



## **Employee Direct Pay Subscription Agreement**

### **Definitions**

"You" and "Your" means the person, officers, company, Association, Limited Liability Company, or Corporation and its affiliated entities that have executed this agreement on Your behalf. "You Are My Witness™" is a solely owned and operated Service division and authorized identity manager of AYIN International, Inc. AYIN International, Inc. is referred to as the "Company". The term "Employees" refers to Your employees. The term "Service(s)" mean Supervised Remote In-Person Form I-9 verification and certification with our certified Notary Public or Authorized Agents via live video conference that is recorded by consent of the "employees" to confirm their identity.

### **Notary Public and Authorized Agents**

You affirm, acknowledge and agree to accept the Company's Notaries Public or certified Authorized Agents as Your agent in fact for processing Your employee or remote employee's electronic Form I-9. All the Company's Notaries Public and Authorized Agents are background checked and have signed a statement of confidentiality and our privacy policy for protection of Your employee's personal identification information (Also see our Non-Disclosure clause). You also affirm, acknowledge, and agree that You being the employer are liable for any employer sanction violations as specified under INA: ACT 274 A;B;C Sec. 274A;B;C; 8 U.S.C. 1324a;b;c;.

### **Term of Agreement**

The term of this subscription agreement is active and valid for two (2) year from the date You agree to the terms and conditions stated herein

### **See Privacy Policy [click here](#) Nondisclosure**

We each agree to disclose only information that is required for the performance of obligations under this agreement. Confidential information shall be limited to the terms and pricing under this agreement. Your confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party. YAMW is required by law to hold Your confidential information in confidence for a period of three years from the date of disclosure. YAMW will disclose confidential information only to Your employer or its agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under this agreement or orders submitted under this agreement in any legal proceeding arising from or in connection with this agreement or disclosing the confidential information to a federal or state governmental entity as required by law.



## **Rights Granted**

The Company grants You one (1) non-exclusive, non-assignable, non-resalable (except as contemplated herein), non-transferable, royalty-free, Service subscription to receive the services You ordered which are solely subject to the terms of this agreement, including the definitions and rules set forth herein. You and Your employer are responsible for complying with Department of Homeland Security (DHS) / United States Customs Immigration Services (USCIS) for employee verification certification and electronic signatures, [§274a.2 Verification of identity and employment authorization] and National Institute of Standards and Technology (NIST) for [NIST 800.63.3a Digital Identity Guidelines Enrollment and Identity Proofing for Supervised Remote In-Person Identity Proofing] in using the services described in this agreement. YAMW services are specifically designed to allow Your remote hire employees to interact with a live remote certified YAMW Notary Public or Authorized Agent licensee via our secure web-based videoconferencing network and process Your (employee's) electronic Form I-9 employee eligibility verification and certification document. Services are provided based on YAMW policies for the applicable services ordered, which are subject to change.

## **Ownership and Restrictions**

The Company or its licensors retain all ownership and intellectual property rights to the services, s, applications, and technologies implemented with this service. The Company retains all ownership and intellectual property rights to any and all technology methods and processes developed and delivered under this agreement resulting from services including but not limited to, patents, trademarks, copyrights, trade secrets, confidential information, secret information, private information, private personal information, transcripts, licenses, secure audio/video conference recordings, electronic or paper based documents, and electronic transmissions resulting from services performed under this agreement. Third party technology may be appropriate or necessary for use with the Company s and service. Such third-party technology is not licensed to You or Your employees under the terms of the terms of this subscription agreement.

You are expressly prohibited from the following

- 1) Removing or modifying any markings or any notice of the Company or its licensors proprietary rights;
- 2) Making the s or materials resulting from the services available in any manner to any third-party except for use in official U.S. Government Agency database query in verifying the employee's Form I-9 information.
- 3) Cause or permit reverse engineering (unless required by law for interoperability), disassembly or de-compilation of the s (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Form I-9 services)

## **Warranties, Disclaimers and Exclusive Remedies**

The Company warrants that the service licensed to You will operate in all material respects as described. The Company also warrants that services are provided in a professional manner consistent with industry standards and best practices.

## **Required Identification Documents**

USCIS M-274 Employer Handbook rules, allows Your employee to display any current and original form of identification they choose according to USCIS acceptable documents. You, or Your [employee's] may not be denied service except for invalid identification documents and/or incomplete Form I-9 information. The Company requires government issued photo identification for all remote hire Form I-9 transactions.



### **Hours of Service Availability**

YAMW service hours are 8:00 a.m. to 5:00 p.m. PDT Monday through Friday. Weekend & Holidays service are not available at this time.

### **Rescheduling, Missed Appointments, and Cancellations**

Neither the Company or any of its employees, independent Agents, or affiliates is not responsible for missed appointments or no shows by You or Your [employees]. In the event of a missed appointment or no show, option to reschedule is available at [www.Youaremywitness.com](http://www.Youaremywitness.com) or .net.

### **Connectivity**

YAMW anticipates 100% connectivity for all real-time web-based Form I-9 transactions. In the event of connectivity interruption, You will not be required to re-book appointment. YAMW will do its best to restore connectivity, including but not limited to, reconnection via smart phone or other device to complete the electronic Form I-9 transaction.

**The Company DOES NOT GUARANTEE THAT PROGRAMS FOR SERVICES DESCRIBED HEREIN WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT the Company WILL CORRECT ALL PROGRAM ERRORS FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND the Company's ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF the Company CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY NOT BE CHARGED FOR THE TRANSACTION WHEREIN THE INTERRUPTION OR BREACH OCCURRED. (B) THE RE-PERFORMANCE OF THE DEFICIENT SERVICES; OR, IF the Company CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES YOU PAID TO the Company FOR THE DEFICIENT SERVICES. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING WARRANTIES OR CONDITIONS OF FUNCTIONALITY AND FITNESS FOR A PARTICULAR PURPOSE.**

### **Nondisclosure**

Both You and the Company undersigned herein to this subscription agreement, agree to disclose only information that is required for the performance of obligations under this agreement. Your employee's personal identifiable information shall be limited to the terms of this agreement. The Company will disclose employee's personal identifiable information only to You or Your authorized personnel, agents, or affiliates to receive employees' personal identifiable information, who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms of this agreement in any legal proceeding arising from or in connection with this agreement or disclosing the employee's personal identifiable information to a federal or state governmental entity as required by law.

In accordance with the *Video Privacy Protection Act 18 U.S.C. § 2710 4(e)* the Company is required to destroy employee personal identifiable information as soon as practicable, but no later than one (1) year from the date the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information under subsection (b) (2) or (c) (2) or pursuant to a court order under the *Video Privacy Protection Act 18 U.S.C. § 2710*.



Company shall not transfer employee's personal identifiable information to, or store, host or process it in any other jurisdiction without having notified You or the employee of the same in writing and in advance. Company shall implement strict and adequate security, technical and organizational safeguards in respect of the integrity and confidentiality of the employees' personal identifiable information while in its possession to ensure that the employees' personal identifiable information will not be recorded, disclosed, processed, deleted, altered, used or otherwise tampered with in an unauthorized or accidental manner and to protect the employees' personal identifiable information in accordance with the relevant data protection laws. Company shall immediately notify You in the event of any breach of this clause and shall undertake promptly to remedy the breach (or the circumstances giving rise to the breach) without charge and at no additional cost to You.

### **Social Security Number Usage**

Section 7 of the Privacy Act (found at 5 U.S.C. § 552 (Disclosure of Social Security Number)) provides that: "It shall be unlawful for any Federal, State or local government agency to deny to any individual any right, benefit, or privilege provided by law because of such individual's refusal to disclose his social security account number." Sec. 7 (a) (1).

### **Other**

1. This agreement is governed by the substantive and specifically notarial procedural laws and regulations of the Commonwealth of Virginia, Ohio, Nevada, Montana, and effective Oct. 2018 Texas.
2. If You have a dispute with the Company, You will promptly send written notice to AYIN International, Inc. 1240 E. Ontario Avenue 102-221 Corona, California 92881. You may not assign, sell, give, or transfer the rights stated herein this agreement, or transfer the services, except as pursuant to Your identity proofing service offering, to another individual or entity without written request to do so and subsequent approval from the Company.
3. Except for actions for nonpayment or breach of the Company's proprietary rights, no action, regardless of form, arising out of or relating to this agreement may be brought by either You or the Company more than two years or within the statute of limitations after the cause of action has accrued.

### **Contact and Billing**

You agree to provide the Company with complete and accurate billing and contact information. This information includes:

- 1) Authorized Representative Full Name
- 2) Your legal company Name
- 3) Street address
- 4) e-Mail address
- 5) Telephone number

You agree to update this information within thirty (30) days of any change to it. If the contact information You have provided is false or fraudulent, we reserve the right to terminate this Subscription Agreement and take appropriate legal action as may be required.



### **Transaction Rate and Credit Card Processing Fees**

This is an Employee Direct Pay subscription. Employee's under this agreement shall pay a total of twenty six dollars and ninety-five cents (\$26.95 USD) per service transaction which includes a two-dollar (\$2.00 USD) processing fee for all credit card purchases. Employees will be required to pay by valid credit card when booking an appointment for Form I-9 service. The Company accepts all major credit cards.

### **Early Cancellation Fee**

You may cancel this agreement at any time by submitting a request in writing to:

**AYIN International, Inc. 1240 E. Ontario Ave 102-221 Corona, California 92881**

You are required to pay an early cancellation fee of 20% derived from the regular fee of thirty-nine dollars and ninety-five cents (\$39.95 USD) for all outstanding Supervised Remote In-Person Form I-9 projected service request cited by You at the time You signed-up for the services described herein.

### **Refunds**

Request for refunds must be sent to Your employer for processing. Your employer will notify the Company and we will investigate and if deemed necessary issue Your employer a credit for refund. For additional refund information please send all inquiries to [accounting@ayininternationalinc.com](mailto:accounting@ayininternationalinc.com)

### **Log Files**

We use IP addresses to analyze, track and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. This information is not shared with third parties and is used only within YAMW on a need to know basis. An Employee's personal identifiable information related to this data will never be used in any way different to that stated above without Your explicit permission.

### **Cookies**

[www.youaremywitness.com](http://www.youaremywitness.com) is an interactive website and may use cookies to enable us to retrieve user details for each visit. Some of our affiliate parties may also use cookies.

### **Links**

You may not create a link to any page of the [www.youaremywitness.com](http://www.youaremywitness.com) website without our prior written consent if You do create a link to any page of this website You do so at Your own risk and the exclusions and limitations of this agreement will apply to Your use of this website by linking to it.

### **Force Majeure**

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. We will use reasonable efforts to mitigate the effect of a force majeure event. This section does not excuse either parties obligation to take reasonable steps to do everything within its power to provide the and service under this agreement or Your obligation to pay for services delivered or services provided.



### **Termination of Agreement**

Termination of this subscription agreement may not be terminated by either party executing this agreement unless written specification of any breach is presented in writing to the breaching party. Both parties have thirty (30) days to submit the written specification of breach to the non-breaching party. If breach written notification is not submitted within thirty (30) days, then such breach shall not be considered and this subscription agreement shall remain in effect. If either party to this agreement commits a material breach within the term of this agreement and fails to correct the breach within sixty (60) days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this agreement in writing within the time permitted and provision herein. If either party ends this agreement as specified due to a material breach as described herein, all amounts which have accrued prior to such end, as well as all sums remaining unpaid for subscription services performed by the Company are received under this agreement plus related taxes and expenses must be paid within ninety (90) days.

### **Limitation of Liability**

**NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES, WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT OR OTHERWISE, WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE INDEMNITY OBLIGATIONS SET FORTH HEREIN, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY EXCEED THE TOTAL AMOUNT ACTUALLY PAID OR PAYABLE BY YOU TO COMPANY FOR THE SPECIFIC PRODUCT OR SERVICE THAT DIRECTLY CAUSED THE DAMAGE.**

### **Waiver of Breach**

The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition in the event of any subsequent breach of the same or in the event of a breach of any other term, covenant, or condition herein contained. This agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted by the Company or the Company affiliates. Any notice required under this agreement shall be provided to the other party in writing. Except for nonpayment of fees, the non-breaching party may agree at its sole discretion to extend the thirty (30) day period for so long as the breaching party continues reasonable efforts to cure the breach. Upon any expiration or termination of this agreement, the Company shall promptly return or destroy any of Your Employee's personal identifiable information in its possession.

### **Entire Agreement**

This invoice subscription agreement is the entire and exclusive agreement between the Company and You regarding and services You have ordered and purchased. Other than the Company, no other entity, person, company or the like may be third party beneficiaries to this subscription agreement. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision herein. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. By clicking "Yes" located on the Employer Registration Form, You agree the terms and provisions of this agreement.