

## DISPUTE RESOLUTION POLICY

### 1. Acceptance of Dispute Resolution Policy.

The following dispute resolution policy (“Dispute Resolution Policy”) shall apply to and govern any and all access to or use by you (referred to as “you” or “User”) of our websites and portals located at [www.simplymerit.com](http://www.simplymerit.com), other websites and portals we own and operate (collectively, “Sites”), mobile application, other MorganHR, Inc (“Company”) applications and online services that reference this Dispute Resolution Policy (together with the Sites, “Company Offerings”). This Dispute Resolution Policy governs any and all claims and disputes arising out of and/or related to your access to and use of the Company Offerings, including any content, functionality, and services offered on or the Company Offerings, whether as a guest or a registered user, and the resolution of any and all such disputes. All capitalized terms not defined in this Dispute Resolution Policy shall have the meaning defined in our Terms of Use, located at [www.simplymerit.com](http://www.simplymerit.com), (“Terms”).

Please read this Dispute Resolution Policy carefully before starting to use any of the Company Offerings.

**THIS POLICY REQUIRES THE USE OF BINDING INDIVIDUAL ARBITRATION TO RESOLVE DISPUTES RATHER THAN JURY TRIALS OR CLASS ACTIONS. IF USER WISHES, USER MAY OPT OUT OF THE REQUIREMENT TO ARBITRATE DISPUTES BY FOLLOWING THE INSTRUCTIONS IN SECTION 7 BELOW. ALL REQUESTS TO OPT-OUT MUST BE RECEIVED BY VENDOR WITHIN THIRTY (30) DAYS FOLLOWING USERS INITIAL USE OF THE SITE (FOLLOWING THE POSTING OF THIS DISPUTE RESOLUTION POLICY).**

By using the Company Offerings, User accepts and agrees to be bound and abide by this Dispute Resolution Policy. If User does not want to agree to this Dispute Resolution Policy, User must provide the notification indicated above to Company and/or not access or use the Company Offerings. The Company Offerings are offered and available to User’s who are eighteen (18) years of age or older and reside in the United States or any of its territories. By using the Company Offerings, User represents and warrants that User is of legal age to form a binding contract with Company and meets all of the foregoing eligibility requirements. If User does not meet all of these requirements, User must not access or use the Company Offerings.

### 2. Arbitration of Disputes.

Company, and User agree to arbitrate all disputes and claims between Company and User that arise out of or relate in any way to the Company Offerings or this Dispute Resolution Policy. The agreement to arbitrate contained within this Dispute Resolution Policy is intended to be broadly interpreted and includes, for example:

- a. claims brought under any legal theory;
- b. claims that arose before User first accepted any version of the Dispute Resolution Policy containing an arbitration provision;
- c. claims that may arise after the termination of User’s use of the Company Offerings;
- d. claims brought by or against Company, any affiliate of Company, and the respective officers, directors, employees, agents, predecessors, successors, and assigns of these entities; and
- e. claims brought by or against User, the respective affiliates and parent companies of User, and the respective officers, directors, employees, agents, predecessors, successors, and assigns of these entities, if any.

This Dispute Resolution Policy does not preclude any party from seeking an individualized preliminary injunction or temporary restraining order until a claim is arbitrated, or from bringing an individualized action in small claims court, in any court that has jurisdiction; provided that, as limited by Section 4 below, the arbitrator will have exclusive jurisdiction to finally resolve claims not within the jurisdiction of a small claims court. Nor does this Dispute Resolution Policy bar any party from bringing issues to the attention of federal, state, or local agencies.

User and Company agree that, by entering into this Dispute Resolution Policy, all parties are waiving their respective rights to a trial by jury or to participate in a class or representative action. The Federal Arbitration Act governs the interpretation and enforcement of this Dispute Resolution Policy. With respect to all disputes or claims that arise out of or relate in any way to the Company Offerings or this Dispute Resolution Policy, this Dispute Resolution Policy supersedes any contrary dispute resolution policies regarding dispute resolution in any other agreement between the parties.

### 3. Notice of Disputes.

Any Notice of Dispute shall be sent as provided in Section 9 below. Notices of Dispute sent by User must include, as applicable, (a) User’s name and mailing address, (b) the email address User uses to log into User’s account, (c) any case number or other identifier assigned by Company to track previous attempts to resolve the dispute, (d) a detailed description of the dispute, including the involved

parties and relevant dates, and (e) a statement of the relief requested. If the parties are unable or unwilling to resolve the dispute within sixty (60) days after the Notice of Dispute is delivered to the receiving party, the dispute shall be submitted to the American Arbitration Association (“AAA”) and resolved via arbitration. The party who sends the original Notice of Dispute shall be responsible for submitting a demand for arbitration (each a “Demand”) to the AAA. For the avoidance of doubt, no Demand may be submitted until at least sixty (60) days after the Notice of Dispute is delivered to the receiving party. Unless the parties agree otherwise, User must send a copy of User’s Demand to Company’s Notice Address and clearly labeled the Demand with the words “Demand for Arbitration.” Company will send any and all Demands to User at the e-mail and mailing addresses associated with User’s account.

#### **4. Arbitration Procedures.**

Any and all arbitration proceedings between Company and User will be governed by the AAA’s Commercial Arbitration Rules and Mediation Procedures (“AAA Rules”), as modified by these Dispute Resolution Policy, and will be administered by the AAA. Unless the parties agree otherwise, the expedited procedures portion of the AAA Rules (Rules E-1 to E-10) shall apply to any claim of Seventy-Five Thousand Dollars (\$75,000) or less. The AAA Rules are available online at [www.adr.org/rules](http://www.adr.org/rules) or by calling the AAA at 1-800-778-7879. If the AAA is unavailable, the parties will agree to another arbitration provider or the court will appoint a substitute. To the fullest extent permitted by applicable law, any evidentiary submissions made in arbitration will be maintained as confidential in the absence of good cause for its disclosure. The arbitrator’s award will be maintained as confidential only to the extent necessary to protect either party’s trade secrets or proprietary business information or to comply with a legal requirement mandating confidentiality.

Unless the parties agree otherwise, the place of arbitration and the location of the arbitration hearing for any arbitration hereunder shall be with Cook County, Illinois. In the event that any substantive or procedural law applies to the arbitration, the arbitrator shall be required to use and apply the substantive and procedural law of the State of Illinois. If the value of User’s claim is Twenty-Five Thousand Dollars (\$25,000) or less, User may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, by telephone, or by an in-person hearing. If the value of User’s claim exceeds Twenty-Five Thousand Dollars (\$25,000), the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision is based and provide a copy of such to the parties. All issues included within the Demand are for the arbitrator to decide, except that only a court of competent jurisdiction may decide issues relating to the scope and enforceability of this arbitration provision, the arbitrability of disputes, or the interpretation of Section 6. The arbitrator will not be bound by rulings in other arbitrations in which User are not a party. The arbitrator can award the same individualized damages and relief that a court can award. Judgment on the award may be entered by any court having jurisdiction.

#### **5. Costs of Arbitration.**

The AAA’s fee schedule is subject to change and may be found in the AAA Rules (available online at [www.adr.org/rules](http://www.adr.org/rules) or by calling the AAA at 1-800-778-7879). Company will pay all AAA filing, administrative, and arbitrator fees (“Filing Fees”) for any arbitration that Company commences. User is required to pay all Filing Fees for any arbitration that User commences (unless applicable law or the AAA Rules requires that Company pay such Filing Fees). If the arbitrator finds in favor of User, the arbitrator may direct Company to reimburse User for the Filing Fees paid by User.

#### **6. No Class or Representative Arbitration.**

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim without affecting other Company users. **YOU AND VENDOR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.** Further, unless all affected parties agree otherwise, the arbitrator may not consolidate more than one individual’s claims and may not otherwise preside over any form of a representative or class proceeding. If a court decides that applicable law precludes enforcement of any of this subsection’s limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

#### **7. 30-Day Opt-Out Period.**

User has the right to opt out of this Dispute Resolution Policy. If User does not wish to be bound by this Dispute Resolution Policy (including its waiver of class and representative claims), User must notify Company in writing within thirty (30) days after User’s first use of any of the Company Offerings following the posting of this Dispute Resolution Policy containing an arbitration provision (unless a longer period is required by applicable law). User’s notice to Company under this subsection (“Opt-Out Notice”) must be submitted via electronic correspondence to [hello@morganhr.com](mailto:hello@morganhr.com) and must include: (a) User’s name and mailing address, (b) the email address User use to log into User’s account, and (c) a statement clearly indicating that User wish to opt-out of the arbitration provisions contained within Company’s Dispute Resolution Policy. Delivery of an Opt-Out Notice does not revoke or otherwise affect any previous arbitration agreement between User and Company.

**8. Future Changes to Dispute Resolution Policy.**

If Company makes any changes to this Dispute Resolution Policy (other than a change to Company’s Notice Address), User may reject any such change by notifying Company, via written or electronic correspondence, to hello@morganhr.com, within thirty (30) days following User’s first use of the a after the change to the Dispute Resolution Policy is posted to the Company Offerings. It is not necessary to submit a rejection of the future change to this Dispute Resolution Policy if User have properly delivered an Opt-Out Notice to Company. By rejecting a future change, User are agreeing that User will arbitrate any dispute in accordance with the language of this Dispute Resolution Policy, as modified by any changes that User did not reject.

**9. Notice.**

All notices required herein must be in writing and deemed delivered (i) upon receipt by hand delivery, (ii) if mailed, two (2) business days after deposit in the United States mails, by registered or certified mail, return receipt requested, first class postage prepaid, or (iii) by electronic (e-mail) or similar communication , with a copy sent first class United States mail, postage prepaid, however no copy need be sent by United States mail in the event that receipt is acknowledged by the recipient through responsive or subsequent email or communication.

Notices to Company must be sent as follows:

MorganHR, Inc.  
21720 W. Long Grove Rd., Suite C-216  
Deer Park, IL 60010  
Ph.: 847.719.9060  
E-mail: hello@morganhr.com

Any party hereto may change its address specified for notices herein by designating a new address by notice in accordance with this Section.

**10. Miscellaneous.**

These Dispute Resolution Policy contains the parties’ entire agreement relating to the subject matter herein and supersedes any prior or contemporaneous agreements on those subjects. Neither party will be treated as having waived any rights by not exercising (or by delaying the exercise of) any rights under this Dispute Resolution Policy. Neither party may assign any of its rights or obligations under this Dispute Resolution Policy without the written consent of the other party, except to an affiliate but only where (i) the assignee agrees in writing to be bound by this Dispute Resolution Policy, (ii) the assigning party remains liable for obligations under this Dispute Resolution Policy if the assignee defaults on them, and (iii) the assigning party has notified the other party of the assignment. Any other attempt to transfer or assign is void. (i) Except as provided above, there are no third-party beneficiaries to this Dispute Resolution Policy. This Dispute Resolution Policy do not create any agency, partnership, or joint venture among the parties.