

User Terms of Service Agreement

Last Updated: July 13, 2022

Thank you for using the website and services offered by ROBAL Tech, LLC (together with its subsidiaries and other affiliates, "**ROBAL**," "we," "us," "our"), which provide certain human resource, financial, and information technology services and related services, including but not limited to, payroll, human resources information management, and other services that may be added to ROBAL's website and service offerings from time to time (ROBAL's website, services, and any related software, mobile applications and other applications are referred to collectively herein as the "**ROBAL Services**"). These User Terms of Service (the "**User Terms**") govern your individual access and use of the ROBAL Services and apply to you as a user of the ROBAL Services ("**You**" or "**User**").

PLEASE REVIEW THESE USER TERMS CAREFULLY. BY ACCEPTING THESE USER TERMS OR USING ANY OF THE ROBAL SERVICES, YOU AGREE THAT THESE TERMS AND CONDITIONS WITH ROBAL ARE A LEGALLY BINDING CONTRACT BETWEEN YOU AND US.

Your account registration constitutes an acknowledgement that you are able to electronically receive, download, and print these User Terms, and that you consent to do business electronically.

1. Customer's Choices and Instructions

An organization or other third party who we refer to in these User Terms as "Customer," has invited you to create a ROBAL account.

a. What This Means for You—and for Us

Customer has separately agreed to our Customer Terms of Service and/or entered into a written agreement with us or our affiliate(s) (in either case, the "Customer Agreement") that permitted Customer to create and configure a ROBAL account so that you and others could register for a ROBAL account or use ROBAL Services (each invitee granted access to the ROBAL Services, including you, is an "Authorized User"). The Customer Agreement contains our commitment to deliver the ROBAL Services to Customer, who may then invite Authorized Users to create ROBAL accounts. When an Authorized User (including, you) submits data or information to the ROBAL Services ("Customer Data"), you acknowledge and agree that the Customer Data is owned by Customer and the Customer Agreement provides Customer with many choices and control over that Customer Data. For example, Customer may enable or disable third party integrations, manage permissions, and request that ROBAL share User data with a third party, and these choices and instructions may result in the access, use, disclosure, modification or deletion of certain or all Customer Data.

b. The Relationship Between You, Customer and Us and Disclaimer

AS BETWEEN US AND CUSTOMER, YOU AGREE THAT IT IS SOLELY CUSTOMER'S RESPONSIBILITY TO (A) INFORM YOU AND ANY AUTHORIZED USERS OF ANY RELEVANT CUSTOMER POLICIES AND PRACTICES AND ANY SETTINGS THAT MAY IMPACT THE PROCESSING OF CUSTOMER DATA; (B) OBTAIN ANY RIGHTS, PERMISSIONS OR CONSENTS FROM YOU AND ANY AUTHORIZED USERS THAT ARE NECESSARY FOR THE LAWFUL USE OF CUSTOMER DATA AND THE OPERATION OF THE ROBAL SERVICES; (C) ENSURE THAT THE TRANSFER AND PROCESSING OF CUSTOMER DATA UNDER THE AGREEMENT IS LAWFUL; AND (D) RESPOND TO AND RESOLVE ANY DISPUTE WITH YOU AND ANY AUTHORIZED USER RELATING TO OR BASED ON CUSTOMER DATA, THE ROBAL SERVICES OR

CUSTOMER'S FAILURE TO FULFILL THESE OBLIGATIONS. ROBAL MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, TO YOU RELATING TO THE ROBAL SERVICES, WHICH ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS.

2. **User Limitations**

a. You Must be Over the Legal Age

The ROBAL Services are not intended for and may not be accessed and used by Users under the age of thirteen (13) (or the legal age of consent in your applicable jurisdiction, if higher) or otherwise barred from using the Services under applicable law. You represent that you are over the legal age and are the intended recipient of Customer's invitation to the ROBAL Services. You may not access or use the ROBAL Services for any purpose if either of the representations in the preceding sentence is not true. You also represent that your use of the ROBAL Services complies with all wage and hour laws, employment laws, and any other applicable laws and regulations.

b. You Must Follow the Rules

All Users are prohibited from engaging in conduct that presents a credible risk of harm to other users, our customers, the Services or any third parties ("Prohibited Activities"), including but not limited to actual or attempts to directly or indirectly:

- reverse engineer, decompile, disassemble or otherwise create, attempt to create or derive the source code underlying the ROBAL Services;
- transfer, resell, lease, license, or assign ROBAL Services or otherwise offer the ROBAL Services on a standalone basis, or permit any third party to access the ROBAL Services, without express permission from ROBAL;
- use or access the ROBAL Services to build a similar or competitive product or service or for the purpose of obtaining unauthorized access to the ROBAL Services;
- share your ROBAL username and password with any other person, or allow any other person to use your ROBAL username and password to access the ROBAL Services;
- develop, support or use software, devices, scripts, robots or any other means or processes (including crawlers, browser plugins and add-ons or any other technology) to scrape the ROBAL Services or otherwise copy profiles and other data from the ROBAL Services in order to enable, use, or build a similar or competitive product or service;
- tamper with the security of ROBAL's systems or tamper with other customer accounts of ROBAL;
- attempt to probe, scan or test the vulnerability of any ROBAL systems or to breach the security or authentication measures of ROBAL's systems;
- use the ROBAL Services to send payments directly or indirectly to, or for the benefit of, any person or entity that is (a) located in any country or jurisdiction that is subject to U.S. economic sanctions; (b) identified on any U.S. government list of prohibition, including the Specially Designated Nationals and Consolidated Sanctions List of the Office of Foreign Assets Control, U.S. Department of the Treasury; or (c) owned or controlled by any person or entity in (a) or (b);

- use or launch any automated system, including "robots," "spiders," or "offline readers," that sends more requests to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser;
- use the ROBAL Services in any manner that damages, disables, overburdens, or impairs any of our websites, servers, or otherwise interferes with any other party's use of the ROBAL Services;
- access the ROBAL Services other than through our interface;
- engage in harassing or other inappropriate behavior with respect to any ROBAL employee;
- use the ROBAL Services for any fraudulent activity or purpose; or
- use the ROBAL Services in violation of any applicable law, for illegal activities, or for activities outside the scope expressly permitted hereunder.

If we believe you have engaged in any Prohibited Activities, we may suspend or terminate your access.

c. You Are Here At the Pleasure of Customer (and Us)

These User Terms remain effective until Customer's subscription for you expires or terminates, or your access to the ROBAL Services has been terminated by Customer or us. Please contact Customer if you at any time or for any reason wish to terminate your account, including due to a disagreement with any updates to these User Terms.

3. Limitation of Liability

If we believe that there is a violation of these User Terms or any of our other policies that can be remediated by asking Customer to take action, we will, in most cases, ask Customer to take action rather than intervene. IN NO EVENT WILL YOU OR WE HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS YOU ARE ALSO A CUSTOMER (AND WITHOUT LIMITATION TO OUR RIGHTS AND REMEDIES UNDER THE CUSTOMER AGREEMENT), YOU WILL HAVE NO FINANCIAL LIABILITY TO US FOR A BREACH OF THESE USER TERMS. OUR MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY BREACH OF THE USER TERMS IS ONE HUNDRED DOLLARS (\$100) IN THE AGGREGATE. THE FOREGOING DISCLAIMERS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW AND DO NOT LIMIT EITHER PARTY'S RIGHT TO SEEK AND OBTAIN EQUITABLE RELIEF.

ROBAL is a workplace tool intended for use by businesses and organizations and not for consumer purposes. To the maximum extent permitted by law, you hereby acknowledge and agree that consumer laws do not apply. If however any consumer laws do apply and cannot otherwise be lawfully excluded, nothing in these User Terms will restrict, exclude or modify any statutory warranties, guarantees, rights or remedies you have, and our liability is limited (at our option) to the replacement, repair or resupply of the Services or the pro-rata refund to Customer of pre-paid fees for your subscription covering the remainder of the term.

4. General Provisions

- a. Mobile Services. The ROBAL Services include certain services that are available via a mobile device, including (i) the ability to upload content to the ROBAL Services, (ii) the ability to browse the ROBAL Services and other websites, and (iii) the ability to access certain features (collectively, the "Mobile Services"). To the extent you access the ROBAL Services through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that Customer and ROBAL may communicate with you by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your account information to ensure that your messages are not sent to the person that acquires your old number.

b. Consent to Electronic Delivery; Electronic Signature.

(a) *Electronic Signature.* When you execute documents using the e-signature tools set forth in the ROBAL platform ("E-Sign Service"), you consent to electronically sign such documents, including employment-related documents, and agree that your electronic signature ("Electronic Signature") is the legal equivalent of your manual or handwritten signature. By selecting an "I Accept" button or otherwise placing an Electronic Signature on a document while in your ROBAL Account, you expressly affirm that: (i) you are able to access and view the relevant document that you are electronically signing, (ii) you consent to conduct business electronically with respect to the transaction contemplated by the document, (iii) you agree to the use of an Electronic Signature for the document, and (iv) you are authorized to enter into the relevant agreement, and be bound by its terms. You further agree that no certification authority or other third party verification is necessary to validate your Electronic Signature, and that the lack of such certification or third party verification will not in any way affect the enforceability of your Electronic Signature or any resulting agreement.

(b) *Electronic Delivery.* You agree that Customer and ROBAL may electronically deliver Service-related documents and/or disclosures to you (including for any persons whom you are the legal guardian), which may include tax notices, as applicable. You also authorize ROBAL to receive such Service-related documents and/or disclosure electronically on your behalf, and agree to be notified of such notices electronically. Customer and ROBAL may provide electronic delivery via email to the email address provided by you in the ROBAL platform or by reference to a location on the ROBAL platform to which you have access.

(c) *Withdrawing Consent.* As a User, you are entitled to withdraw your consent to electronic signatures or electronic disclosures at any time by contacting Customer. However, you acknowledge that if you withdraw consent: (i) ROBAL cannot guarantee that you will be able to obtain relevant disclosures, whether in paper or electronic form, nor maintain full access to the ROBAL Services, (ii) you may be required to obtain paper copies of your documents and notices directly from Customer, and (iii) you or Customer may incur additional fees for requesting paper copies, to the extent permitted by applicable law.

(d) *Enforceability.* You acknowledge that, under applicable laws, some documents require a manual or handwritten signature, and that it is your responsibility to determine whether a document requires a manual or handwritten signature. You understand that you are solely

responsible with respect to the content, validity, or enforceability of any document, and that ROBAL makes no representations or warranties regarding the validity or enforceability of your documents signed using the E-Sign Service.

c. Account Administration; Authorizations.

(a) *Accounts.* To use the ROBAL Services, you must create an account (an "Account") by providing your email address ("Account Email") and a master password (the "Master Password" and, together with the Account Email, the "Credentials"). You are responsible for the security of your Account, and agree to keep your Credentials secure. You understand that your Account is solely for your use, and you will not share your Account or Credentials with anyone. You are fully responsible for all activities on the ROBAL Services associated with your Account.

(b) *Account Information.* In order to access or use certain aspects of the ROBAL Services, some users will need to provide access to information maintained by certain third party institutions, such as payroll companies, with which you or Customer have a customer relationship, manage accounts or engage in transactions and the various applications and services for which you use ROBAL's access and password management services. Further, in order for ROBAL to provide those aspects of the ROBAL Services, you must provide all relevant information, signatures, data, passwords, usernames, PINs and other necessary information, materials and content ("Account Information"). You retain all right, title and interest in and to your Account Information, and represent and warrant that the Account Information provided is accurate and complete and may be provided to ROBAL without any obligations on ROBAL to verify the accuracy or completeness of such Account Information. You are responsible for the consequences of any instructions provided that ROBAL follows, and ROBAL has no liability or responsibility for any inability to use the ROBAL Services due to such inaccuracy or incompleteness of Account Information.

(c) *Account Security.* You are solely responsible for (i) following instructions that ROBAL provides to you with respect to the ROBAL Services, and (ii) maintaining applicable accounts with providers of third party websites, services, and applications ("Third Party Products") utilized by Customer. You will adequately secure and keep confidential any passwords or credentials, and any information accessible via your account. You accept all risks of unauthorized use of your Account arising from your failure to implement security safeguards or otherwise maintain the confidentiality of your passwords or credentials and hereby release, indemnify, defend and hold harmless from any liability in connection with any such unauthorized access. If you believe or suspect that your account, passwords or credentials have been accessed or compromised, you must immediately notify ROBAL. ROBAL reserves the right to prevent access to the ROBAL Services if ROBAL has reason to believe that your account, passwords or credentials have been compromised.

d. Privacy. Please review our Privacy Policy for more information on how we collect and use data relating to the use and performance of our product. Please note that the processing of any User Data may be subject to terms that we have separately agreed to between ROBAL and Customer and further limits our use of User Data in connection with the Services we provide.

5. **Miscellaneous**

a. Assignment; Delegation. These User Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of ROBAL, which will not be unreasonably withheld. Any attempted transfer or assignment in violation hereof shall be null and void. ROBAL, in its

sole discretion, may use vendors or contractors to help provide the ROBAL Services to you, and may change our use of vendors or contractors without notice to you. ROBAL will remain responsible for the acts and omissions of such vendors and/or contractors.

- b. Governing Law. The User Terms will be governed by the laws of the State of Michigan, exclusive of its rules governing choice of law and conflict of laws. The User Terms will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. All disputes arising out of the User Terms will be subject to the exclusive jurisdiction and venue of the state and federal courts of Oakland County, Michigan, USA, and the parties hereby consent to the personal jurisdiction of these courts.
- c. Notices; Modifications. ROBAL may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, text message (e.g. SMS or MMS), business or personal mail, written or hard copy notice, or through posting of such notice on the ROBAL Services, as determined by ROBAL in its sole discretion. ROBAL is not responsible for any automatic filtering you or your network provider may apply to email notifications ROBAL sends to the email address you provide. ROBAL may, in its sole discretion, modify or update the User Terms from time to time, so you should review this page periodically. When ROBAL materially changes these User Terms, ROBAL will update the 'Last Updated' date at the top of this page and notify you that material changes have been made to these User Terms. Any such changes will become effective no earlier than thirty (30) days after they are posted, except that changes addressing new functions of the ROBAL Services or changes made for legal reasons will be effective immediately. Your continued use of the ROBAL Services after the date any such change becomes effective constitutes your acceptance of these User Terms, as updated. If you do not agree to any of these terms or any future terms, you may not use or access the ROBAL Services. Notices to ROBAL shall be made to the attention of the "Notices" and sent via mail to 415 W. 11 Mile Road, Madison Heights, MI 48071, with a copy sent via email to info@ROBAL.com.
- d. Waiver. No waiver of any rights will be effective unless assented to in writing by both parties. Any such waiver will be only to the specific provision and under the specific circumstances for which it was given, and will not apply with respect to any repeated or continued violation of the same provision or any other provision. Failure or delay by either party to enforce any provision of these User Terms will not be deemed a waiver of future enforcement of that or any other provision.
- e. Relationship. Nothing contained herein will in any way constitute any association, partnership, agency, employment or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.
- f. Unenforceability. If a court of competent jurisdiction determines that any provision of these User Terms is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated

intention of the parties, while the remainder of the User Terms will remain in full force and effect and bind the parties according to its terms.

- g. Force Majeure. Neither Party will be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control, including earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared) or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree.
- h. Entire Agreement. The User Terms (including the ROBAL Privacy Policy) comprises the entire agreement between you and ROBAL with respect to its subject matter, and supersedes all prior and contemporaneous proposals, statements, sales materials or presentations and agreements. No oral or written information or advice given by ROBAL, its agents or employees will create a warranty or in any way increase the scope of the warranties in the User Terms.
- i. Interpretation. For purposes hereof, "including" means "including without limitation."