



Last Reviewed: March 29, 2023

Terms of Use

Please note that your use of and access to our services (defined below) are subject to the following terms; if you do not agree to all of the following, you may not use or access the services in any manner.

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Decisely through its websites (the “**Site**”) and all-in-one HR platform (the “**Platform**”) offers customers products and services (the “**Services**”). These Standard Terms and Conditions (“**T&Cs**”) are made by and between Decisely Insurance Services, LLC, a Delaware limited liability company (“**Decisely**”, “**Company**”) and any person, entity, representative, employee or agent who uses or accesses the Platform and/or the Services (“**User**”).

Use of the Platform and the Services are conditional upon User’s full compliance with these T&Cs; all applicable laws, rules, and regulations; and any supplemental terms referenced herein or which Decisely may present User with for review and acceptance at the time User subscribes to such Service (“**Service Terms**”). The Service Terms shall be incorporated into and form a part of these T&Cs. If the terms herein conflict with any Service Terms, the Service Terms will govern with respect to the matters contemplated thereby.

Terms Specific to Business Owners and/or HR Administrators only:

- 1. Services Fees and Charges.** User agrees to pay the Company all recurring subscription fees as referenced herein or which Decisely may present User within certain product sets including but not limited to Decisely Recruiter, Employee Benefits Management and Decisely Retirement. However, Decisely may charge additional fees for processing, setup, and other special services (including optional add-on services). All fees are non-refundable.

Except for certain add-on services fees, fees for the Services will be automatically billed to User and debited from User's credit card or bank account on a monthly calendar basis. User authorizes the company to (i) debit User's designated bank account, as specified by User through the Platform; or (ii) make repeat/recurring charges to User's credit card for all fees as they become payable.

User understands that debits to User's bank account or charges to User's credit card will be made on a repeat/recurring basis as long as this authorization remains in effect. This authorization shall remain in effect until Decisely is notified by User in writing to cancel or modify this authorization at least sixty (60) days before such change is to take effect. Notwithstanding the foregoing, Decisely may invoice User for any applicable, outstanding fees, and User shall pay such invoice within fifteen (15) days of receipt thereof. User agrees to reimburse Decisely for any sales, use, and similar taxes arising from the provision of the Services that any federal, state, or local governments may impose.

If Decisely is unable to collect fees from User for any reason, User must pay the amount due immediately upon demand, plus any applicable processing fees, bank fees, or charges for return items, plus interest at the lesser of 18% per annum or the maximum rate permitted by law, plus attorneys' fees and other costs of collection as permitted by law.

Decisely reserves the right to change the fees for its Services at any time. User will be notified in writing of any change in fees at least thirty (30) days before the fee change goes into effect. If a fee increase or change is not acceptable to User, User may cancel the Services as provided herein within thirty (30) days of receipt of such notification. User's continued use of the Services beyond this cancellation window constitutes User's agreement to such fee changes.

2. Recruiting Services. With respect to Decisely Recruiter, Users have the option to indicate a preference to post active job posting(s) in a User's account to networks of free job boards. User may also purchase advertising for an active job posting(s) to participating members of its network of paid online job boards. Each free and paid job board network has its own set of terms and conditions governing posting on its job board website. For this reason, Decisely Recruiter reserves the right to suppress from free and/or paid syndication any posting for any reason. Suppressing an

active job posting from syndication is not a decision we take lightly but is sometimes necessary due to participating members' job posting terms and conditions. It is the User's responsibility to ensure that a job posting is in compliance with the terms and conditions of any job board (free or paid). Decisely will not collect payment from a user for advertising a job posting where Decisely does not and/or cannot syndicate the job posting to the paid job board in question. Participating members of this free and paid online job board network and their terms are subject to change.

Terms Specific to ALL Users:

- 1. User Accounts; Privacy Policy.** To use the Platform, User may be required to create an account and password. In some cases, an account may be assigned to the User by an administrator. To create an account, User must be at least 18 years old and must provide Decisely with truthful and accurate information during the account creation process. User acknowledges and agrees that Decisely may collect, use, and disclose User's information, including personal information, pursuant to the company's [Privacy Policy](#), as updated from time to time.
- 2. Users' Responsibilities and Obligations.** User will designate and authorize itself and/or one or more individuals with authority to (i) act on User's behalf, (ii) provide information on User's behalf, and (iii) bind User and/or User's business with respect to the Services (each such individual, an **"Account Administrator"**). An Account Administrator is authorized by User to access the Services and input information and access, review, modify, and/or provide approvals on User's behalf. Any actions taken under Accounts that User has access to will be deemed authorized by User, regardless of User's knowledge of such actions (the **"Authorized Actions"**). Authorized Actions include but are not limited to (i) actions taken by User, an Account Administrator, or an authorized representative of User (an **"Authorized Representative"**), and (ii) actions that User, an Account Administrator, or an Authorized Representative (or anyone that Decisely reasonably believes to be User, an Account Administrator, or an Authorized Representative) directs or instructs Decisely to take on its behalf. Decisely has no responsibility to confirm the authority of any Account Administrator or Authorized Representative.

In addition, User is solely responsible for (i) following instructions that Decisely provides to User with respect to the Services, (ii) obtaining, maintaining, and keeping secure any equipment and ancillary services necessary to connect to, access, or otherwise

utilize the Platform, including but not limited to internet access, networking equipment, hardware, software, and operating systems, and (iii) maintaining applicable accounts with providers of Third-Party Services (as defined below) utilized by User.

User is further responsible for providing Decisely with the information required for Decisely to perform the Services. User represents and warrants to Decisely that for any information that User shares with Decisely, whether directly or through a representative, User will have the authority to share such information. User is also responsible for reviewing any reports, filings, information, documents or materials (collectively, the **“Materials”**) posted to the Platform by Decisely (or otherwise made available to User by Decisely) for User’s review. User is responsible for and shall maintain the accuracy and completeness of such information and Materials on an ongoing basis and will promptly notify Decisely of any changes.

Decisely may, at its sole discretion, decline to offer the Services for any reason, including but not limited to User’s failure to satisfactorily complete the Services enrollment process or Decisely’s inability to verify a valid credit or bank account of User’s business.

3. Third-Party Services, Websites, and Resources. The Platform and the Services may contain links to third-party websites and resources and allow Users to receive services from third-party partners of Decisely (**“Third-Party Service”**). If User elects to receive a Third-Party Service, User authorizes Decisely to submit to the applicable Third-Party Service any and all documents and information about User, User’s business and User’s employees that are necessary for provision of the Third-Party Service to User (collectively, the **“Shared Information”**). User understands that use of such Third-Party Services is at User’s own risk and that Decisely is not responsible for Third-Party Services or any material, information, or results made available through the third party. User also represents and warrants that User has all the rights in and to any Shared Information necessary to provide such Shared Information to Decisely and for Decisely to provide it to Third Party Services, and that Decisely use or disclosure of Shared Information as contemplated hereunder will not violate any rights of privacy or other proprietary rights, or any applicable local, state, or federal laws, regulations, orders, or rules.

4. User Account SMS/MMS Messages. Following User’s express written consent, Decisely may send User autodialed Short Message Service (**“SMS”**) or Multimedia

Messaging Service (“**MMS**”) messages about activity in User’s Account and service updates, as well as SMS or MMS messages soliciting User’s feedback about the Services and User’s experience interacting with the Decisely Customer Care team. Standard message and data rates may apply.

5. Intellectual Property. The information and materials that are uploaded, posted, stored, or created through the Platform by User is “User Content.” By making such User Content available through the Services, User hereby grants Decisely a non-exclusive, transferable, sublicensable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, publicly display, and distribute User Content in connection with operating and providing the Platform and the Services. User represents and warrants that User owns all User Content or User has all rights that are necessary to grant Decisely such license rights to the User Content.

The information and materials posted, generated, provided, or otherwise made available through the Services by Decisely, other than User Content, is the property of Decisely and its licensors (“**Decisely Content**”) and is protected by copyright, trademark, and other intellectual property laws. User Content and Decisely Content shall be collectively referred to herein as “**Content.**” Decisely and its licensors exclusively own all worldwide right, title, and interest in and to the Decisely Content, and also in and to the Platform and the Services, including all associated intellectual property rights (“**Decisely IP**”). User agrees not to remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Platform, Services, or Decisely Content. Subject to User’s compliance with these T&Cs, Decisely grants User a limited, non-exclusive, non-transferable, non-sublicensable right to access, view, and download Decisely Content solely in connection with User’s permitted use of the Platform and Services.

6. Decisely’s Rights to Monitor Users. Although Decisely is not obligated to monitor access to or use of the Platform, Services, or Content nor to review or edit any User Content, Decisely has the right to do so for the purposes of operating the Platform and Services, ensuring compliance with these T&Cs, and complying with applicable laws or other legal requirements. Decisely reserves the right, but is not obligated, to remove or disable access or suppress content from or to any User Content, at any time and without notice, for any reason, including, but not limited to, if Decisely, at the company’s sole discretion, considers any User Content to be objectionable or in violation of these T&Cs.

- 7. E-Signatures.** Decisely provides an electronic signature service (the “**E-Sign Service**”) which allows parties to sign documents electronically. Each time that User uses the E-Sign Service, User is expressly (i) affirming that User is able to access and view the document User is electronically signing via the E-Sign Service; (ii) consenting to conduct business electronically with respect to the transaction contemplated by the document; and (iii) agreeing to the use of electronic signatures for the document. DECISELY EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR ENSURING THAT DOCUMENTS WHICH ARE ELECTRONICALLY SIGNED VIA THE E-SIGN SERVICE ARE VALID AND ENFORCEABLE UNDER ANY APPLICABLE LOCAL, STATE, FEDERAL, OR INTERNATIONAL LAW OF ANY JURISDICTION.
- 8. Warranty Disclaimers.** THE PLATFORM, SERVICES, AND DECISELY CONTENT ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND MADE BY DECISELY. USER’S USE OF THE PLATFORM, SERVICES, AND DECISELY CONTENT IS AT USER’S OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, DECISELY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DATA LOSS, AND NON-INFRINGEMENT. FURTHERMORE, DECISELY MAKES NO WARRANTIES REGARDING THE ACCURACY, RELIABILITY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR QUALITY OF ANY INFORMATION OR DECISELY CONTENT IN OR LINKED TO THE SERVICES. DECISELY CANNOT GUARANTEE THE ACCURACY OR COMPLETENESS OF USER CONTENT AND MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO USER CONTENT.
- 9. No Professional Advice.** Any information provided by Decisely via the Platform or otherwise is meant for informational purposes only and should not be interpreted as professional advice. User should consult a professional that is trained or licensed in the relevant area if User needs such assistance. Notwithstanding the foregoing, the company’s licensed health insurance brokers may provide professional advice regarding health insurance to Users that subscribe for Decisely-administered health insurance brokerage services.
- 10. Indemnity.** User will indemnify and hold harmless Decisely and its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, service providers, and licensors (the “**Indemnified Parties**”), from and against any claims, disputes, demands, liabilities, damages, losses, costs, judgements, penalties, fines, and expenses (including, without limitation, reasonable legal and accounting fees) (collectively, the “**Claims**”), arising out of or in any way

connected with (i) User's access to or use of the Platform, Services, or Content; (ii) User Content; (iii) User's violation or alleged violation of these T&Cs; (iv) User's violation or alleged violation of any third party right; (v) User's violation or alleged violation of any applicable law, rule, or regulation; (vi) User's negligence, fraudulent activity, or willful misconduct; (vii) the company's or any other Indemnified Party's use of or reliance on information or data furnished by User, an employee or independent contractor of User, User's Account Administrator, or User's Authorized Representative in providing the Services, or otherwise in connection with these T&Cs; (viii) actions or activities that Decisely or any other Indemnified Party undertakes in connection with the Services or these T&Cs at the direct request or instruction of anyone reasonably believed to be User, an Account Administrator, or an Authorized Representative (each such action or activity, a **"Requested Action"**); (ix) the company's or any other Indemnified Party's use of or reliance on information or data resulting from such Requested Actions; or (x) User's failure, or the failure of any Account Administrators or Authorized Representatives, to properly follow Decisely instructions with respect to the Services.

11. Limitation of Liability. Decisely is not responsible or liable for (i) User Content or anyone's reliance on User Content; (ii) Resulting Errors or any consequences or Claims directly or indirectly arising from Resulting Errors; (iii) any consequences or Claims directly or indirectly resulting from User's delay in providing, or User's failure to provide, Decisely with information necessary for its provision of Services; (iv) User's violation of any applicable law, rule, or regulation; (v) unauthorized third-party actions taken in User's Account and any transactions, consequences, or Claims arising therefrom; (vi) User's negligence or any negligence of User's Account Administrator or Authorized Representative; (vii) any circumstances or Claims arising out of or related to a Third-Party Service's use of User's Shared Information; (viii) any Requested Actions, or any consequences or Claims directly or indirectly resulting therefrom; or (ix) User's failure, or the failure of any Account Administrators or Authorized Representatives, to properly follow Decisely instructions with respect to the Services.

IN NO EVENT WILL DECISELY, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SERVICE PROVIDERS, OR LICENSORS BE LIABLE FOR (1) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; (2) ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS (WHETHER DIRECT OR INDIRECT), IN

ALL CASES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PLATFORM, SERVICES, OR CONTENT, REGARDLESS OF LEGAL THEORY, WITHOUT REGARD TO WHETHER DECISELY HAS BEEN WARNED OF THE POSSIBILITY OF THOSE DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL THE COMPANY'S TOTAL LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THESE T&CS OR FROM THE USE OF OR INABILITY TO USE THE PLATFORM, SERVICES, OR CONTENT EXCEED THE AMOUNTS USER HAS PAID TO DECISELY FOR USE OF THE PLATFORM, SERVICES, OR CONTENT IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE APPLICABLE CLAIM. THIS SECTION APPLIES TO THE FULLEST EXTENT PERMITTED BY LAW.

12. Term; Termination; Suspension. The Services and these T&Cs will continue until terminated. Either Party may terminate the Services by giving the other party at least sixty (60) days' prior notice. Decisely reserves the right to immediately suspend, restrict, or terminate User's Account or access to the Platform or Services, for any reason at any time including but not limited to: (i) User's violation of these T&Cs; (ii) User's failure to pay the required fees when due; or (iii) User's breach of User's contractual obligations hereunder. Upon termination of any Services, User's right to access and use such Services will automatically terminate; provided, however, that Decisely will generally continue to provide User with the ability to access User's Account in a limited capacity with respect to such terminated Services to view and download information that was available in User's Account at the time of termination of such Services.

13. Changes to the T&Cs, Platform, or Service. Decisely may modify the T&Cs or the Services Terms at any time and at the company's sole discretion. If Decisely makes a material changes to the T&Cs, Decisely will notify User via email and through a notice on Decisely's webpage or login portal. User's continued use of the Platform or Services after such modifications will constitute User's acknowledgment of the modified T&Cs and agreement to be bound by its terms. Changes to the T&Cs are effective when they are posted. Because the Platform and Services are evolving over time, Decisely may change or discontinue all or any part of the Platform or Services at any time and without notice, at the company's sole discretion and without any liability.

14. Governing Law; Waiver of Jury Trial. These T&Cs shall be interpreted and construed in accordance with the laws of the State of Georgia, without regard to the conflicts

of laws principles thereof. USER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT USER MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE T&CS OR THE SERVICES CONTEMPLATED HEREUNDER.

15. General. These T&Cs, including all applicable Service Terms, constitutes the entire agreement between Decisely and User regarding the Platform, Services, and Content and replace all prior understandings, communications, and agreements, oral or written, regarding this subject matter. These T&Cs may be modified only by a written amendment signed by the parties or as otherwise provided in Section 14. If any part of these T&Cs is deemed to be unenforceable or invalid, that section will be removed without affecting the remainder of the T&Cs and the remaining terms will be valid and enforceable.

User may not assign these T&Cs or assign, sublicense or otherwise transfer its rights hereunder, by operation of law or otherwise, without Decisely's prior written consent, which shall not be unreasonably withheld. These T&Cs shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns. Any notices or other communications provided by Decisely pursuant to these T&Cs will be given: (i) via email; and/or (ii) by posting to the Platform. Decisely failure to enforce any right or provision of these T&Cs will not be considered a waiver of such right or provision.

16. Contact. Questions about these T&Cs may be sent to Decisely at support@decisely.com.