

CLIENT REGISTRATION FORM

In order to create a user account for Form I-9 Services, you must first complete this registration form and forward it to your Service Provider. Please indicate the Form I-9 Service(s) you intend to use.

- ☐ **Electronic Form I-9 ONLY** (Complete Section 1 only)
- ☐ **E-Verify ONLY** – (Complete Sections 1 and 2)
- ☐ **Electronic Form I-9 AND E-Verify** (Complete Sections 1 and 2)

SECTION 1

1. Full Legal Name of Organization (the Employer)

2. Number of Employees _____

3. North American Industry Classification System code (NAICS)

NAICS Code: __ __ __ If you do not know your NAICS code, please visit

<http://www.census.gov/epcd/naics02/naicod02.htm> to conduct a search and select the code that best fits your industry. If you know your SIC Code, you may obtain your NAICS code by entering your SIC code (in the form "SIC 1234") in the NAICS search box at the top of the page. The NAICS classification system is set-up as follows:
Sector (first 2 digits) Sub-sector (third digit)

4. Primary Location Address (Please do not enter a P.O. Box address in this section)

Street Address: _____

City, State, Zip Code: _____

County/Parish: _____

5. Primary Mailing Address (Complete if mail is not delivered to the above address)

Street Address: _____

City, State, Zip Code: _____

County/Parish: _____

6. Primary Point of Contact

Last Name: _____ First Name: _____

Title: _____

Phone Number: (____) _____ - _____ Fax Number: (____) _____ - _____

Email Address: _____

CLIENT REGISTRATION FORM

7. Service Provider (Company through which you will access Form I-9 Services)

SECTION 2

Complete this section if you intend to access the E-Verify System

Web-Based E-Verify Employer Agent

Form I-9 Compliance, LLC is your Employer Agent for the E-Verify System through the E-Verify Program. As such, it is responsible for generating a Memorandum of Understanding (MOU) that must be executed by the Department of Homeland Security (DHS), the Social Security Administration (SSA), the Employer and Form I-9 Compliance.

Upon receipt of the completed Client Registration Form and User Agreement, Form I-9 Compliance, LLC will generate a MOU for your organization. Upon receipt of your signed MOU, the DHS, through Form I-9 Compliance, will complete your registration process.

8. Employer Identification Number (EIN or Tax ID) ____ - ____ - ____ - ____ - ____ - ____

The EIN, also known as a Federal Tax ID Number, may or may not be separated by a hyphen. For example: 123456789. There is a total of nine numbers.

9. Business Category:

- ☐ None of these categories apply (**Skip To Question #10 b**)
- ☐ Federal Contractor **with** FAR E-Verify Clause
- ☐ Federal Contractor **without** FAR E-Verify Clause
- ☐ Federal Government ☐ State Government ☐ Local Government

10. Federal Contractors **with FAR E-Verify Clause (must answer the two questions below):**

If "Federal Contractor with FAR E-Verify Clause" is selected above, which category best describes your organization?

- ☐ None of these categories apply ☐ Institution of Higher Education
- ☐ State or Local Government ☐ Federally Recognized Indian Tribe
- ☐ Sureties

10 a. Which employees will your Client Company verify?

- ☐ Employees assigned to a covered Federal Contract Only.
- ☐ All new hires and existing employees assigned to Federal Contract
- ☐ Entire workforce (all new hires and all existing employees throughout the entire Company)

CLIENT REGISTRATION FORM

10 b. Multiple Hiring Sites ☐ Yes ☐ No

If multiple hiring sites will use the E-Verify System, please reference the individual state(s) and list the number of hiring sites per state below. Please notify your Service Provider of any additions or deletions to this list. Form I-9 Compliance, LLC will make the proper adjustments to your company profile.

State	# Sites	State	# Sites	State	# Sites	State	# Sites
ALABAMA		ILLINOIS		MONTANA		PUERTO RICO	
ALASKA		INDIANA		NEBRASKA		RHODE ISLAND	
ARIZONA		IOWA		NEVADA		SOUTH CAROLINA	
ARKANSAS		KANSAS		NEW HAMPSHIRE		SOUTH DAKOTA	
CALIFORNIA		KENTUCKY		NEW JERSEY		TENNESSEE	
COLORADO		LOUISIANA		NEW MEXICO		TEXAS	
CONNECTICUT		MAINE		NEW YORK		UTAH	
DELAWARE		MARSHALL ISLANDS		NORTH CAROLINA		VERMONT	
DISTRICT OF COLUMBIA		MARYLAND		NORTH DAKOTA		VIRGIN ISLANDS	
FLORIDA		MASSACHUSETTS		NORTHERN MARIANA ISLANDS		VIRGINIA	
GEORGIA		MICHIGAN		OHIO		WASHINGTON	
GUAM		MINNESOTA		OKLAHOMA		WEST VIRGINIA	
HAWAII		MISSISSIPPI		OREGON		WISCONSIN	
IDAHO		MISSOURI		PENNSYLVANIA		WYOMING	

USER AGREEMENT

THIS USER AGREEMENT (the "**Agreement**") is made and entered into by and between the employer listed below ("**Employer**") and Form I-9 Compliance, LLC ("**Fi9**") as of the date set forth below.

Your Service Provider is an Alliance Partner of Form I-9 Compliance, LLC (Fi9) who provides services ("Services") to employers ("Employer") with Fi9's software, including its electronic signature solution, (together with related printed or electronic materials, manuals and other documentation related thereto, the "Software") and through Fi9's website www.formi9.com (together with any other website operated by Fi9, the "Website"). By signing below, the Employer listed below agrees to be legally bound by this User Agreement as a legally binding agreement between Fi9 and such Employer ("Agreement").

1. **Authorized Activities.** Subject to the terms of this Agreement, and payment of all applicable fees, Fi9 grants Employer the non-exclusive, non-sublicenseable, non-transferable right to permit each Employer User to access, view and use the Software at the Website solely for Employer's internal business purposes. An "Employer User" means the specific employee or agent of Employer for which Employer has requested and obtained a username and password from Fi9. Employer and Employer Users are collectively referred to as "User." Employer and each Employer User shall abide by the terms of this Agreement and shall be responsible for any violations of this Agreement by such Employer User. Each User is responsible for keeping the Company ID and all user names and passwords provided by Fi9 or Alliance Partner confidential and not to provide them to any third party. Employer gives Fi9 permission to access its accounts for support and maintenance purposes. Employer must promptly notify Alliance Partner or Fi9 if any Company ID, username or password of any of its Employer Users is to be revoked or terminated; or is lost, stolen or used without permission or the occurrence of any unauthorized access to any computer or system that may have given a third party access to the Company ID, username or password.

2. **Limitations on Use.** No User shall permit anyone other than such User to use the Company ID or such User's username and password or transfer, distribute, rent or sublease any such Company ID, username or password. User shall not attempt to learn any third party's Company ID, username or password or to use any means to access the Services, Software or Website other than logging in using the Company ID and username and password issued by Fi9 to Employer and such Employer User, respectively. User may use the Website only as intended by Fi9 as indicated by this Agreement and instructions and other materials on the Website.

2.1 The Software is to be used only on the Website and shall not be downloaded. User shall not modify in any way or reproduce or publicly display, perform, or distribute or otherwise use the Software, Website, or any material downloadable from the Website. User shall maintain and abide by all copyright, trademark and other notices contained in such material. User may not reverse engineer, decompile, or disassemble the Software. User shall not (i) use the Website to promote any unlawful activity or purpose, including without limitation, any activity that could give rise to criminal or civil liability or carry out any unauthorized alteration of any data or information on the Website, or (ii) store on, or send, post or otherwise publish through the Software or Website, any message, material, user name or other communication that: (a) impersonates any person or entity; (b) is unlawful, offensive, false or misleading; (c) constitutes or encourages the conduct of a criminal offense; (d) gives rise to any liability; (e) causes injury of any kind to any person or entity; or (f) contains harmful or malicious components or code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

3. **Term; Termination.** This Agreement is effective until terminated. Employer may terminate this Agreement at any time, for any reason, after providing Form I-9 Compliance forty-five (45) days advance written notice. Upon termination of this Agreement, Employer can download all I-9 information that is contained within the Form I-9 Compliance electronic system by utilizing the Export feature located under the Administration Tab. The export process will allow Employer to download all stored I-9 information, accessible on a permission basis only, after successful login. The Employer may also request Fi9 prepare the export, for a fee of \$.10 per employee record, which includes a PDF package for each employee and contains the Electronic I-9 Form, Signature Receipts, Electronic Section 3 Updates (if applicable), Supporting Documents (if applicable), E-Verify Result Page (if applicable), any Scanned Historical I-9 Forms (if applicable), and Audit Logs. The minimum export fee is \$3,500.00, to a maximum of \$10,000.00. Once the export is processed, the I-9 information, will be sent via secure electronic method to the designated Employer Representative. Fi9 may terminate the Services and this Agreement immediately if fees payable are not paid by the appropriate party within 60 days after notice from Fi9 or if Employer or any of its Employer Users violates any of the other terms, conditions or provisions of this Agreement. All provisions of this Agreement relating to disclaimer of warranties, limitation of liability, remedies or damages, and Fi9's proprietary rights shall survive termination.

4. **Disclaimers; Limited Warranties; Limitation of Remedies.**

4.1 **Disclaimer With Respect to Electronic Transactions; No Legal Advice.** Fi9 MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY USE OF THE SOFTWARE, WEBSITE OR SERVICES, INCLUDING WITHOUT LIMITATION, IN CONNECTION WITH ELECTRONIC TRANSACTIONS, ELECTRONIC CONTRACTS OR ELECTRONIC SIGNATURES. Use of the Software, Website or Services is at User's sole risk. A variety of State and United States Federal laws prescribe various elements of legally enforceable signatures and may prohibit their use in certain instances. Use of the Software, Website or Services is not a substitute for legal advice; User acknowledges and agrees that User is not relying on Fi9, to provide any legal advice whatsoever, including without limitation, as to

electronic signatures, communications or contracts. User shall consult with User's own legal counsel in connection with and bears all risk and responsibility with regard to use of the Software, Website or Services for all purposes, including without limitation, determining whether all elements required under applicable law are met as to effectiveness, validity and enforceability of electronic communications, signatures or contracts.

4.2 Limited Warranty.

(a) Fi9 does not warrant that the Services, Software or Website will meet User requirements or that the operations of the Services, Software or Website will be uninterrupted or error-free. Fi9 warrants that the Software will function substantially in accordance with the documentation and specification for its operation. User's exclusive remedy under this limited warranty is to re-submit, at Fi9's election, the originally requested service, i.e. electronic Form I-9, employment verification check, electronic signature, at no additional charge or receive a refund of fees paid for the item or Service that does not meet this limited warranty.

(b) EXCEPT AS PROVIDED ABOVE, THE SERVICES, SOFTWARE AND WEBSITE ARE PROVIDED "AS-IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTY OF MERCHANTABILITY FITNESS FOR ANY PARTICULAR PURPOSE, SECURITY, ACCURACY OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES, SOFTWARE OR WEBSITE IS BORNE BY USER.

5. Liability.

5.1 Remedies for Employer. In the event of the failure of Fi9 to fulfill any of its obligations hereunder, including without limitation the warranties set out in Section 4, the exclusive remedy of Employer shall be to request that such obligation be fulfilled and, if that does not occur, to terminate this Agreement and to bring an action for actual damages, subject to the following limitations:

(a) NO LIABILITY FOR CONSEQUENTIAL DAMAGES, LOST PROFITS, ETC. TO THE FULLEST EXTENT PERMITTED BY LAW, WITH RESPECT TO ANY BREACH OF THIS AGREEMENT OR OTHER CLAIM RELATED TO THIS AGREEMENT, FI9 SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR LOST SAVINGS, ANY PUNITIVE, TREBLE OR SIMILAR DAMAGES, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE OR WILLFUL MISCONDUCT, OR FOR ANY CLAIM BY ANY THIRD PARTY, INCLUDING CLAIMS BY EMPLOYER FOR INDEMNITY, CONTRIBUTION OR THE LIKE. EMPLOYER EXPRESSLY ACKNOWLEDGES THAT IT MAY INCUR DAMAGES OF THE TYPE SET FORTH IN THIS SUBSECTION AND EVEN IF FI9 HAS BEEN OR IS EVER ADVISED IN THE FUTURE OF THE POSSIBILITY OF THE TYPES OF DAMAGES SET FORTH IN THIS SUBSECTION, FI9 SHALL NOT BE LIABLE FOR SUCH DAMAGES.

(b) LIMITATION ON AMOUNT. IN ADDITION TO THE LIMITATIONS SET FORTH IN SUBSECTION (a) ABOVE, TO THE FULLEST EXTENT PERMITTED BY LAW, FI9 SHALL NOT HAVE ANY LIABILITY FOR DAMAGES FOR ANY CLAIMS RELATING TO THIS AGREEMENT IN EXCESS OF AN AMOUNT EQUAL TO THE LESSER OF (1) THE FEES ACTUALLY PAID BY EMPLOYER TO FI9 DURING THE TWELVE MONTHS PRECEDING ANY CLAIM OR (2) \$2,000,000.

5.2 Remedies for Fi9. In the event of the failure of Employer to fulfill any of its obligations hereunder, the exclusive remedy of Fi9 shall be to request that such obligation be fulfilled and, if that does not occur, to terminate this Agreement and to bring an action for actual damages, subject to the following limitations:

(a) LIMITATION ON AMOUNT. TO THE FULLEST EXTENT PERMITTED BY LAW, EMPLOYER SHALL NOT HAVE ANY LIABILITY FOR DAMAGES FOR ANY CLAIMS RELATING TO THIS AGREEMENT EXCEPT FOR TOTAL MONIES PAST DUE OR FOR CONTRACT PROCEEDS WHICH WOULD, IN THE ABSENCE OF A BREACH BY EMPLOYER, BECOME DUE UNDER THIS AGREEMENT.

(b) LIABILITY FOR CONSEQUENTIAL DAMAGES, LOST PROFITS, ETC. EXCEPT AS SET FORTH IN SUBSECTION (a) ABOVE, TO THE FULLEST EXTENT PERMITTED BY LAW, WITH RESPECT TO ANY BREACH OF THIS AGREEMENT OR OTHER CLAIM RELATED TO THIS AGREEMENT, EMPLOYER SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR LOST SAVINGS, ANY PUNITIVE, TREBLE OR SIMILAR DAMAGES, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE OR WILLFUL MISCONDUCT, OR FOR ANY CLAIM BY ANY THIRD PARTY, INCLUDING CLAIMS BY FI9 FOR INDEMNITY, CONTRIBUTION OR THE LIKE. FI9 EXPRESSLY ACKNOWLEDGES THAT IT MAY INCUR DAMAGES OF THE TYPE SET FORTH IN THIS SUBSECTION AND EVEN IF EMPLOYER HAS BEEN OR IS EVER ADVISED IN THE FUTURE OF THE POSSIBILITY OF THE TYPES OF DAMAGES SET FORTH IN THIS SUBSECTION, EMPLOYER SHALL NOT BE LIABLE FOR SUCH DAMAGES.

5.3 Exclusions. None of the limitations set forth in Section 5.1 through 5.3 above shall apply to claims by either party concerning enforcement of its rights regarding patents, copyrights, trade secrets, trademarks, proprietary rights or trade names.

6. Ownership. All rights and title, including without limitation, copyrights in and to the Software (including but not limited to any object or source code, images, buttons, screen, photographs, animations, video, audio, music, text and "applets," incorporated into the Software or used in providing the Services), the Website, and any copies of the Software, Website, or materials created through their use are owned by Fi9 or its suppliers. If Employer is the United States Government or any agency thereof, the Software and other items of the Software are each a "commercial item," and "computer software" as those terms are defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all United States government customers acquire only those rights in the Software that are specified in this Agreement.

7. Indemnification. Each User agrees to indemnify and hold Fi9 and its parent companies, subsidiaries, affiliates, officers, directors and employees, harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of (i) Such User's (and in the case of an Employer, any of its Employer Users) negligence or use of the Services, Software or Website or violation of this Agreement, (ii) any use of the Services, Software or Website by any party (other than the authorized Employer User) while using the Company ID of the Employer and any username or password issued by Fi9 to such User (and in the case of an Employer, any of its Employer Users (provided, such User shall not be required to indemnify if the User has promptly notified Fi9 that the Company ID, username or password has been improperly obtained by another party and the User has not been negligent); or (iii) any incorrect, inaccurate or incomplete information provided to Fi9 by such User (and in the case of an Employer, any of its Employer Users).

8. Force Majeure. Fi9 shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including without limitation acts of God, fire, explosion, vandalism, storm or other similar catastrophes; any aspect of operation of the Internet; any law, order, regulation, direction, action or request of any department, agency, commission, court, bureau, corporation or other instrumentality of governments, or of any civil or military authority; national emergencies; insurrections; civil unrest; riots; wars; or strikes, lock-outs, work stoppages or other labor difficulties.

9. Arbitration. Except as otherwise provided in this Agreement, any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be resolved by arbitration in Orange County, California. This Agreement was negotiated, entered into and performed in Orange County, California. The parties hereto hereby consent to jurisdiction and venue in Orange County, California. The arbitration shall be administered by Judicial Arbitration and Mediation Services ("JAMS") in its Orange County office, before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Rules and Procedures. The arbitrator shall be a retired judge in the federal, state or appellate courts of the State of California affiliated with JAMS. Each of the parties to this Agreement reserves the right to file with a court of competent jurisdiction an application for temporary or preliminary injunctive relief, writ of attachment, writ of possession, temporary protective order and/or the appointment of a receiver on the grounds that the arbitration award to which the applicable may be entitled may be rendered ineffectual in the absence of such relief. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The award of the arbitrator shall be final and binding. All discovery disputes shall be resolved by the arbitrator. Any arbitration hereunder may be consolidated by JAMS with the arbitration of any other dispute arising out of or relating to the same subject matter when the arbitrator determines that there is a common issue of law or fact creating the possibility of conflicting rulings by more than one arbitrator. Any disputes over which arbitrator shall hear any consolidated matter shall be resolved by JAMS. The arbitrator shall not have any power to alter, amend, modify or change any of the terms of this Agreement, nor to grant any remedy which is either prohibited by the terms of this Agreement, or not available in a court of law. The expenses of the arbitration, including any JAMS administration fees and any arbitrator's fees, and costs of the use of facilities during the arbitration hearings, shall be borne equally by the parties.

10. Governing Law; Venue. The display or use of the Services, Software or Website alone does not subject Fi9 to any specific jurisdiction. All questions in respect of the enforceability of the agreement of the parties to arbitrate pursuant to subsection F. above which may be resolved by state law shall be resolved according to the law of the State of California. Any action brought to enforce the provisions of subsection F. above shall be brought in the Orange County Superior Court. All other questions in respect of this Agreement, including, but not limited to, the interpretation, enforcement of this Agreement (other than the right to arbitrate), and the rights, duties and liabilities of the parties to this Agreement shall be governed by the laws of the State of California, without giving effect to its law regarding the conflict of laws.

11. Miscellaneous. If for any reason the court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced in such jurisdiction to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. Failure of a party to enforce performance of the terms, conditions or other provisions of this Agreement shall not be construed as a waiver of any right granted under this Agreement to such party nor to affect the validity of this Agreement or such party's right thereafter to enforce each and every provision of this Agreement. Any waiver amendment or amendment of any provisions of this Agreement shall be effective only if in writing and signed by authorized representatives of the Employer and Fi9. User may not assign this Agreement or any rights or obligations hereunder without the prior written approval of Fi9. Any assignment in violation hereof shall be void and without effect. Fi9 may assign this Agreement without User's approval.

By signing below, Employer hereby accepts all provisions within this User Agreement and acknowledges that Employer's account will not be activated until (1) this signed User Agreement is returned to Form I-9 Compliance, LLC and, (2) if Employer is electing to enroll in the E-Verify Program, a Memorandum of Understanding (MOU) between the Employer, the Department of Homeland Security, the Social Security Administration, Form I-9 Compliance, LLC (the Employer Agent) has been signed. A signed copy of this Agreement and/or the MOU delivered to Form I-9 Compliance, LLC in person, by e-mail to: support@formi9.com or by facsimile to: (949) 720-4933, shall be as legally binding as if it were an originally signed form.

Organization Name

Authorized Signature

Printed Name

Title

Date



Customer Application

999 McBride Avenue, Suite C205
Woodland Park, NJ 07424
Phone (800) 247-2365
Fax (973) 256-0352

Date: _____

Please furnish the following information and references and complete all questions:

Company Name _____

Street Address _____

City, State, Zip _____

Area Code/Telephone # _____ Fax # _____

Type of Organization _____ Employers Tax ID # _____

Nature of Business _____

Date Incorporated _____

Principals or Officers:

(1) _____ Title _____

(2) _____ Title _____

Bank Information:

Bank Name _____ Phone _____

Address _____ Account # _____

Credit References: 1. _____ Phone _____ Acct # _____

(Vendors)

2. _____ Phone _____ Acct # _____

3. _____ Phone _____ Acct # _____

I _____ authorize our creditors to release information to
DataScreening.

Signature: _____ Title: _____ Date: _____

e-mail Address _____



CREDIT CARD BILLING & CHECKING ACCOUNT AUTHORIZATION FORM

Payment Options

- ☐ Credit Card at end of month (complete both credit card and checking account info below)
- ☐ Invoice at end of month (complete both credit card and checking account info below)

Credit Card Information

Name on Credit Card: _____

Your Business Name: _____

Billing Address of credit card: _____

City, State, Zip: _____

e-mail Address: _____

Credit card #: _____

Type of Credit Card: MC _____ Visa _____ Amex _____

Expiration date: _____ CVV # 3 digit for Visa & 4 digit for Amex: _____

Billing Telephone #: _____

Fax Number: _____

Checking Account Information

Name of Bank: _____

Address of Bank: _____

Bank Routing Number: _____

(this is the first string of numbers on your check)

Bank Account Number: _____

I, _____, authorize DataScreening to charge my credit card or deduct from my checking account any monies that may be due, if not paid within 30days.

Signature: _____

Invoice Policy

- *We invoice once per month
- *Discrepancies must be brought to our attention within 30 days
- *Terms are net 15
- *Finance charges are assessed at 30 days past and more (*1.5% per Mo. \$2.50 Minimum Chrg.*)
- *A courtesy warning is given at 30+ days past due
- *System access shuts down at 45 days and accounts are turned over to collection
- *A \$25.00 reactivation fee will be added to all accounts that have experienced an interruption of service, due to lack of payment

Please remit all payments to:

DataScreening
999 McBride Ave., Suite C205, Woodland Park, NJ 07424
Accounting Contact: Karen Jacobsen 800-247-2365 x 210

ONLY COMPLETE IF NOTARIES ARE
NEEDED TO COMPLETE SECTION 2

Notary Service Activation

Revised: 8/16/2019

This document outlines the process, disclosures, acknowledgements and registration requirements for the Form I-9 Compliance LLC (Fi9) Notary Service. The information in this document is considered confidential information of Fi9.

What is the Notary Service?

In order to meet the increasing demand to fulfil the Section 2 requirement for Remote Employees, Form I-9 Compliance will provide third-party access to a Notary Network. Form I-9 Compliance has conducted the appropriate due diligence and is happy to provide this service to you.

General Process:

- The Fi9 electronic solution allows employers to dispatch a notary for remote hires using “N3 Notary Network”, a partner with thousands of notaries across the US specializing in Form I-9 completion.
- During order placement, the employer is required to provide contact information for the employee, including a phone number. The notary agent will contact the employee using this phone number, so be sure the data is accurate prior to placing the order.
- Once a notary order is placed, a Notary is dispatched and will contact the remote hire directly to setup a meeting in a public place, such as a coffee shop or library.
- When meeting the Remote Hire, the Notary will examine their documents and complete Section-2 of the Form I-9.
- Afterwards, the Notary partner issues a notification indicating the Form I-9 process for the remote hire has been successfully completed.

Customer acknowledges that no representation has been made by Form I-9 Compliance as to the fitness of the third-party services for the customer’s intended purpose. _____(Initial)

Important Disclosures

Orders must be placed at least five (5) business days before the employee’s official start date (hire-date) to ensure the Form I-9 is completed on time.

Orders must be placed before 1:00pm Pacific Time or they will not be received until the following business day. For example, an order placed on Monday *before* 1pm will be fulfilled by Friday, while orders submitted Monday *after* 1:00pm are fulfilled by the following Monday.

The Form I-9 can be completed at the time of offer and acceptance.

Example #1:

Order placed on Monday *before* 1pm (Pacific), the order will be fulfilled by Friday

	SUN	MON	TUE	WED	THU	FRI	SAT
Notary Schedule	Closed	Open	Open	Open	Open	Open	Closed
Week 1		Order placed <i>before</i> 1pm (Pacific)				Order Fulfillment Deadline	

Initial_____

Example #2

Order placed on Monday *after 1pm* (Pacific) results in completion by the following Monday

	SUN	MON	TUE	WED	THU	FRI	SAT
Notary Schedule	Closed	<i>Open</i>	<i>Open</i>	<i>Open</i>	<i>Open</i>	<i>Open</i>	Closed
Week 1		Order placed <i>after 1pm</i> (Pacific)					
Week 2		Order Fulfillment Deadline					

Example #3

Order placed on Monday *after 1pm* in a week with a holiday results in completion the following Tuesday

	SUN	MON	TUE	WED	THU	FRI	SAT
Notary Schedule	Closed	<i>Open</i>	<i>Open</i>	<i>Open</i>	<i>Open</i>	<i>Open</i>	Closed
Week 1		Order placed <i>after 1pm</i> (Pacific)		HOLIDAY-Notary Closed*			
Week 2			Order Fulfillment Deadline				

Rush Request:

If an order must be fulfilled in less than 5-business days, there is a premium *Rush Request* service available for an additional fee. By selecting "Rush Request" while placing an order the notary agent will most likely contact the employee within 24 hours.

Preparing the Employee:

Employers should advise their employees in advance that they will be contacted by a Notary. **It is important to convey a sense of urgency so that the employee understands they must meet with the Notary as soon as possible or risk their Form I-9 being completed outside of the required 3-day federal time frame.**

Employees should also understand that their Notary appointments will only be offered between 6:00 am and 6:00pm Pacific time, Monday through Friday. Appointments will not be scheduled after-hours, weekends, or on major holidays.

Once an Agent is assigned, the Employee will receive a text message letting them know that an Agent has been assigned to the I9 request. The text message will come from phone number, 414-269-6379.

This message will provide the employee with the name of the company requesting the I9, the Agent's first name and the Agent's phone number. See the example below:

John, this is N3 Notary contacting you on behalf of Acme, Inc. Jane has been assigned as your Agent to assist you in completing your I-9. Jane can be reached at 999-111-2222. If you have any questions, please contact your employer rep.

The Agent will also be provided with the employee's name and contact information. The Agent and employee will schedule a date, time and location to meet. It is important that you let your employee know in advance to expect this phone call and text message.

Initial_____

Additionally, please inform employees regarding the documents they must bring to complete their Form I-9, i.e., one document from List A or one document from List B AND one document from List C.

In addition, the employee should not be late to their appointment. **The notary service will cancel an appointment if the employee is more than 20 minutes late and the service fee will remain.**

The Notary Service does not support the following:

- Notary Service does not collect, record, or upload copies of the employee's documents
- Notary Service does not complete an appointment if documents are invalid
- Notary Service does not use E-Verify in any capacity
- Notary Service does not update Section-3

Cancelling Orders

There is no fee if an order is cancelled within two hours of being placed, otherwise the original service fee remains.

Please note that the notary service may also cancel a pending order if they have been unable to contact the employee. In this case, the employer will be notified in advance that their employee has not responded, and the employer and employee will need to make alternative arrangements to complete the Form I-9.

Failed Orders

If the Notary Service is unable to complete an order through no fault of their own (e.g., the employee does not show up, or does not bring their documents) the service fee remains, and the order will be considered an "Attempted Service Request". The client (employer) is obligated to pay 100% of the original service fees and any subsequent re-ordering will be at full-service fee.

If the employee fails to respond, the notary service will call the employee directly. If the employee fails to respond again, the notary service will contact the employer by email.

If the employer fails to respond, the notary service will make several more attempts before terminating the order as "Attempted". Charges apply.

Notary Geographical Coverage

The notary service provides coverage across the United States excluding U.S. territories (Puerto Rico, USVI, Guam, etc.), with exceptions for very remote areas. If you have a new hire who is located in a very remote area, please place your order as early as possible to provide time for a notary to be located.

Additionally, employees can expect to travel no more than 25 miles in densely populated areas. On very rare occasions, the Notary Service may ask the employee if they are willing to travel even further if no alternative notaries are available.

Notary Service Schedule & Support

The Notary Service schedules appointments Monday through Friday, between 6am and 6pm Pacific Time (7am to 7pm Mountain, 8am to 8pm Central, 9am to 9pm Eastern). Appointments will not be scheduled on weekends or any other time that is outside of these hours. It is important to inform employees to make themselves available for these times.

Major US Federal Holidays: Notary Service will be unavailable on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving (Thursday & Friday), Christmas Eve, and Christmas Day.

Additional holidays resulting in notary service unavailability will be announced in advance.

What steps do I need to take once an order is received by the notary service?

Once the notary service receives an order, the employer just needs to wait until the order is complete. The notary agent is responsible for contacting the employee, scheduling the appointment, and completing Section 2. We recommend notifying the employee that they will be contacted by a notary agent.

How will I know if a notary has been successfully assigned to meet with the employee?

The Notary Management section will update with a new order status "Assigned".

My employee is running late to the notary appointment, how long will the notary agent wait?

When an employee is late to an appointment, the notary agent will attempt to contact the employee. The notary agent will wait 20 minutes for the employee to arrive before terminating the appointment. A new order will need to be placed at the standard or rush fee.

What do the notary statuses mean? Notary Status Legend

Status	Description
Request	Action button for employer to request a notary appointment
Requested	Pending request: awaiting a response from notary service
Received	Order successfully placed with notary service
Assigned	Notary service has assigned a specific agent for the appointment
Signed	Notary agent has successfully completed Section 2 of the Form I-9
Canceled	Notary order request has been canceled
Attempted	Appointment completion was unsuccessful

Service Registration and Acknowledgement

Be sure to distribute the proceeding information to all parties involved with scheduling the notary service.

To register for the Notary Service, please provide the following information, then sign and date below:

Primary Contact Information

Name of Company:					
Contact:					
Title:		Email:			
Phone:		Fax:			
Address:					
City:		State:		ZIP:	

The foregoing processes, disclosures, acknowledgement and Agreement have been read and its terms are hereby agreed to and accepted.

AUTHORIZED CLIENT REPRESENTATIVE

Date: _____

Name: _____

Title: _____

Signature: _____