

# Electronic Form I-9 and E-Verify Registration Form

## **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)**

Primary NAICS Code (First three digits only): \_\_ \_\_ \_\_ **If you do not know your NAICS code, please visit <http://www.census.gov/eos/www/naics>** 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: \_\_\_\_\_

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

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### **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 #11**)
- 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):**

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

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

**2) 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)

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**11. 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	

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## 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. Prior to the termination of this Agreement, Employer can print out all I-9 information that is contained within the Form I-9 Compliance electronic system by utilizing the PDF Print feature located on each electronic I-9 record. The Employer may also request Fi9 prepare the export, for a fee of \$1.00 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. 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. Termination of this Agreement shall not relieve the Employer of its obligation to pay for services received from Fi9 prior to termination of the Agreement.

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

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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 FEES ACTUALLY PAID BY EMPLOYER TO FI9 DURING THE THREE MONTHS PRECEDING ANY CLAIM IN WHICH FI9 IS FOUND TO BE CULPABLE.

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.

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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

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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](mailto:support@formi9.com) or by facsimile to: (949) 720-4933, shall be as legally binding as if it were an originally signed form.

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Organization Name

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Authorized Signature

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Printed Name

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Title

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Date