

ZERORISK HR TERMS OF USE

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ZERORISK HR, LLC. ("ZRHR" or "we" or "our" or "us"), offers materials, products, courses, webinars, and services located at ZERORISKHR.com and other ZRHR-operated sites (collectively the "ZRHR Site" or "Site"), mobile applications, and other online services (collectively and including the ZRHR Site, the "Services"). **PLEASE READ THESE TERMS AND CONDITIONS OF USE ("TERMS" OR "TERMS OF USE" or "AGREEMENT") CAREFULLY BEFORE USING THE SERVICES. THESE TERMS OF USE CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN YOU (THE "AUTHORIZED USER," "USER" OR "SUBSCRIBER" OR "YOU") AND ZRHR AND GOVERN YOUR USE OF AND ACCESS TO THE SERVICES.** By using the Services in any manner, including, but not limited to, creating an account on the ZRHR Site or by visiting, accessing, browsing, using, or continuing to browse and use the Services, you agree to be bound by these Terms, including those additional terms and conditions incorporated by reference herein or made available by hyperlink herein or on the Services. If you are entering into these Terms on behalf of a company, organization, or another legal entity ("Entity" or "Entities"), you are agreeing to the Terms of Use for that Entity and are representing to us that you have the authority to bind such Entity to these Terms (in which case, the terms "user," "subscriber," and "you" shall also refer to that Entity). You may use the Services only in compliance with these Terms and only if you have the power to form a contract with us. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, PLEASE DO NOT USE THE SERVICES.**

These Terms of Use are organized as follows.

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If you have any questions about these Terms, please refer to the [Contact Us](#) section at the end of this Agreement.

1. Requirements for Use of the Services

The Services are available only to, and may only be used by, individuals who are age 18 years and older who can form legally binding contracts under applicable law. You represent and warrant that you are at least 18 years old. ZRHR may, in its sole discretion, refuse to offer access to or use of the Services to any person if we learn that you are under the age of 18.

In addition, ZRHR makes no representations or warranties that the Services are appropriate or available for use in any particular jurisdiction other than the United States. In choosing to access the ZRHR Site, you do so on your own initiative and at your own risk and are responsible for complying with all local laws, rules, and regulations.

You understand that ZRHR may monitor your usage of the Services to verify your compliance with these Terms of Use.

Use of the Services requires compatible software, computers, devices, and Internet access. It is your responsibility to obtain and pay for the software, hardware, and Internet service needed to use the ZRHR Site. It is also your responsibility to ensure that the software, hardware, and Internet service are compatible with the Services. High-speed Internet access is strongly recommended when using the Services and is required to view videos.

2. Consent to Electronic Communications and Solicitations

When you use any of the Services, register for an account, or send e-mails and other communications from your desktop or mobile device to us, you are communicating with us electronically, and you consent to receive communications from us electronically. We will

communicate with you in a variety of ways, such as by e-mail, or by posting notices and messages on the ZRHR Site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

By consenting to receive communications from us electronically, you understand that we may send you e-mail communications and solicitations regarding the Services, including, but not limited to, the following: (a) newsletters on topics that may be of interest to you; (b) notices about your use of the Services, including any notices regarding violations of these Terms; (c) invoices; (d) subscription renewals; (e) updates about the Services; (f) promotional information and materials about the Services; and (g) promotional information and materials about our subsidiaries and affiliated companies' products and services. We give you the opportunity to opt out of receiving promotional e-mails and e-mail newsletters from us by clicking the "unsubscribe" link in the body of the e-mail, or you may opt out of receiving such communications by following the methods listed in our [Privacy Policy](#). However, you shall not be afforded the opportunity to opt out of receiving the following communications via e-mail or by any other electronic method of communication noted in these Terms: (i) legal notices; (ii) notices regarding changes to these Terms of Use or changes to the Services; (iii) notices regarding violations of these Terms of Use; (iv) notices concerning subscription fees and subscription renewals; or (v) invoices for subscription fees.

Please note that we may also choose to send you any of the notices, communications, and solicitations discussed in this section by U.S. mail.

3. Nonconfidential Communications

You agree that any communications you make to ZRHR, such as questions, letters, or e-mails to the editor, comments, suggestions, information, and data (hereinafter collectively "Communications"), are not confidential unless you specifically state to us that the Communication is confidential. Unless you notify us in writing, you grant ZRHR the right to use your name in connection with any nonconfidential Communications submitted by you that ZRHR decides to display. In addition, you acknowledge and authorize that any nonconfidential Communications you make to ZRHR may be edited, removed, modified, transmitted, and displayed on the Services.

4. Privacy

Your privacy rights are set forth in our [Privacy Policy](#), which is incorporated into these Terms of Use. Please carefully review the [Privacy Policy](#) to learn about what information we may collect from you, how we use that information, with whom we share that information, and your choices about the collection and use of your information.

5. Ownership of the ZRHR Site and the Services

The ZRHR Site and the Services are owned and operated by ZRHR. In some instances, the Services may offer content or materials (collectively "Content") owned by other Content Providers. For purposes of this Agreement, "Content" is defined as texts, databases, charts, HTML or other code, software, graphics, logos, button icons, images, audio clips, video clips, digital downloads, mobile applications, directories, articles, checklists, forms, data compilations, and any other information accessible to you on the ZRHR Site, and the term "Content Provider" is defined as a person or organization that has provided copyrighted Content that is included in the Services.

All Content available on the ZRHR Site or the Services is the property of ZRHR, or, where applicable, its Content Providers.

6. Intellectual Property Rights

a. Ownership of the ZERORISK Hiring System

ZRHR, or other specifically identified Content Providers, are the owners of the copyright of all Content included in or produced by the ZERORISK Hiring System and all other ZERORISK HR products and services ("Products and Services"), including, but not limited to, the following:

- The ZERORISK Hiring System, and the software used by the ZERORISK Hiring System;
- The axiology and mathematical algorithms used by the ZERORISK Hiring System;
- All reports and questionnaires produced by the ZERORISK Hiring System;
- The ZERORISK Hiring System User's Manual;
- Benchmark scores generated by the ZERORISK Hiring System;
- All data collected by the ZERORISK Hiring System; and
- The ZERORISK HR websites, including the Client Portal through which Licensees access the ZERORISK Hiring System.

For purposes of this Agreement, "Content" means all information, materials, algorithms, text, graphics, charts, software, graphics, images, media, data, databases, data compilations, directories, reports, documentation, digital downloads, HTML or other source code, and any other intellectual property in or produced by the ZERORISK Hiring System and the Products and Services. For purposes of this Agreement, a "Content Provider" is a person or organization that has provided Content that is included in the ZERORISK Hiring System or in the Products and Services.

b. Title

Authorized user acknowledges that the ZERORISK Hiring System, the Content, as well as all other Products and Services, are the exclusive property of ZERORISK HR and its Content Providers. No rights, title, or interest in or to the ZERORISK Hiring System, the Content, or the Products and Services, are conferred to the authorized user by this Agreement. Moreover, no Intellectual Property

Rights associated with the ZERORISK Hiring System, the Content, and the Products and Services are conferred to authorized user by this Agreement. For purposes of this Agreement, “Intellectual Property Rights” means all patents, trademarks, service marks, trade names, copyrights, design rights, formulations, know-how, modifications, enhancements, revisions, and improvements, and all forms of protection of a similar nature or having equivalent or similar effect to any of them, which may exist anywhere in the world with respect to the ZERORISK Hiring System, the Content, and the Products and Services, whether or not such Intellectual Property Rights are registered and including applications for registration for any of them. The term “Intellectual Property Rights” also includes any other intellectual property in or produced by the ZERORISK Hiring System, the Content, and the Products and Services. These Intellectual Property Rights are protected under copyright, trade secret, and other intellectual property laws of the United States, applicable state law, international intellectual property treaty provisions, as well as by these Terms of Use.

c. Ownership of Intellectual Property Rights

ZERORISK HR and its Content Providers shall retain exclusive title to and ownership of all Intellectual Property Rights in the ZERORISK Hiring System, the Content, and the Products and Services. All intellectual property included in or produced by the ZERORISK Hiring System, the Content, and the Products and Services are copyrighted by ZERORISK HR, or the identified Content Provider, all rights reserved. Furthermore, “ZERORISK HR” and “ZERORISK HIRING SYSTEM” are trademarks of ZERORISK HR, or its subsidiaries. Other trademarks are the property of the identified Content Providers. Licensee and Licensor agree that ZERORISK HR and its Content Providers retain exclusive title to and ownership of all Intellectual Property Rights associated with the ZERORISK Hiring System, the Content, and the Products and Services.

d. Reservation of Rights

ZRHR hereby reserves any and all rights in and to the ZERORISK Hiring System and the Content, not expressly and explicitly granted by this Agreement.

7. Authorized Use of Services

Subject to your compliance with these Terms of Use and your payment of any applicable fees, ZRHR grants you a limited, revocable, nonexclusive, nontransferrable, nonsublicensable access and use of the Services solely for an Authorized User's own informational, noncommercial purposes as provided by this Agreement, but not for commercial exploitation or general distribution. You shall not sell or broker the Services, or any portion of the Content contained therein, and you must adhere to the [Restrictions on Use](#) below.

Authorized use includes entering the ZERORISK Hiring System client portal and scoring and/or administering Hartman-Kinsel Value Profiles for use with the ZERORISK Hiring System. For purposes of this Agreement, the term “Hartman-Kinsel Value Profiles” means the axiological profiling tools used by the ZERORISK Hiring System and the term “profile results” means the Candidate Profile and Interview Guide as well as any other pre-employment screening reports generated by the ZERORISK Hiring System. Authorized user may print out paper copies of the profile results for authorized user's own use or for the use of authorized user's clients if authorized user is an

authorized reseller of the ZERORISK Hiring System. Authorized user may also print out paper copies of the ZERORISK Hiring System Interview Profile Questionnaires and the ZERORISK Hiring System User's Manual for authorized user's own use or for the use of authorized user's clients if authorized user is an authorized reseller of the ZERORISK Hiring System.

8. Restrictions on Use

Use of the ZERORISK Hiring System is solely for authorized user's own use, or, if authorized user is an authorized reseller of the ZERORISK Hiring System, the use of authorized user's clients. Under no circumstances shall authorized user permit sublicensing of the ZERORISK Hiring System. Moreover, under no circumstances shall authorized user permit any third parties to access and use the ZERORISK Hiring System, or permit any third parties to copy any part, feature, or function of the ZERORISK Hiring System.

You must not use the ZERORISK Hiring System or the Content (as defined in Section 6 above) for any fraudulent or unlawful purposes. In addition, You must not access or use the ZERORISK Hiring System in a way that is intended to improperly avoid incurring License Fees or otherwise attempt to gain unauthorized access to the ZERORISK Hiring System.

The information provided in the profile results is intended for use as an aid in interviewing and choosing between prospective employees. Authorized user agrees that the profile results will be used in a consistent manner within authorized user's hiring process and that the profile results will not be used as the sole determiner of whether to hire candidates. The profile results should not be the sole criteria used in connection with any hiring or employment decision. In making hiring decisions, authorized user should consider all relevant factors regarding an applicant's qualifications, including, but not limited to, prior work experience, education, special skills, and training. Authorized user acknowledges and confirms that the profile results add additional elements for use when making hiring decisions, but the profile results cannot and do not guaranty the results of such hiring.

In addition, Your use of the ZERORISK Hiring System is subject to compliance with our [Privacy Policy](#).

In addition to other restrictions set forth, you agree to the following restrictions except as specified in 7. above:

- You must not share passwords with third parties, or otherwise authorize or permit any third party to access or use the Services.
- You must not reproduce Content contained in the Services that is owned by identified Content Providers. It is your responsibility to request authorization directly from the Content Provider for any such reproductions.
- You must not duplicate, copy, sell, resell, redistribute, download, transmit, create derivative works, reproduce in any form (whether directly or in condensed, selective, or tabulated form), or otherwise exploit for any commercial or public purposes, any portion of, use of, or access to the Services (including the Content).
- You must not use any manual or automated process or service (including, but not limited to, crawlers, robots, spiders, scraping, extraction tools, or periodic caching of information stored by ZRHR) to extract, retrieve, index, or in any way reproduce Content from the Services, or to access or use the Services.

- You must not modify, alter, tamper with, reverse engineer, decompile, disassemble, or otherwise create derivative works of any portion of the Services (including the Content).
- You must not use the Services in any manner or for any purpose other than expressly permitted by these Terms, the [Privacy Policy](#), any invoices, if applicable, or additional terms and conditions referenced herein or made available by hyperlink herein or on the Services.
- You must not sell, lend, resell, lease, sublicense, or otherwise transfer any of the rights granted to you with respect to the Services to any third party.
- You must not remove, obscure, or alter any copyright, trademark, or proprietary rights notice pertaining to the Services, including copyrights, trademarks, or proprietary rights notices on the Content or any reports generated and displayed by the Services.
- You must not access or use the Services in a way that is intended to improperly avoid incurring fees or otherwise attempt to gain unauthorized access to the Services.
- You must not restrict or inhibit any other person from using the Services (including by hacking or defacing any portion of the ZRHR Site or the Content).
- You must not use the Services to post, transmit, upload, link to, send, or store any viruses, worms, malware, Trojan horses, time bombs, or any other similar malicious software.
- You must not use the Services for any fraudulent or unlawful purpose.
- You must not try to use, or use the Service in violation of these Terms.

Your use of the Services is monitored for compliance with this Agreement, including the Restrictions on Use. Any failure to comply with this Agreement may result in termination of your access to the Services. Moreover, ZRHR reserves the right to take legal action, including, without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.

9. INDEMNIFICATION

A. ZERORISK HR'S INDEMNIFICATION OBLIGATIONS

TO THE FULLEST EXTENT PERMITTED BY LAW, ZERORISK HR SHALL INDEMNIFY AND HOLD HARMLESS AUTHORIZED USER, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ASSIGNS, FROM ANY THIRD-PARTY CLAIMS, DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES): (A) ARISING FROM OR CAUSED BY ZERORISK HR'S FAILURE TO MAINTAIN THE CONFIDENTIALITY OF THE PROFILE RESULTS; AND/OR (B) THE INFRINGEMENT, AS DETERMINED BY A COURT OF COMPETENT JURISDICTION, BY THE ZERORISK HIRING SYSTEM, THE ZERORISK NAME, OR ANY ZERORISK HR CONTENT OF ANY COPYRIGHT, PATENT, OR TRADEMARK OF ANY THIRD PARTY. HOWEVER, ZERORISK HR SHALL HAVE NO INDEMNITY OBLIGATION UNDER SECTION 9.A.(B) IF THE ALLEGED INFRINGEMENT IS CAUSED BY OR ARISES FROM: (I) A MODIFICATION, CHANGE OR DERIVATIVE WORK OF THE ZERORISK HIRING SYSTEM, THE ZERORISK NAME, OR THE CONTENT CREATED OR DEVELOPED BY USER OR ANY PARTY OTHER THAN LICENSOR; (II) USE OF THE ZERORISK HIRING SYSTEM, ZERORISK NAME, OR THE CONTENT OTHER THAN IN ACCORDANCE WITH THIS AGREEMENT; OR (III) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE USER.

B. USER'S INDEMNIFICATION OBLIGATIONS

TO THE FULLEST EXTENT PERMITTED BY LAW, USER SHALL INDEMNIFY AND HOLD HARMLESS ZERORISK HR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ASSIGNS, AND ITS PARENT, SUBSIDIARIES, AFFILIATES, RESELLERS, AND CONTENT PROVIDERS, FROM ANY THIRD-PARTY CLAIMS, DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES): (A) ALLEGING OR ASSERTING AUTHORIZED USER'S USE OF THE ZERORISK HIRING SYSTEM OR THE CONTENT IS IN VIOLATION OF ANY APPLICABLE LAW; (B) ARISING OUT OF USER'S UNACCEPTABLE OR INFRINGING USE OF THE ZERORISK HIRING SYSTEM OR THE CONTENT, INCLUDING, BUT NOT LIMITED TO, COPYING, PUBLISHING, REPRINTING, REENGINEERING, DISPLAYING, DISSEMINATING, REPRODUCING, HOSTING, OR OTHERWISE DISTRIBUTING THE ZERORISK HIRING SYSTEM OR THE CONTENT IN ANY WAY OR BY ANY MEANS WITHOUT OBTAINING ZERORISK HR'S PRIOR EXPLICIT WRITTEN PERMISSION TO DO SO; (C) BREACH OF SECTION 8 (LOCATION OF THE ZERORISK HIRING SYSTEM, TERRITORIAL RESTRICTIONS, AND EXPORT CONTROLS); AND/OR (D) ARISING FROM OR CAUSED BY USER'S FAILURE TO MAINTAIN THE CONFIDENTIALITY OF THE PROFILE RESULTS.

10. Authorized User Account Security and Confidentiality of Passwords

Your e-mail address and password are for your use only and not for use by any other person. You are responsible for maintaining the confidentiality of your password and agree not to share or transfer your password or e-mail address or lend or otherwise transfer your use of or access to the Services to any other individuals, including individuals employed by the same Entity as you. You are fully responsible for all activity on the Services that occurs in connection with your e-mail address or password. You agree to notify ZRHR immediately of any unauthorized use of your e-mail address or password or any other breach of security related to your account or to the Services, and, if using a shared computer or device to which other individuals have access, to ensure that you log off from the Services at the end of each session. ZRHR is not liable for any loss or damage arising from your failure to comply with any of the foregoing obligations.

11. Additional Terms Applicable to Entities

The following terms and conditions apply specifically to any Entity that is subject to these Terms: You agree to require each of your employees to be bound by the terms and conditions of this Agreement and you agree to remain responsible and liable for all acts and omissions of your employees in connection with their use of the Services, including any breaches of this Agreement. All references to your access and/or use of the ZRHR Site or the Services herein include access and/or use of the ZRHR Site or the Services by your employees. You agree that each of your employees is responsible for maintaining the confidentiality of any password that such employee

may use to access the ZRHR Site or the Services, and you agree not to let any employee transfer a password or e-mail address, or lend or otherwise transfer use of or access to the ZRHR Site or the Services, to other employees or any third party. If any employee leaves your Entity, or if you wish to disable an employee's access to the Services, you are responsible for any such changes. You are responsible for all interaction with the Services that occurs in connection with passwords or e-mail addresses associated with your employees, including any former employees.

12. Trial Subscriptions

ZRHR may offer an individual or Entity access to some or all of the Services on a free trial basis for a limited time ("Trial Subscription"). Trial Subscriptions are provided solely for the purpose of evaluating the Services. The Services included in any such Trial Subscription and the duration of the Trial Subscription will be specified by ZRHR in the applicable offer for a Trial Subscription. Trial Subscriptions are limited to individuals or Entities who have not previously subscribed to the Services, unless otherwise specified by ZRHR. An individual's or Entity's status as a new subscriber to the Services will be determined by ZRHR, in its sole discretion. If you are provided with a Trial Subscription, you must register under a trial account and you agree to use the Services solely for the purpose of determining whether to subscribe. You further agree that your Trial Subscription is subject to all other terms and conditions of this Agreement, including, but not limited to, [Acceptable Use](#) and [Restrictions on Use](#), and that you will comply with such Terms. At the end of your Trial Subscription, your access to the Services will cease unless you pay the applicable subscription fee. ZRHR reserves the right to monitor your use of the Services. Failure to comply with the Terms of Use will result in immediate termination of your Trial Subscription and may result in legal action against you.

13. Termination of Use

a. Termination by ZERORISK HR for Cause

ZERORISK HR may terminate this Agreement immediately if: (a) User dissolves its business, or is declared bankrupt or insolvent by a bankruptcy court of competent jurisdiction, or becomes the subject of a voluntary or involuntary bankruptcy or insolvency proceeding, if that proceeding is not dismissed with prejudice within sixty (60) days after filing; (b) User fails to pay invoices for Fees within one hundred twenty (120) days of issuance; or (c) if User materially breaches a term or provision of this Agreement, and fails to cure such breach within thirty (30) days of its receipt of written notice of said breach from ZERORISK HR. Events that constitute a "material breach" include, but are not limited to, failure to adhere to the authorized use in Section 7; failure to adhere to the restrictions on use set forth in Section 8; use of the ZERORISK Hiring System, the ZERORISK name, or the Content in a way that is potentially illegal, improper or violates or infringes upon ZRHR's rights or the rights of a Content Provider or any other party; or sublicensing or allowing third parties access to or use of the ZERORISK Hiring System or the Content.

If this Agreement is terminated pursuant to this Section 12, use granted under this Agreement shall immediately cease upon ZRHR's delivery to user of written notice of termination (such date being

the “Termination Date”), and user will no longer be provided access to and use of the ZERORISK Hiring System. Moreover, termination of this Agreement pursuant to this Section 12 shall not relieve user of its obligation to pay any Fees that became due prior to such termination, and through the end of the then current Subscription Term. Furthermore, if ZERORISK HR terminates this Agreement pursuant to Section 12, user shall not be entitled to a refund of any prepaid License Fees for access to or use of the ZERORISK Hiring System beyond the Termination Date.

14. LIMITED WARRANTY AND WARRANTY DISCLAIMER

Limited Warranty. Licensor warrants that under normal use, the ZERORISK Hiring System shall perform the functions specified in the current ZERORISK Hiring System’s User Manual. However, this warranty shall not apply if Licensee has modified, revised, adapted, or made changes to the ZERORISK Hiring System, or if the ZERORISK Hiring System is no longer supported on the operating system used by Licensee.

ZERORISK HR’S WARRANTY DISCLAIMER. TO THE FULLEST EXTENT PERMITTED BY LAW, THE WARRANTY SET FORTH IN SECTION 5.1 ABOVE IS YOUR EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE. WITHOUT LIMITING THE FOREGOING, LICENSOR MAKES NO STATEMENTS, REPRESENTATIONS, OR WARRANTIES: (A) THAT THE ZERORISK HIRING SYSTEM WILL MEET YOUR REQUIREMENTS WITH RESPECT TO YOUR HIRING PROCESS; (B) REGARDING THE ACCURACY OR APPLICABILITY OF THE PROFILE RESULTS; (C) THAT OPERATION OR USE OF THE ZERORISK HIRING SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE; OR (D) THAT USE OF THE ZERORISK HIRING SYSTEM WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, OTHER MALICIOUS SOFTWARE, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND ZERORISK HR EXPRESSLY DISCLAIMS ANY LIABILITY RELATING THERETO.

15. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT SHALL ZERORISK HR, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ASSIGNS, OR ITS PARENT, SUBSIDIARIES, AFFILIATES, RESELLERS, OR CONTENT PROVIDERS, BE LIABLE TO YOU FOR: (A) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION COSTS, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF COST-SAVINGS, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR WASTED MANAGEMENT AND STAFF TIME; OR (B) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT OR FROM USE OF THE ZERORISK HIRING SYSTEM, EVEN IF ZERORISK HR, ITS OFFICERS, DIRECTORS,

EMPLOYEES, AGENTS OR ASSIGNS, OR ITS PARENT, SUBSIDIARIES, AFFILIATES, RESELLERS, OR CONTENT PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY.

IF THE FOREGOING LIMITATION IS HELD TO BE UNENFORCEABLE, ZERORISK HR'S MAXIMUM LIABILITY TO AUTHORIZED USER FOR ALL DAMAGES (INCLUDING DIRECT DAMAGES), LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, ARISING FROM THIS AGREEMENT OR FROM USE OF THE ZERORISK HIRING SYSTEM SHALL NOT EXCEED THE LESSER OF: (1) TEN THOUSAND DOLLARS (\$10,000) OR (2) THE AMOUNT OF THE LICENSE FEES PAID BY LICENSEE FOR ACCESS TO THE ZERORISK HIRING SYSTEM DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT THAT LED TO LICENSEE'S LOSS. THIS SECTION 5. SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

16. No Financial, Legal, or Other Professional Advice or Services

The Services are not intended to provide specific legal, financial, investment, tax, or other professional advice or services (collectively "Professional Advice"). Moreover, any information provided by an employee or agent of ZRHR, whether by telephone, e-mail, letter, or other form of communication, is intended solely for general information purposes and does not constitute Professional Advice. If you need specific Professional Advice, you should seek and retain the services of a competent professional.

Moreover, the Services and all Content available therein are provided solely for informational, noncommercial purposes and should not be relied upon as all-inclusive. Opinions expressed by Content Providers are those of the author and are not necessarily the opinions of the author's employer or of ZRHR.

17. Internet Delays, Availability of and Modifications to the Services

While ZRHR will make all reasonable efforts to ensure that the Services are available at all times, all online services suffer from occasional disruptions, technical difficulties, outages, or other problems inherent in the use of the Internet. ZRHR is not liable for any loss or damages you may incur as a result of such disruptions, technical difficulties, outages, or other problems inherent in the use of the Internet. Moreover, ZRHR reserves the right to (a) change or modify the Services, or any portion thereof, at any time and without prior notice to you; (b) interrupt the operation of the Services, or any portion thereof, at any time and without prior notice to you, in order to update or make changes to the Services, or to perform routine or nonroutine maintenance; and (c) suspend or discontinue the Services, or any portion thereof, at any time. In the event of such suspension or discontinuation, electronic notice will be provided to you according to the terms and provisions of this Agreement.

18. Links to Third-Party Websites

The Services may contain links to third-party websites, services, and resources (collectively "Linked Sites") that are not owned or controlled by ZRHR or its subsidiaries or affiliated companies. These Linked Sites are provided solely as a convenience to You and not because we or affiliated companies endorse or assume any responsibility for any such Linked Sites, including, but not limited to, the information, materials, products, services, data, features, advertisements, or other content on such Linked Sites. If you access the Linked Sites from the Services, you do so at your own risk, and you understand that these Terms and ZRHR's [Privacy Policy](#) do not apply to the use of such Linked Sites. Upon access to any such Linked Sites, ZRHR recommends that you carefully review the specific website's terms and conditions and conditions of use, including, but not limited to, the Linked Sites' privacy policy. ZRHR expressly disclaims any and all liability arising from your use of the Linked Sites, including any information, materials, products, services, data, features, advertisements, or any other content on such Linked Sites.

19. Location of the Services, Territorial Restrictions, and Export Controls

The ZERORISK Hiring System is controlled and operated by ZERORISK HR from its offices within the State of Texas, United States of America. ZERORISK HR makes no representation that the ZERORISK Hiring System is appropriate or available for use in other locations and other countries. The ZERORISK Hiring System is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation, or which would subject ZERORISK HR to any registration requirement within such jurisdiction or country. Those who choose to access the ZERORISK Hiring System from other locations or other countries do so on their own initiative and at their own risk and are responsible for compliance with local laws in that territory, if and to the extent that local laws are applicable.

ZERORISK HR may limit the ZERORISK Hiring System's availability, in whole or in part, to any person, geographic area or jurisdiction ZERORISK HR chooses, at any time and in ZERORISK HR's sole discretion.

You may not use or otherwise export or re-export the ZERORISK Hiring System except as authorized by United States law. In particular, but without limitation, the ZERORISK Hiring System may not be exported or re-exported: (a) into any U.S. embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By entering into this Agreement, You represent and warrant that You are not located in any such country or on any such list. You also agree that You will not use the ZERORISK Hiring System for any purposes prohibited by United States law.

ZERORISK HR EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY ARISING FROM OR CAUSED BY USER'S BREACH OF THIS SECTION 18.

20. Notice

Any notice or other communication required or permitted to be given under this Agreement shall be by e-mail with confirmation of receipt or in writing mailed by certified mail, return receipt requested or by Federal Express, Express Mail, or similar overnight delivery or courier service or delivered (in person or by telecopy, telex, or similar telecommunications equipment).

In the case of notice to Authorized User, the notice shall be directed to the address, fax number, or e-mail address on file. In the case of notice to ZERORISK HR, such notice shall be directed to:

ZERORISK HR, Inc.

ATTN: Mike Poskey

12222 Merit Drive – Suite 1600

Dallas, Texas 75251

Email: Mike.P@ZERORISKHR.com

Fax: 972-767-4580

Authorized user is responsible for reporting to ZERORISK HR any changes to its address, its fax number, as well as the name and e-mail address of the person to whom notices should be directed.

Any notice or other communication given by certified mail shall be deemed given at the time of certification thereof except for a notice changing a party's address (or e-mail address or fax number) which shall be deemed given at the time of receipt thereof. Any notice given by other means permitted by this Section shall be deemed given at the time of receipt thereof.

21. Entire Agreement

These Terms, including our [Privacy Policy](#), applicable Enterprise license, or other terms and conditions incorporated into these Terms by reference or by hyperlink, together with any invoices for fees, to the extent such fees are applicable, constitute the entire agreement between ZRHR and you with respect to visiting, accessing, browsing, using, or continuing to browse and use the Services, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and ZRHR with respect to such subject matter.

22. Changes to These Terms, Additional Terms

We reserve the right to change, modify, or revise these Terms. We will date and post the most current version of these Terms on the Services. We will revise the "LAST UPDATED" date at the top of these Terms, and any changes will be effective upon posting of the revised version of these Terms (or such later effective date as may be indicated at the top of the revised Terms). If, in our sole discretion, we deem a revision to these Terms to be material, we will notify you by e-mail, or by posting a prominent notice on the Services, or by any other method ZRHR reasonably determines

will provide appropriate notice. Moreover, additional terms may apply to certain portions of the Services (the "Additional Terms"). In those situations, we will notify you of any such Additional Terms in a manner consistent with this Agreement, including by posting such Additional Terms on the applicable Services. It is your responsibility to check the ZRHR Site or the Services periodically for changes to these Terms. Therefore, we encourage you to check the date of these Terms of Use on a regular basis to see if these Terms have been updated. YOUR CONTINUED ACCESS TO OR USE OF ANY PORTION OF THE ZRHR SITE OR THE SERVICES CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY ANY SUCH CHANGES TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, OR ANY SUBSEQUENTLY REVISED VERSION OF THESE TERMS OF USE, OR ANY ADDITIONAL TERMS, YOUR SOLE REMEDY IS TO DISCONTINUE USE OF THE SITE AND THE SERVICES.

23. Governing Law, Forum

These Terms of Use shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, United States of America, without regard to its conflict of laws principles AND WILL SPECIFICALLY NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE. Any dispute, action, or proceeding arising out of or related to these Terms (including any of our policies referred to herein) or your use of the Services must be commenced in the state or federal courts located in Dallas County, Texas, United States of America, which shall be the exclusive jurisdiction and venue of said dispute, action, or proceeding, and both you and we agree to submit to the personal jurisdiction of such courts for the purposes of litigating such action or proceeding.

24. Attorneys' Fees

The prevailing party in any dispute, action, or proceeding arising out of or related to these Terms (including any of our policies referred to herein) or your use of the Services shall be entitled to reasonable attorneys' fees and court costs.

25. Assignment

No provision of these Terms shall be deemed to confer any third-party rights or benefits. You may not assign or sublicense these Terms of Use, or any license, rights, or benefits granted under these Terms of Use. We may assign or transfer our rights and obligations under these Terms, in whole or in part, to a third party, at any time and without prior notice to you.

26. Confidentiality of Fees

To the extent that fees are not posted, listed, or otherwise specified on the Services, neither party will disclose the fee amounts to any third party, unless required to do so by an order of any court or governmental authority of competent jurisdiction.

27. Severability

If any provision or any portion of any provision of these Terms is found by a court of competent jurisdiction and venue to be unlawful, void, or unenforceable in whole or in part, that provision, or any portion thereof, shall be deemed severable from these Terms and will not affect the validity and enforceability of the remaining provisions.

28. Waiver

A party may only waive its rights under these Terms, by a written document executed by both parties. No delay or omission on the part of either party in exercising any right or remedy under this Agreement will be construed to be a waiver thereof. A waiver of any right or remedy on any one occasion shall not be construed as a bar to or waiver of such right or remedy or any other right or remedy on any future occasion.

29. Headings

The headings or titles of the sections of this Agreement are for convenience of reference only and shall not be used to construe the terms of this Agreement.

30. Contact Us

If you have questions regarding the ZRHR Site, the Services, or the meaning or application of these Terms, please click [here](#) to contact us. You can also contact us at the following address or phone number:

ZERORISK HR, LLC
Attn: HR Services Department
12222 Merit Drive
Suite 1600
Dallas, TX 75251

Tel: (972) 996-0800

Toll-Free: (800) 827-5991

Please note that electronic communications will not necessarily be secure. Therefore, you should not include credit card information or other sensitive information in any electronic correspondence with ZRHR.