



HUMAN RESOURCES PLUS™ SERVICE AGREEMENT TERMS AND CONDITIONS OF WEBSITE USE

This Agreement Affects Your Legal Rights in Using
This Web site and in obtaining services from HRP

Please read this carefully before you begin.

Terms of Use – last updated: June 2017

This Terms of Use is an agreement between you or the organization you represent (“you” or “your”) and Human Resources Plus, Inc. (“HRP”, “we” or “us”) outlining your use of the www.hrplusinc.com website.

Parts of this Agreement

This agreement consists of the following terms and conditions (“general terms” and terms and conditions, if any, specific to the use of individual services (“service specific terms”). The General Terms and Service Specific Terms are collectively referred to as the “Terms.” In the event of a conflict between the General Terms and Service Specific Terms, the Service Specific Terms shall prevail.

Acceptance of the Terms

You must be of legal age to enter into a binding agreement to accept the Terms. If you do not agree to the General Terms, do not use any of our Services. If you agree to the General Terms and do not agree to any Service Specific Terms, do not use the corresponding Service. You can accept the Terms by checking a checkbox or clicking on a button indicating your acceptance of the terms or by using the Services.



HRP Services

We offer an array of services including online resources, forms, toolkits, training material, applicant tracking and onboarding system, live guidance and consulting services. A detailed outline can be found at <https://www.hrplusinc.com/whats-included/>. You may use the Services for your personal and business use or for internal business purpose in the organization you represent. You may connect to the Services using any Internet browser supported by the Services. You are responsible for obtaining access to the Internet and the equipment necessary to use the Services. You can create and edit content with your user account and if you choose to do so, you can publish and share such content.

Consulting Services

In addition to the online membership, HRP offers consulting services to members. These may include, but are not limited to, handbook and policy preparation, recruitment outsourcing, training and development and other specialized services. These services are available for an additional charge and must be separately arranged with an HRP staff member. Information about initiating this process is found on the HRP Web site at <https://www.hrplusinc.com/our-services/>.

Modification of Terms of Service

We may modify the Terms upon notice to you at any time through a general service announcement or by sending email to the last email address you have registered with us. If we make significant changes to the Terms that negatively affect your rights, you will be provided with at least 30 days' advance notice of the changes by email to the last email address you have registered with us. You may terminate your use of the Services by providing HRP notice by email within 30 days of being notified of the availability of the modified Terms if the Terms are modified in a manner that substantially negatively affects your rights in connection with use of the Services. In the event of such



termination, you will be entitled to a prorated refund of the unused portion of any prepaid fees. Your continued use of the Service after the effective date of any change to the Terms will be deemed to be your agreement to the modified Terms.

User Sign up Obligations

You need to sign up for a user account by providing all required information to access or use the Services. If you represent an organization and wish to use the Services for corporate internal use, we recommend that you, and all other users from your organization, sign up for user accounts by providing your corporate contact information. We recommend that you use your corporate email address. You agree to:

- a) provide true, accurate, current and complete information about yourself as prompted by the sign-up process; and
- b) maintain and promptly update the information provided during sign up to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, outdated, or incomplete, or if HRP has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, HRP may terminate your user account and refuse current or future use of any or all of the Services.

Personal Information and Privacy

Personal information you provide to HRP through the Service is governed by [HRP Privacy Policy](#). Your election to use the Service indicates your acceptance of the terms of the [HRP Privacy Policy](#). You are responsible for maintaining confidentiality of your username, password and other sensitive information. You are responsible for all activities that occur in your user account and you agree to inform us immediately of any unauthorized use of your user account by email to info@hrplusinc.com or by calling us on any of the numbers listed on www.hrplusinc.com/contact/ we are not responsible for any loss or



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damage to you or to any third party incurred as a result of any unauthorized access and/or use of your user account, or otherwise.

Communications from HRP

The Service may include certain communications from HRP, such as service announcements, administrative messages and newsletters. You understand that these communications shall be considered part of using the Services. As part of our policy to provide you total privacy, we also provide you the option of opting out from receiving newsletters from us. However, you will not be able to opt-out from receiving service announcements and administrative messages.

Complaints

If we receive a complaint from any person against you with respect to your activities as part of use of the Services, we will forward the complaint to the primary email address of your user account. You must respond to the complainant directly within 10 days of receiving the complaint forwarded by us and copy HRP in the communication. If you do not respond to the complainant within 10 days from the date of our email to you, we may disclose your name and contact information to the complainant for enabling the complainant to take legal action against you. You understand that your failure to respond to the forwarded complaint within the 10 days' time limit will be construed as your consent to disclosure of your name and contact information by HRP to the complainant.

Fees and Payments

The Services are available as membership subscription plans of various durations and types and can be reviewed at <https://www.hrplusinc.com/whats-included/>. Payments for membership plans can be made by credit card or electronic withdrawals. Your membership will be automatically renewed at the end of each subscription period unless you inform us that you do not wish to renew the membership. You must keep your Credit Card



information current. At the time of automatic renewal, the membership subscription fee will be charged to the Credit Card last used by you; if the Credit Card information is not current we will notify you and give you five business days to update the information before your account is cancelled. We provide you the option of changing the details if you would like the payment for the renewal to be made through a different Credit Card. If you do not wish to renew the membership, you must inform us at least thirty (30) days prior to the renewal date by sending a letter of cancellation on your company letterhead, signed by an authorized company representative, to info@hrplusinc.com. If you have not informed us that you do not wish to renew the membership, you will be presumed to have authorized HRP to charge the subscription fee to the Credit Card last used by you.

From time to time, we may change the price of any Service or charge for use of Services that are currently available free of charge. Any increase in charges will not apply until the expiry of your then current billing cycle. You will not be charged for using any Service unless you have opted for a membership.

HRP reserves the right to refuse membership applications and to limit, withhold and restrict availability of Services to a member at any time, for any reason, at its sole discretion. We do not issue refunds for digital products or Essential and Premier Memberships. Please contact us at info@hrplusinc.com if you have any questions.

Restrictions on Use

With an HRP membership you are granted a personal, nonexclusive, nontransferable, revocable, license to download or print hard copy specimens of materials furnished on this Website, solely for the purpose of using such content in the course of management and operation of your business. In addition to all other terms and conditions of this Agreement, you shall not:



- (i)** transfer the Services or otherwise make it available to any third party;
- (ii)** provide any service based on the Services without our prior written permission;
- (iii)** use the third party links to sites without agreeing to those third party website terms & conditions;
- (iv)** post links to third party sites or use their logo, company name, etc. without their prior written permission;
- (v)** publish any personal or confidential information belonging to any person or entity without obtaining consent from such person or entity;
- (vi)** use the Services in any manner that could damage, disable, overburden, impair or harm any server, network, computer system, resource of HRP;
- (vii)** violate any applicable local, state, national or international law; and
- (viii)** create a false identity to mislead any person as to the identity or origin of any communication.

Spamming and Illegal Activities

You agree to be solely responsible for the contents of your transmissions through the Services. You agree not to use the Services for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses or malicious code, or that which infringes or may infringe intellectual property or other rights of another. You agree not to use the Services for the transmission of "junk mail", "spam", "chain letters", "phishing" or unsolicited mass distribution of email. We reserve the right to terminate your access to the Services if there are reasonable grounds to believe that you have used the Services for any illegal or unauthorized activity.



Data Ownership

We respect your right to ownership of content created or stored by you. You own the content created or stored by you. Unless specifically permitted by you, your use of the Services does not grant HRP the license to use, reproduce, adapt, modify, publish or distribute the content created by you or stored in your user account for HRP's commercial, marketing or any similar purpose. But you grant HRP permission to access, copy, distribute, store, transmit, reformat, publicly display and publicly perform the content of your user account solely as required for the purpose of providing the Services to you.

User Generated Content

You may transmit or publish content created by you using any of the Services or otherwise. However, you shall be solely responsible for such content and the consequences of its transmission or publication. Any content made public will be publicly accessible through the internet and may be crawled and indexed by search engines. You are responsible for ensuring that you do not accidentally make any private content publicly available. Any content that you may receive from other users of the Services, is provided to you AS IS for your information and personal use only and you agree not to use, copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise exploit such content for any purpose, without the express written consent of the person who owns the rights to such content. In the course of using any of the Services, if you come across any content with copyright notice(s) or any copy protection feature(s), you agree not to remove such copyright notice(s) or disable such copy protection feature(s) as the case may be. By making any copyrighted/copyrightable content available on any of the Services you affirm that you have the consent, authorization or permission, as the case may be from every person who may claim any rights in such content to make such content available in such manner. Further, by making any content available in the manner aforementioned, you expressly agree that HRP will have the right to block access to or



remove such content made available by you if HRP receives complaints concerning any illegality or infringement of third party rights in such content. By using any of the Services and transmitting or publishing any content using such Service, you expressly consent to determination of questions of illegality or infringement of third party rights in such content by the agent designated by HRP for this purpose.

External Links

This Web site may contain links to other sites on the Internet. HRP provides such links for your convenience only, and is not responsible for the content of any web site linked to or accessible from this Website. Links from this Website to any other website do not mean that HRP approves of, endorses, recommends or has any affiliation whatsoever with any other website. HRP disclaims all warranties, express or implied, as to the accuracy, legality, reliability or validity of any content on any other site.

Services and Materials NOT Considered Legal Advice

Effective management of human resources in your business requires careful attention to laws and regulations governing the rights and obligations of employers and employees. HRP is dedicated to providing affordable, accurate and timely assistance to help you meet your human resources needs, and to help you stay informed of current developments. HRP **does not**, however, provide legal advice or counseling. The laws in this area change often, and they differ from state to state, and sometimes differ even among local jurisdictions within states. You are strongly advised to seek the assistance of a competent legal professional in determining what requirements apply in your situation, or in determining whether a particular course of action is proper, or before dealing with any specific situation involving an employment issue. In most cases the material and information provided on this Website will be of great benefit in enabling you to stay compliant with your company's obligations, but we strongly



recommend that you consult with a legal professional if you have any questions or concerns.

Sample files and Applications

HRP may provide sample forms and publications for the purpose of demonstrating the possibility of using the Services effectively for specific purposes. HRP makes no warranty, either express or implied, as to the accuracy, usefulness, completeness or reliability of the information or the sample forms and their applications.

Trademark

Human Resources Plus, Inc., HRP logo, the names of individual Services and their logos are trademarks of Human Resources Plus, Inc. You agree not to display or use, in any manner, the HRP trademarks, without HRP's prior permission.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN AS-IS-AND-AS-AVAILABLE BASIS. HRP EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HRP MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. USE OF ANY MATERIAL DOWNLOADED OR OBTAINED THROUGH THE USE OF THE SERVICES SHALL BE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE TELEPHONE, WIRELESS DEVICE OR DATA THAT RESULTS FROM THE USE OF THE SERVICES OR THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM HRP, ITS EMPLOYEES OR



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REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

Limitation of Liability

YOU AGREE THAT HRP SHALL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER OR FOR LOSS OF BUSINESS PROFITS, GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF HRP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL HRP'S ENTIRE LIABILITY TO YOU IN RESPECT OF ANY SERVICE WILL NOT EXCEED THE AMOUNT OF ANY ACTUAL DIRECT DAMAGES INCURRED BY YOU UP TO THE AMOUNT OF THE FEES PAID BY YOU IN THE PRIOR TWELVE MONTHS FOR THE SPECIFIC SERVICE THAT IS THE SUBJECT OF THE CLAIM REGARDLESS OF THE BASIS OF THE CLAIM. THIS LIMIT APPLIES COLLECTIVELY TO HRP, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS AND SUPPLIERS.

Indemnification

You agree to indemnify and hold harmless HRP, its officers, directors, employees, suppliers, and affiliates, from and against any losses, damages, fines and expenses (including attorney's fees and costs) arising out of or relating to any third party claims that you have used the Services in violation of another party's rights, in violation of any law, in violations of any provisions of the Terms, or any other claim related to your use of the Services, except where such use is authorized in writing by HRP.



Arbitration

Any controversy or claim arising out of or relating to the Terms shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The decision of the arbitrator shall be final and not eligible for appeal. The arbitration shall be conducted in Denver, Colorado and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Notwithstanding anything to the contrary, HRP may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

Suspension and Termination

We may suspend, disable or terminate your user account in the event of any suspected illegal activity, extended periods of inactivity, failure to pay or requests by law enforcement or other government agencies. Objections to suspension, disabling or termination of user accounts should be made to info@hrplusinc.com within thirty (30) days of being notified. We will also terminate your user account on your request. In addition, we reserve the right to terminate your user account and deny the Services upon reasonable belief that you have violated the Terms. You have the right to terminate your user account if HRP materially breaches its obligations under these Terms and in such event, you will be entitled to prorated refund of any prepaid fees. Termination of a user account will include denial of access to all Services, deletion of information in your user account such as your email address and password and deletion of all data in your user account.

END OF TERMS OF SERVICE

If you have any questions or concerns regarding this Agreement, please contact us at info@hrplusinc.com.