

# CLIENT REGISTRATION FORM – USER AGREEMENT

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)
- Employment Verification Program (EVP) ONLY – Access to the E-Verify System**  
(Complete Sections 1 and 2)
- Electronic Form I-9 AND EVP** (Complete Sections 1 and 2)

## SECTION 1

### 1. Full Legal Name of Organization (the Employer)

\_\_\_\_\_

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

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

County/Parish: \_\_\_\_\_

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

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

County/Parish: \_\_\_\_\_

### 4. Primary Point of Contact

Last Name: \_\_\_\_\_

First Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: (    )        -        Ext. \_\_\_\_\_

Fax Number: (    )        -        \_\_\_\_\_

Email Address: \_\_\_\_\_

### 5. 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 EVP (E-Verify System)**

### **Web-Based E-Verify Designated Agent**

Form I-9 Compliance, LLC is your Designated Agent for the E-Verify System through the Employment Verification Program (EVP). 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.

**6. 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.

**7. Total number of employees:** \_\_\_\_\_

The number of employees should be the total for all organization locations that will be participating in the E-Verify System through the organizational entity listed above.

**8. 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		KANASAS		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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## 9. 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)
  - Industry group (fourth digit)
  - NAICS industry (fifth Digit)
  - United States industry (sixth digit)
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# USER AGREEMENT

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 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.

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. 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, Software, Website or Services 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.

# USER AGREEMENT

(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.

4.3 Limitation of Liability. Fi9'S SOLE OBLIGATION OR LIABILITY UNDER THIS AGREEMENT IS TO PROVIDE THE ABILITY FOR USER TO RE-SUBMIT AT NO ADDITIONAL CHARGE THE ORIGINAL SERVICE REQUEST(S) THAT FAIL TO MEET THE LIMITED WARRANTY ABOVE OR RECEIVE A REFUND OF FEES PAID FOR THE ITEM OR SERVICE THAT DOES NOT MEET THIS LIMITED WARRANTY. IN NO EVENT SHALL Fi9 OR ITS SUPPLIERS BE LIABLE FOR ACCURACY, TIMELINESS OR COMPLETENESS OF ANY INFORMATION ON THE WEBSITE OR ACCESSED THROUGH THE SERVICES OR SOFTWARE, FOR ERRORS OR MISTAKES MADE BY HUMANS OR MACHINES, OR FOR ANY ACTUAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR ANY LOSS OF DATA, COMPUTER FAILURE OR MALFUNCTIONS, OR LOSS OF PROFITS OR LOST SAVINGS, ARISING OUT OF USE OF OR INABILITY TO USE THE SERVICES, SOFTWARE OR WEBSITE OR ANY PORTION THEREOF, EVEN IF Fi9 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

5. 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.

6. 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).

7. 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.

8. Controlling Law, Arbitration; Jurisdiction. The display or use of the Services, Software or Website alone does not subject Fi9 to any specific jurisdiction. Any claim related to the use of the Services, Software, Website, or materials created through their use shall be governed by, construed and enforced in accordance with the laws of the State of California as applied to agreements made and to be performed entirely therein. In the event of any dispute, controversy or claim between the parties hereto, the parties hereby agree that (except as specified below) such dispute shall be submitted to binding arbitration pursuant to the commercial arbitration rules of the American Arbitration Association located in Orange County, California. Fi9 User acknowledges that by agreeing to arbitrate any such dispute, they have given up their right to submit the dispute to a court or have said dispute heard by a jury. The decision of the arbitrator(s) shall be binding and conclusive and may be entered as a judgment in accordance with the laws in the State of California. Notwithstanding the foregoing, Fi9 may seek equitable relief or provisional relief, including temporary or permanent injunctions through state or federal courts located in Orange County, California, and User agrees to the jurisdiction of such courts.

9. 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.

# USER AGREEMENT

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 Employment Verification Program (EVP), a Memorandum of Understanding (MOU) between the Employer, the Department of Homeland Security, the Social Security Administration, Form I-9 Compliance, LLC (the Designated 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: [sweaver@formi9.com](mailto:sweaver@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