

yourHRdepartment, Inc., Terms of Service

WELCOME TO yourHRdepartment™, your own HR department on the Internet. This Terms of Service (TOS) constitutes the entire agreement between you, the user, and yourHRdepartment, Inc. Any other written agreement between yourHRdepartment only supplements the terms of this TOS. If any of the terms of other agreement conflict with the terms of this TOS, this TOS shall control. This is a human resources information service, not a law office. HR consulting will be performed by the HR managers on staff at yourHRdepartment, Inc.; attorneys employed by yourHRdepartment, Inc. will not engage in HR consulting. As explained below in more detail, neither yourHRdepartment, Inc., nor the attorneys on staff at yourHRdepartment, Inc. are providing legal advice. yourHRdepartment, Inc. cannot anticipate each and every employment issue or the nuances that may impact the application of certain "best practices" to a particular situation. As a result, yourHRdepartment, Inc. can provide "best practices" HR advice over the telephone, by email, via our newsletter, or by use of yourHRdepartment, Inc.'s on-line HR management system only if you properly identify the employment law issues, disclose all relevant facts and circumstances, and seek additional professional help as needed.

This agreement provides the terms and conditions for use of yourHRdepartment, Inc.'s Internet service (the "Service"). The Service includes all consulting services rendered by yourHRdepartment, Inc.'s HR staff, newsletters and on-line training programs prepared by yourHRdepartment, Inc., the employee complaint hotline operated by yourHRdepartment, Inc., and the internet-based HR management systems referred to as yourHRdepartment™, yourHRassistant™, HR Pilot™, HamburgerHR.com™, and Your-Ag-Compliance Center™. By accessing, browsing and/or using the Service, you acknowledge that you have read, understood, and agree to be bound by these terms and to comply with all applicable laws and regulations. If you do not agree to these terms, do not use the Service. Any claim relating to, and the use of, the Service and the materials contained herein are governed by the laws of the state of California. The Service is provided by yourHRdepartment, Inc., and not any other entity. Despite any logo, branding, color scheme or marketing information belonging to another entity that may be used in connection with the Service, you understand and agree that no other person or entity, nor any insurance company, nor any insurance agency/brokerage, is responsible for the content of the Service or the delivery of HR consulting. Moreover, yourHRdepartment, Inc. is not an agent for any insurance company, insurance agency/brokerage and, therefore, cannot and will not accept claims on behalf of any insurance company/agency/brokerage. If you provide yourHRdepartment, Inc. with information that may constitute a claim under one of your insurance policies, be advised that yourHRdepartment, Inc. will not, and is not authorized to, report this information to any insurance company/agency/brokerage.

This Agreement inures to the benefit of yourHRdepartment, Inc. COMPETITORS ARE NOT INVITED OR PERMITTED TO VIEW, ACCESS, OR USE THE SERVICE. BY COMPLETING THE REGISTRATION PROCESS AND/OR ACCESSING AND/OR VIEWING THE SERVICE, YOU ARE STATING THAT YOU ARE NOT A COMPETITOR AND THAT YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS TERMS OF SERVICE ("TOS").

MEMBER ACCOUNT, PASSWORD, AND SECURITY. To open an account with yourHRdepartment, Inc., you must complete the registration process by providing us with current, complete and accurate information as required by yourHRdepartment Inc. You then will be assigned a UserId and Password. You are entirely responsible for maintaining the confidentiality of your UserId, Password and account information. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify yourHRdepartment, Inc. immediately of any unauthorized use of your UserId, Password, or any other breach of security.

MEMBER PRIVACY. It is yourHRdepartment, Inc.'s policy to respect the privacy of its members and subscribers. Unless otherwise indicated or agreed, yourHRdepartment, Inc. will not disclose any personal information about you or your yourHRdepartment, Inc. account, including its contents, without your prior permission unless yourHRdepartment, Inc. has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of yourHRdepartment, Inc.; (3) enforce this Terms of Service; or (4) act to protect the interests of its members or others. You agree that yourHRdepartment, Inc. may access your account, including its contents, as stated above or to respond to service or technical issues.

INFORMATION STORAGE AND OTHER LIMITATIONS.

Currently, the Service is a tool to generate documents and to provide information to employers and their employees. There are no database, HRIS, searching, or storage services.

MEMBER CONDUCT. The Service is proprietary, protected by intellectual property law and provided to non-competitive business entities and their employees only. Any duplication, modification or unauthorized use of the Service, or unauthorized resale of its services, is expressly prohibited. Neither you nor your agents or employees may disclose your UserId, Password, any page views, documents or other information obtained or derived from the service. Further, you and your partners, officers, directors, shareholders, employees, and agents, promise not to use the Service or any derivative of the Service in any way, now or in the future, that competes with yourHRdepartment, Inc. This promise extends to the information, processes, forms, procedures, and logic either apparent on the face of the Service or built into the Service. You agree that these promises survive the termination of your subscription to or use of the Service. If you obtain access to the Service in any inappropriate manner – including but not limited to, using a UserId and Password belonging to another person – you agree that your use and/or access constitutes fraud against yourHRdepartment, Inc. You further agree that you are subject to this TOS and you specifically agree to be bound by the provisions of this TOS, including the liquidated damages provisions. You agree to abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur relating to your employees or under your account or password, including the content of your account as used through the Service. By way of example, and not as a limitation, you agree not to: Interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks; attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means; or interfere with another member's use and enjoyment of the Service or another entity's use and enjoyment of similar services.

DISCLAIMER OF WARRANTIES. yourHRdepartment, Inc., provides a human resource information solution, including information, documents, procedures, and other content, and services offered or performed by third parties. The logic, procedures, processes, forms, and similar content, which are part of the Service, do not constitute legal advice. Neither the HR professionals nor the attorneys on staff at yourHRdepartment have evaluated the unique facts of your individual circumstance and have not and will not provide any legal advice with respect to your individual human resources issues. yourHRdepartment, Inc. does not control in any respect any information, products or services offered by any third parties, including the content of Internet-based service that are linked to the Service. The materials available through yourHRdepartment, Inc. and any third party are provided "as is" and "as available" and without warranties or conditions of any kind either express or implied. To the fullest extent permitted by applicable law, yourHRdepartment, Inc. expressly disclaims all warranties and conditions, express or implied, including, but not limited to, implied

warranties and conditions of merchantability, merchantable quality, correspondence to description and fitness for a particular purpose. yourHRdepartment, Inc. does not warrant that the Service materials will be uninterrupted or that defects will be corrected within any particular period of time. yourHRdepartment, Inc. provides advice, documents, policies, and procedures that have been developed to reflect both federal and state employment standards and best practices. Certain cities (e.g. New York and Boston) have established their own employment laws that may impact employers in such cities. Although yourHRdepartment, Inc. may choose to provide limited materials related to one or more of these cities, yourHRdepartment, Inc. does not promise to keep these materials up-to-date or compliant with such city-level laws. Moreover, city-level laws may apply to you and you issue and you are responsible to know the employment laws of your city. yourHRdepartment, Inc. disclaims any responsibility related to laws of such cities.

LIMITATION OF LIABILITY. To the fullest extent permitted by applicable law, under no circumstances, shall yourHRdepartment, Inc. be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or the inability to use the Service, any changes to the Service, unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the Service. If you are dissatisfied with the Service, the materials available on or through the Service, or with any of yourHRdepartment's, terms and conditions, your sole and exclusive remedy is to discontinue using yourHRdepartment, Inc.

UNDER NO CIRCUMSTANCES SHALL YOURHRDEPARTMENT, INC. BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF DATA OR PROFIT, LAWSUITS, CLAIMS, ADMINISTRATIVE ACTIONS, OR EMPLOYEE COMPLAINTS, ARISING OUT OF THE USE OR THE INABILITY TO USE THE MATERIALS ON THIS SITE. NEITHER THE STAFF AT YOURHR DEPARTMENT HAVE NOT EVALUATED THE UNIQUE FACTS OF YOUR INDIVIDUAL CIRCUMSTANCE AND, THEREFORE, CANNOT, HAVE NOT AND WILL NOT PROVIDE ANY LEGAL ADVICE WITH RESPECT TO YOUR INDIVIDUAL HUMAN RESOURCES ISSUES. THIS LIMITATION OR EXCLUSION OF WARRANTIES CONDITIONS, AND/OR LIABILITY FOR SOME TYPES OF DAMAGES MAY NOT BE PERMITTED IN SOME JURISDICTIONS, IN WHICH CASE THE SCOPE OF THIS SECTION SHALL BE LIMITED BY THE LAWS OF THE JURISDICTION.

INDEMNIFICATION. You agree to indemnify and hold yourHRdepartment, Inc., and their parents, subsidiaries, affiliates, officers, directors, shareholders and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party

due to or arising out of your improper use of the Service.

TERMINATION. yourHRdepartment, Inc. may terminate the Service with or without cause at any time and effective immediately. In addition, yourHRdepartment, Inc. in its sole discretion, may terminate your account for violation of the letter or spirit of the TOS. Apart from the obligation to pay yourHRdepartment for the use of the Service, all other terms of this agreement shall survive the termination of this agreement. Upon termination of the Service, your right to use the Service immediately ceases. yourHRdepartment, Inc. shall have no obligation to you after termination nor to maintain any content regarding your account.

PROPRIETARY RIGHTS TO CONTENT. You acknowledge that content, including but not limited to text, forms, logic, processes, procedures, software, music, sound, photographs, video, graphics or other material contained in yourHRdepartment, Inc.'s Service or Web Site is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, including common law. You may copy and/or save the forms provided by the Service for your personal, noncommercial use only, provided that you keep all copyright and other proprietary notices intact. With the exception of government forms (e.g. Form W-4, Form I-9, Form 2512, etc), you may not modify, copy, reproduce, republish, upload, post, transmit, or distribute in any way content available through the Service, including code and software, for any purpose that may compete with or cause economic harm to yourHRdepartment, Inc.

MODIFICATIONS TO TERMS OF SERVICE, MEMBER POLICIES. yourHRdepartment, Inc. reserves the right to change the TOS or policies regarding the use of the Service at any time, and without notice. The only notice will be posting an updated version of the Terms Of Service on the yourHRdepartment, Inc's. web site.

LAWS. The TOS shall be governed by and construed in accordance with the laws of the state of California, excluding their conflict of law provisions. If any provision(s) of the TOS is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. yourHRdepartment, Inc.'s failure to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision unless acknowledged and agreed to by yourHRdepartment, Inc. in writing. You and yourHRdepartment, Inc. agree that any cause of action arising out of or related to an act or omission of yourHRdepartment Inc., must commence within six (6) months after the cause of action arose; otherwise, such cause of action is permanently barred. YourHRdepartment, Inc. may commence an action against any person who violates this TOS within one (1) year after discovery and actual knowledge of such violation. The section titles in the TOS are solely used

for the convenience of the parties and have no legal or contractual significance.

Updated: This Terms of Service was last updated on August 22, 2006.