to use the Site or a linked Site, or with the delay or inability to use the Site or a linked Site, even if Provider is made aware of the possibility of such damages. To the fullest extent permitted by law, we disclaim all liability for any loss, damage, cost or expense of any kind, direct or indirect, in connection with or arising from our Site or linked Site, content, any action taken (or not taken) as a result of our Site or linked Site or content or our Terms and Conditions, including but not limited to compensatory, consequential, incidental, special, exemplary and punitive damages, regardless of the form of action or basis of claim and whether or not any party has been advised of the possibility of damages. This limitation on liability also includes the transmission of any viruses which may infect your equipment, failure of mechanical or electronic equipment or communication lines, telephone or interconnect problems (e.g., you cannot access your internet service provider), unauthorized access, theft, operator errors, strikes or other labor problems or any force majeure. Provider cannot and does not guarantee continuous, uninterrupted or secure access to the Site or a linked Site.
11. You agree to defend EPR against all claims, demands, or actions arising from or incurred as a result of your breach of these Terms and Conditions (“Claim”) and you shall indemnify and hold us harmless from and against any expenses, losses, damages and costs (including but not limited to reasonable legal costs and disbursements) resulting from any such Claim. We have the right, at our expense, to assume exclusive defense against any Claim and all negotiations for settlement and you agree to cooperate with us, at our request, in the defense of any such Claim.
12. Our Terms and Conditions are effective unless and until terminated by either you or EPR. You may terminate your acceptance of your agreement with us by discontinuing any further use of our Sites. EPR may also terminate, discontinue or suspend our Terms and Conditions and any of our Sites at any time and may do so immediately without notice, and accordingly we may deny you access to any Site for any reason or no reason.
13. If any provision of our Terms and Conditions is found to be invalid by any court having jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of our Terms and Conditions, which shall remain in full force and effect. No waiver of any term of our Terms and Conditions shall be deemed a continuing waiver of such term or any other term.

14. Except as provided herein, these Terms and Conditions, together with our Privacy Policy which is incorporated by reference, constitute the entire agreement between you and EPR and your use of our Sites and supersede any prior understanding or agreements (written or oral).
15. Nothing in our Terms and Conditions is intended to confer on any third party (whether referred to in our Terms and Conditions by name, class, description or otherwise) any benefit or any right to enforce any provision of our Terms and Conditions or any agreement entered into in connection with it.
16. It is your exclusive obligation to maintain and control passwords to your account. You are exclusively responsible for all activities that occur in connection with your user name and password. You agree to immediately notify Provider of any unauthorized uses of your user name and password or any other breaches of security. Provider will not be liable for any loss or damages of any kind, under any legal theory, caused by your failure to comply with the foregoing security obligations or caused by any person to whom you grant access to your account.
17. Your use of the Provider Site and any dispute arising out of such use of the Site is subject to the laws of the Commonwealth of Pennsylvania, United States of America and applicable federal law without regard to conflicts of laws principles.
18. Placement of Information on the Site:
  - A. Employer provided information:
    - i. Any information an Employer provides to be used on this Site should not contain any information that is:
      - False
      - Prefabricated; or
      - Misleading.
    - ii. In placing information on this Site, you must:
      - Follow Federal and State laws;
      - Report information to the best of your abilities;
      - Get written consent from any employee or individual for whom you are providing information;
      - Agree to follow up and assist in any disputes arising from the placement of the information on the Site; and
      - Immediately report to EPR any information you placed on the Site which you later determine is untruthful or inaccurate.
  - B. Employee provided information:
    - i. Any information an employee provides to be used on the Site should not contain any information that is:
      - False;
      - Prefabricated; or
      - Misleading.
19. Use of information placed on the Site by employers or employees:
  - A. In regard to their use of this Site and for all information concerning them placed on the Site, Employees consent that they will:
    - i. Not dispute any information they knew to be accurate;
    - ii. Not submit or upload any information/documentation they know not to be true;
    - iii. Agree that they are allowing employers to evaluate their work performance based on the information placed on the Site and any criteria established by EPR from time to time;
    - iv. Agree that they will promptly dispute any evaluation that they know is inaccurate or wrongful; and
    - v. Agree that they will monitor their reports on at least a monthly basis.

20. PRICE AND PAYMENT.
- A. You shall pay a fee for various services of this site as set forth in your login account. All fees due will be first deducted from any pre-paid balances. If there are insufficient pre-paid funds to pay for services rendered:
    - i. Fees for service will be charged to any of your credit cards on file; and
    - ii. Invoiced to you and payable as defined on the invoice.
  - B. Payment on all services may be billed at least twice a month on the 16<sup>th</sup> of the month for services rendered from the 1<sup>st</sup> through the 15<sup>th</sup>, and on the last day of the month for services rendered from the 16<sup>th</sup> to the end of the month.
  - C. All past due amounts shall accrue interest at the lesser of 1½% per month or the highest amount permitted by Pennsylvania law until paid in full.
21. CONFIDENTIALITY.
- A. For purposes of this Section, the following definitions apply:
    - i. "Confidential Information" shall mean: (1) information regarding a party's financial condition, customers and customer lists, information systems, business operations, plans or strategies, product information, and marketing and distribution plans, methods, and techniques; (2) information that is marked "confidential," "proprietary" or in like words, or that is summarized in writing as confidential prior to or promptly after disclosure to the other party or that the receiving party should reasonably understand to be confidential or proprietary based on the nature of the information or the circumstances of disclosure; (3) Nonpublic Personal Information (as hereinafter defined); and (4) the Terms and Conditions of this Agreement. All records, as well as any information contained within a record, shall be considered the Confidential Information of EPR, but may be used by user solely for the purposes contemplated by this Agreement;
    - ii. "Consumer Information" means all information about a consumer, including, without limitation, all Nonpublic Personal Information (as defined below), contained in a record that has been provided to a party. Consumer Information is not Confidential Information of either party;
    - iii. "Nonpublic Personal Information" shall be defined with reference to the Gramm-Leach-Bliley Act of 1999, 15 U.S.C. §§ 6801 et seq., and applicable federal and state laws and regulations implementing the Act (collectively, the "Privacy Laws"). Nonpublic Personal Information shall include any information relating to an individual that is not Publicly Available Information (as hereinafter defined) and that the party in possession of such information is required by applicable law to preserve as confidential or otherwise protect; and
    - iv. "Publicly Available Information", in accordance with the Privacy Laws, shall mean: (1) any information that a party has a reasonable basis to believe is lawfully made available to the general public from: (a) federal, state, or local government records; (b) widely distributed media; or (c) disclosures to the general public that are required to be made by federal, state, or local law; and (2) any other information regarding an individual that the party in possession of such information is not required by applicable law to preserve as confidential or otherwise protect.
  - B. Confidential Information. Each party shall hold the other party's Confidential Information in confidence and shall safeguard it in the same manner as it would safeguard its own proprietary information and trade secrets, and shall use the other party's Confidential Information solely for purposes of performing its obligations under this Agreement. A party shall not be obligated to protect Confidential Information to the extent such information: (i) is publicly known other than through a wrongful act or omission of the receiving party; (ii) was available to or already known by the recipient on a non-confidential basis prior to its disclosure by the other party; (iii) is developed by the recipient independently of any information acquired from the

other party; (iv) becomes available to the recipient on a non-confidential basis from a third party, provided that the recipient has no reason to know that the third party is or may be bound by a confidentiality agreement with the disclosing party; or (v) is disclosed pursuant to a court order or the requirement of any governmental authority (in which case the recipient shall promptly notify the disclosing party of any such order or requirement, and cooperate, at the disclosing party's expense, in any effort to obtain a protective order from the issuing court or governmental authority limiting disclosure and use of the information). Each party shall, immediately upon request or the termination of this Agreement, return or destroy all Confidential Information and all copies and embodiments thereof.

- C. Consumer Information. Each party shall comply with all federal, state and local laws and regulations with respect to Consumer Information and the collection, handling, delivery, processing and transmission thereof, including, without limitation, with respect to confidentiality and security and any consent or authorization necessary to use such information as contemplated hereby:
- i. Each party shall treat all Consumer Information in accordance with all Privacy Laws and other applicable laws, rules, regulations, including, without limitation: (1) as may be applicable to the use, unauthorized access, confidentiality and security of Consumer Information, and procedures relating to the foregoing, (2) all laws concerning the international transfer of Consumer Information, and (3) all laws applicable to email marketing and telemarketing activities (collectively, the "Data Laws");
  - ii. Each party shall disclose Consumer Information only to its employees, officers, agents and any third parties (specifically meaning only insurance carriers or similar parties): (1) who have a need to know such Consumer Information for the purpose of responding to the Consumer's request for products and information from such party; (2) who are informed of their obligations with respect to such Consumer Information; (3) in compliance with all Data Laws; (4) in properly secured or encrypted formats; (5) who are contractually bound to treat the Consumer Information in a manner no less protective than as required of each party hereunder; and (6) if such party remains liable for all acts and omissions of such persons or entities;
  - iii. Each party shall maintain appropriate physical, technical and organizational measures to protect all Consumer Information against accidental loss or unauthorized access, use, disclosure, alteration, or destruction. Each party acknowledges that the level of security that is appropriate shall depend on the sensitivity of the information, the risks represented by the processing of the Consumer Information, the harm that is likely to result from a breach of security, industry standards, and applicable law, including, without limitation, the Data Laws; and
  - iv. Each party shall provide reasonable cooperation to the other party and any governmental authorities with jurisdiction to audit and verify such party's data security systems and procedures in order to confirm such party's compliance with these provisions and any applicable Data Laws.
- D. Required Disclosures. Either party may disclose Consumer Information or Confidential Information (as set forth above) as required by any applicable law, regulation, rule, court or administrative order or similar legal requirements. In the event of any such required disclosure, the disclosing party shall, to the extent permissible under applicable law, immediately notify the other in advance of such disclosure and cooperate in any effort to minimize the extent of such disclosure and maintain the confidentiality of such Consumer Information or Confidential Information. If disclosure of such information is required, the party ordered to comply with such disclosure request shall exercise its best efforts to obtain an order or other

reliable assurances that Consumer Information and Confidential Information shall be treated confidentially by the proposed recipient thereof.

- E. Remedies. Notwithstanding the Termination provisions of this Agreement, each party acknowledges that due to the unique nature of the other party's Confidential Information and Consumer Information, there may be no adequate remedy at law for any breach of its obligations under this Section, and that any such breach or any unauthorized use or release of any Confidential Information or Consumer Information may result in irreparable harm to the party originally providing such Consumer Information to the other party. Therefore, upon any breach or threatened breach, each party shall be entitled to appropriate equitable relief, including, without limitation, injunctive relief, in addition to all other remedies available at law.
  - F. Indemnification. In addition to, and not in limitation of the remedies provided, above, a non-breaching party shall be indemnified by a breaching party for any loss, claim or harm, including, without limitation, reasonable attorney's fees, suffered in connection with the unauthorized use or release of any Confidential Information or Consumer Information as prohibited hereunder.
22. LIMITED WARRANTY AND REMEDIES. USER AND EPR WARRANT THAT THE SERVICES PROVIDED BY EACH PARTY HEREUNDER SHALL CONFORM TO THEIR DESCRIPTION AS SET FORTH HEREIN. ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SERVICES OR THE PERFORMANCE BY EITHER PARTY HEREUNDER ARE HEREBY EXCLUDED. USER SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE TERMS OF THIS SECTION ENTITLED "LIMITED WARRANTY AND REMEDIES" SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
23. LIMITATION OF LIABILITY. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS AND/OR CLAIMS RELATED TO A BREACH OF THE CONFIDENTIALITY OBLIGATIONS SET FORTH HEREIN, NEITHER PARTY SHALL BE ENTITLED TO PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL EPR BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST DATA OR PROFITS, ARISING FROM YOUR PURCHASE AND USE OF ANY PRODUCTS OR SERVICES, EVEN IF EPR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EPR'S LIABILITY TO YOU FOR ANY CLAIM WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE GREATER OF THE AMOUNT PAID, IF ANY, BY YOU TO EPR FOR THE PRODUCTS OR SERVICES OR ONE HUNDRED DOLLARS (\$100).
24. THESE TERMS AND CONDITIONS OF USE DO NOT ATTEMPT TO AFFECT ANY OF YOUR STATUTORY RIGHTS AS A CONSUMER OR OTHERWISE UNDER THE APPLICABLE LAW OF THE RELEVANT JURISDICTION. TO THE EXTENT THAT THE EXCLUSIONS AND LIMITATIONS OF LIABILITY STATED ABOVE ARE EXPRESSLY PROHIBITED BY LAW THOSE PARTS OF THE CLAUSES THAT ARE PROHIBITED WILL NOT APPLY. THE REMAINING TERMS AND CLAUSES WILL CONTINUE TO APPLY. IF ANY LIMITATION OF DAMAGES OR LIABILITY IS PROHIBITED OR RESTRICTED BY LAW, WE SHALL BE ENTITLED TO THE MAXIMUM EXCLUSIONS AND LIMITATIONS PERMITTED.
25. INDEMNIFICATION. Except in the event of gross negligence or willful misconduct by EPR, user shall indemnify and hold EPR, its officers, directors, employees, successors and permitted assigns, harmless from and against any Losses (as defined below) arising out of,

relating to, or incurred as a result of: (i) any failure by user to perform its obligations under this Agreement; (ii) the breach or inaccuracy of a representation or warranty made by user under this Agreement; (iii) any failure on its part to comply with applicable law; (iv) the negligence of user in the performance of its obligations under this Agreement; (v) the breach of any Telephone Consumer Protection Act ("TCPA") provisions; and/or (vi) the infringement or misappropriation of any patent, copyright, trademark, trade secret, or other proprietary right of any third party in the performance of its obligations hereunder. For purposes of this Agreement, "Losses" means all out-of-pocket costs, fees, losses, damages, claims and expenses, including outside attorneys' fees, disbursements and court costs, incurred by a party.

26. No Joint Venture. This Agreement creates no partnership, joint venture, association, agency, franchise, contract of employment or comparable relationship between the parties, and neither party shall have the authority to bind the other party for any purpose not expressly set forth herein.
27. Amendment. EPR may amend this Agreement from time to time without notice to user. The top of this Agreement will contain the "Last Updated" date of this Agreement. User is required to check this date for any changes before using the Site. Any use by user of the Site shall be deemed to constitute agreement by user to the amended Agreement.