

Accept Terms and Conditions for Electronic Communications and Tax Forms in isolved



This guide will walk through how to review these forms when setting up your account, and where to go in order to update them. Electronic Communications can be updated by the Employee, but Tax Form Electronic Delivery decisions must be updated by an administrator.

- 1 When setting up your account, you will see the Terms and Conditions. Review.

A screenshot of the 'isolved' web application showing the 'Terms and Conditions' page. The header is dark with the 'isolved' logo on the left and a notification bell, 'RC' badge, and a grid icon on the right. The main content area has a title 'Terms and Conditions' and a paragraph stating the last update date as July 11, 2022. Below this is a detailed legal disclaimer. A section titled '1. Definitions' lists six numbered items: 1.1. 'Affiliates', 1.2. 'Agreement', 1.3. 'Documentation', 1.4. 'Employee', 1.5. 'Employee Content', and 1.6. 'Employee Personal Data', each with a brief definition.

Terms and Conditions

Last Updated: These Terms and Conditions of Use were last updated on July 11, 2022.

This is a legal and binding contract between you (sometimes referred to as "Employee") and isolved, Inc. (referred to as "isolved" or "us"), together the "parties" and each individually a "party." By accessing or using the iSolved® SaaS Service or the Services, you agree to be bound by these Terms and Conditions of Use. If you do not agree with these Terms and Conditions of Use, or are legally unable to agree to them, then you may not use the SaaS Service or the Services (as defined below). These Terms and Conditions of Use do not modify any agreement between you and your Employer or between your Employer and any third party, including, but not limited to, isolved or any of its affiliated entities, any isolved Certified Network Partner or any other Subscriber (as defined below).

1. Definitions. The following definitions will apply throughout this Agreement:

- 1.1. "Affiliates" means any entity under common ownership with or in control of isolved, Inc.
- 1.2. "Agreement" means these Terms and Conditions of Use.
- 1.3. "Documentation" means user manuals and online help created by isolved in either printed or electronic format that relate to the SaaS Service.
- 1.4. "Employee" means a user who is an Employee of a Subscriber or an Employee of a Subscriber's client.
- 1.5. "Employee Content" means any information, materials, feedback, or other communications that you transmit or post to or through the SaaS Service or provide in connection with the Services.
- 1.6. "Employee Personal Data" means any information that identifies you, in connection with the Services.

2 Click "I Accept"

16.9. Electronic Communications and Signatures. You consent to receive communications from isolved electronically. isolved will communicate with you by e-mail or by posting notices on the SaaS Service. You also consent to the electronic formation of contracts and agreements between you and isolved. You agree that all contracts, agreements, notices, disclosures, and other communications that isolved provides to or forms with you electronically satisfy any legal requirement that such contracts, agreements, notices, disclosures, and communications be in writing, or that any signature to any contract or agreement be in writing. IF AT ANY TIME YOU NOTIFY ISOLVED THAT YOU REVOKE THE CONSENTS CONTAINED IN THIS PARAGRAPH, YOUR ACCESS TO THE SERVICES, THE WEBSITE, THE DOCUMENTATION AND THE SOFTWARE WILL BE IMMEDIATELY TERMINATED, AND THE RIGHTS AND RESPONSIBILITIES OF YOU AND ISOLVED SHALL BE GOVERNED BY THE RELEVANT PROVISIONS OF THIS AGREEMENT.





16.10. Copyright Notice. Copyright © 2022 isolved, Inc. All rights reserved.

I DECLINE

I ACCEPT

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3 Next you will review the Terms of Use and Consent to Electronic Communications and Electronic Signature. This allows you to Acknowledge documents via isolved electronically. If you Decline this here, you can update this in your account once you're logged in. Those instructions are later in the guide.



Terms of Use and Consent to Electronic Communications and Electronic Signature

1. Electronic Delivery of Communications and Use of Electronic Signatures

By selecting "I accept", you are signifying your intent to sign the Terms of Use and Consent to Electronic Communications and Electronic Signature (hereinafter referred to as "Consent") electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Consent and any associated documents. By selecting "I accept", you agree to be legally bound by this Consent's terms and conditions. You further agree that your use of a keypad, mouse or other device to select an item, button, icon or similar act/action, or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (hereinafter referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third-party verification is necessary to validate your E-Signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and Cynkar Technologies (hereinafter referred to as "Company").

Under this Consent, Company may provide all communications electronically by email, by text message, or by making them accessible via Company websites or applications. Communications include, but are not limited to, (1) pre-hire and post-offer documentation, (2) required employment documentation including but not limited to HR forms (i.e., Employee Handbook), payroll forms, tax withholding certificates, employment eligibility verification (I-9) form, (3) direct deposit pay advices, (4) employment policies, (5) all federal and state tax statements and documents (6) and any other employment related documentation.

Employment related information that you submit may become part of Company's Human Resource Information System ("HRIS") and your employee file and may be used for other employment/work-related purposes as

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Click the "I accept the Terms of Use and Consent to Electronic Communications and Electronic Signature." field.

through the Company's self-service application, if available.

6. Conditions Affecting Electronic Communications

Circumstances under which electronic conditions no longer make it feasible to provide communications electronically may give rise to Company providing communication in paper form (for example, termination of employment). The Company has sole discretion to determine the method of distribution for communication, provided Company adheres to the Terms of Use.

Your Consent: After you have carefully read these Terms of Use and Consent to Electronic Communications and Electronic Signature, please indicate your understanding and acceptance by selecting one of the following:

- ☒ I **accept** the Terms of Use and Consent to Electronic Communications and Electronic Signature.
- ☐ I **decline** the Terms of Use and Consent to Electronic Communications and Electronic Signature.

CANCEL

SUBMIT

5

Click "Submit"

employment). The Company has sole discretion to determine the method of distribution for communication, provided Company adheres to the Terms of Use.

Your Consent: After you have carefully read these Terms of Use and Consent to Electronic Communications and Electronic Signature, please indicate your understanding and acceptance by selecting one of the following:

- ☐ I **accept** the Terms of Use and Consent to Electronic Communications and Electronic Signature.
- ☒ I **decline** the Terms of Use and Consent to Electronic Communications and Electronic Signature.

CANCEL

SUBMIT

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Next, you will see the Terms of Use and Consent to Electronic Delivery of Tax Forms. This will determine how you receive your Tax forms.

If you **Accept** you will receive these forms electronically within isolved. These will show up when they are available at the end of January.

If you **Decline** you will receive the paper copy but they will also be available within isolved.

Employees will not be able to update this decision after the fact. If you'd like this to be updated, you will need to contact your administrator.

The screenshot shows the 'isolved' web interface. The header includes the 'isolved' logo, a notification bell icon, and a user profile icon labeled 'RC'. The main content area is titled 'Terms of Use and Consent to Electronic Delivery of Tax Forms'. Below the title, there is a section '1. Electronic Delivery of Tax Forms' which contains a paragraph explaining the legal implications of accepting electronic delivery. A second paragraph states that the company will provide year-end tax forms (W-2s, 1095s, and 1099s) in electronic format if consent is granted. Below this is a section '2. System Requirements'. The word 'Consent' in the title is highlighted with an orange circle.

Terms of Use and Consent to Electronic Delivery of Tax Forms

1. Electronic Delivery of Tax Forms

By selecting "I accept", you are signifying your intent to sign the Terms of Use and Consent to Electronic Delivery of Tax Forms electronically (hereinafter referred to as "Consent"). You agree your electronic signature is the legal equivalent of your manual signature on this Consent and any associated documents. By selecting "I accept", you consent to be legally bound by this Consent's terms and conditions. You further agree that your use of a keypad, mouse or other device to select an item, button, icon or similar act/action, or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and Cynkar Technologies (hereafter referred to as "Company".)

Under this Consent, Company will provide all year end tax forms including but not limited to W-2s, 1095s, and 1099s to you in an electronic format. If you do not grant consent, you will receive all applicable year end tax forms in paper format. Acceptance of electronic delivery is applicable for year end tax forms issued after the date of acceptance and every year thereafter unless consent is subsequently withdrawn.

2. System Requirements

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Click the "I accept the Terms of Use and Consent to Electronic Delivery of Tax Forms." field.

6. Conditions Affecting Electronic Delivery

Circumstances under which electronic conditions no longer make it feasible to provide year end tax forms electronically may give rise to Company providing year end tax forms in paper form (for example, termination of employment.) When it is no longer feasible for Company to provide year end tax forms electronically, including upon termination of employment, Company will provide paper copies of all applicable year end tax forms. It is at the Company's sole discretion to determine the method of distribution for year end tax forms in circumstances where electronic delivery is no longer feasible, provided Company adheres to the Terms of Use.

Your Consent: After you have carefully read these Terms of Use and Consent to Electronic Delivery of Tax Forms, please indicate your understanding and acceptance by checking one of the following:

- ☒ I accept the Terms of Use and Consent to Electronic Delivery of Tax Forms.
- ☐ I decline the Terms of Use and Consent to Electronic Delivery of Tax Forms.

CANCEL

SAVE

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Click "Save"

Circumstances under which electronic conditions no longer make it feasible to provide year end tax forms electronically, including upon termination of employment, Company will provide paper copies of all applicable year end tax forms. It is at the Company's sole discretion to determine the method of distribution for year end tax forms in circumstances where electronic delivery is no longer feasible, provided Company adheres to the Terms of Use.

Your Consent: After you have carefully read these Terms of Use and Consent to Electronic Delivery of Tax Forms, please indicate your understanding and acceptance by checking one of the following:

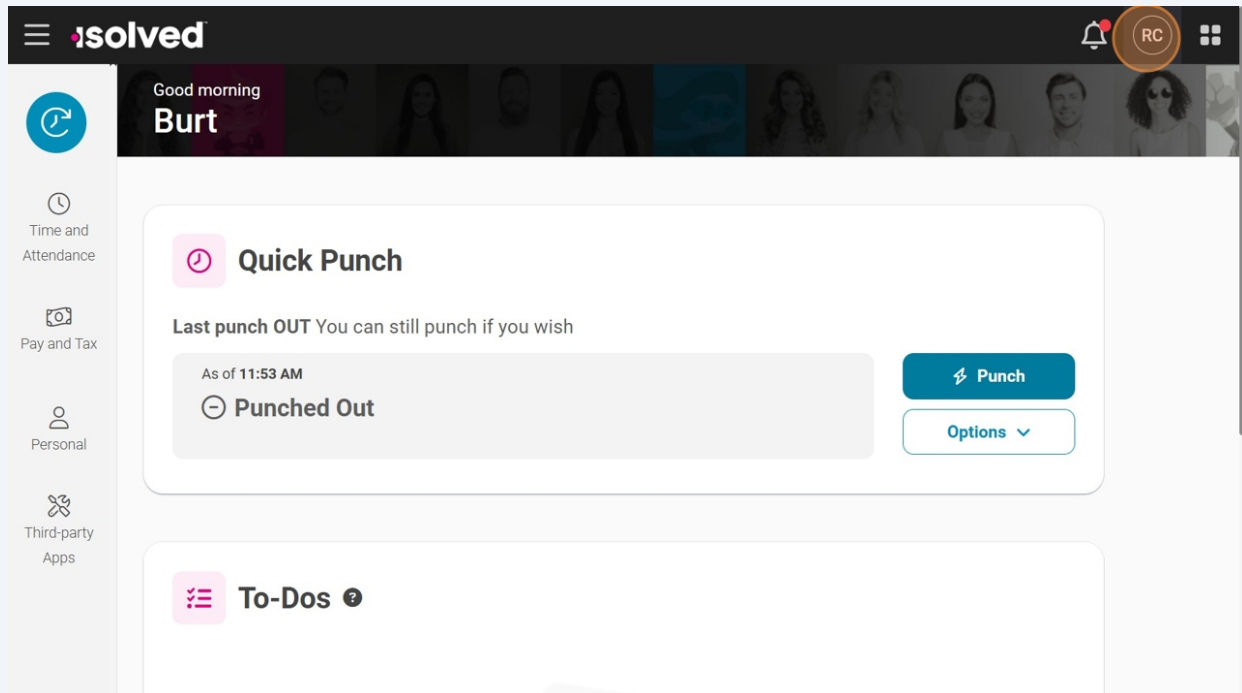
- ☒ I accept the Terms of Use and Consent to Electronic Delivery of Tax Forms.
- ☐ I decline the Terms of Use and Consent to Electronic Delivery of Tax Forms.

CANCEL

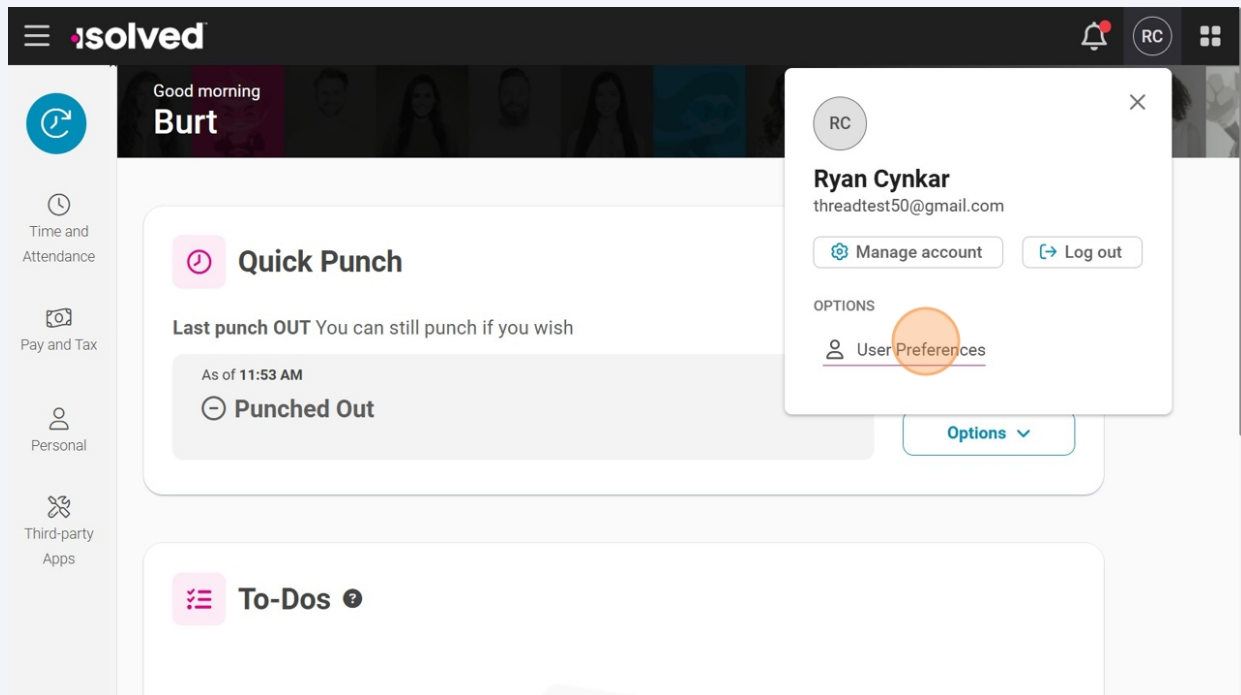
SAVE

9 This next section shows how to update the elections once you're logged in.

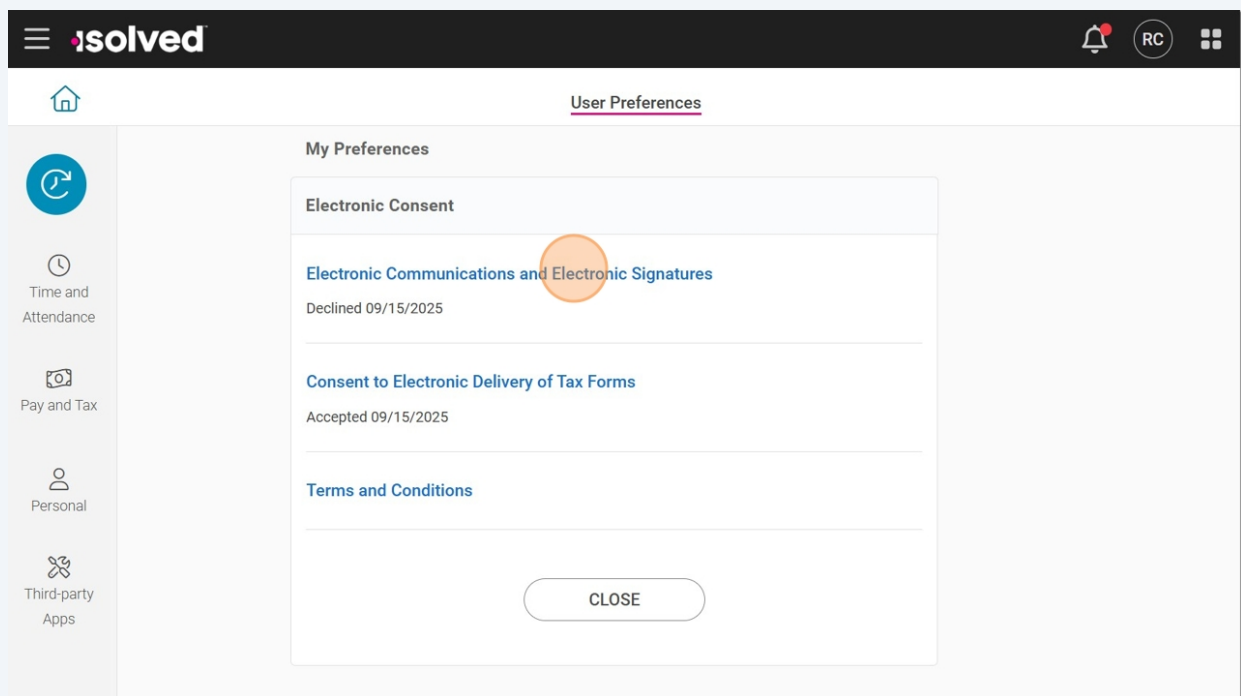
10 Click on your initials in the top right.



11 Click "User Preferences"



12 Click "Electronic Communications and Electronic Signatures"



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Terms of Use and Consent to Electronic Communications and Electronic Signature

1. Electronic Delivery of Communications and Use of Electronic Signatures

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Employment related information that you submit may become part of Company's Human Resource Information System ("HRIS") and your employee file and may be used for other employment/work-related purposes as

14 Scroll down and make your updated decision on this here.

are responsible for ensuring that the Company's self-service application, if available.

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☐ I **decline** the Terms of Use and Consent to Electronic Communications and Electronic Signature.

CANCEL

SUBMIT

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Click "Submit"

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- ☐ I **decline** the Terms of Use and Consent to Electronic Communications and Electronic Signature.

CANCEL

SUBMIT

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