

Website Terms of Use

Last Modified: October 26, 2022

ACCEPTANCE OF THESE TERMS OF USE. These Terms of Use are entered into by and between you and HomeStaff Protect (the “**Company**,” “**we**,” or “**us**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “**Terms of Use**”), govern your access to and use of www.homepaywc.com, including any content, functionality, and services offered on or through www.homepaywc.com (the “**Website**”), whether as a guest or a registered user.

Please read these Terms of Use carefully before you start to use the Website. By using the Website, you accept and agree to be bound and abide by these Terms of Use and our [Privacy Policy](#), incorporated herein by reference. If you do not want to agree to these Terms of Use or our [Privacy Policy](#), you must not access or use the Website.

The Website is offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using the Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all the foregoing eligibility requirements. If you do not meet all these requirements, you must not access or use the Website.

CHANGES TO THESE TERMS OF USE. We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out in the [Governing Law and Jurisdiction](#) section of these Terms of Use will not apply to any disputes for which the parties have actual notice before the date the change is posted on the Website. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access the Website, so you are aware of any changes, as they are binding on you.

ACCESSING THE WEBSITE AND ACCOUNT SECURITY. We reserve the right to withdraw or amend the Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users. You are responsible for making all arrangements necessary for you to have access to the Website and ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with the Website or otherwise, including, but not limited to, using any interactive features on the Website, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our [Privacy Policy](#).

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view

or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

INTELLECTUAL PROPERTY RIGHTS. The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website: (1) for your personal, non-commercial use only; and (2) for legitimate business purposes if and to the extent you have been specifically authorized by us to use the Website in accordance with your relationship with the Company. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Website, except as follows: (1) your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials; (2) you may store files that are automatically cached by your Web browser for display enhancement purposes; (3) you may print one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution; (4) if we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not: (1) modify copies of any materials from the Website; (2) use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text; (3) delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site; or (4) access or use any part of the Website or any services or materials available through the Website for any commercial purposes. If you wish to make any use of material on the Website other than that set out in these Terms of Use, please address your request to: info@homepaywc.com.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of these Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

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PROHIBITED USES. You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website: (1) in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries); (2) for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise; (3) to send, knowingly receive, upload, download, use, or re-use any material that does not comply with the [Content Standards](#) set out in these Terms of Use; (4) to transmit, or procure the sending of, any advertising or promotional

material, including any junk mail, chain letter, spam, or any other similar solicitation; (5) to impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing); or (6) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to: (1) use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website; (2) use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website; (3) use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent; (4) use any device, software, or routine that interferes with the proper working of the Website; (5) introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (6) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website; (7) attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or (8) otherwise attempt to interfere with the proper working of the Website.

USER CONTRIBUTIONS. The Website may contain member profiles and other content as well as other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Website. All User Contributions must comply with the [Content Standards](#) set out in these Terms of Use.

Any User Contribution you post to the Website will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that: (1) you own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns; and (2) all your User Contributions do and will comply with these Terms of Use. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

Monitoring and Enforcement; Termination. We have the right to: (1) remove or refuse to post any User Contributions for any or no reason in our sole discretion; (2) take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates these Terms of Use, including the [Content Standards](#), infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company; (3) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy; (4) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website; and (5) terminate or suspend your access to all or part of the

Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review material before it is posted on the Website and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards. These content standards apply to all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not: (1) contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable; (2) promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, age, or other legally protected status; (3) infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person; (4) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our [Privacy Policy](#); (5) be likely to deceive any person; (6) promote any illegal activity, or advocate, promote, or assist any unlawful act; (7) cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person; (8) impersonate any person or misrepresent your identity or affiliation with any person or organization; (9) involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising; or (10) give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Infringement. If you believe that any User Contributions violate your copyright, please sending us a notice of copyright infringement to: info@homepaywc.com. It is the policy of the Company to terminate the user accounts of repeat infringers.

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Changes to the Website. We may remove or update content on the Website from time to time. Any of the material on the Website may be incomplete or out of date at any given time, and we are under

no obligation to complete or update such material.

INFORMATION ABOUT YOU AND YOUR VISITS TO THE WEBSITE. All information we collect on the Website is subject to our [Privacy Policy](#). By using the Website, you consent to all actions taken by us with respect to your information in compliance with our [Privacy Policy](#).

ONLINE PURCHASES AND OTHER TERMS AND CONDITIONS. All purchases through the Website or other transactions for the sale of services formed through the Website, or resulting from visits made by you, are governed by our [Terms of Sale](#), which are hereby incorporated into these Terms of Use.

LINKING TO THE WEBSITE. You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part. The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the [Content Standards](#) set out in these Terms of Use. Subject to the foregoing, you must not: (1) establish a link from any website that is not owned by you; (2) cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking; (3) link to any part of the Website other than the homepage; or (4) otherwise take any action with respect to the materials on the Website that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice. We may disable any links at any time without notice in our discretion.

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THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

LIMITATION ON LIABILITY; INDEMNIFICATION. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE COMPANY AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF \$1,000 OR THE AMOUNT YOU HAVE PAID TO THE COMPANY FOR THE APPLICABLE SERVICE IN THE LAST THREE MONTHS OUT OF WHICH LIABILITY AROSE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

GOVERNING LAW AND JURISDICTION. All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas, in each case located in the City of Austin and County of Travis. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

ARBITRATION; LIMITATION ON TIME TO FILE CLAIMS. At the Company's sole discretion, it may require You to submit any disputes arising from these Terms of Use or use of the Website, including

disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Texas law.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Entire Agreement; Waiver; Severability. These Terms of Use, our [Privacy Policy](#), and our [Terms of Sale](#) constitute the sole and entire agreement between you and the Company regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website. No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms of Use will continue in full force and effect.

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