

Retirement Service Center Terms of Use

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEB SITE ("SITE"). USE OF THIS SITE OR THE DOWNLOADING OF MATERIALS FROM THIS SITE CONSTITUTES AGREEMENT TO THESE TERMS OF USE ("Agreement"). By accessing, browsing and/or using this Site, you ("You" or "User") acknowledge that You have read, understood and agree to be bound by this Agreement and to comply with all applicable laws and regulations. **IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT USE THIS SITE OR DOWNLOAD ANY MATERIALS FROM THIS SITE.**

This Agreement was last revised on March 4, 2011.

1. Application of Terms

This Site is provided as a service to You to allow You access to Insperty's services. These services may include, but are not limited to, plan selection and the submission of payroll information for worksite employees, submission of enrollment information for benefit plans and 401(k) plans, direct deposit of paycheck information, the submission or updating of other information pertaining to worksite employees, and procurement of goods and services through OneBigPlanetSM. This Agreement pertains only to the use of this Site and does not supersede the Client Service Agreement or Employment Agreement executed between You and any Insperty affiliate. In the case of a conflict between this Agreement and the Client Service Agreement or between this Agreement and the Employment Agreement, the Client Service Agreement or Employment Agreement will control. Insperty reserves the right to change any features or policies relating to this Site at any time in its sole discretion.

2. Intended Audience

This Site is operated and/or controlled by Insperty Services, L.P. ("Insperty ") and all of the information, communications, scripting, photos, images, text, video, graphics, music, sounds, user interfaces, visual interfaces and other materials and services found on this Site (collectively, the "Content") is intended for the lawful use of Insperty's clients, employees and customers who are located in the United States of America and are over the age of 17. This Site is not a children's site and Insperty does not solicit data from children or market to children. This Site is controlled and operated in whole or in part by Insperty from its offices within the United States. Insperty makes no representations that this Site or the Content is appropriate or available for use in other locations. This Site is not to be accessed or used outside of the United States and those accessing this Site from other locations do so at their own risk and are responsible for compliance with applicable local laws. By accessing this Site, You acknowledge that Insperty reserves the right in its sole discretion to refuse or terminate access to this Site at any time.

Nothing on this Site shall be interpreted as offering tax, financial or legal advice.

3. Privacy

You agree to read and periodically review the Privacy Policy posted on this Site. You agree to the terms of the Privacy Policy as posted by Insperty.

4. Confidential Information

Access

Insperty shall be responsible for the security, confidentiality and integrity of all information properly submitted to this Site. User shall be solely responsible for the security, confidentiality and integrity of all information maintained on its, his or her own computer, Web site, e-mail system or any other system. User is responsible for completely and properly exiting from this Site at the end of any session. User shall be solely responsible for any authorized or unauthorized access to this Site through the use of User's password by any person, or through the use of User's computer by any person or code functionality working in or through User's computer. User agrees to maintain its, his or her password in total confidence and to bear all responsibility for the confidentiality of User's password and all costs or administrative charges incurred from use of this Site with User's password. User agrees to immediately notify Insperty and to change its, his or her password if the secrecy of its, his or her password is compromised. User agrees to immediately notify Insperty if its, his or her computer has been seriously compromised by virus, worm, disabling code or unauthorized intrusion.

Reports

You may access reports and other information through this Site. Insperty does not make any express or implied warranties about the accuracy or the completeness of the information contained on this Site or in any such reports and expressly disclaims any warranty that the information contained on this Site or in such report is suitable for any particular purpose. You are solely responsible for determining whether the information contained on this Site or in such report is suitable for a particular purpose. If you access, download, copy or print any confidential information, including reports, which may contain confidential information, such information should be maintained in strictest confidence. Do not send reports or any confidential information through any non-secure email format or otherwise make it available in a non-secure fashion. Do not provide any confidential information to any third party without also providing this notice. When the confidential information is no longer needed, the confidential information must be shredded so that the confidential information is undecipherable. You are responsible for complying with all state and federal security breach and privacy laws with respect to the handling and destruction of the confidential information, including but not limited to, notification requirements that may be triggered in the event of a compromise of any confidential information.

5. Intellectual Property Rights

Insperty Marks

Insperty, its suppliers or its licensors own all copyrights to the Content on this Site and all other intellectual property rights related to this Site. All trademarks, service marks and trade names (collectively, the "Marks") are proprietary to Insperty or its suppliers or licensors. You acknowledge that You have been advised by Insperty that the Content, Marks and all other proprietary material accessible through this Site is protected in the U.S. and internationally by a variety of laws and regulations. **THE UNAUTHORIZED USE, COPYING OR DISPLAY OF ANY CONTENT FROM THIS SITE IS NOT PERMITTED. YOU MAY ONLY VIEW OR DOWNLOAD CONTENT FROM THIS SITE FOR YOUR OWN AUTHORIZED USE AND YOU MUST KEEP ALL COPYRIGHT AND OTHER PROPRIETARY NOTICES ATTACHED TO THE DOWNLOADED MATERIAL.**

Client Marks

This Site can be co-branded with an Insperty client company's trademark, service mark or logo ("Client Mark"). If an Insperty client company wishes to have this Site co-branded with its Client Mark for the Insperty worksite employees co-employed by such Insperty client company, it should notify Insperty of such desire and submit to Insperty its Client Mark in a form and manner as prescribed by Insperty. By submitting its Client Mark, the Insperty client company grants a world-wide non-exclusive, royalty-free right and license to Insperty to use the Client Mark on this Site. Such license shall expire upon expiration of this Agreement or upon termination of the client company's Client Service Agreement with Insperty.

6. External Sites

This Site may contain links to other Web sites which are owned or operated by third parties or by the U.S. Government ("External sites"). Insperty makes no representations whatsoever about any other site that You may access through this Site. Insperty is not responsible for the policies and content at External sites and Insperty does not control the privacy policies for External sites nor does Insperty control how user information will be utilized at External sites. Since Insperty has no control over such sites and resources, You acknowledge and agree that Insperty is not responsible for the availability of such External sites or resources and is not responsible or liable for any content, advertising, products, services or other material on or available from such External sites or resources. Links to External sites are provided solely as a convenience to authorized Users of this Site. It is your responsibility to take precautions to ensure that whatever site You select for your use is free of such items as viruses, worms, Trojan horses or other items of a destructive or disruptive nature. It also is your responsibility to read the terms of use and the privacy policies that may appear on such External sites and to determine for yourself whether You are willing to assent to such terms or policies. References on this Site to any names, marks, products or services of any third parties to hypertext links to third party sites are provided solely as a convenience to You, and do not constitute or imply an endorsement, sponsorship or recommendation of, or affiliation with the third party or its products and services. Insperty makes no representation or warranty as to any third party content, products or service, and You agree that Insperty will not be responsible or liable, directly or indirectly, for any damage or loss caused by or alleged to be caused by or in connection with use of or reliance on any such third party content, products or services available through or on any External sites or third party resource, or for any use of any personal information that You may choose to convey as You use any External sites.

If You are interested in creating any links to this Site, You must get approval from Insperty's Legal Department before doing so. In establishing links, You must not represent in any way, expressly or by implication, that You have received the endorsement, sponsorship or support of this Site or Insperty, including its respective employees, agents, directors, officers and shareholders. You agree to remove any link to this Site immediately upon request by Insperty.

7. Disclaimer Warranties

THIS SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USE OF THIS SITE IS AT USER'S SOLE RISK. INSPERTY DOES NOT WARRANT THAT THIS SITE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES INSPERTY MAKE ANY WARRANTY AS TO THE QUALITY OR LACK OF DEFECT OF ANY RESOURCE, FORM, DATA, PRODUCT OR SERVICE OBTAINED BY USER VIA THIS SITE. INSPERTY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT IN RELATION TO THIS SITE. INSPERTY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT

TO THE USE OF THIRD PARTY WEB SITES, IF ANY, INCLUDING GOVERNMENT SITES, TO WHICH USER GAINS ACCESS VIA THIS SITE.

8. General Release

You release Insperty, its affiliates, its and their officers, directors, employees and agents from any claim, demand or damages (actual, consequential or punitive) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to User's use of this Site.

9. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL INSPERTY BE LIABLE TO USER OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, THIS SITE OR THE INTERNET GENERALLY, INCLUDING USER'S USE OF OR INABILITY TO USE THIS SITE, ANY CHANGES TO OR INACCESSIBILITY OF THIS SITE, ANY DELAY, FAILURE, UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY TRANSMISSION OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE. IF USER IS DISSATISFIED WITH THIS SITE, USER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO CEASE USE OF THIS SITE. IN NO EVENT SHALL INSPERTY'S TOTAL LIABILITY FOR DIRECT DAMAGES EXCEED \$500.

10. Representations and Warranties of User

General

User represents and warrants to Insperty that: (i) all information provided by User to Insperty is truthful, accurate and complete; (ii) all information provided by User to Insperty is not in violation of any governmental regulation, statute or law; and (iii) User shall comply with all terms and conditions of this Agreement. User understands that Insperty will rely upon the accuracy and completeness of the information submitted by User to this Site.

Payroll Information submitted on WebPayroll

In addition to the representations and warranties set forth in the paragraph above, any User submitting payroll information on Insperty WebPayroll certifies that: (i) all hours worked by any employee have been reported; (ii) all employees have been properly classified as exempt or non-exempt; (iii) overtime has been properly reported for all non-exempt employees; and (iv) all employees on leave (i.e., workers' compensation, FMLA, sick, vacation or personal, leave of absence) have been reported and documented with explanation.

Trademarks

If applicable, any User submitting its Client Mark to Insperty for the purposes of co-branding this Site for its worksite employees, represents and warrants that it has the legal right to grant the license to use the Client Mark as set forth in paragraph 5(b) of this Agreement and further, that Client Mark shall not infringe on the rights of any third party.

11. Prohibited Use

User is solely responsible for all errors, mistakes, acts and omissions that occur by the use of User's computers or systems. User agrees not to use this Site to: (a) list, post, market, advertise, offer or sell any product or service (except as allowed on Insperty's MarketPlace site located on OneBigPlanetSM); (b) disseminate, store or transmit chain letters, pyramids, unsolicited messages or unsolicited commercial e-mail; (c) disseminate or transmit products, services or material that, in Insperty's sole judgment, is abusive, obscene, pornographic, defamatory, racist, sexist, harassing, threatening, malicious, dangerous or otherwise inconsistent with the commercial use of this Site; (d) disseminate, store or transmit files, graphics, software or other material that actually or potentially infringe the copyright, trademark, patent, trade secret or other intellectual property right of any person or entity; (e) interfere, disrupt or attempt to gain unauthorized access to this Site or to any other computer network; (f) disseminate, store or transmit computer viruses, Trojan horses or any other malicious code or program; or (g) engage in any other activity deemed by Insperty to be in conflict with the intent of this Agreement.

12. Indemnification

YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND INSPERTY, ITS AFFILIATES AND SUBSIDIARIES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY LOSSES, COSTS, DAMAGES, LIABILITY OR EXPENSES, INCLUDING COSTS AND ATTORNEY'S FEES, ASSERTED BY ANY PERSON, ARISING OUT OF OR

13. Termination

Insperty reserves the right, in its sole discretion and without notice, at any time and for any reason, to: (a) remove or disable access to all or any portion of this Site; (b) suspend User's access to or use of all or any portion of this Site; (c) terminate any license granted herein; or (d) retrieve any material obtained by You from this Site.

14. Miscellaneous

Notice

All notices to Insperty shall be in writing by certified mail or commercial delivery service against receipt to Insperty to the attention of the General Counsel, Insperty at 19001 Crescent Springs Drive, Kingwood, Texas 77339-3802. Notice to Insperty shall not be by facsimile transmission or e-mail.

Law

This Agreement shall be governed by the laws of the State of Texas applicable to agreements as if made and to be performed wholly within such state, except for its provisions regarding conflicts of laws.

Forum; Venue

All actions, claims or disputes arising under or relating to this Agreement shall be brought in the federal or state courts in the State of Texas. Venue shall be in Harris County, Texas.

Entire Agreement

This Agreement constitutes the complete statement of the agreement between the parties with respect to this Site and supersedes any prior or contemporaneous communications, negotiations, representations, statements and understandings, whether oral or written, between the parties concerning this Site.

Changes or Amendments to this Agreement

Insperty reserves the right to change or amend any of the terms of use contained in this Agreement at any time in its sole discretion. User may review the current version of these terms and conditions at any time at esc.insperty.com. Any changes or amendments will be effective upon posting notice of the revisions on this Site. It is User's responsibility to periodically check these Terms of Use. User agrees to review such notices and to note any applicable changes. User's continued use of this Site following Insperty's posting of any notice of change or amendment will constitute User's agreement to such changes or amendments and to the then-current version of these terms of use.