

# Terms of Use

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PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY ACCESSING OR USING THIS WEB SITE, APPLICATION, OR ONLINE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS WEB SITE, APPLICATION, OR ONLINE SERVICE.

These Terms of Use (“Terms”) apply exclusively to your access to, and use of the websites, mobile applications, and online services of the HR Support Center products and services, including, but not limited to, any pages registered on the myhrsupportcenter.com domain and the HRProMobile mobile application (collectively, the “Services”). The Terms do not alter in any way the terms or conditions of any other agreement you may have with the HR Support Center or its subsidiaries or affiliates (collectively, “the Company”) or with the company sponsoring your access to the HR Support Center (“Sponsoring Company”) for products, services or otherwise. If you are using the Services on behalf of any entity, you represent and warrant that you are authorized to accept these Terms on such entity’s behalf and to bind such entity to these Terms, that your agreement to these Terms will be treated as the agreement of such entity, and that such entity agrees to indemnify you and the Company and Sponsoring Company for violations of these Terms.

To the fullest extent permitted by applicable law, the Company and Sponsoring Company reserve the right to change or modify any of the terms and conditions contained in the Terms or any policy or guideline of the Services, at any time and in their sole discretion by providing notice the Terms have been modified. Such notice may be provided by sending an email, by posting a notice to the Services, by posting the revised Terms to the Services and revising the date at the top of these Terms, or by such other form of notice as determined by the Company or Sponsoring Company. Your continued use of the Services following the posting of the revised Terms or other notice of such changes will constitute your acceptance of such changes or modifications. Otherwise, any changes or modification will be effective within thirty (30) days of the posting of the revisions to the Services unless you notify the Company within thirty (30) days that you do not agree to the changes and stop using the Services. Therefore, you should review these Terms whenever you access the Services and at least every thirty (30) days to make sure that you understand the terms and conditions that will apply to your use of the Services.

## 1. Privacy Policy

Please refer to our Privacy Policy for information on how the Company collects, uses, and discloses personally identifiable information from its users.

## 2. Nature of Services

The purpose of the Services is to provide general employment and human resources-related information. Nothing that appears on the Services, including without limitation any responses to questions posted in the “Ask the Pro” forum, information provided in handbooks or guides, and any other comments, opinions, recommendations, answers, analysis, references, referrals, content or information, should be relied upon or construed as legal advice. The information provided through our Services is intended for general informational purposes only and should be used only as a starting point. It is not a substitute for an in-person or telephone consultation with an attorney licensed to practice in your jurisdiction about your specific legal issue. Neither the Company nor Sponsoring Company engage in the practice of law, and your subscription to or use of the Services under no circumstances creates an attorney-client relationship. You understand that questions and answers or other postings to the Services are not confidential and are not subject to attorney-client privilege.

## 3. Applicable Law

By accessing the Services, you agree to be bound by all applicable laws and regulations. You further agree that you are solely responsible for compliance with any applicable laws.

#### **4. No Protected Health Information or Individually Identifiable Health Information**

The Services are not designed or intended to take in or process "Protected Health Information" or "Individually Identifiable Health Information" as those terms are defined under the HIPAA Privacy Rule (45 C.F.R. Section 160.103). You agree not to submit any Protected Health Information or Individually Identifiable Health Information via the Services.

#### **5. Copyright and Limited License**

Unless otherwise indicated in the Services, the Services and all content and other materials on the Services, including, without limitation, the Company logo, and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, the "Services Materials") are the proprietary property of the Company, Sponsoring Company, and/or their licensors or users and are protected by U.S. and international copyright laws.

You are granted a limited, non-sublicensable license to access and use the Services and electronically copy (except where prohibited without a license) and print to hard copy portions of the Services Materials for your informational, non-commercial and personal use only. Such license is subject to these Terms and does not include: (a) any resale or commercial use of the Services or the Services Materials therein, including any right to use the Services for purposes of improving competing human resource products or services; (b) the distribution, public performance or public display of any Services Materials; (c) modifying or otherwise making any derivative uses of the Services and the Services Materials, or any portion thereof; (d) use of any data mining, robots or similar data gathering or extraction methods; (e) downloading (other than the page caching) of any portion of the Services, the Services Materials or any information contained therein, except as expressly permitted on the Services; or (f) any use of the Services or the Services Materials other than for its intended purpose. Any use of the Services or the Services Materials other than as specifically authorized herein, without the prior written permission of the Company, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

#### **6. Prohibited Conduct**

You will not violate any applicable law, contract, intellectual property or other third-party right or commit a tort, and you are solely responsible for your conduct while accessing or using our Services. You will not:

- Engage in any harassing, threatening, intimidating, predatory or stalking conduct;
- Use or attempt to use another user's account without authorization from that user and Company;
- Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services or that could damage, disable, overburden or impair the functioning of our Services in any manner;
- Reverse engineer any aspect of our Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Services;
- Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of our Services that you are not authorized to access;
- Develop or use any third-party applications that interact with our Services without our prior written consent, including any scripts designed to scrape or extract data from our Services;

- Bypass or ignore instructions contained in our robots.txt file, accessible at <https://myhrsupportcenter.com/robots.txt>, that controls automated access to portions of our Services; or
- Use our Services for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

## **7. Trademarks**

HR Support Center, myHRSupportCenter, Company logos, and any other Company product or service name or slogan contained in the Services are proprietary materials of the Company, and may not be copied, imitated or used, in whole or in part, without the prior written permission of the Company or the applicable trademark holder. You may not use any metatags or any other “hidden text” utilizing HR Support Center, myHRSupportCenter, or any other name, trademark or product or service name of the Company without our prior written permission. In addition, the look and feel of the Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of the Company and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Services are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

## **8. Hyperlinks**

The Company makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third-party Web sites accessible by hyperlink from the Services, or Web sites linking to the Services. Such sites are not under the control of the Company and the Company is not responsible for the contents of any linked site or any link contained in a linked site, or any review, changes or updates to such sites. The Company provides these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by the Company of any site or any information contained therein. When you leave the Services, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Services.

## **9. Third Party Content**

The Company and Sponsoring Company may provide third party content on the Services and may provide links to Web pages and content of third parties (collectively the “Third Party Content”) as a service to those interested in this information. The Company and Sponsoring Company do not control, endorse or adopt any Third Party Content and make no representation or warranties of any kind regarding the Third Party Content, including without limitation regarding its accuracy or completeness. You acknowledge and agree that the Company and Sponsoring Company are not responsible or liable in any manner for any Third Party Content and undertake no responsibility to update or review any Third Party Content. Users use such Third Party Content contained therein at their own risk.

## **10. Submissions**

You acknowledge and agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, original or creative materials or other information regarding the Services, the Company or the Company’s products or services that are provided by you via online submission or email, or any other postings on the Services, are non-confidential and shall become the sole property of the Company. The Company shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Notwithstanding the foregoing, it is the policy of the Company to treat questions submitted via “Ask

the Pro” as confidential by removing identifying information before using them in conjunction with the Services.

## **11. Registration Data; Account Security**

You may need to register for an account in order to use some or all of the Services. In consideration of your use of the Services, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Services (“Registration Data”); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to the Company, to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to the Company.

## **12. Indemnification**

You agree to defend, indemnify and hold harmless the Company and Sponsoring Company, their independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys’ fees) arising out of or related to your conduct, your violation of these Terms, or your violation of the rights of any third party.

## **13. Disclaimer**

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY THE COMPANY, THE SERVICES, THE SERVICES MATERIALS CONTAINED THEREIN AND THE SERVICES PROVIDED ON OR IN CONNECTION THEREWITH ARE PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SERVICES, INCLUDING THE INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN.

THE COMPANY IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS. WHILE THE COMPANY AND SPONSORING COMPANY ATTEMPT TO ENSURE THAT THE INFORMATION PROVIDED IS ACCURATE AND TO MAKE YOUR ACCESS AND USE OF THE SERVICES SAFE, THE COMPANY AND SPONSORING COMPANY CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE SERVICES OR THEIR SERVER(S) ARE ACCURATE, COMPLETE, RELIABLE, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS. YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD.

The Company and Sponsoring Company reserve the right to change any and all content contained in the Services and to modify, suspend or discontinue the Services or any features or functionality of the Services at any time without notice and without obligation or liability to you. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by the Company.

## **14. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (A) IN NO EVENT SHALL COMPANY, SPONSORING COMPANY, OR THEIR DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS (INCLUDING AUTHORIZED RESELLERS) BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SERVICES, THE CONTENT OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SERVICES, INCLUDING

WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM THE COMPANY, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO THE COMPANY'S RECORDS, PROGRAMS OR SERVICES; AND (B) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COMPANY OR SPONSORING COMPANY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SERVICES OR TO THESE TERMS EXCEED THE GREATER OF (I) ANY COMPENSATION YOU PAY, IF ANY, TO COMPANY OR SPONSORING COMPANY FOR ACCESS TO OR USE OF THE SERVICES, OR (II) \$1000.

## **15. Applicable Law and Venue**

These Terms and your use of the Services shall be governed by and construed in accordance with the laws of the State of Oregon, applicable to agreements made and to be entirely performed within the State of Oregon, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Terms shall be filed only in the state and federal courts located in Multnomah County, Oregon, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms.

## **16. Termination**

Notwithstanding any of these Terms, the Company reserves the right, without notice and in its sole discretion, to terminate your license to use the Services, and to block or prevent future your access to and use of the Services.

## **17. Severability**

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

## **18. Questions & Contact Information**

Questions or comments about the Services may be directed to the Company at the email address [wecare@myhrsupportcenter.com](mailto:wecare@myhrsupportcenter.com) or by calling us at (877) 882.2237.