



Payment Policy

Effective Date: 8/1/19

Last Updated: 12/30/23

This Payment Policy is incorporated by reference into the Master Service Agreement (the “Agreement”) between Foley Carrier Services, LLC, its direct and indirect subsidiaries, and any joint ventures into which any of the foregoing may enter and which are controlled by Foley Carrier Services, LLC (hereinafter “we,” “us,” “our,” “Foley”) and Customer (“Customer,” “You,” “Your,” “End-User”). This Payment Policy describes the policies that apply to you when you use Foley’s Services. By accessing or using Foley’s Services, You agree to be bound by the Payment Policy terms. These terms are subject to change by Foley without prior written notice at any time in Foley’s sole discretion. However, Foley will use commercially reasonable efforts to provide notice to customers of material changes to these terms. Any changes to the Payment Policy will be in effect as of the “Last Updated” referenced above and posted to the Foley website. You should review this Payment Policy prior to using any Services from Foley. You must agree to the terms outlined below before you can use the Services.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS PAYMENT POLICY YOU MAY NOT USE FOLEY SERVICES.

1. Prices and Payment

(a) Prices. Prices for the Services shall be the prices set forth in the applicable Order Confirmation (collectively, the “Fees”). Foley’s fees are exclusive of any sales taxes or value added taxes and other similar indirect taxes (“VAT”) applicable to the services. If Foley’s services are or become subject to sales tax or VAT, then Customer shall be responsible for such taxes and, where applicable, Customer shall self-account for local VAT via a self-charging or reverse charge mechanism. If Customer requests and Foley provides additional services not initially set forth in the applicable Schedule of Services and/or Order Confirmation such added services will be hereby incorporated into this Agreement at Foley’s then-current rates unless otherwise mutually agreed upon in writing by the Parties. Customer shall pay all pass-through fees, applicable taxes and charges made by information sources or Suppliers for release of information and records used in compiling Consumer Reports. Such pass-through fees, taxes and charges are subject to change without prior notice.

(b) Payment. Customer shall pay invoices sent by Foley on a monthly basis, and Customer shall pay all amounts due within thirty (30) days of receiving the invoice. Preferred method of payment is credit card. With credit approval customer may pay with check payable in U.S. Dollars within twenty-eight (28) calendar days after the invoice date. Invoicing will occur via email to the email address provided as the Invoice Contact on the Order Confirmation. Customer shall notify Foley of any changes to its Invoice Contact by emailing accountsreceivable@foleyservices.com a notice of such a change. A failure by Customer to timely update its Invoice Contact is not an excuse for any late payments of an invoice. Foley may impose late charges on overdue payments at a rate equal to



the lesser of one and a half percent (1.5%) per month or the highest rate permitted by law, calculated from the date payment was due until the date payment is made and including all expenses incurred as a result of collection activities, including reasonable attorneys' fees. Foley may decline to make any shipments or provide its Services if in Foley's reasonable opinion, circumstances exist which raise doubt as to the Customer's ability or willingness to pay as provided herein. If a Customer defaults, Foley shall have other rights and remedies as may be provided by law. Customer shall promptly review each invoice and notify Foley of any alleged errors or disputes on or before the due date of such invoice. Such notice shall be a written statement setting forth, in reasonable detail, the specific nature of the dispute. Customer waives the right to dispute any charges or other invoice details not disputed within such timeframe. Customer acknowledges that it will be responsible for charges resulting from its errors in inputting data, duplicate order entries, and order cancellations initiated after processing has commenced.

(c) Credit Card Authorization. If Customer is utilizing credit card for payment, Customer authorizes Foley to charge the credit card indicated on the authorization form to provides to Foley, according to the terms outlined in this Agreement, for the initial sale as well as for additional sales and annual renewal fees unless otherwise instructed. If the above noted payment date(s) fall on a weekend or holiday, Customer understands that the payment may be executed on the next business day. Customer understands that this authorization will remain in effect until the debt is fully discharged or the Customer cancels this authorization in writing, whichever occurs first, and Customer agrees to promptly notify Foley in writing of any changes in credit card account information or termination of this authorization at least fifteen (15) days prior to the next billing date. Customer authorizes Foley to obtain updated credit card information through the Customer's bank or third-party resources in the event of card re-issue or expiration. Customer certifies that he/she is an authorized user of the provided credit card and will not dispute the payments with Customer's credit card company, so long as the transaction corresponds to the terms of this Agreement.

(d) Lapsed Fees. If Customer has lapsed in the payment of Fees due hereunder, all such payments must be paid in full prior to the recommencement of Services and/or Support Service by Foley. Customer will be responsible for paying all fees associated with back Service and/or Support Services from the date that such Service and/or Support Services were stopped through to the then-current date.

(e) Price Changes. Foley may reasonably revise the pricing rates in this Agreement upon providing thirty (30) days advance notice to Customer and such changes will become effective without requiring formal amendment to this Agreement. If Customer pays the invoice reflecting the price change, then Customer agrees to accept the Services at the updated price by way of paying the invoice. If Customer does not agree to the price change, Customer should not pay the invoice and services may be terminated in accordance with the Agreement. In addition, if at any time there are changes in applicable laws (including, without limitation, any ordinances or other regulatory, administrative or governmental acts or measures) that increase Foley's cost of providing Services under this Agreement or reasonably require additional related services to be provided by Foley, or in Foley's determination restrict its ability to reasonably continue to provide the Services pursuant to the terms of this Agreement, Foley may, upon providing written notice to Customer, add a reasonable surcharge or pricing modification to cover the added costs of providing the affected Service(s).

(f) Creditworthiness; Right to Assurance. Customer agrees that Foley may determine Customer's creditworthiness through Foley's review of available data and verification sources, and Foley may establish Customer's payment terms under this Agreement based on such review. Upon Foley's request, Customer shall provide to Foley Customer's relevant financial information that Foley



determines is reasonably necessary for establishing Customer's payment terms. If at any time Customer fails to comply with the payment terms of this Agreement, if Customer experiences a material adverse change in its financial condition, if Customer presents an undue risk of non-payment in Foley's reasonable opinion, or if Foley has a good faith reason to believe Customer does not intend to, or is unable to perform its obligations in this Agreement, Foley may at its option (and in addition to any other remedies available by Law or in this Agreement) exercise one or more of the following rights: (i) require a deposit or other form of payment security from Customer; (ii) adjust Customer's payment terms; (iii) refuse to accept additional orders from Customer; and/or (iv) require adequate written assurance of Customer's intent and ability to perform its obligations.

2. Additional Pricing Notes

(a) All Annual and At Enrollment fees will be billed immediately following contract execution. To the extent Customer purchases Foley's Driver Management Services, Customer's drivers will be enrolled into monthly services immediately, and billing for monthly fees will be initiated at the beginning of the month following contract execution. **All At Enrollment fees are non-refundable.**

(b) All fees noted in the Order Confirmation which are charged on a per driver or per Candidate basis will be processed on the first day of each month of the Term. Customer is solely responsible for ensuring that its list of drivers, employees, and/or contractors on file with Foley is up to date each month. Customer accepts and acknowledges that Foley will not issue any credits or refunds to Customer requested as a result of Customer's failure to timely update its driver/employee/contractor list(s) on file with Foley.

(c) Court access fees, if applicable, are not included in the price of the product. All fees levied by Federal, State, County and other governmental agencies for searches undertaken will be passed through to Customer at cost. Such fees include case copies associated with records found, administrative fees, and/or third-party fees.

(d) Additional county criminal searches and names/aliases that fall outside of the parameters of the package ordered, as set forth above, will be billed at a la carte rates.

(e) Additional state and federal criminal searches that fall outside of the parameters of the package ordered, as set forth above, will be billed at a la carte rates.

(f) Fees levied by educational institutions and/or employers and those who have retained third party vendors to respond to requests for verifications of education and employment will be passed through, and the responsibility of, to Customer at cost.

(g) Additional employment and education verifications that fall outside of the parameters of the package ordered, as set forth above, will be billed at a la carte rates.

(h) Fees levied by certain states for motor vehicle records will be passed through to, and the responsibility of, Customer at cost.

(i) Fees levied by a government agency for any other products including but not limited to workers' compensation, sex offender, or credit searches will be passed through to, and the responsibility of, Customer at cost.



(j) International search offerings and pricing is based on current vendor availability and cost and is subject to change without notice.

(k) Foley limits the record depth and reporting of standard record searches and Social Security Number (SSN) Trace/Alias and Address History checks to seven (7) years unless the Customer specifically requests such data, and it is permitted by federal, state, and local laws and regulations.

(l) All records generated by database searches are “possible records” and are not confirmed to be the records of the applicable applicant. To ensure that records returned by this database are accurate, current, and complete, in accordance with the FCRA, Customer must verify each record at the applicable source courthouse. Accordingly, for all possible records generated by database searches, Foley automatically will perform follow-up record searches at the applicable county-level criminal justice source(s), and all such follow-up searches will be billed to Customer at the applicable a la carte rate.

(m) Our packages can be further customized to suit your company’s needs. New packages will be a configuration of a la carte pricing. Expenses and fees for services not listed in the Order Confirmation and/or Schedule of Services will be billed at Foley’s then-current usual and customary rates at the time of the use of the applicable service. Customer will reimburse Foley reasonable administrative, copying and shipping charges for special requests for records, results, product shipment or other information.

(n) Criminal records located by news/media/web searches (collectively, “social media searches”) are “possible records” and are not confirmed to be the records of the applicable Candidate. To ensure that criminal records returned by social media searches are accurate, Foley must verify each record at the applicable source courthouse. Accordingly, for all possible criminal records generated by social media searches, Foley automatically will perform follow-up records searches at the applicable federal or county-level criminal justice source(s), and all such follow-up searches will be billed to Customer at the applicable a la carte rate. Customer must notify Foley if criminal records located by news/media/web searches are not to be included in the reports.

(o) Pricing for social media screening quoted herein does not include redaction of all protected class information from the reports. Using the report in compliance with applicable EEO laws is the Customer’s responsibility. Customer acknowledges that in certain states, employers are prohibited from directly or indirectly requesting email addresses, usernames, or passwords from employees and prospective employees for the purpose of conducting a social media search and understands that search results may be limited by the ability to request such information. Customer agrees to comply with any applicable social media and/or privacy laws restricting the use or request of such information for employment purposes.