

Terms of Use

Welcome to the employee journey platform (the "Application") used by Your employer powered by Click Boarding™ LL contract with Your employer. By accessing or using the Application, the user ("You") agree to follow and be bound by th Your access to and use of the Application ("Terms of Use").

Use of Application

The purpose of the Application is to enable and improve Your experience through Your time with Your employer. This purpose includes activities related to Your on-boarding as an employee, Your movement through different job functions, and the relationship between You and Your employer.

Use of this Application does not create or otherwise change an employment relationship between You and Click; that is, if You do not agree to these Terms of Use, continued use of the Application by You is not authorized. Click may revise the Terms of Use at any time. Any revised Terms of Use will be effective when posted to the Application. As the first step in Your employee journey process, You must agree to the Terms of Use. At the end, You will be asked to accept or decline.

Electronic Signatures

By using the Application and providing Submissions, You agree to transact electronically through the Application. This is a legally required notices electronically. You further agree that Your use of a key pad, mouse or other device to select an option constitutes Your signature as if actually signed by You in writing. You also agree that no certification authority or other third party verification of Your electronic signature, and the lack of such certification or third party verification will not in any way affect the enforceability of the Application, and the lack of such certification or third party verification will not in any way affect the enforceability of the Application. To access, fulfill and retain the following electronic forms, Your computer must be equipped and compatible with the most current web browsers. This would include:

- Windows, Mac OS X, Linux, Apple iOS, and other major operating systems.
- Microsoft Internet Explorer version 11 and later, Mozilla Firefox - latest version, Safari latest version + tablet vers

If You decline to use an electronic signature, You will be able to print Your forms and sign them by hand, but will also be the relevant employer representative. If You wish to obtain a paper copy of the forms You sign via this site, You will be those forms once they have been executed. After authorizing the use of Your electronic signature, You may still withdraw Your employer for their withdrawal procedures and to understand any consequences or fees which may apply.

Service Terms

Employee Life-Cycle Management

As a user of the Application, You will be asked to provide information which is needed to facilitate Your relationship with start Your employment, when You change positions within Your employer's business, when certain life events (e.g. mat retirement, etc.) occur, when Your employer acquires or merges with another business, and when You stop Your emplo

Each one of these events will require You to provide Submissions. They may also require Click to disclose Your Submission. Click may require Click to provide You with information related to Your employment. Finally, these events may require Your e

You agree that Click is not responsible for the accuracy or availability of any information (including Your Submissions) f agree to validate the accuracy of any Submissions, as well as any information within the Application over which You ha

Should You make use of the Application to give access to, or disclosure of, Your Submissions or any other information agree that Click shall have no liability of any kind whatsoever as a result of following such instructions regarding such a

Submissions

You warrant that: (a) You have the right and authority to provide any Submissions; (b) You have only disclosed information (including by omission) and nothing You have submitted is known by You to be false, inaccurate, or misleading; (c) You have the jurisdiction in which You are applying for employment. If that legal right is limited in time, You have disclosed when Submissions relate to; and (e) Your Submissions would not infringe any legal obligation that You may have to any third party with respect to trademark, patent, trade secret, confidentiality, notice period, restrictive covenant, non-competition, or other intellectual property or legal or moral rights of any third party.

Acceptable Use

General Terms

You hereby agree that any misrepresentation, falsification, or omission of information on any documents You have provided in the employee journey process may result in Your employer's refusal to make an offer of employment, or rescinding of such dismissal from employment with Your employer.

Reservation of Rights

The Application and content provided on or through the Application are the intellectual property and copyrighted works and interest not expressly granted with respect to the Application and content provided on or through the Application and "As Available" basis, and Click reserves the right to terminate the permissions granted to You at any time.

Monitoring

Click has no obligation to monitor the Application. However, Click reserves the right to review the Application and content on the Application, and to remove or choose not to make available on or through the Application, any content (including Your content) that is confidential or proprietary to You, or a third party, without permission from You or the third party.

Termination of Use

Click may, in its sole discretion, at any time discontinue providing or limit access to the Application, in whole or in part. Click may, at any time, terminate or limit Your access to, or use of, the Application in whole or in part. Click may terminate or limit Your access to, or use of, the Application if Click determines, in its sole discretion, that You have infringed the copyrights or other legal rights of a third party, or otherwise. You agree that Click will not be liable to You or any third-party for any termination or limitation of Your access to, or use of, the Application.

You bear all risks associated with the access to, and use of, such Web sites and third party content, products and services.

Disclaimer

Except where expressly provided otherwise, the Application is provided on an "as is" and "as available" basis. Click expressly disclaims, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement of the Application and all content provided on, or through the Application. Click makes no warranty that: (a) the Application will be available on an uninterrupted, timely, secure, or error-free basis; (c) the results that may be obtained by using the Application, will be accurate or reliable; or (d) any content obtained by You on or through the Application, will be accurate or reliable.

Indemnity

You agree to indemnify and hold harmless Click, its officers, directors, employees and agents from and against any and all losses or expenses, including reasonable attorneys' fees and costs, due to, or arising out of, any Submission You make, or Your violation or infringement of any third party rights, including intellectual property rights.

Limitation of Liability

In no event will Click or its officers, directors, employees, or agents be liable for any direct, indirect, incidental, special, profits, revenue, data or data use, incurred by You or any third party, whether in an action in contract, or tort (including negligence, liability, or otherwise, arising from Your access to, or use of, the Application or any content provided on or through the Application).

Exclusions and Limitations

Some jurisdictions do not allow the disclaimer or exclusion of certain warranties of the disclaimer, exclusion, or limitation of liability. If such a law applies to You, the disclaimer, exclusions, and limitations set out in these Terms of Use, including those set out in these sections, do not apply and all other terms will remain in full force and effect.

Applicable Laws

All matters relating to Your access to, and use of, the Application and content provided on or through the Application, will be governed by the laws of the State of Minnesota, USA. Any legal action or proceeding relating to Your access to, or use of, the Application or content on the Application, will be brought in a court in Minneapolis, Minnesota. You and Click agree to submit to the jurisdiction of, and agree that venue is proper in, the court in Minneapolis, Minnesota.

Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY - IT AFFECTS YOUR LEGAL RIGHTS AND GOVERNS HOW YOU AND OTHERS WILL RESOLVE DISPUTES. THIS SECTION WILL, WITH LIMITED EXCEPTION, REQUIRE YOU AND CLICK TO SUBMIT CLAIMS AGAINST EACH OTHER TO BINDING ARBITRATION ON AN INDIVIDUAL BASIS. THIS MEANS THAT YOU WILL NOT BE ABLE TO BRING A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION IN A COURT OF LAW BEFORE A JUDGE OR JURY CONCERNING ANY DISPUTE THAT MAY ARISE WHICH IS COVERED BY THESE TERMS AND ARE INSTEAD AGREEING TO SUBMIT ANY SUCH DISPUTE SOLELY ON YOUR OWN BEHALF TO AN IMPARTIAL ARBITRATOR.

- The Federal Rules of Evidence shall apply to all arbitration proceedings.
- The arbitrator must issue a decision in writing, setting forth in summary form the reasons for the arbitrator's decision.
- The arbitrator's authority shall be limited to deciding the case submitted by the parties to the arbitration. Therefore, no precedent in other arbitrations except to preclude the same claim from being re-arbitrated between the same parties.
- The parties may settle any dispute on a mutual basis without involvement of the arbitrator.
- You will pay the first \$250, and Click will pay all other filing, administrative, or hearing fees. If Click initiates arbitration, Click will pay the first \$250, and Click will pay all other filing, administrative, or hearing fees. Regardless of which party initiates arbitration, You will remain responsible for Your attorneys' fees and costs. The Claim provides for an award of attorneys' fees and costs and the arbitrator determines as part of the arbitration award.

Except as otherwise required under applicable law, You and Click agree to arbitrate any disputes only on an individual basis. You agree not to participate in, or receive money or any other relief from any representative, class, or collective proceeding ("Class Action") on behalf of other individuals, and no arbitrator hearing any claim under these Terms of Use may: (a) without the consent of all parties, join an individual's claim or claims into a single case; (b) order, require, participate in, or facilitate production of class-wide confidential information; or (c) arbitrate any form of a class, collective, or representative proceeding.

Persons Not of Age of Majority

Persons who are not 13 years of age are not eligible to use the Application, and no information in relation to such persons will be collected.

Waiver and Severability

The failure of Click to exercise or enforce any rights or provisions in these Terms of Use will not constitute a waiver of any of these Terms of Use. If any provision of these Terms of Use is found to be unenforceable, such part or provision may be modified to make the Terms of Use as enforceable as possible, and the remaining Terms of Use will not be affected.

Contact Information

If You have any questions regarding these Terms of Use, please contact Click at support@myemployeejourney.com or call 1-800-888-8888.

Click Boarding LLC
Attn: Legal Department
7500 Flying Cloud Drive, Suite 975
Eden Prairie, MN 55344
Phone: (952) 283-3450

ADA Terms

Click is committed to providing reasonable accommodation to qualifying candidates with physical and/or mental disabilities during employment and the application process. Reasonable accommodations may be sought by contacting support@myemployeejourney.com.