

WORKMARKET CLIENT REFERRAL PROGRAM
TERMS AND CONDITIONS OF USE AND PARTICIPATION

These Terms and Conditions of Use and Participation (the “**Terms**”) are an agreement between You and ADP, Inc. (“**ADP**”), on behalf of its affiliate WorkMarket, Inc. (“**WorkMarket**”), and they apply to the WorkMarket client referral program (the “**Program**”) described in these Terms. By enrolling in or using or participating in the Program, You agree to be bound by these Terms, including any modifications and/or updates hereto. If You do not agree to these Terms or any updates, do not use or participate in the Program. “**You(r)**” means you, your company, your employees, your subsidiaries, your affiliates and your agents, all of which agree to be bound by these Terms and any applicable updates, policies and other terms and guidelines found throughout the Program.

1. PROGRAM DESCRIPTION. ADP, through WorkMarket, offers a platform that enables clients to onboard, verify, manage and pay their independent contractors and contingent workforce (the “**Platform**”). The Program is designed to enable eligible, existing ADP clients (as more fully specified herein) to refer new WorkMarket clients to ADP who wish to use the Platform and receive ADP’s services directly related thereto (collectively, the “**Services**”). The Program consists of the ability by such eligible existing clients to enroll in the Program by accepting these Terms and make referrals to ADP and, in exchange for referrals that become new “**ADP Clients**” (as defined below), receive the incentives described in Section 2 below. For purposes of the Program and these Terms, “**ADP Client(s)**” means a business referred by You to ADP (a “**Prospect**”) that wishes to access the Platform and receive the Services, and who meets all of the following requirements: (i) the Prospect signs ADP’s then standard form of agreement or otherwise accepts ADP’s then current terms and conditions, and meets ADP’s eligibility requirements covering the Services; (ii) the Prospect goes live on the Services within six (6) months following ADP’s receipt of all requested referral information from You, and the Prospect continues receiving the Services from ADP uninterrupted for a period of at least three (3) full calendar months thereafter (the “**Incentive Period**”); and (iii) the Prospect’s annualized revenue to ADP for the Services is at least Ten Thousand U.S. Dollars (\$10,000), as calculated by ADP in its sole discretion based on actual revenue received from the Prospect for the Services during the Incentive Period. In exchange for Your referrals of Prospects that become ADP Clients under this Program, you will be eligible for the applicable incentives specified below. You agree that You will provide a fully completed and duly signed IRS Form W-9 to ADP upon request, which You acknowledge may be a pre-condition to receiving any incentives hereunder.

2. INCENTIVES. (A) In exchange for Your referral of Prospects who become ADP Clients hereunder, You will receive (i) an invoice credit against fees payable by You for Your receipt of Services (the “**Credit(s)**”) if you are a “**WorkMarket Subscription Client**,” (ii) a payment in the form of a check (the “**Payment(s)**”) if you are a “**WorkMarket Transactional Client**,” or (iii) rewards points (where 1 point is equal to \$1.00) (the “**Reward(s)**”) redeemable at the website of ADP’s third party rewards redemption vendor (the “**Rewards Vendor**”) if you are a “**RUN Client**,” as follows (with the Credits, Payments and Rewards collectively referred to as the “**Incentive(s)**”): If you are a WorkMarket Subscription Client or WorkMarket Transactional Client, you will receive a \$500 Incentive for Your first referred Prospect who becomes an ADP Client, a \$1,000 Incentive for Your second referred Prospect who becomes an ADP Client, and a \$2,500 Incentive for Your third referred Prospect who becomes an ADP Client; provided, however, that if an ADP Client’s annualized revenue to ADP for the Services is at least Fifty Thousand U.S. Dollars (\$50,000), as calculated by ADP in its sole discretion based on actual revenue received from such ADP Client for the Services during the Incentive Period, Your Incentive will be doubled and will be equal to \$1,000 for the first referred ADP Client, \$2,000 for the second referred ADP Client, and \$5,000 for the third Referred ADP Client. If you are a RUN Client, you will receive a \$500 Reward for each of Your first, second, and third referred Prospects who become an ADP Client. If You are a WorkMarket Subscription Client, all Credits due to you will be issued against future invoices payable by You for the Services, and they will be available to You and reflected on Your invoice within sixty (60) days following the end of the applicable calendar quarter in which such Credits were fully earned. If you are a WorkMarket Transactional Client, all Payments due to you will be issued and paid within sixty (60) days following the end of the applicable calendar quarter in which such Payments were fully earned. If you are a RUN Client, all Rewards will be issued in the form of points within sixty (60) days following the end of the applicable calendar quarter in which such Rewards were fully earned. Such Rewards points will accumulate in a rewards bank and will be accessible and redeemable at the website of ADP’s Rewards Vendor and will be issued as either a virtual or hard copy prepaid card, or such other merchant card as may be selected by You from available options at the Rewards Vendor’s website (the “**Rewards Website**”). For the avoidance of doubt, Credits will solely be available and issued to WorkMarket Subscription Clients, Payments will solely be available and issued to WorkMarket Transactional Clients, and Rewards will solely be available and issued to RUN Clients. Notwithstanding anything to the contrary contained herein, all Incentives are one-time only, and no Incentives will be available to You for more than three (3) referred ADP Clients during the lifetime of the Program. “**WorkMarket Subscription Client**” means (a) You are receiving the Services pursuant to a written, signed master services agreement with ADP or WorkMarket and the online WorkMarket Terms of Services (<https://www.workmarket.com/tos>), and (b) You are billed a monthly subscription fee for the Services based on the monthly amount of worker payments made by You through the Platform. “**WorkMarket Transactional Client**” means (y) You do not have a written, signed master services agreement with ADP or WorkMarket but are receiving the Services solely pursuant to the online WorkMarket Terms of Services (<https://www.workmarket.com/tos>), and (z) You are billed a per transaction fee for each payment or other transaction you make or conduct through the Platform. “**RUN Client**” means You are an existing client of ADP’s Small Business Services (SBS) division that is processing payroll using ADP’s RUN Powered by ADP® payroll processing platform(s).

(B) To receive Incentives under the Program, all sales to ADP Clients of the Services must have been made as a direct result of Your direct “**Involvement and/or Referral**” (as defined below), each referral must be accompanied by all applicable referral

information reasonably requested by ADP, and all referrals must be submitted through the landing page or other website and via the process designated by ADP from time to time. For purposes of the Program and these Terms, Your **“Involvement and/or Referral”** means, with respect to a sale of the Services, that: (i) the initial contact regarding the sale of the Services to a Prospect was made by Your authorized employee or as a result of a specific referral of the Services to such Prospect by Your authorized employee; (ii) Your referral under the Program resulted in an appointment with the Prospect by an ADP sales representative; and/or (iii) an ADP sales representative requested that Your personnel meet with one of Your referred Prospects to assist in closing a sale at any time prior to completion of a sale of the Services and Your personnel complied with such request. You will receive Incentives for new ADP Clients only and in no event will You receive any Incentives for an existing client or ADP or any of its affiliates, or for Prospects referred by another third party prior to receipt by ADP of the required referral information from You. You will not receive Incentives for any ADP Client in which You have common ownership or for which You have been previously paid through any other ADP agreement, or any other third party has been or will be paid by ADP for such ADP Client, including revenue sharing, acquisition or wholesale agreements, and You understand that You are not eligible to participate in this Program if You are enrolled in any other referral program or being paid under any other such agreement with ADP in connection with or related to WorkMarket or the Services.

(C) In the event You have received Credits toward future Service fees under these Terms and Your Services are terminated by either party for any reason prior to the receipt or issuance of such Credits, You must immediately return the amount of any such Credits You have received that exceed any fees due from You to ADP for the Services. Further, if Your Services are terminated by either party for any reason, any Incentives You are otherwise due under the Program will be relinquished and You will not be entitled to payments for any Incentive balances due to You at the time of termination. Incentives under the Program are not transferrable, including, without limitation, to any company with which You have common ownership or may be affiliated.

(D) The Program does not constitute payment of “commissions” or “compensation” to You or Your employees and is therefore not subject to regulation under Regulation E of the Electronic Funds Transfer Act and its related regulations and commentary. You acknowledge and agree that violation of the preceding representation and warranty entitles ADP or its Rewards Vendor to terminate Your participation in the Program and issuance of any Incentives may be suspended.

(E) This paragraph will apply only with respect to RUN Clients who are participating in the Program. The Rewards Website will be hosted and managed by ADP’s third party Rewards Vendor whose terms and conditions will apply, including with respect to the card issuance and redemption options. By using the Rewards Website, agreeing to receive or receiving any cards or other rewards accessible through the Program on the Rewards Website, You acknowledge and are agreeing that ADP may share Your information with ADP’s third party vendors that administer or are involved with the Program and/or any card issuers that provide cards through the Program (including, without limitation, the Rewards Vendor), including personal information of Yours. You also agree that such third party vendor’s and card issuers may have terms, verification processes and procedures to which You may be subject in order to participate and with respect to which ADP may be required to share Your information, which will include any identification verification or data. You further agree that ADP will have no liability or responsibility with respect to such vendors, sites, cards, card issuers or any rewards options available at the Rewards Website. You also acknowledge and agree that use of the Rewards Website and/or participation by You in this Program will constitute Your express authorization for ADP to share Your information, including personal information, as may be required for You to access the Rewards Website and redeem Rewards points awarded to You under the Program. You also agree to provide and be responsible for any information as may be requested by the Rewards Vendor or its agents in order for the Rewards Vendor to fulfill its obligations under the Program or issue any cards and You acknowledge that Your failure to do so may result in cards being declined, suspended or cancelled or Your account being unavailable or inactivated. Notification of Rewards may be by email to the email address provided by You upon enrollment, or such other updated email address provided by You. Rewards will be issued to the person who enrolled in the Program on Your behalf, or such other person as may be designated by You, regardless of who provided the referral, and will be sent, if by email, to the email address provided upon enrollment, or such updated email address provided, or to a physical address in the United States if such option is provided and selected, and that person will be responsible for disbursing and/or allocating the Reward on Your behalf in accordance with Your instructions. You agree that You will be responsible for any email or physical shipment addresses You provide if different than the addresses You provided to ADP upon enrollment or thereafter.

3. OWNERSHIP; LICENSES. The Program, Platform, and all related software and systems are the licensed and/or owned property, and embody the confidential and proprietary trade secret technology, of ADP and/or its licensors and are protected by copyright laws and international copyright treaties, as well as other intellectual property laws. ADP grants You a non-exclusive, non-transferable license to use and participate in the Program. The right to use the Program and receive the Incentives is granted only to enrollees of the Program for the sole purpose of utilizing the Program and this limited license terminates when You or ADP terminates these Terms or when ADP terminates the Program as provided herein. You will not: (i) use the name of ADP or its affiliates, subsidiaries, partners or employees, or any trade name, trademark, trade device, logo, service mark, domain name, symbol, abbreviation, contraction or simulation thereof owned by ADP or its affiliates or subsidiaries (collectively, the **“ADP Marks”**); (ii) use the ADP Marks in any manner that might express or imply ADP’s affiliation, sponsorship, endorsement, or approval of You or Your products or services; or (iii) represent, directly or indirectly, that any product or any services provided by You has been approved or endorsed by ADP (unless specifically so approved or endorsed pursuant to a separate agreement). ADP may make available to You certain standard ADP advertising and/or promotional literature and marketing materials promoting the Services that You will be permitted to distribute to Prospects. All rights, title and

interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the Program and the related logos, names, ADP Marks, materials, collateral, etc. are reserved. These Terms and/or Your participation in the Program do not grant to You any right or license in, or to, any copyrights in any materials and/or documentation of ADP or to any rights of copyright in or to ADP's or its affiliates' other services, technology or websites.

4. CONFIDENTIALITY. (A) “**Confidential Information**” means all information that is confidential or proprietary provided by one party (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”) for use in connection with these Terms and the Program, whether or not it is stamped or designated by the Disclosing Party as confidential, but it does not include (i) information the Receiving Party already knows and which is not otherwise subject to a separate obligation of confidentiality or nondisclosure, (ii) information that becomes generally available to the public except as a result of the acts or omissions of the Receiving Party in violation of these Terms or any other confidentiality obligation between the parties, (iii) information that becomes known to the Receiving Party from a source other than the Disclosing Party on a non-confidential basis, and/or (iv) information that is independently developed by the Receiving Party without the benefit, access or use of the Disclosing Party's Confidential Information. ADP's Confidential Information also includes these Terms and the terms of the Program.

(B) All Confidential Information disclosed under these Terms will remain the sole, exclusive and confidential property of the Disclosing Party. The Receiving Party (a) will not use the Disclosing Party's Confidential Information except as reasonably necessary to perform its obligations under or in connection with these Terms and/or the Program, (b) will not disclose the Disclosing Party's Confidential Information to any unaffiliated third party and will use at least the same degree of care, discretion and diligence in protecting the Disclosing Party's Confidential Information as the Receiving Party uses with respect to its own confidential information (but in no event less than a reasonable degree of care), and (c) will limit access to the Disclosing Party's Confidential Information to its employees, representatives and consultants with a need to know the same and will instruct those employees, representatives and consultants to keep the same confidential (and the Receiving Party will be responsible for the compliance of such employees, representatives and consultants with these Terms). Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (ii) as reasonably necessary to respond to any summons, subpoena, or other court order, or in connection with any litigation, and (iii) to the extent reasonably necessary to enforce its rights under these Terms; provided, however, that the Receiving Party will give the Disclosing Party prior written notice before making any disclosure under clause (i) or (ii) of this sentence if and to the extent permitted by law and reasonably practicable under the circumstances. In the event that an affiliate of either party receives or has access to any Confidential Information of the Disclosing Party, the party who is affiliated with such affiliate will be deemed to be the Receiving Party and will cause such affiliate to comply with these Terms with respect to such Confidential Information. Upon the request of the Disclosing Party, the Receiving Party will return or destroy all of the Disclosing Party's Confidential Information that is in its possession.

(C) Notwithstanding the foregoing or anything to the contrary contained in these Terms, You acknowledge and agree that: (i) if and when a Prospect becomes an ADP Client, ADP's treatment of any data and other information provided or made available by or on behalf of such ADP Client, even if identical to data or information provided by You, will cease to be governed by this paragraph and will instead be governed by the applicable service agreement between ADP and such ADP Client; (ii) Your enrollment in and use of and participation in the Program will constitute Your express consent, agreement and acknowledgment to the use or transfer of any information or data provided by You, including any personally identifiable information of You or Your employees, in order to administer and provide the Incentives under the Program. You acknowledge and agree that Your use of and participation in the Program and any websites contained or linked to therein will be subject to the terms of any Privacy Policies found at such websites; and (iii) this Section 4 is not intended to and will not be deemed to modify or replace the terms of any additional or separate nondisclosure terms between the parties with respect to the Platform and/or Services.

5. TERM; TERMINATION. These Terms, as well as any modifications or updates, will apply to Your use of and participation in the Program for as long as You are enrolled in and use or participate in the Program and are receiving the Services (the “**Term**”). ADP may suspend Your access to the Program (in whole or in part) at any time, with or without notice, if ADP believes that You have violated these Terms or are otherwise using the Program in an inappropriate manner. Further, ADP may terminate these Terms, the Program, and/or your participation in the Program at any time for any reason or no reason upon providing You notice thereof, at which time Your participation in the Program will terminate; provided, however, that ADP may immediately terminate these Terms and your participation in the Program, without notice, if You have violated or, if conducting business with You is in violation of, or causes ADP to be in violation of, any trade sanctions, anti-money laundering, or similar laws applicable to ADP or its affiliates. You may terminate your use of and participation in the Program upon written notice to ADP. Any and all provisions, promises, representations, warranties, and covenants contained herein which by their nature or effect are required or intended to be observed, kept, or performed after termination or expiration of these Terms will survive any such termination or expiration and remain binding on and for the benefit of You and ADP.

6. USE OF PROGRAM; REPRESENTATIONS & WARRANTIES. You will use and participate in the Program in accordance with these Terms and the instructions and reasonable policies established by ADP or its affiliates or agents from time to time and communicated to You and/or as posted on the Platform or any applicable Program websites. By enrolling in or using the Program, you are also agreeing to any online terms or service agreements and any applicable Privacy Policies (as the same may be updated from time to time with or without notice to You) posted on the Platform or any Program websites. You may not use the Program for any other purpose or interfere

with or disrupt Program servers, databases or any network connected to them, or use the Program to violate any law, statute or regulation; or conduct any other illegal activity, or to harvest or otherwise collect information submitted by third parties, including e-mail addresses, without the express consent of such third parties. ADP does not guarantee against any loss or alteration to Your data. You confirm that all information provided by You to ADP or its affiliates or agents is being provided voluntarily and is accurate and complete and that You or Your employee providing the information or any referral under the Program is authorized to do so. You also agree that ADP will have no liability for any use of such information to administer the Program, or for any errors or inaccuracies in the Program based upon information provided by You or the person accepting these Terms on Your behalf. You agree to pay any applicable taxes levied or based on any Incentives received by You under the Program and to comply with any professional and/or ethical rules regarding use of the Program or receipt of Incentives. You understand that if You are an individual, You are not eligible to enroll in the Program, which is available solely for U.S. companies. You represent and warrant that: (i) You have the power and authority to agree to these Terms and to consummate the transactions contemplated hereby; (ii) these Terms are valid and binding upon and fully enforceable against You in accordance with their terms; (iii) neither the execution and delivery of these Terms nor the consummation of the transactions contemplated hereby will violate any law, regulation, rule, order, or other restriction of any government, governmental agency, or court to which You are subject, or otherwise conflict with, result in a breach of, constitute a default under any agreement or contract to which You are bound; (iv) You will comply with all laws applicable to Your performance under these Terms and your use of and participation in the Program (including, without limitation, applicable privacy, import/export/re-export, trade sanction, and anti-money laundering laws); (v) Your referral of Prospects to ADP and Your receipt of Incentives from ADP pursuant to these Terms does not and will not violate any laws, rules, regulations, or professional or ethical rules or standards applicable to You or otherwise result in a conflict of interest between You (or any of Your owners, officers or directors) and any third party; (vi) You, nor anyone acting on Your behalf, will pay, offer to pay or give anything of value to any person, entity or association (including, without limitation, any Prospect or ADP Client) if the payment, promise or gift influences, or has any reasonable likelihood of influencing, any act or decision that will assist You or ADP in securing an improper advantage or in obtaining or retaining business or in directing business to any other person, entity or association (regardless of whether such payment, promise or gift is technically permitted under applicable laws); and (vii) You will not make any representation or warranty to any Prospect, ADP Client or other third party that could give the recipient thereof any claim or right of action against ADP or its affiliates.

8. DISCLAIMER OF WARRANTIES; LIMITATIONS ON LIABILITY. (A) NEITHER ADP NOR ITS AFFILIATES OR THEIR LICENSORS MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION, SUITABILITY, RELIABILITY, AVAILABILITY, COMPLETENESS, SECURITY, TIMELINESS, OR ACCURACY OF THE PROGRAM OR ANY INFORMATION, CALCULATIONS, SOFTWARE OR OTHER MATERIALS OR RESULTS INCLUDED IN OR AVAILABLE THROUGH THE PROGRAM. ALL OF THE FOREGOING ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. ADP AND ITS AFFILIATES AND LICENSORS HEREBY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WITH REGARD TO THE PROGRAM AND ANY INFORMATION, CALCULATIONS, SOFTWARE, ADP MARKS, CONFIDENTIAL INFORMATION, AND ANY OTHER MATERIALS OR RESULTS INCLUDED IN OR AVAILABLE THROUGH THE PROGRAM, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

(B) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ADP WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES, CLAIMS, ACTIONS, LOSSES, COSTS OR EXPENSES WHATSOEVER ARISING FROM YOUR USE OF OR PARTICIPATION IN THE PROGRAM, INCLUDING BUT NOT LIMITED TO ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES, LOST PROFITS, OR DAMAGES FOR BUSINESS INTERRUPTION OR LOSS OF INFORMATION THAT YOU MAY INCUR OR EXPERIENCE IN CONNECTION WITH THESE TERMS OR THE PROGRAM, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF ADP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(C) You agree to indemnify, defend, and hold harmless ADP and its affiliates from and against any and all claims, actions, causes of action, damages, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys’ fees) and pay the amount of any adverse final judgment (or settlement to which both parties consent, such consent not to be unreasonably withheld or delayed) arising out of or related to Your use of or participation in the Program, the Incentives, or ADP Marks.

9. ACCOUNT SECURITY AND PASSWORDS. In order to access and use the Program, You may be required to provide proper authentication including your user name, password and any other authentication required by ADP from time to time (“**Authentication**”) to access or use the Program. You are responsible for safeguarding the confidentiality of Your account information (including user email address(es) and your Authentication selected by You or issued to You) and agree to take any and all actions necessary to maintain the privacy of your Authentication for the Program. You are responsible for any use or misuse of Your account or the Program resulting from any unauthorized third party or employee using any Authentication selected by You or issued to You and you agree to notify ADP immediately of any known or suspected unauthorized access to or use of Your account, Authentication of any individual user to whom You have issued Authentication, or any other breach of security or misuse of the Program known to or suspected by You.

10. GENERAL. These Terms are governed by the laws of the State of New York without giving effect to its conflict of law provisions. Except as otherwise expressly set forth herein, these Terms and any updates supersede any prior agreements or terms of service with

respect to the Program and will govern Your participation in the Program as well as all disclosures and exchanges of Confidential Information by the parties in connection with the Program. Notwithstanding the foregoing or anything to the contrary contained herein, these Terms do not modify or terminate any existing agreements between You and ADP relating to the provision of Services or other products or services by ADP or its affiliates to You. These Terms may be modified or updated by ADP from time to time at any time and you are responsible for any updates posted on the Platform, Program website, or sent or otherwise communicated to You. These Terms will not be assigned by You without ADP's prior written consent and any attempted assignment without such consent will be null and void. Nothing contained in these Terms is intended to create third-party beneficiaries of or under these Terms or the Program. You and ADP agree that each is acting independently of the other, that the parties are not joint venturers, and that neither is an agent of the other. If any provision of these Terms is held invalid, illegal, or unenforceable under any circumstances in any jurisdiction, the validity, legality or enforceability of the remainder of these Terms, or the enforceability of the offending provision in any other circumstance or jurisdiction, will not be affected or impaired in any way as a result thereof. A party's failure or refusal to enforce any provision of these Terms against a breach or violation of any provision hereof by the other party will not operate or be construed as a waiver of that or any subsequent breach or violation of such provision or any other provision of these Terms, and no such waiver will be valid unless in writing and signed by a duly authorized representative of the party against whom enforcement of such waiver is sought. The headings in these Terms are intended for convenience of reference and will not affect the interpretation hereof. Unless otherwise expressly provided herein, all notices and communications required or permitted to be given under these Terms will be in writing and will be duly given and effective immediately if delivered in person or upon confirmation of signature recording delivery, if sent via a nationally recognized overnight courier service with signature notification requested, if to ADP addressed to ADP, Inc., 530 7th Avenue, 15th Floor, New York, New York 10018, Attention: WorkMarket General Manager, with a mandatory copy to Automatic Data Processing, Inc., One ADP Boulevard, Roseland, New Jersey 07068, Attention: General Counsel, and if to You, at the address given by You to ADP for participation in the Program.

10. THESE TERMS. You should print a copy of these Terms for your records. If You do not have print capability or You otherwise desire to obtain a hard copy of these Terms, please e-mail support@workmarket.com or reach out to your ADP service representative to request a hard copy.

By clicking "Accept" or otherwise signing or accepting these Terms, electronically or otherwise, You acknowledge that You have read, are authorized to sign, and do agree to and accept these Terms.