

Terms of Use

Click Boarding, LLC owns the <https://accesstalenthub.com> site and <https://clickboarding.com> (the "Site"), and hosts the Client Data uploaded to it. (Click Boarding, LLC is referred to herein as "Click," "we," or "our".) Capitalized terms not defined herein shall have the definition provided in the Master Services Agreement ("Agreement") executed between Click and the Subscriber you are affiliated with.

The Click administration platform (the "Application") available in the Site and used by Your employer to support Click's delivery of Services to your employer (our "Subscriber"). By accessing or using the Application, the user ("You") agree to follow and be bound by the following terms and conditions concerning Your access to and use of the Application ("Terms of Use").

Use of Application

The purpose of the Application is to enable and improve Click's Subscriber, through Your use of the Application, to effectively leverage the Services which the Subscriber has licensed from Click via an Agreement. This use of the Application for our Subscriber includes activities related to various employee on-boarding activities, as well as Your administration of a Subscriber's workforce.

Use of this Application does not create or otherwise change an employment relationship between You and Click; that is between You and Your employer. 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 without notice to You. The revised Terms of Use will be effective when posted to the Application.

Electronic Signatures

By using the Application and providing Submissions, You agree to transact electronically through the Application. You agree that Your electronic signature is the legal equivalent of Your manual signature. You further agree that Your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, constitutes Your signature as if actually signed by You in writing. You also agree that no certification authority or other third-party verification is necessary to validate Your electronic signature, and the lack of such certification or third party verification will not in any way affect the enforceability of Your electronic signature. In order to access, fulfill and retain the following electronic forms, Your computer must be equipped and compatible with the most common operating systems and internet browsers. This would include:

- Windows, Mac OS X, Linux, Apple iOS, and other major operating systems.
- Microsoft Internet Explorer version 8 and later, Mozilla Firefox - latest version, Safari latest version + tablet versions, Chrome latest desktop version.

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 required to deliver the hand signed forms to the relevant employer representative. If You wish to obtain a paper copy of the forms You sign via this site, You will be given the opportunity to download and print those forms once they have been executed. After authorizing the use of Your electronic signature, You may still withdraw Your consent. To do so, You must contact 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 use of the Application on behalf of our Subscriber. This includes when You first enroll as a user of the Application, when You manage Subscriber workers via the Application's various functionalities, or when You stop Your employment with our Subscriber. Each one of these events will require You to provide Submissions. They may also require Click to disclose Your Submissions to third parties.

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

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

Submissions

You warrant that: (a) You have the right and authority to provide any Submissions; (b) You have only disclosed information that is true, accurate and not misleading (including by omission) and nothing You have submitted is known by You to be false, inaccurate, or misleading; and (c) Your Submissions would not infringe any legal obligation that You may have to any third party, including under laws related to

copyright, trademark, patent, trade secret, confidentiality, notice period, restrictive covenant, non-competition, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party.

Acceptable Use

You agree that You will neither use the Application in a manner, nor provide any Submission, that: (a) is defamatory, derogatory, degrading or harassing of another or constitutes a personal attack; (b) invades another's privacy or includes, copies or transmits another's confidential, sensitive or personal information; (c) promotes bigotry, racism, hatred or harm against any group or individual; (d) is obscene or not in good taste; (e) violates, infringes, or promotes the violation or infringement of another's rights, including intellectual property rights; (f) violates or promotes the violation of any applicable law or regulation; (g) contains a solicitation of funds, goods or services, or promotes or advertises goods or services; or (h) contains any viruses, Trojan horses, or other components designed to limit or harm the functionality of a computer. Click may report You to the relevant authorities and may act under the fullest extent of applicable laws if You transmit or upload content intended or designed to cause harm.

Background Screening

As a user of the Application, You may be asked to authorize Click, or a third party with whom Click or our Subscriber has a contractual relationship, to conduct a background investigation into an individual's qualifications for employment. (Such a background investigation is sometimes called a "Consumer Report" or "Investigative Consumer Report" depending on the conditions under which it is prepared.) Before a background investigation occurs, however, You must provide a written disclosure to the data subject that such an investigation will be made and obtain authorization for the investigation. A background investigation will not be conducted without authorization. However, Click is in no way responsible for the validity of such authorization. Nor does Click accept any liability for the validity of an employer's failure to obtain such authorization. You agree that Click will not be held liable for any failure of an employer to obtain an authorization prior to acquiring a Consumer Report or Investigative Consumer Report.

Security, Passwords, and Means of Accessing the Application

You agree not to access or use the Application in any manner that could damage, disable, overburden, or impair any Click accounts, computer systems, or networks. You agree not to attempt to gain unauthorized access to any parts of the Application or any Click accounts, computer systems, or networks. You agree not to interfere, or attempt to interfere, with the proper working of the Application or any of Click accounts, computer systems or networks. You agree not to use any robot, spider, scraper, or other automated means to access the Application or any of Click accounts, computer systems, or networks without Click's express written permission. You must complete the registration process to open an account by providing current, complete, and accurate information. You may also be required to choose a password and a user name. Access to, and use of, password protected or secure areas of the Application are restricted to authorized users only. You agree not to share Your password(s), account information, or access to the Application with any other person. You are responsible for maintaining the confidentiality of password(s) and account information, and You are responsible for all activities that occur through the use of Your password(s) or account(s), or as a result of Your access to the Application. You agree to notify Click immediately of any use of Your password(s) or account(s) that You did not authorize or that is not authorized by these Terms of Use.

Reservation of Rights

The Application and content provided on or through the Application are the intellectual property and copyrighted works of Click or a third party provider. All rights, title and interest not expressly granted with respect to the Application and content provided on or through the Application are reserved. All content is provided on an "As Is" 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 and to monitor all use of and activity on the Application, and to remove or choose not to make available on or through the Application, any content (including Your Submissions) in its sole discretion. Click may remove 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. You agree that Click may, in its sole discretion, 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 materially violated these Terms of Use. 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 all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement with respect to the Application and all content provided on, or through the Application. Click makes no warranty that: (a) the Application or content will meet Your requirements; (b) the Application will be available on an uninterrupted, timely, secure, or error-free basis; (c) the results that may be obtained from the use of the Application, or any content provided on or through the Application, will be accurate or reliable; or (d) any content obtained by You on or through the Application will meet Your requirements.

Indemnity

You agree to indemnify and hold harmless Click, its officers, directors, employees and agents from and against any and all third-party claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, due to, or arising out of, any Submission You make to the Application, Your violation of these Terms of Use, 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, or consequential damages; or damages for lost profits, revenue, data or data use, incurred by You or any third party, whether in an action in contract, or tort (including negligence), breach of statutory duty, strict 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 certain liabilities. To the extent that they are held to be legally invalid, disclaimers, exclusions, and limitations set out in these Terms of Use, including those set out in the Disclaimer and Limitation of Liability 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 U.S. federal law or 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, shall be instituted in a state or federal court in Minneapolis, Minnesota. You and Click agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY - IT AFFECTS YOUR LEGAL RIGHTS AND GOVERNS HOW YOU AND CLICK CAN BRING CLAIMS AGAINST EACH OTHER. THIS SECTION WILL, WITH LIMITED EXCEPTION, REQUIRE YOU AND CLICK TO SUBMIT CLAIMS AGAINST EACH OTHER TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS. THIS MEANS THAT YOU WILL NOT BE ABLE TO BRING A CLASS, COLLECTIVE, OR REPRESENTATIVE LAWSUIT IN A COURT OF LAW BEFORE A JUDGE OR JURY CONCERNING ANY DISPUTE THAT MAY ARISE WHICH IS COVERED

BY THE ARBITRATION AGREEMENT AND ARE INSTEAD AGREEING TO SUBMIT ANY SUCH DISPUTE SOLELY ON YOUR OWN BEHALF TO AN IMPARTIAL ARBITRATOR.

You and Click mutually agree to forego the delay and expense of using a court of law and choose instead to benefit from the speedy, economical, and impartial dispute resolution procedure of using binding arbitration for any disputes that arise between You and Click, its related and affiliated companies, and/or any current or former employee, officer, or director of Click or any related or affiliated company as it relates to Your use of the Application and these Terms of Use. You and Click agree that this Arbitration and Class Action Waiver is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and will survive even after these Terms of Use terminate. Any revision to or termination of the Terms of Use that modify or terminate this Arbitration and Class Action Waiver shall not apply to a pending arbitration, to any claim that accrued prior to the modification or termination, or to any claim that the asserting party knew about prior to the modification or termination, except as may be required by applicable law.

To initiate arbitration, the party desiring to pursue a legal dispute must prepare a written demand setting forth the claim(s) and deliver the written demand within the applicable statute of limitations period by hand or first class mail to the representatives of the other party. You and Click agree that the arbitration shall be administered by American Arbitration Association ("AAA") before a single arbitrator mutually agreed upon by the parties, and if the parties cannot agree within thirty (30) days after names of potential arbitrators have been proposed, then by a single arbitrator who is chosen by the AAA. Except to the extent that they are modified by the rules below, if You are an individual person, the AAA Consumer Arbitration Rules that are in effect at the time of the filing of the demand (and that are available at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>) will apply.

The parties agree that the applicable AAA rules are modified as follows:

- Any arbitrator must be neutral as to all parties. Standards for the recusal of an arbitrator shall be the same standards under which trial judges are recused under Minnesota state law.
- No party is entitled to its attorneys' fees, except as may be awarded in a matter authorized by and consistent with applicable law.
- All discovery shall be subject to any and all objections available under FRCP 26(b). Each party shall avoid broad or widespread collection, search, and production of documents, including electronically stored information ("ESI"). If a compelling need is demonstrated by the requesting party, the production shall: (i) be narrowly tailored in scope; (ii) only come from sources that are reasonably accessible without undue burden or cost; and (iii) be produced in a searchable format, if possible without undue burden or cost, and which is usable by the receiving party and convenient and economical for the producing party. Where the costs and burdens of the requested discovery outweigh its likely benefit, considering the needs of the case, the amount in controversy, and the importance of the discovery in resolving the issues, the arbitrator shall deny such requests or order production on condition that the requesting party advance to the producing party the reasonable costs involved in making the production, subject to the allocation of costs in the final award.
- The arbitrator shall have the authority to award the same damages and other relief that would have been available in court pursuant to the law governing the dispute(s).
- Either party shall have the right to file motions to dismiss and motions for summary judgment/adjudication.
- The arbitrator shall have the authority to issue an award or partial award without conducting a hearing on the grounds that there is no claim on which relief can be granted or that there is no genuine issue of material fact to resolve at a hearing.
- 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 determination and the legal basis therefor.
- The arbitrator's authority shall be limited to deciding the case submitted by the parties to the arbitration. Therefore, no decision by any arbitrator shall serve as 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 all filing, administrative, and hearing fees. Regardless of which party initiates arbitration, You will remain responsible for Your attorneys' fees and costs unless the law governing the Covered Claim provides for an award of attorneys' fees and costs and the arbitrator determines as part of the arbitration award that You may recover a certain amount of attorneys' fees and costs.

Except as otherwise required under applicable law, You and Click agree to arbitrate any disputes only on an individual basis and hereby waive any right to bring, participate in, or receive money or any other relief from any representative, class, or collective proceeding ("Class Action Waiver"). No party may bring a claim on behalf of other individuals, and no arbitrator hearing any claim under these Terms of Use may: (a) without the consent of all parties, combine more than one individual's claim or claims into a single case; (b) order, require, participate in, or facilitate production of class-wide contact information or notification of others of potential claims; or (c) arbitrate any form of a class, collective, or representative proceeding.

Persons Not of Age of Majority

Persons who are not 18 years of age are not eligible to use the Application, and no information in relation to such persons should be included in a Submission.

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 such right or provision. If any part or 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 modified, legal and enforceable. The rest of the Terms of Use will not be affected.

Contact Information

If You have any questions regarding these Terms of Use, please contact Click at support@clickboarding.com.

ADA Terms

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