

TERMS AND CONDITIONS FOR COMPANYPAYROLLSTORE.COM
(USER AGREEMENT)

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THIS USER AGREEMENT CONTAINS AN ARBITRATION CLAUSE GOVERNED BY THE FEDERAL ARBITRATION ACT.

TERMS AND CONDITIONS OF USE OF THIS SITE

The Website is for your own personal use only, and is not for any other reason, including business or commercial, and any other reason is strictly prohibited. By using this Site and accepting these Terms and Conditions, you certify, confirm, and attest that you are 18 years of age or older. Anyone under the age of 18 should not use this Site unless supervised by an adult who is present and who agrees to be bound by these Terms of Use and who agrees to be fully responsible for use of this Site, including all financial charges and legal liability that may be incurred. WE do not knowingly collect any information from individuals who are under the age off the 18. WE advise all visitors to the Site under the age of 18 not to

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You unconditionally agree to this User Agreement, and all of its terms and conditions, by visiting, accessing, browsing, shopping or otherwise using OUR Site. This User Agreement is subject to change and modification by US at any time without prior notice, and in OUR sole discretion, and any changes or revisions are effective immediately upon posting on OUR Site. The most recent date on which the User Agreement was revised appears on the top of the USER AGREEMENT. By using, visiting, accessing, browsing, or shopping the Site after a change has been posted to the Site, you are accepting and agreeing to OUR change. Anyone using, visiting, accessing or shopping on OUR Site should regularly check and review OUR User Agreement and the Privacy Policy. You may not copy, download, reproduce, modify, publish, distribute, transmit, transfer or create derivative works from the content without first obtaining written permission from US.

In addition to abiding by and obeying the terms of this User Agreement, you agree to comply with all applicable Federal, state, local and international laws, rules and regulations and treaties when accessing or using the Site.

You agree that you are strictly prohibited from violating or attempting to violate the security of OUR Site including, but not limited to accessing data or logging onto a server or account which you are not authorized to access; attempting to breach security or authentication measures and attempting to interfere with service to any user, host or network, including via means of introducing a virus to the Site; overloading or flooding, spamming, mail bombing or crashing OUR Site. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site. You agree not to use or attempt to use any engine, software, tool, agent or other device or mechanism to navigate or search this Site other than the search engines and search agents available from US and other than generally available third party web browsers such as Internet Explorer, Firefox, Chrome, Safari, etc. Violations of the security of this Site may result in civil or criminal liability. WE will cooperate with law enforcement authorities in prosecuting users who are involved in such violations.

WE can terminate or suspend your right to use the Website, or block you from future use, at any time, in OUR sole discretion, with or without cause, and without notice to you or any reason. You agree that WE

shall not be liable to you due to or by reason of OUR termination or suspension of your right to use the Website or the automatic termination of your right to use the Website for non-compliance set forth above.

YOUR ACCOUNT

Once your payroll deduction authorization is processed by your employer, you, the purchaser, are fully responsible for paying your employer, the institution, the total amount due (which has been advanced by your employer/institution).

If your employment status ends or changes before the total amount has been paid, it is understood that ~~your employer/institution will deduct the total balance due from your final paycheck. Any remaining~~ balance will be your immediate responsibility.

In order to use OUR site, you ~~may~~ will be required to register for an account ("Account"). ~~If~~ When you register for an Account, you agree to provide US with true, accurate and complete information about yourself in any registration form or document. WE reserve the right to reject any registration. In addition, you must promptly update any information to keep your Account up to date, true, accurate, current and complete. If WE have reasonable grounds or reasons to suspect that the information you provided on the registration form or otherwise is untrue, inaccurate or incomplete, WE have the right to suspend or terminate your Account and refuse any and all current or future use of the Site (or any portion thereof).

You are responsible for all use of your Account under any screen name or password by any person or entity and for ensuring that your Account complies fully with the provisions of this User Agreement. You acknowledge and agree that WE will have no liability associated with or arising from your failure to maintain accurate information about yourself, including, but not limited to your failure to receive important information and updates about the Site. You are responsible for maintaining the confidentiality of your Account and password and you agree to accept responsibility for all activities that occur under your Account or password. WE reserve the right to refuse service, suspend, discontinue or terminate accounts, remove or edit content or cancel orders in OUR sole discretion without any limitations or notice to you. If WE terminate, suspend, discontinue your account or order WE shall have no liability of any kind with respect to any such termination, and you shall have no recourse as explained in the Limitation of Liability section below. All terms and conditions, and provisions of this User Agreement including,

but not limited to, relating to warranties, confidentiality obligations, proprietary rights, User Submissions, limitation of liability and indemnification obligations shall survive the termination, suspension or expiration of your access or use of the Site or any services offered on or through the Site. Upon termination, you must delete all Content obtained from the Site.

Any and all of OUR and your data that you provide US is encrypted and protected data. While data transmitted via OUR Website may be encrypted using a Secure Sockets Layer (SSL) protocol, no technology, website, or computer can be considered completely secure or impenetrable and internet protocols and other public and/or proprietary technology used or accessed by the Website may be vulnerable to exploitation or compromise by persons engaged in hacking or criminal conduct. You acknowledge that this can exist and agree that WE shall have no liability to you for any such exploitation or criminal conduct by third parties.

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CONTACTING US AND COMMUNICATIONS

When you send US emails, texts or any other communications to contact US you are considered communicating with US. When WE respond to you, you hereby consent to receive communications from us electronically. WE will communicate with you by e-mail, by text or by posting notices on this site or in any other manner, including telephone call. You agree that all agreements, notices, disclosures and other communications that WE provide to you electronically satisfy any legal requirement that such communications be in writing.

Any and all contact and communication, including, but not limited to questions, comments, idea, suggestions, and material you send or transmit to US by any means will be treated as, non-confidential and non-proprietary. By submitting information or other materials to US, you grant US a perpetual, worldwide, royalty-free, irrevocable, non-exclusive right to copy, use, reproduce, modify, adapt, publish, create derivative works from, translate, transmit, display and distribute such materials or portions of such materials, in any form, in furtherance of the terms of the Terms and Conditions and the actions and transactions contemplated hereby, including the right to bring an action for infringement of these rights. You represent and warrant that you own, or have all rights necessary to submit, upload or transmit to US, any information or other material and otherwise use it for your intended purpose as of the time you submit such information or material to US.

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It is important that you read and review and refer to OUR Privacy Policy which governs OUR Site and is incorporated by reference. WE adhere to all applicable laws regarding the privacy of information submitted by you. OUR Privacy Policy informs you and explains what information WE may collect or gather from you on or through the Site and how WE will use and protect your information. Although WE make best efforts to protect personal information, please be aware that no security measures are one hundred percent and completely secure or impenetrable. WE cannot guarantee that only authorized persons will view your information or that information you share on the Website or via e-mail or other electronic communication with US will not become publicly available or intercepted by third parties. By your continued use of the Website, you acknowledge and agree that WE and OUR service providers will not be liable for any harm or damage you may experience by transmitting or submitting personal or confidential information to US by e-mail or other electronic communications or via the Website.

SEVERABILITY

If any term, paragraph, condition, or provision of this Agreement shall be declared or held to be invalid or unenforceable, the remaining terms of the Agreement, other than such term, condition, or provision, shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the

fullest extent permitted by law, and the invalid or unenforceable portion shall be reformed, or modified, to come as close to the intention of the term or provision, if possible, so as to be valid and enforceable.

DISPUTES

Any and all disputes and claims arising from the purchase of goods and services are subject to binding arbitration, and not by any court, and by making a purchase from OUR Site, you expressly waive any and all of your rights to present any matter to any court and for a trial by jury. ANY CLAIM OR DISPUTE THAT YOU MAY HAVE AGAINST Company payroll store.com, including, but not limited to, its representatives, service providers, agents, employees, successors, assigns, affiliates, parents, subsidiaries and any content provider or offer or of goods or services on OUR site, WHETHER RELATED TO YOUR USE OF THE SITE IN ANY MANNER OR BASED ON ANY OF THE CONTENT FOUND ON THE SITE, INCLUDING (BUT NOT LIMITED TO) THE ENFORCEABILITY OF THIS ARBITRATION AGREEMENT, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. Notwithstanding any choice of law provision included in this User Agreement, this arbitration agreement is subject to Illinois law and the Federal Arbitration Act (9 U.S.C. §§ 1-16). Any arbitration hearings shall be held as provided by the Code and if any In-person Hearing is required, it shall be held in Chicago, Illinois. Each party shall initially bear its own legal costs and expenses including, but not limited to legal fees, and expert witness fees, discovery or research required to complete arbitration, however, the losing party shall pay all the winning party's attorney's fees, court costs, hearing costs and all related expenses. **WE each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.** If for any reason a claim proceeds in court rather than in arbitration **WE each waive any right to a jury trial.**

APPLICABLE LAW & VENUE FOR DISPUTES

By using OUR site you agree that the Federal Arbitration Act, applicable federal law, and the laws of the State of Illinois, without regard to principles of conflict of laws, will govern these Conditions of Use and

any dispute of any sort that might arise between you and US. The Terms and Conditions and all disputes, claims or controversies (whether in tort, contract or otherwise) arising out of or relating in any way to the Terms and Conditions, the Website or the Content, the negotiation, interpretation, validity or performance of the Terms and Conditions, the rights and obligations of you and US hereunder or any transaction contemplated by the Website shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the rules or principles of conflict of laws of such State or any other jurisdiction that would permit or require the application of the laws of any other jurisdiction.

If for any reason WE both decline to resolve a claim with Arbitration with the AAA, or WE are forced by an Arbitrator to litigate any claim or lawsuit in either State or Federal Court, WE each hereby irrevocably and unconditionally consent to submit to the sole and exclusive jurisdiction of the courts of the State of Illinois, Cook County Illinois, in the City of Chicago, or in the U.S. District Court for the Northern District of Illinois, in the City of Chicago, only if it resolves a Federal issue, for any litigation, lawsuit or proceeding between you and US arising out of or relating in any way to the Terms and Conditions (including any non-contractual claims), the Website or the Content, the negotiation, interpretation, validity or performance of the Terms and Conditions, the rights and obligations of you and US hereunder or any transaction contemplated by the Website. You and WE each waive any objection to the laying of venue of any such litigation in the Illinois Courts or U.S. District Court for the Northern District of Illinois and agree not to plead or claim in any Illinois Court or U.S. District Court for the Northern District of Illinois that such litigation brought therein has been brought in an inconvenient forum or that there are indispensable parties to such litigation that are not subject to the jurisdiction of the Illinois Courts or U.S. District Court for the Northern District of Illinois. WE each hereby irrevocably waive any and all rights which you or WE, respectively, may have, or may have had, to bring such litigation in or before any other court or tribunal (whether domestic or foreign), or before any similar domestic or foreign authority or body, and agree not to claim or plead any such rights. If any case commences in either the Illinois or U.S. District Court for the Northern District of Illinois then WE each irrevocably and unconditionally waives any right WE may have to a trial by jury in respect of any legal action or proceeding arising out of or relating to these terms and conditions or the website and for any counterclaim therein. Each party certifies and acknowledges that: no representative of the other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of a legal action; such party has considered the implications of this waiver; such party makes this waiver voluntarily, and such party has been induced to enter into this agreement by, among other things, the mutual waivers and certifications in this provision.

WE both agree that there will be no right or authority for any dispute to be brought, heard, or arbitrated as a class action (including without limitation opt out class actions or opt in collective class actions), or in a representative or private attorney general capacity on behalf of a class of persons or the general public. All disputes shall be resolved on an individual basis only through the American Arbitration Association.

If any provision of the Terms and Conditions is found by an arbitrator or court of competent jurisdiction to be invalid, void, unlawful or unenforceable, you and US agree that the arbitrator or court should give effect to the OUR intentions as reflected in such provision, and the other provisions of the Terms and Conditions shall remain in full force and effect.

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You acknowledge and agree that all rights not otherwise expressly granted to you by the Terms and Conditions are reserved to US.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and US as a result of the Terms and Conditions or any use of the Website.

OUR failure to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision.

The section titles in the Terms and Conditions are for convenience only and have no legal or contractual effect.

The course of conduct between you and US, nor trade practice, shall serve to modify any provision of the Terms and Conditions. For purposes of the Terms and Conditions, the terms "include," "includes," "including," "such as" and "for example," shall be construed as if each term were followed by the words, "without limitation." Except where context requires otherwise, use of the singular form of any noun includes the plural, and use of the plural includes the singular.

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