

TERMS OF USE

PrimePay makes available The Work Number® database from Equifax Workforce Solutions (“EWS”) to its services available to you. This service reduces your company's workload in responding to verifier requests while providing your employees the opportunity for quicker time to decisions for loans, credit and government benefits.

As a user of EWS services (defined below) you agree to the following Terms of Use, including any Additional Terms, as defined below, and other conditions and policies that are incorporated by reference as well as any and all applicable provisions of the [PrimePay Product Terms](#) (collectively the “Terms”). By accessing or using EWS services in any way, including accessing Equifax Web Sites (collectively, the “Web Site”) or networks, you agree to be bound by the Terms.

1. The Services

For the purposes of these Terms, the term “Services” means, collectively, the products, services and offerings available from EWS, including but not limited to the use of the Web Site and any Content made available through or with the Services. “Content” means all information and materials, whether in electronic form or otherwise, including but not limited to employment and compensation data (defined in Section 7 below).

2. Responsibilities of PrimePay

PrimePay shall remit employment and compensation data directly to EWS by securely transmitting it with the highest degree of data accuracy in accordance with industry standards by way of API protocol.

The employment and compensation data transmitted to EWS is expressly limited to an employee's; name, Social Security Number, most recent hire date, termination date, total time with company, job title, rate of pay, gross earnings for current year-to-date, gross earnings for the last year-to-date.

3. Terms Applicable to Specific Content or Services

The Services available through the Web Site or otherwise available from EWS may have additional or different terms and conditions, such as use agreements, end user license agreements, or other agreements or terms, that apply to your access or use of such Services, including the terms and conditions applicable to the use of EWS Services (hereinafter “Additional Terms”). In the event of a conflict or inconsistency between the Terms and such Additional Terms, the Additional Terms shall control with respect to your access and use of any particular Service to which such Additional Terms apply.

4. Equifax Workforce Solution's Retention of Rights

You acknowledge that as between you and EWS, EWS owns all rights title and interests in the Services, including all Intellectual Property therein. Except as expressly granted in the Terms, and nothing in the Terms will confer any license to any EWS Intellectual Property by

implication, estoppel, or otherwise. "Intellectual Property" means patents, copyrights, trade secrets, trademarks (including trade names, logos and service marks (collectively the "Marks")) and know-how, in each case whether registered or unregistered, and including any application(s) for patents or registration for any of these, and the equivalent on a world-wide basis, and in each case all rights related thereto. You may not use EWS' Marks without the prior review and written approval of EWS.

5. Warranties

PrimePay makes no warranty as to the completeness, timeliness or accuracy of any of the data and/or programs ("information") available at the Web Site. To the fullest extent permitted by law, the information is provided "as is" without warranty of any kind, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title or non-infringement.

6. Indemnity

You agree to indemnify and hold harmless PrimePay, its officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, due to or arising out of your intentional misuse of the Services and/or your fraudulent or intentional misrepresentations as it relates to: (a) Your Content or its use in or with the Services; (b) a breach of any of your warranties under the Terms, and; (c) a claim that Your Content or the use of Your Content with the Services infringe the Intellectual Property of a third party.

7. Limitation of Liability

IN NO EVENT SHALL PRIMEPAY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR ANY USE OR RELIANCE UPON THE INFORMATION FOUND AT THE EWS WEB SITE, OR ANY OTHER LINKED WEB SITE INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA, EVEN IF PRIMEPAY IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Responsibilities of Client

If you are agreeing to these Terms on behalf of a company or other entity, you represent that: (a) you have the authority to enter into the Terms; (b) you will comply with all applicable laws and regulations; (c) you will comply with the Terms; (d) Your Content and the use of Your Content in or with the Services shall not infringe the Intellectual Property of a third-party, and; (e) you have the right and authority to grant to EWS all of the licenses and rights set forth in the Terms

Further, by using the Services, you request and authorize PrimePay to remit your employment and compensation data to Equifax for the sole and limited purpose of providing Services available through EWS.

9. Privacy Policy

PrimePay will handle all your employment and compensation data pursuant to our [Privacy Policy](#) and all disclosures to EWS shall be limited to those permissible under the Fair Credit Reporting Act.

EWS has developed a policy to address privacy concerns. For more information, please see the EWS [Privacy Statement](#).

10. Force Majeure

Neither party will be liable to the other for any failure or delay in performance of an obligation, other than obligations to make payments, arising out of any event or circumstance beyond the reasonable control of that party, including without limitation acts of God, earthquakes, fires, floods, power outages, interruptions in telecommunication services, strikes, and governmental actions.

11. Entire Agreement

The Terms, along with any Additional Terms, represent the final agreement between the parties regarding the subject matter, and supersede all prior or contemporaneous agreements, whether written or oral.