



TERMS OF USE

Welcome and thank you for joining Zefik Safety Network, a safety centric business community, which empowers your safety programs and enables your networking. We are looking forward to serving you and becoming your one stop shop for all things safety.

Note: Please be advised that by using our Products and Services you are agreeing to and accepting the following **Terms of Use**, and effectively entering into a legally binding agreement with Zefik, LLC. You also agree and accept our **Privacy Policy**, which covers how we collect, use and share any information we receive from or on behalf of the Network’s members.

Last updated on April 1, 2015

1.0 MISSION	1.1 To reduce safety risks and mitigate safety losses by connecting safety conscious Service Consumers with safety centric Service Providers.
2.0 PARTIES	2.1 Parties. Each of the foregoing entities is individually referred to herein as a “ Party ”, and are collectively referred to hereinafter as the “ Parties ”.
Zefik	<p>2.2 Zefik, LLC is a privately held New York Limited Liability Company (hereinafter Zefik).</p> <p>2.2.1 Zefik manages and operates Zefik Safety Network (hereafter Network)</p> <p>2.2.2 The Network is a Safety Centric Business Community in which Service Consumers register with in order to receive access to, manage and verify certain safety compliance statuses of third party Service Providers, and to which Service Providers enroll in and subscribe to in order to become visible to and connect with the Network’s Service Consumers of their choice.</p>
Service Consumers	<p>2.3 Service Consumers consist of Business Entities and their Authorized Staff that “contract out” and/or otherwise outsource some part(s) of their business operation(s) to a third party Service Provider(s) (hereinafter Service Consumers).</p> <p>2.3.1 Business Entities are identified by, and their Zefik Accounts (Z-Account) are established based on, the information found on their IRS W-9 form, submitted during the initial registration process (hereinafter Business Entities (SC)).</p> <p>2.3.2 Authorized Staff (including but not limited to agents, employees and other authorized representatives) identified and authorized by their respective Service Consumers (hereinafter Authorized Staff).</p> <p>2.3.3 Safety Standard(s) are unique to each Service Consumer’s needs and nature of its business. Safety Standard(s) may cover only one Registered Site which may include multiple locations of the same Service Consumer. The same Service Consumer may have many different Safety Standards each covering only one Registered Site. A Safety Standard may impose certain requirements on both Service Provider’s Business Entities and their Affected Personnel</p>



<p>Service Consumers</p>	<p>individually and/or collectively. A Safety Standard(s) will be made available to enrolled Service Providers upon request or upon a subscription to a given Safety Standard(s). Service Consumers have the right to reasonably amend their Safety Standards, without prior approval from Service Providers. Zefik will notify each affected Service Provider of any such changes and allow commercially reasonable time to make necessary adjustments to comply with the changes or unsubscribe from the amended Standard(s). All Safety Standards are available online, and the Service Provider will be given access to each specific Service Consumer’s Safety Standard upon request and/or at the time of subscription to the given Standard.</p> <p>2.3.4 Registered Site is a site owned and/or operated by a Service Consumer which is registered and covered by a single Safety Standard. A Registered Site may consist of multiple locations, provided all such locations share the same Safety Standard. With respect to a Service Consumer that has multiple locations that utilize dissimilar Safety Standards: Zefik shall verify the compliance of each Service Provider, by the individual Safety Standard applied to per each Registered Site and will charge separate Safety Standard(s) subscription fees from the subscribed Service Providers per each Safety Standard it has subscribed to. Service Consumers are advised to provide a detailed address for each Registered Site (please advise your account manager if your single Registered Site covers multiple locations within a significant driving distance one from another, which may affect a Service Provider’s ability to deliver its services across two distant locations). The address of each Registered Site is made available to all Service Providers to allow them to make their commercial decisions regarding their ability to deliver their services to each given location covered under the same Registered Site.</p>
<p>Service Providers</p>	<p>2.4 Service Providers consist of third party Business Entities, Administrative Contacts and Affected Personnel to whom Service Consumers “contract out” and/or outsource some part(s) of their business operations, and are not an organic part of such Service Consumers corporate structure (hereinafter Service Providers).</p> <p>2.4.1 Business Entities (including, but not limited to, contractors, subcontractors, materials suppliers, motor carriers, etc.) are identified by, and their Z-Accounts are established based on, the information found on their IRS W-9 form submitted during the initial enrollment process (hereinafter Business Entities (SP))).</p> <p>2.4.2 Administrative Contacts are individuals who are designated by a Service Provider for the sole purpose of being contacted by Zefik’s Support Center and/or by a Service Consumer’s Authorized Staff, for any and all administrative tasks (including sales activities) (hereinafter Admin Contact). Admin Contacts are not counted as Affected Personnel and no Safety Standard(s) compliance data will be collected on them. The same Service Provider’s individual can be both: an Admin Contact and an Affected Person, in such case this individual will have to have two different accounts/records on file, one as an Affected Personnel the other as an Admin Contact. Service Providers are allowed to designate multiple Admin Contacts for Zefik, but only one Admin Contact per Service Consumer’s Registered Site. Zefik charges no fees for Admin Contact accounts.</p> <p>2.4.3 Affected Personnel are individuals who are identified and registered by Service Provider’s Admin Contacts as Affected Personnel for at least one Service Consumer’s Registered Site (hereinafter Affected Personnel). Each Affected Employee registered by Service Providers MUST be employed by its respective Service Provider UNDERNEITH its FEIN!!! It is a FRAUD to register and/or allow Affected Employees of other Service Providers (using</p>



different FEIN) to access any of the Network Registered Sites on your behalf. Each Affected Person must be registered in Zefik “underneath” its respective Service Provider’s Business Entity Account at all times, otherwise such account automatically deactivates. A Service Provider may disassociate a given Affected Person from any and all Safety Standards. Affected Personnel can only be associated with a Registered Site/Safety Standard to which their employer (Service Provider) is actively subscribed to. In some cases an Affected Person’s account (with all of its relevant data) may be “carried over” with him/her from one Service Provider to another if/when he/she changes employers (Service Provider).

3.0 SERVICES

Zefik oversees and coordinates the collection, input and electronic analysis and storage of the data pertaining to Service Providers’ and their Affected Personnel’s subscription to and compliance with certain Service Consumers’ Safety Standard(s).

- 3.1 Overview.** Zefik oversees and coordinates the collection, input and electronic analysis and storage of the data pertaining to the Service Providers’, their Admin Contacts and Affected Personnel’s subscription to and compliance with certain Service Consumers’ **Safety Standard(s)**. Specifically, the Network works with the Service Providers and Affected Personnel who connect to a Service Consumer(s) by subscribing to comply with its Safety Standard(s), to ensure their compliance with the said Safety Standard(s), its rules, regulations and requirements.
- 3.2 WebApp.** All information to be assembled and maintained by Zefik under this Agreement will be available to Service Consumers’ Authorized Staff at all times via the Internet through the Network’s WebApp (hereinafter **WebApp**). Zefik will use its best efforts to resolve any technical difficulties affecting the WebApp as quickly as possible, and within 48 hours of receiving notification of the said technical difficulties, with the exception of a catastrophic event outside of Zefik’s control. Zefik will also use its best efforts to ensure the security of the WebApp, and to appropriately safeguard privacy interests as per our Privacy Policy.
- 3.3 Support Center.** Any and all communication between Service Consumers and/or Service Providers with Zefik on any subjects, except as described in Paragraph 10.10, must be conducted electronically via support@zefik.com. Service Providers and Service Consumers shall provide the requested information and/or documentation in the form specified by Zefik in its request for the said information and/or documentation (keeping the Ticket/Case numbers in the email subject line regarding any and all “open cases” communication). Zefik has the right to reject and/or refuse to process any information and/or documentation that is not provided in the requested form.
- 3.4 Z-DB (Zefik Data Base).** Our proprietary and custom designed Algorithms evaluate any and all data and documents submitted to Zefik and creates all Compliance Status Reports for each individual Service Provider and/or Affected Personal as per each respective Safety Standard(s) to which they are actively subscribed.
- 3.5 Compliance Status Reports** (aka Soft Inquiry). This is the most common routine, where Service Consumers are encouraged to verify Safety Standard compliance of a Service Provider as it appear in the WebApp (hereinafter **Compliance Reports**). Service Providers can inquire regarding their ongoing Compliance by contacting the Support Center. Additionally, all Service Providers will be notified of their compliance status changes by Support Center at the time of change. **Zefik strongly advises** Service Consumers to attach the Compliance Reports of their Service Providers to their respective POs/Contracts and/or employees daily roster.
- 3.6 Hard Inquiry.** The goal of a Hard Inquiry is to minimize the risk/chance of a new and/or "underreported"/"unknown" safety incident/losses occurrence. Upon receipt of a Hard Inquiry from a Service Consumer, Zefik will request a Service Provider re-submit its COI and Current WC Loss Run (dated no earlier than the date of such Hard Inquiry). Zefik will notify all affected parties if newly



The Network works with the Service Providers who connect to a Service Consumer(s) by subscribing to comply with its Safety Standard(s), to ensure their compliance with the said Safety Standard(s), its rules, regulations and requirements.

reported data results in a change of Compliance Status and attempt to mitigate the discrepancies by initiating an Override Procedure, if necessary.

3.7 Override Request Procedure. Upon the failure of a Service Provider to comply with one or more of the requirements of the Service Consumer’s Safety Standard(s), Zefik will handle an Override Request to the Service Consumer, which if approved by the said Service Consumer, will grant the Service Provider a “Compliant” status regardless of the Service Provider’s noncompliance. To initiate the Override procedure, the Service Provider must submit to Zefik an Explanation letter stating in detail why it cannot meet the given Safety Standard, as well as any and all supporting documentation. Zefik will review the Statement and all submitted documentation for completeness and consistency, and will then submit it to the Service Consumer for the final review. It shall thereafter be the prerogative of the Service Consumer to approve or disapprove such an Override Request.

3.8 Members Visibility.

3.8.1 Service Consumers:

- 3.8.1.1** Registered Sites become visible to all Service Providers upon Creation of its respective Safety Standard.
- 3.8.1.2** Are permitted to view business names, general contact info, list of services and/or trades/lines of business and “availability by State” of all Service Providers and Service Consumers available in Zefik.
- 3.8.1.3** Are permitted to view the compliance status(s) and/or other data or documents only of Service Providers which have subscribed to their Safety Standard(s).
- 3.8.1.4** Are not permitted to view the compliance status and/or other data or documents of Service Providers as it pertains to their compliance with a Safety Standard(s) of other Service Consumers.
- 3.8.1.5** Are not permitted to view to which other Service Consumers’ Safety Standard(s) Service Providers are subscribed to, other than their own.

3.8.2 Service Providers:

- 3.8.2.1** Service Providers Business Entities become visible to all Service Consumers upon enrollment and then may subscribe to and comply with any Service Consumer’s Safety Standard(s).
- 3.8.2.2** Are permitted to view business names, general contact information, as well as “registered site locations” of all registered Service Consumers.
- 3.8.2.3** Are permitted to view their own compliance status(s) and/or other data or documents as it pertains to each Safety Standard they’re subscribed to.
- 3.8.2.4** Are not permitted to view the compliance statuses and/or other data or documents of other Service Providers.
- 3.8.2.5** Are not permitted to view which other Service Providers subscribed to which Service Consumers and their Safety Standards.

3.9 Members Connectivity.

3.9.1 Service Consumers may request to connect with any Service Provider in order for the latter to become compliant with the said Service Consumer’s Safety Standard(s). In such a case, if the said Service Provider connects to the said Service Consumer and subscribes to its Safety Standard(s), Zefik shall make available to the Service Consumer all of the service provider’s relevant stored data and documents, and the Service Provider’s compliance will be verified against the subscribed to Service Consumer’s Safety Standard(s).



	<p>3.9.2 Service Providers may request to connect to any Service Consumer by requesting to subscribe to its Safety Standard(s). A Service Consumer is free to accept, reject and/or disregard any such requests as it determines in its absolute discretion. Any Service Provider enrolled in the Zefik Safety Network by the Service Consumer herein will be automatically connected to the said Service Consumer.</p> <p>3.10 Access Control where applicable and if agreed upon in writing Zefik will provide Access Control Services to the Service Consumers who will request such a service and sign an Access Control addendum, which will govern any Access Control service as pursuant to this Terms of Use. Unless otherwise agreed our Access Control services will be based on data gathered underneath this Agreement. Access Control services are not covered by our Standard Price Schedule used in this Terms of Use.</p>
<p>4.0 Agreement</p> <p>When you use Zefik and/or any of its Products and/or Services you are entering into a legal agreement and agree to our Terms of Use and Privacy Policy.</p>	<p>4.1 Terms of Use (hereinafter Agreement). By clicking “Join Now” “Join Zefik”, “Enroll”, “Subscribe”, “Sign Up”, “Log In” and/or similar, registering, accessing or simply by using any of our services (including Zefik Safety Network, Zefik WebApp, Zefik Support Center, our related mobile apps, developer platforms, premium services, or any content or information provided as part of these services, collectively, “Services”), you are accepting this Terms of Use and are entering into a legally binding Agreement (even if you are using our Services on behalf of your company) with Zefik, LLC a New York Limited Liability Company with a principal place of business located at 270 Mount Hope Drive Albany, NY 12202.</p> <p>4.2 Agreement Change Policy. We will notify you of any changes to this Terms of Use by sending an email to the email address of Service Consumers’ Authorized Staff and Service Providers’ Admin Contacts available in the Support Center at the time of such change, as well as posting any such changes to the relevant pages on our site(s). If you do not agree to this Agreement, do NOT click “Join Now” (or similar) and do not access or otherwise use any of our Services.</p> <p>4.3 Service Eligibility:</p> <p>4.3.1 To use the Services, you agree that: (1) you are dully authorized by your company to register, to enter and to lawfully use Zefik on behalf of your company; (2) you will only have one Zefik account which must be in your real name and your official business email; and (3) you are not already restricted by Zefik from using the Services.</p> <p>4.3.2 As between you and others, your account belongs to you and you agree to: (1) not transfer any part of your account to others and (2) follow any applicable Local, Municipal, State and Federal Laws and terms of this Agreement. You may be responsible for anything that happens through your account unless you close it or report misuse.</p> <p>4.3.3 Note that if your membership was purchased by another party for you to use (e.g. A Service Consumer has chosen to pay membership fees of a Service Provider), the party paying for the Service controls such an account and may terminate at its discretion.</p> <p>4.4 Term. This Agreement shall initially be good and in effect for one (1) year from the date first accepted according to paragraph 4.1 above. This Agreement will remain good and in effect for the said term unless terminated by a seven (7) day written notice tendered to the other Party pursuant to any other terms and provision of this Agreement. Termination of this Agreement shall not affect either party’s rights or obligations with respect to any service provided/received prior to termination. Upon expiration of the initial term of this Agreement, the Service Provider’s and Service Consumer’s membership in Zefik Safety Network shall automatically renew pursuant to the terms of this Agreement. Upon termination, the Service Provider or Service Consumer shall not be entitled to reimbursement for any fees previously paid to Zefik.</p>



5.0 ZEFIK AGREES

5.1 Consent to provide Services. Zefik Agrees to provide all the Services mentioned in this Agreement in **Paragraph 3 (Services)** in a commercially reasonable and timely manner, pursuant to any other terms and provision of this Agreement.

5.2 Limitation of Liability. Zefik Agrees to use its best reasonable efforts to ensure that the information it gathers, assembles and organizes is complete, current, and free of data entry errors. Zefik will make said such compliance information readily accessible to the Service Consumer(s). However Zefik cannot and does not guaranty and/or does not independently validate the authenticity of any of the data Zefik receives from or on behalf of the Service Consumers and/or Service Providers. Beyond the initial approval process of each and every Service Provider’s Administrative Contacts who bears the ultimate responsibility for any and all information submitted to Zefik by them or with their approval on behalf of their Service Consumer.

5.3 Order of Precedence.

5.3.1 Zefik agrees that this agreement is secondary to any current Agreement(s)/Contract(s) entered into/existing between any Service Consumer and Zefik, LLC. In any case of conflict between this Agreement and any other current agreement between Zefik and a Service Consumer the terms and conditions of the other such Agreement and/or Contract will prevail, unless agreed upon otherwise by all parties in writing. In the absence of any other written contractual agreement this Terms of Use and Privacy will prevail.

5.3.2 Zefik Agrees that this Agreement overrides and substitutes any previously entered into agreements between Zefik and any and all Service Providers, unless otherwise agreed to in writing.

6.0 SERVICE CONSUMERS AGREE

6.1 Consent to Participate. Service Consumer Agrees to

6.1.1 Register in Zefik Safety Network and to establish Safety Standard(s) per each of their Registered Sites, with which Service Providers must comply in order to become eligible (pre-approved) to receive a contract from a Service Consumer.

6.1.2 Register its Authorized Staff in Zefik’s WebApp by creating an individual account for each authorized user with unique log-in (corporate email) and strong password (10 characters, to include letter, numbers and special characters, as well as at least one capital letter). Service Consumers are ultimately responsible for any and all of its Authorized Staff’s individual accounts, including but not limited to: activating and deactivating such accounts, as well as for any necessary SC Staff’s data updates. Non-Authorized Service Consumers’ Staff will not be granted access to use the WebApp.

6.1.3 Establish and enforce reasonable Safety Standards and register any affected locations as Safety Standard’s Registered Sites.

6.2 Limitation of Liabilities and Service. Service Consumer Agrees and Understands that

6.2.1 Service Consumers are solely responsible for their contract-granting decisions, which may or may not be based on the Compliance Status Reports generated by Zefik and/or any other criteria they deem necessary, of which many may be outside of the scope of services provided by the Network. However, Service Consumers must require all of the Service Providers who intend to do business with them, at any of their Registered Sites to enroll in Zefik Safety Network, subscribe to and comply with their Safety Standard(s) as a precondition to engaging in any business venture with Service Consumers. Service Consumers must furnish Zefik with any and all information necessary to allow Zefik to verify that the Service Provider has complied with the Safety Standard(s) to which it subscribed to.

6.2.2 Service Consumer agrees and understands that Zefik is not a guarantor of the accuracy or authenticity of the data that it receives from the enrolled Service Providers. However, Zefik is



responsible to relay the data it receives correctly and without errors. The Service Consumer further agrees and understands that Zefik is merely a Safety Network offering Safety Compliance verification services, and in its role therein, Zefik does not and cannot provide any advice or opinions on the legal propriety or legal adequacy of either the Safety Standards, or the Safety data it processes. Any liabilities that may attach to Zefik based upon its services rendered under this Agreement shall be based upon and limited to Zefik's failure to exercise due diligence in reporting and processing the data it receives. Zefik shall not be obligated to independently verify the authenticity of any the data it receives.

6.3 Order of Precedence. Service Consumer Agrees that this agreement is secondary to any current Agreement(s)/Contract(s) entered into/existing between any Service Consumer and Zefik, LLC. In any case of conflict between this Agreement and any other current agreement between Zefik and a Service Consumer the terms and conditions of such other Agreement and/or Contract will prevail, unless agreed otherwise by all parties in writing. In the absence of any other written contractual agreement this Terms of Use and Privacy shall prevail.

6.4 Termination. Service Consumer Agrees that either Party shall have the right to terminate this Agreement upon sixty (60) days written notice to the other. Upon an early termination election by the Service Consumer, all Safety Standard(s) compliance services provided by Zefik shall cease, and Zefik shall have no obligation to refund to the Service Providers any membership and/or Subscription fees previously paid. The Service Consumer agrees to defend and indemnify and hold harmless Zefik against any and all claims made by any Service Providers against Zefik seeking reimbursement of membership fees that were previously paid to satisfy a membership term rendered infeasible by the Service Consumer's early termination.

7.0 SERVICE PROVIDERS AGREE

7.1 Consent to Participate. Service Provider Agrees to:

- 7.1.1** Enroll in to Zefik Safety Network and to subscribe to a Safety Standard(s) of its choice, for the purpose of connecting to, and becoming pre-qualified to do business with, Service Consumers who have enrolled in the Zefik Safety Network.
- 7.1.2** Furnish Zefik with all requested and necessary information and documentation in order to establish the Service Provider's compliance with the Safety Standard(s) of the Service Consumer(s) with whom the Service Provider chose to connect. The Service Provider shall provide the requested information and/or documentation in the form/way specified by Zefik in its requests for the said information and/or documentation. Zefik has the right to reject and/or refuse to process any information and/or documentation that is not provided in the requested form. The Service Provider's obligations in this regard shall be ongoing, and the Service Provider shall have an affirmative obligation to notify Zefik without any undue delay if any or all of the information or documentation previously supplied to Zefik is modified, terminated, cancelled, expired and/or erroneous, or is in any other way inaccurate or out-of-date. The Service Provider has a continuing duty hereunder during the term of this Agreement to report all changes in the number of its "Affected Personnel", defined to include the Service Provider's agents, servants and employees who may from time to time enter upon a Service Consumer's registered site(s), to Zefik to ensure that Zefik accurately reports the number of such Affected Personnel employed by the Service Provider, and the identities of those persons so employed for as long as it remains subscribed to a given Safety Standard(s) of a particular Service Consumer.



7.1.3 Register any and all of third party contractors and/or subcontractors and their Affected Personnel which or whom may from time to time be present at one of the Service Consumer(s) Registered Sites on behalf of the Service Provider.

7.2 Service Consumer's Safety Standard(s). Service Provider Agrees and Understands that

7.2.1 Safety Standards are not limited to the Service Provider's business entity only, but may extend further to the Service Provider's Affected Personnel, including but not limited to agents, servants and/or employees and/or any other who or which may from time to time be present at one of the Service Consumer's registered sites. Thus, the participating Service Provider must enroll all such Affected Personnel in the Zefik Safety Network. The Service Provider is also responsible for training such Affected Personnel as directed by the particular Service Consumer's Safety Standards.

7.2.2 Each Affected Employee registered by Service Providers **MUST** be employed by its respective Service Provider **UNDERNEITH** its FEIN!!! It is a **FRAUD** to register and/or allow Affected Employees of other Service Providers (using different FEIN) to access any of the Network Registered Sites on your behalf. Each Affected Person must be registered in Zefik "underneath" its respective Service Provider's Business Entity Account at all times, otherwise such account automatically deactivates. A Service Provider may disassociate a given Affected Person from any and all Safety Standards. Affected Personnel can only be associated with a Registered Site/Safety Standard to which their employer (Service Provider) is actively subscribed to. In some cases an Affected Person's account (with all of its relevant data) may be "carried over" with him/her from one Service Provider to another if/when he/she changes employers (Service Provider).

7.2.3 Service Consumers may from time to time amend their Safety Standard as they deem necessary. In such a case, Zefik will notify affected Service Providers of such changes, and itemize the information and/or documentation that must be furnished in order to reestablish compliance with the Safety Standard. Any changes made by a Service Consumer to its Safety Standard shall have no effect on the validity of this Agreement, and shall not serve as Service Provider's reason for an early termination of this Agreement, or for any claims by the Service Provider for reimbursement from Zefik of any fees previously paid.

7.3 Service Limitations. Service Provider Agrees and Understands that:

7.3.1 Regardless of Service Provider's corporate structure and/or other business relationships, which may exist between various Service Provider's Business Entities, it must create a unique and individual Service Provider's Account per each IRS FEIN. Service Provider's FEIN and/or Business Name and/or Business Address (where applicable) must match the original W-9, across all data and/or documents (submitted by or on behalf of each Service Provider) unless otherwise approved by Zefik and/or a Relevant Service Consumer. In some cases certain documents may be shared by different Service Providers Business Entities, but such cases must be approved on a case by case basis by Zefik in collaboration with a relevant Service Consumer's Authorized Staff.

7.3.2 That if for any reason the Service Provider elects to disconnect from any and all Service Consumers, it must report that election to Zefik, which will terminate the Service Provider's duty of reporting as established above. However, any such election will not give the Service Provider rights to reimbursement of any fees previously paid to Zefik.



	<p>7.3.3 That Service Provider’s Admin Contacts bear the ultimate responsibility for any and all information submitted to Zefik by them or with their approval on behalf of their respective Service Consumer.</p> <p>7.4 Limitation of Liabilities and General Disclaimer.</p> <p>7.4.1 The Service Provider understands and agrees that its membership in Zefik Safety Network does not guarantee that the Service Provider will be awarded agreements, contracts, work orders, or purchase orders by any Service Consumers. Zefik is an independent third party safety Network, and has no direct role in the internal deliberation process undertaken by Service Consumers in determining to whom or which an agreement, contract, work order, or purchase order should be awarded.</p> <p>7.4.2 Zefik shall have no liability to the Service Provider upon a claim by the Service Provider that it was not awarded a particular agreement, contract, work order or purchase order based upon a theory or allegation that Zefik failed to properly report the Service Provider’s compliance with certain Safety Standards or the Service Provider’s membership in the Zefik Safety Network itself. Such a claim shall be deemed speculative and unenforceable by law.</p> <p>7.5 Continuity and Order of Precedence</p> <p>7.5.1 This Agreement supersedes, replaces and terminates any previous agreements signed between the Service Provider and Zefik, LLC and/or Zefik Security Solutions, LLC. Zefik Security Solutions, LLC has assigned all of its contracts, assets and obligations with regards to any previous version of Zefik-Contractor Agreements to Zefik, LLC.</p> <p>7.5.2 That this Agreement overrides and substitute any previously entered into agreements between Zefik and any and all Service Providers, unless otherwise agreed to in writing.</p>
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<p>8.0 MEMBERSHIP</p> <p>&</p> <p>SUBSCRIPTION</p> <p>FEES</p>	<p>8.1 If you and/or your business is registered as a Service Provider or are a Service Consumer who wishes to pay membership and/or subscription fees (in full or in part) of a certain Service Provider you understand and agree to the following:</p> <p>8.1.1 <u>Standard Price Schedule:</u></p> <p>8.1.1.1 To pay Zefik’s non-refundable Network membership fee(s) per each registered Business Entity (per IRS FEIN), as well as any applicable annual and non-refundable Safety Standard(s) Subscription fees per each Business Entity and per each Affected Personnel per each Safety Standard(s) the Service Provider and its Affected Personnel subscribed to (in addition to any applicable tax), as established by the annual Standard Price Schedule which is attached hereto and made a part hereof. However, due to the individuality and complexity of safety programs, some Service Consumers may create a Premium Safety Standard(s), which may result in Premium Subscription fees in lieu of the Standard Price Schedule. In such case the Service Provider will be informed of such special pricing prior to connecting to a Service Consumer with a Premium Safety Standard(s).</p> <p>8.1.1.2 To pay any applicable fees and taxes unless you cancel your membership with us, in which case you agree to still pay these fees through the end of the applicable subscription period.</p> <p>8.1.1.3 The Standard Price schedule is subject to change at the end of each membership/anniversary year as established herein.</p> <p>8.1.2 Safety Standard(s) Subscription and their Anniversary Dates:</p> <p>8.1.2.1 Your payment(s) shall activate/re-activate Service Provider’s membership in Zefik Safety Network and/or a subscription to a certain Safety Standard for a term of one (1) year from the date this Agreement was first accepted according to paragraph 4.1 and/or as of subscription’s Anniversary date.</p>
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You'll honor your payment obligations and you are okay with us storing your payment information. Also, there may be fees and taxes that are added to our prices.

All Zefik fees are non-refundable.

8.1.2.2 Each subscription to a different Safety Standard of Business Entity and or Affected Personnel results in separate Subscription fees and shall have its own Annual Anniversary date, unless otherwise agreed between the Parties. If Network membership of a Business Entity and/or of any of its Safety Standard(s) subscriptions of the Service Provider expires or otherwise becomes obsolete, so will the relevant subscription(s) of any and all of its Affected Personnel, regardless the Annual Anniversary date of such Personnel. Specifically, no Affected Personnel subscription can remain current without a current and up to date Business Entity Network Membership and relevant subscription of a Service Provider of whom employs such Affected Personnel.

8.1.3 Payment Method and Invoices:

8.1.3.1 To provide Zefik with valid credit card information. This credit card information will be stored in a secure environment managed by a trusted PSI compliant third party credit card processing company. The information will be used to charge all Zefik's fees as established by this Agreement. The card owner must notify Zefik regarding any changes in its credit card information. The card owner may be responsible for any financial charges that Zefik may incur if the card owner fails to update its credit card information in a timely manner. The card owner further authorizes Zefik to charge the said credit card any membership fees that come due as described herein.

8.1.3.2 To authorize us to store and continue billing your payment method (e.g. Credit card) even after it has expired, to avoid interruptions in your service (e.g. Subscriptions) and to facilitate easy payment for new services.

8.1.3.3 Upon the expiration of the initial term of this Agreement, and at the beginning of each new membership/anniversary/subscription year, Zefik will furnish card owner with an invoice explaining any changes (if any) to membership terms, policies and costs and will allow the card owner five (5) business days to cancel its membership, in writing. If upon expiration of the above 5 business days, the card owner has failed to provide Zefik with a written cancelation notice, Zefik will charge the said credit card on file the entire annual membership fee(s) as specified on the above-referenced invoice.

8.1.3.4 Zefik will email invoice/renewal statement 5 business days prior to invoice's due date. You can request a copy of your invoices and other fees at any time by emailing our Support Center at Support@Zefik.com

8.1.4 Other Disclosures:

8.1.4.1 Failure to pay these fees may result in the termination of your subscription.

8.1.4.2 In the event a Service Consumer shall terminate its membership in Zefik Safety Network, or its membership shall expire, any and all annual membership fees previously paid to Zefik under this Agreement shall be non-refundable, and shall be retained by Zefik.

8.1.4.3 Zefik may suspend or terminate the Service Provider's membership in the Zefik Safety Network upon failure by the Service Provider to pay any of the above fees, or otherwise upon the Service Provider's breach of any provisions of this Agreement. Notice of cancellation will be delivered to the Service Provider pursuant to Paragraph 10.10 below within five (5) business days of any such suspension or termination

8.1.4.4 Zefik reserves the right to suspend or terminate the membership of a particular Service Provider in the Zefik Safety Network upon failure by said Service Provider to pay its membership fees, or otherwise upon the Service Provider's breach of any provisions of any written agreements entered into directly between Zefik and such Service Provider. Nothing contained herein shall be interpreted as prohibiting the Service Consumer from paying the membership fees of the delinquent Service Provider in order to reinstate the Service Provider's good standing.



	<p>8.1.4.5 Zefik reserves the right to reevaluate and reasonably change the Standard Price Schedule on an annual basis or in response to Service Consumer’s changes to its Safety Standards or as a result in significant market changes and/or rising inflation rate. A reasonable price change will not constitute a breach of this Agreement. Ultimately the terms and costs of membership are subject to change at the end of terms of this agreement.</p> <p>8.2 Ultimately, it shall be the responsibility of each Service Provider to ensure timely payment of all membership fees required for enrollment in the Zefik Safety Network.</p>
<p>9.0 PRIVACY POLICY</p>	<p>9.1 Privacy Policy. During the Term of this Agreement and thereafter, Zefik will keep any and all data it received in confidentiality and will not share it with any other third party, unless required to so by the Service Provider (to whom the data pertains to) or by the Service Provider (on behalf of whom the data was collected). Furthermore, Zefik will disclose any and all data it may receive during the normal business operation if required to do so by a Court of Law. In such case Zefik will notify any involved party of such a request. Finally Zefik may disclose or share any data it possesses in the normal process of delivering service as described in this Agreement.</p> <p>9.2 Documents and Data.</p> <p>9.2.1 During the Term of this Agreement and thereafter, Zefik shall store any and all documents and data it receives in a digital format. Zefik is responsible to back up its digital files and data and to put in place reasonable security measures to prevent data loss.</p> <p>9.2.2 During the Term of this Agreement and thereafter, the Service Consumer shall own and be responsible for the storage and security of all hard copies of all documents and data it receives.</p> <p>9.3 Data and Intellectual Property Ownership.</p> <p>9.3.1 During the Term of this Agreement, as well as upon its expiration and/or termination and thereafter, Zefik shall own all digital copies and records of all documents and data that it received, collected, as well as all computer databases and/or software designed, developed, utilized and/or created in pursuit of this Agreement, as well as any and all applicable and proprietary intellectual property rights.</p> <p>9.3.2 During the Term of this Agreement, as well as upon its expiration and/or its termination, and for the sixty (60) days thereafter, Service Consumer/Service Provider may request digital copies of all electronically stored data, gathered, assembled and organized by Zefik on their behalf at no cost. If a Service Consumer/Service Provider requests copies of any of the data stored by Zefik more than sixty (60) days after the expiration and/or termination of this agreement Zefik will invoice Service Consumer/Service Provider for the cost of assembling and preparing data for transmission, plus 10%.</p>
<p>10.0 OTHER GENERAL TERMS</p>	<p>10.1 Interpretation. The Parties acknowledge that the rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.</p> <p>10.2 Indemnification. Subject to any applicable provisions of this Agreement, Parties agree to defend, indemnify and hold harmless the other party and its officers, directors, agents, affiliates, distributors, representatives and employees from any and all third party claims, demands, liabilities, costs and expenses including reasonable attorney’s fees, costs and expenses resulting from the indemnifying party’s material breach of any duty, representation or warranty under this Agreement.</p> <p>10.3 Default; Remedies; Termination. Upon the occurrence of an Event of Default, the non-defaulting party shall be entitled to either suspend or terminate this Agreement immediately upon ten (10) days prior written notice. The occurrence of any of the following shall constitute an “Event of Default”:</p> <p>10.3.1 either party materially breaches any contractual obligation under this Agreement;</p> <p>10.3.2 Zefik fails to perform the Services in accordance with this Agreement;</p>



- 10.3.3** either party (i) makes any general assignment or any general arrangement for the benefit of creditors, (ii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors or has such a petition involuntarily filed against it and such petition is not withdrawn or dismissed within 30 days after such filing, (iii) otherwise becomes bankrupt or insolvent (however evidenced), or (iv) is unable to pay its debts as the same fall due.
- 10.4 Timely Claim.** Subject to and without limiting the application of the other provisions of this Agreement, any claim by Service Consumers and/or Service Providers for any damages, whether under this Agreement or otherwise, asserted against Zefik, shall be irrevocably waived by Service Consumers and/or Service Providers unless a timely claim therefore is filed pursuant to the applicable provisions of this Agreement, or if none is applicable, unless such claim is set forth in detail in writing and filed with Zefik within thirty (30) days after the facts upon which such claim is based, first become known or should have reasonably been known to Service Consumers and/or Service Providers.
- 10.5 Waiver.** No waiver by either Party of anyone or more defaults of the other Party in the performance of this Agreement shall operate or be construed as a waiver of any future default, or defaults, whether of a like or different character.
- 10.6 Cooperation.** Each Party agrees to take all further action that may be reasonably necessary to perform and to effectuate the purposes and intent of the Agreement. Each Party agrees it has a duty to use commercially reasonable efforts to mitigate damages it may incur as a result of the other Party's performance or non-performance of the Agreement.
- 10.7 Governing Law; Waiver of Jury Trial.** This Agreement is intended to be governed by and construed in accordance with the substantive laws of the State of New York. THE PARTIES HEREBY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN CONNECTION WITH ANY CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY ANCILLARY AGREEMENT.
- 10.8 English Language Preference.** The Parties to this Agreement have requested that this Agreement, as well as any other document related to it, be drawn up in English. Les parties aux présentes ont exigé que la présente convention, ainsi que tous autres documents qui lui sont reliés soient rédigés en anglais.
- 10.9 Complete Agreement; Modification; Severability.** This Agreement, constitutes the entire Agreement of the Parties with respect to the matters described herein. This Agreement may only be amended or modified, and the performance by either Party of its obligations under this Agreement may only be waived, in a written instrument duly executed by the Party against whom enforcement of such amendment, modification or waiver is sought. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- 10.10 Notices.** Parties agree that Zefik may provide notices to you in the following ways: (1) a banner notice on the Service, or (2) an email sent to an address you provided, or (3) through other means including mobile number, telephone, or mail. You agree to keep your contact information up to date.
- 10.10.1** Any "routine" and "non-legal" in nature correspondence will be exchanged between the parties in electronic form via email. Any such correspondence to/from Zefik is to be delivered to/from Zefik's Support Center's email: Support@Zefik.com.
- 10.10.2** All Legal notices and/or other Legal correspondence and materials to be delivered to Zefik by the Service Providers and/or Service Consumers shall be delivered via certified mail, return receipt requested, to the following address: P.O. Box 182, Glenmont NY, 12077.
- 10.10.3** Zefik will deliver all its legal notices and/or other legal correspondence and materials via certified mail, return receipt requested, to the Service Provider's and Service Consumer's mailing address as submitted on Zefik's digital Enrollment Form, unless we were directed otherwise in writing. Any such correspondence delivered to the said address shall be deemed to have been properly delivered upon the Service Provider, irrespective of whether the Service Provider actually received the same. All Parties agreed to update their contact information hereunder within ten (10) days of any such change.