

ADDENDUM TO DEVERUS HOSTED SERVICE AGREEMENT

This Addendum is between deverus, Inc. (“deverus”) and _____ (“Client”) entered into on this _____ day of _____, 20__

This Addendum is entered into with Client who has executed an underlying Hosted Service Agreement with deverus (“Client Agreement”) to set forth the terms of service related to Client’s request to purchase the deverus Electronic I-9 service (the “I-9 Products”). This Addendum merely supplements the existing Client Agreement between the parties and except as specifically provided hereunder, does not modify, amend or delete any other existing term therein, including but not limited to terms of payment or other terms and conditions contained in the underlying Client Agreement. To the extent there is a discrepancy between the Client Agreement and this Addendum, this Addendum controls and amends any contradictory existing term in the Client Agreement. This Addendum shall be interpreted with any other Addendums and the Client Agreement to form one agreement. Capitalized terms that are not otherwise defined herein shall have the meanings set forth in the Client Agreement.

Client agrees as follows:

1. To purchase the I-9 Products at a rate of \$1.50 per electronic I-9 plus an additional \$.70 per each verification should Client add the E-Verify option.
2. The I-9 Products are tools provided by deverus “As Is” and there are no warranties of any kind, either express or implied, including, but not limited to, legal compliance, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. deverus further makes no representations or warranties regarding the accuracy of information received from third parties, including e-verify, in connection with Client’s use of the I-9 Products and disclaims all liability related thereto. To the maximum extent permitted by applicable law, in no event will deverus be liable to Client for direct, indirect, special, incidental, punitive or consequential damages, including fines, loss of anticipated profits or business, or interruptions in business, arising out of the use, unauthorized use or inability to use the I-9 Products, failure to protect personal confidential information, any audits or the results thereof conducted by U.S. Immigration and Customs Enforcement, results of decisions made or actions taken based upon the use of the I-9 Products or the performance of this agreement, whether based on actions in contract, tort, negligence, strict liability, or otherwise, even if deverus or Client has been advised of the possibility of such damages.
3. In any event, should damages be awarded to Client, deverus’ liability shall be limited to the specific amount of fees paid by Client to deverus for the I-9 service to which a given claim relates.
4. Client is responsible for all activity occurring through its use of the I-9 Products, and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with use of the I-9 Products, including those related to data privacy and transmission of personal data. Client shall (i) notify deverus immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to deverus immediately and use reasonable efforts to stop immediately any unauthorized copying and distribution of data; and (ii) not permit anyone other than its authorized employees to gain access to or use the I-9 Products. Client is solely responsible for credentialing and designating its authorized users, establishing and protecting passwords and access to the I-9 Products.
5. Any documents, information, conversations or communications with any representative of deverus regarding the I-9 Products or use of such information by Client are not to be considered legal counsel or legal opinion regarding the same. Client agrees that it has independently tested the I-9 Products and determined they are functionally ready for use and will consult with its own legal or other counsel regarding the use of the I-9 Products and their compliance with any applicable laws, regulations, rules, interpretations or related guidance. Client is responsible for providing training to its personnel relating to the proper completion of the Form I-9 and the proper use of E-Verify.

Signature

I certify that I am authorized to execute this Addendum on behalf of the Client listed below.

On Behalf of Client:

Customer Name: _____

Customer Address: _____

Signature: _____ Date: _____

Print Name: _____ Title: _____

On Behalf of deverus:

Signature: _____ Date: _____

Print Name: _____

