



HR Suite Subscriber Agreement

TERMS OF SERVICE – SUBSCRIBER AGREEMENT

1. Acceptance of Terms

By signing this Agreement, or by using any part of our services, you are stating that you have read and understand this Agreement, and that you agree to be bound by the terms in effect and as periodically updated by HR Performance Solutions (HRPS). The terms “you” and “your” shall refer to the credit union signing this Agreement. The terms “we,” “us,” and “our” shall refer to HRPS.

If you do not agree to all the terms of this agreement, please leave the current web page and do not continue with the sign up process. HRPS will promptly cancel this transaction and you may not access, use or install any part of our services.

2. Service Terms and Limitations

a. **Description of Services.** Upon your acceptance of this Agreement, HRPS grants you a limited, non-transferable, non-exclusive, revocable right to obtain access to HR Suite Policy Manual (“Service”). Unless explicitly stated otherwise, any new features that augment or enhance the current Service shall be subject to this Agreement.

b. **Availability of Services.** HRPS shall use commercially reasonable efforts to provide access to its Application Services twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement. You agree that from time to time the Service may be inaccessible or inoperable for various reasons, including scheduled maintenance procedures or upgrades or certain unscheduled Service or equipment malfunctions that are beyond the control of HRPS such as interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures.

c. **Service Level.** In the event that HRPS discovers or is notified by you of the existence of Non-Scheduled Downtime, we will use commercially reasonable efforts to determine the source of the problem and attempt to resolve it as quickly as possible.

d. **Equipment.** You are solely responsible for ensuring compatibility with the Service, providing and maintaining all hardware, software, electrical, and other physical requirements for your use of the Service, including, without limitation, telecommunications and internet access connections and links, web browsers or other equipment, programs and services required to use and access the Service.

3. Security, Your Accounts, and Passwords

HRPS shall operate and maintain the HR Suite system in good working order with access restricted to qualified employees of your organization and access to technical staff who may assist you. You agree to bear all responsibility for the confidentiality of your passwords and all use or changes incurred from use of the Service through your passwords. Additionally, you agree to immediately notify HRPS of any unauthorized use of your password or account or any other security breach and ensure that you exit from your account at the end of each session. HRPS cannot and will not be liable for any loss or damage arising from your failure to comply with this Section. You warrant to HRPS that your representations as to your identity will be truthful and you agree that you will not reveal to others any of the information you supplied to HRPS to periodically verify your identity.

4. Privacy

HRPS will not disclose any personal information about your company accounts including its contents on use of the Service, without your prior consent unless HRPS has a good faith belief that such action is necessary to (i) comply with legal process or other legal requirements of any governmental authority; (ii) protect and defend the rights or property of HRPS; or (iii) enforce this Agreement. HRPS may provide certain information in aggregate form collected from and relating to you to third parties such as advertisers and business partners. Please see our privacy policy at <https://hrsuite.hrnonline.com/privacy.php> for more information.

5. Your Obligations

a. **Responsibility for Content.** You understand that all information, data, text, software, sound, photographs, graphics, messages, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not HRPS, are entirely responsible for all Content that you upload, post, e-mail or otherwise transmit via the Service. HRPS does not control the Content posted via the Service and, as such, will not be liable in any way for any Content.

We do not prescreen Content, but you understand that HRPS and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service. Without limiting the foregoing, HRPS and its designees shall have the right to remove any Content that violates this Agreement or is otherwise objectionable.

b. **Confidentiality of Information.** You agree that the master content and any content customized content that contains the essential master content is the property of HRPS, and may be used only for the purpose of developing the Operations Manual for your credit union. You agree not to reproduce, duplicate, modify, copy, sell, resell, distribute, create derivative works, or exploit any portion of the Service, use of the Service, or

access to the Service. Failure to comply with this section can result in immediate termination of your access to the HR Suite manual.

6. Fees and Payment Terms

a. **Payment.** The fee to access the content of the manual is paid by your League and HRPS will not charge you for access as long as the agreement with your League is enforce and as long you are an affiliated member in good standing. Should the agreement between HRPS and your League be terminated, your access to the manual will be terminated as described in Paragraph 9. Should you cease to be a member of your League, your access to the manual may be terminated as described in Paragraph 9.

Should the agreement between HRPS and your League be terminated, or should you disaffiliate with your League, **you may continue access to the manual by paying HRPS the applicable renewal fee for HR Suite clients at the time access can be restored and by signing an appropriate agreement with HRPS. You shall pay HRPS for each Service application upon commencement of such Service. Services provided for an annual term (or those for longer periods) will be payable in full, in advance. Thereafter, you will be billed 45 days in advance for Services provided and renewable on an annual (or longer) basis. Those Services provided on a monthly basis will be invoiced monthly, in advance. Services will be renewed at then current HRPS rates and terms. We expressly reserve the right to change fees at any time, upon 45 days' advance notice to you.**

7. General Practices Regarding Use and Storage

You acknowledge that HRPS may establish general practices and limits concerning use of the Service, including, without limitation, the maximum disk space allotted on HRPS's servers on your behalf. You agree that HRPS has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service.

8. Service Modifications

HRPS reserves the right to periodically and at any time modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. If HRPS discontinues the Service for more than 15 days or modifies the Service to the extent that it no longer fulfills its original purpose, and you are not in default in any of your obligations at the time HRPS does so, you shall be entitled to receive all documents involved in an electronic format which you may thereafter use in any manner for your own business operations. Other than your right to receive documents in an electronic format, you agree that HRPS shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

9. Termination

Either party may terminate this Agreement at any time upon written notice to the other personally delivered or sent by certified mail, postage prepaid, nationally recognized delivery service with delivery confirmed or telexed or by telecopy with receipt confirmed to the other party at its principal place of business.

In the event that your League should terminate its agreement under which it is paying for your access to the services provided for in this agreement, you will be notified within 60 days prior to the service discontinuation.

In the event that you disaffiliate with your League, your access to the HR Suite manual access may be terminated immediately upon notification.

Should the agreement between HRPS and your League be terminated, or should you disaffiliate with your League, **you may continue access to the manual by paying HRPS the applicable renewal fee for HR Suite clients at the time access can be restored and by signing an appropriate agreement with HRPS. See Paragraph 6.**

Effect of Termination. Within thirty (30) days of such termination, each party will return or destroy the other party's Confidential Information as defined below. Sixty (60) days after termination, HRPS will remove your Content from its servers.

10. Disclaimer of Warranties

a. No Legal Advice Provided. HRPS Services and materials are designed to provide accurate and authoritative information with regard to the subject matter covered. In producing these materials, HRPS is not engaged in rendering legal or other professional services. If legal advice or other expert assistance is required, the services of a competent professional should be sought.

b. Errors and Omissions. As no published work can be totally current, all information should be checked against the most recent developments by a qualified professional. HRPS uses care in publishing materials and makes every attempt to provide accurate information. However, we cannot guarantee their accuracy or completeness. Errors and omissions may occur. HRPS will make reasonable efforts to correct any errors or omissions but makes no representation regarding the accuracy of information provided.

c. No advice or information, whether oral or written, obtained by you from HRPS or through or from the Service shall create any warranty not expressly stated in this agreement.

11. Indemnification

You agree to indemnify, hold harmless, and defend HRPS, its shareholders, directors, officers, employees, agents, affiliates, co-branders or other partners from and against any action, cause, claim, damages, debt, demand, or liability, including reasonable costs and attorney's fees, asserted by any person, arising out of or relating to: (i) your use of the Service, including any data or work transmitted or received by you; (ii) your connection

to the Service; (iii) any unacceptable use by you of the Service, including, without limitation, any statement, data, or content made, transmitted or republished by you which is prohibited.

12. Limitation of Liability

You agree that if you are dissatisfied with the Service, your sole and exclusive remedy shall be to discontinue use of the Service and terminate this Agreement by notice to us in accordance with Section 9.

13. Digital Signature Provisions

You represent and warrant that the individual electronically agreeing to the terms of this Agreement is empowered to agree to this Agreement on your behalf. You further agree that clicking the "AGREE" button below constitutes an electronic signature as defined by the Electronic Signatures in Global and National Commerce Act and that the Agreement is completely valid, has legal effect, is enforceable, and is binding on and non-refutable by you.

14. Notices & Amendments

Notices to you may be made via either email or regular mail and shall be deemed to be delivered when sent. The Service may also provide notices of changes to this Agreement or other matters by displaying notices or links to notices to you on the Service. Your access to or use of the Service after the date such amended terms are delivered to you shall constitute acceptance of such amended terms.

15. Assignment

You may not assign any of your rights, duties, or obligations under this Agreement to any person or entity, in whole or in part, and any attempt to do so shall be deemed void and/or a material breach of this Agreement.

16. Waiver

No waiver of any Agreement provision, right or remedy shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.

17. Mediation and Arbitration

If a dispute arises out of or relates to this Agreement, or the breach thereof, and the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules. Any controversy or claim arising out of or

relating to this Agreement, or its breach, that is not resolved through mediation shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Any arbitration shall be held in Gwinnett County, Georgia, or in such other place as the parties may agree, in writing.

18. Applicable Law

This Agreement shall be governed in all respects by the laws of the State of Georgia without regard to its conflict of law provisions.

19. Force Majeure

If the performance of any part of this Agreement by either party is prevented, hindered, delayed, or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered, or delayed by such causes.

20. Headings

The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.