

# **E-SIGN Act Disclosure and Consent**

## **("Consent Agreement")**

Before providing electronic signatures or obtaining legally required disclosures and notices electronically, please review and indicate your acceptance of the terms below. If you do not accept these terms or do not agree to the use of electronic disclosures and signatures, we will provide you with, or make available to you, any required disclosures on paper or non-electronic form at no additional charge to you. Pursuant to the Federal Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), you have a right to receive any disclosures or notices in a non-electronic form.

### **1. Intent to Use Electronic Signatures**

By clicking the "I AGREE" button below—which you hereby adopt as your electronic signature—you affirmatively consent and agree that you are signing this Consent Agreement electronically and your electronic signature on agreements and documents has the same effect as if you signed them in ink. You further agree that your electronic signature is the legal equivalent of your manual signature and will continue to be any time you use our websites and services to execute any document.

By clicking the "I AGREE" button below, you agree to the use of electronic signatures, such as your act of clicking, checking or otherwise manifesting your assent anytime you use our websites and services. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or in providing or making any agreement, acknowledgement, or consent constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement 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 E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting contract.

### **2. Consent to Electronic Disclosures & Notices**

By clicking the "I AGREE" button below, you consent to the electronic delivery of any disclosures, agreements, change notices, terms and conditions and any other documents in connection with your ongoing use of our websites and services. Your consent applies to any disclosures and notices required to be provided to you in accordance with Federal or state law or regulations. You also agree that we do not need to provide you with additional paper (non-electronic) copies of the disclosures, agreements, change notices, terms and conditions and any other documents, unless specifically requested. If you would like to request additional paper copies of any of the aforementioned documents, you may do so at no additional charge to you via email using the "Contact Us" form on our website - <https://www.verticalscreen.com> or by telephone at 800-260-1680 or by postal mail at PO Box 541 Southampton, PA 18966.

### **3. Withdrawal of Consent to Electronic Signatures & Electronic Disclosures**

You may withdraw your consent to use electronic signatures or to receive electronic disclosures at any time by contacting us via email using the "Contact Us" form on our

website - <https://www.verticalscreen.com> or by telephone at 800-260-1680 or by postal mail at PO Box 541 Southampton, PA 18966. Any withdrawal of your consent to receive electronic disclosures or to use electronic signatures will be effective only after we have a reasonable period of time to process your withdrawal. However, withdrawing your consent to this Consent Agreement will terminate your ability to provide electronic signatures and to receive disclosures and other documents electronically. Continuing to provide electronic signatures after withdrawing consent is reaffirmation of your consent to the use of electronic signatures under the E-SIGN Act.

#### **4. You Must Keep Your Contact Information Current**

In order for us to be able to provide you with important notices and other information from time to time, you must ensure that the contact information in your online profile is current. This includes, but is not limited to, name, address, phone numbers and e-mail or other electronic addresses. In order to update your information contact us by phone or e-mail at 800-260-1680 or via email at ApplicantServicesFollowUp@verticalscreen.com.

#### **5. Hardware and Software You Will Need**

To use our websites and online services, Internet Browser software that supports at least 128-bit encryption, a current version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader), a printer if you wish to print out and retain records, disclosures, or any other documents, and a current and valid e-mail address are required. You are responsible for the installation, maintenance, and operation of the computer and browser software that you use for these online services. By clicking the "I AGREE" button below, you acknowledge that you are able to access information in the electronic form that will be used to provide the information that is the subject of this Consent Agreement.

Please indicate your consent to the use of electronic signatures and your consent to receiving disclosures and notices electronically by clicking the "I AGREE" button below. By providing your consent, you are also confirming that you have the hardware and software described above, that you are able to provide electronic signatures, and that you have an active email account. You are also confirming that you are authorized to provide this consent.

I AGREE to the use of electronic signatures and to receiving documents and disclosures electronically.

I DO NOT AGREE to the use of electronic signatures and to receiving documents and disclosures electronically. If you select this option, please contact our Help Desk at the following email/telephone to assist you with a manual, non-electronic process: 1-833-802-6381, 00+1+215+876-6000 x2006 for international callers or Support@verticalscreen.com.

## **TERMS OF SERVICE**

**THIS TERMS OF SERVICE AGREEMENT (THIS “AGREEMENT”) IS BETWEEN VERTICAL SCREEN, INC. (“VERTICAL SCREEN”) AND YOU.**

1. Use of the Service. Upon acceptance of the terms of this Agreement and registration as a user, Vertical Screen will permit you to access and use Vertical Screen's web-deployed services and features, including the ApplicationStation platform (the "Service") by accessing one of Vertical Screen's web sites (the "Site"). Except for your limited right to access and use the Service and the Site, Vertical Screen does not grant you any other right or license, by implication or otherwise.

2. Information Requested. The Service permits you to access and complete information for purposes of completing forms and processes as requested by your current or potential employer(s) or an entity that otherwise engages you (each, an "Employer"). You acknowledge and agree that the information requested, including any statements or questions contained therein, are the sole responsibility of the applicable Employer and not of Vertical Screen. Should you have any questions or concerns regarding the information requested, you should contact the applicable Employer.

3. Compliance with Vertical Screen Policies. You agree to comply with all procedures and policies that Vertical Screen may establish with respect to the Service and the Site (collectively, the "Policies"). You are solely responsible for any and all acts and omissions that occur under your account or password.

4. Acceptable Use. You agree not to use the Service or the Site to (i) disseminate or transmit unsolicited communications, (ii) disseminate or transmit material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening, or malicious, (iii) disseminate or transmit files, graphics, software, or other material that actually or potentially infringes the copyright, trademark, patent, trade secret, or other intellectual property right of any third party, (iv) create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication, (v) interfere, disrupt, or attempt to gain unauthorized access to other accounts on the Service or any other computer network, (vi) disseminate or transmit viruses, trojan horses, or any other malicious code or program, or (vii) engage in any other activity deemed by Vertical Screen to be an unacceptable or inappropriate use of the Service or the Site.

5. Privacy Policy. We have established and implemented a privacy policy (which may be modified by Vertical Screen from time to time) describing, without limitation, what information we collect and how we use such information. You may review our current privacy policy by clicking [HERE](#). By entering into this Agreement, you acknowledge and agree that you have had the opportunity to review our privacy policy and that you consent to our collection of information consistent with its provisions.

6. Third Party Components. You acknowledge and agree that use of the Service and the Site require third party equipment and software (collectively, the "Third Party Components") that must be provided by you (e.g. a computer(s), a connection to the internet, operating system software, and a web browser -the necessary version of any of the foregoing to be designated by Vertical Screen from time to time). VERTICAL SCREEN SHALL HAVE NO RESPONSIBILITY TO YOU OR ANY THIRD PARTY WITH RESPECT TO THE THIRD PARTY COMPONENTS.

7. Support. Vertical Screen will provide you with its standard support services for similarly situated users of the Service. Such support services may include support via the “help” pages on the Site or by e-mail response.

8. Reservations. Vertical Screen retains all right, title, and interest in and to the Service, the Site, and any software used by Vertical Screen in providing the Service and the Site and any other intellectual property or proprietary rights owned by or licensed to Vertical Screen. Any rights not expressly granted to you herein are reserved by Vertical Screen. You agree not to copy, reproduce, mirror, distribute, republish, download, rent, lease, loan, modify or create derivative works, adapt, translate, perform, display (except as necessary to exercise your rights hereunder), sublicense, or transfer the Service, the Site, any software used by Vertical Screen in providing the Service, or any other applicable materials, in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise, unless you receive prior written permission from Vertical Screen or the copyright owner. Without limiting the generality of the foregoing, you agree not to offer or permit the Service or the Site to be used by any third parties nor to attempt to use the Services or the Site in a service bureau capacity. You agree not to reverse engineer, disassemble, or decompile the Service or any software used by Vertical Screen in providing the Service and the Site. You acknowledge that the Service, the Site, and the software used by Vertical Screen in providing the Service and the Site contain Vertical Screen’s proprietary and confidential information. You agree to abide by and not remove, obscure, or modify any proprietary notices accessible through the use of the Service, the Site, or any software used by Vertical Screen in providing the Service or the Site, or appearing on any reports or downloadable files generated through your use of the Service or the Site.

9. Term; Termination. The term of this Agreement shall commence when you click “I AGREE” at the bottom of this Agreement and shall continue until terminated in accordance with the provisions of this Section 9. Either party may terminate this Agreement for any reason at any time. Without limiting the generality of the foregoing, Vertical Screen may immediately terminate this Agreement, or limit your access to the Service and the Site, if you (i) fail to comply with any term or condition of this Agreement; (ii) use or attempt to use the Service or the Site in a manner that violates any Policy, (iii) transfer, distribute, or disclose the Services or the Site (including your user ID or password) to a third party, or (iv) attempt to modify the Services or the Site (except as permitted by Vertical Screen for you to make use of the Services). Sections 2, 8, 9, 12, 13, 14, 15, and 16 and this sentence shall survive the expiration or termination of this Agreement for any reason.

10. Warranty by You. You represent and warrant to Vertical Screen that (i) you are at least 18 years of age, (ii) you shall comply with all terms and conditions of this Agreement, including, without limitation, all of the Policies, and (iii) all information you have provided or may provide to Vertical Screen in connection with this Agreement is and shall be, to the best of your knowledge, complete and accurate.

11. Warranty by Vertical Screen. Vertical Screen warrants to you that the Service shall be reasonably available to you, subject to reasonable downtime for maintenance, upgrades, testing, and backup. Your sole and exclusive remedy for a failure of Vertical

Screen to make the Service reasonably available as described in the previous sentence, and Vertical Screen's sole and exclusive obligation, shall be for Vertical Screen to use commercially reasonable efforts to promptly make the Services reasonably available.

12. Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 11, (A) THE SERVICE AND THE SITE ARE PROVIDED ON AN "AS IS," "WITH ALL FAULTS" BASIS, (B) THE ENTIRE RISK AS TO SATISFACTORY QUALITY AND PERFORMANCE IS WITH YOU, (C) VERTICAL SCREEN DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR FITNESS OF RESULTS, NON-INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE OR THE SITE, OR OTHERWISE. YOU ACKNOWLEDGE AND AGREE THAT THE DESCRIPTIONS OF THE SERVICE AND THE SITE PROVIDED BY VERTICAL SCREEN, WHETHER THROUGH THE SITE, BY AN EMPLOYER, OR OTHERWISE, ARE NOT A PART OF THIS AGREEMENT.

13. Release. You hereby release and forever discharge Vertical Screen from any and all claims, demands, and causes of actions arising out of or relating to any Application (including, without limitation, any allegation relating to discriminatory hiring or employment practices) or the processing of any Application by an Employer.

14. Indemnity. You agree to defend, indemnify and hold harmless Vertical Screen and its directors, officers, employees, agents, predecessors, successors, parents, subsidiaries, assigns or affiliates (the "Vertical Screen Parties") from and against any and all damages, fines, penalties, costs, and other amounts (including reasonable attorneys' fees and expenses) resulting from claims, demands, or causes of actions relating to or arising out any information you may provide to an Employer, whether such information is included in an Application or otherwise.

15. Limitation of Liability. IN NO EVENT SHALL ANY OF THE VERTICAL SCREEN PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR BUSINESS INFORMATION AND THE LIKE), WHETHER IN AN ACTION BASED IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SERVICE OR THE SITE, OR WITH ANY APPLICATION. IN NO EVENT SHALL VERTICAL SCREEN'S TOTAL LIABILITY TO YOU UNDER THIS AGREEMENT EXCEED \$100. THE FOREGOING LIMITATIONS OF LIABILITY REFLECT A DELIBERATE AND BARGAINED FOR ALLOCATION OF RISKS BETWEEN VERTICAL SCREEN AND YOU AND ARE INTENDED TO BE INDEPENDENT OF ANY EXCLUSIVE REMEDIES AVAILABLE UNDER THIS AGREEMENT, INCLUDING ANY FAILURE OF SUCH REMEDIES TO ACHIEVE THEIR ESSENTIAL PURPOSE.

16. Miscellaneous. You shall not assign this Agreement or any of your rights or obligations hereunder without the written consent of Vertical Screen. Vertical Screen shall not be liable for any failure or delay in its performance under the Agreement



(including, without limitation, provision of the Service) due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, acts of third parties, failures of third party software or equipment (including, without limitation, Third Party Components), power or electrical failures, internet protocol packet loss or misrouting, and any internet connectivity failures. This Agreement is governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles. If any provision of this Agreement is held by a tribunal of competent jurisdiction to be illegal, invalid, or otherwise unenforceable in any jurisdiction, then to the fullest extent permitted by law (i) the same shall not effect the other provisions of this Agreement, (ii) such provision shall be deemed modified to the extent necessary to render such provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest extent the intent of the parties as set forth herein, and (iii) such finding of invalidity, illegality, or unenforceability shall not affect the validity, legality, or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, the Disclaimers of Warranties in Section 12 and the Limitations of Liability in Section 15 are considered by the parties to be integral to this Agreement and shall not be modified or severed from this Agreement. Vertical Screen's failure to act with respect to a breach by you or others does not waive Vertical Screen's right to act with respect to subsequent or similar breaches. No waiver of any term of this Agreement will be valid unless in writing and acknowledged in writing by both parties. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings between the parties with respect to the subject matter hereof, whether written or oral.

If you have not already done so, you should print or save a copy of this Agreement for your future reference.

To print a copy of this Agreement, click [HERE](#).

To save a copy of this Agreement, click [HERE](#).

**BY CLICKING ON THE "I AGREE" BUTTON BELOW, YOU ACCEPT THIS AGREEMENT AND ASSENT TO AND AGREE TO BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS AS IF YOU HAD SIGNED A HARD COPY VERSION OF IT IN INK. IF YOU DECLINE THIS AGREEMENT, THEN CLICK ON THE "I DO NOT AGREE" BUTTON, AND YOU WILL NOT BE PERMITTED TO ACCESS OR USE THE SERVICE.**