

Privacy Policy & Terms and Conditions of Use

PRIVACY POLICY

Paycor, Inc. values your privacy, and is committed to providing exceptional client service and ease of mind that your business, financial and/or personal information is secure. We use reasonable care to protect your data from loss, misuse, unauthorized access, disclosure, alteration, or destruction. We have created this privacy statement with your privacy and security in mind. The following discloses the information gathering and dissemination practices for this Web site and for Paycor's mobile applications. Where appropriate, references to "this site", "our site", or "our Web site" include Paycor's mobile applications. This Privacy Statement may be revised from time to time without notice.

COLLECTING OF PERSONAL INFORMATION

Personal information is only collected when the visitor submits it. Generally, this information is requested when a visitor is asked to register before entering a limited-access site, or when the visitor requests information or contact from Paycor, Inc. The Client is responsible for maintaining correct information required for payroll processing.

COOKIES

In an effort to publish content visitors need and want, Paycor collects summative site-visitation statistics using cookies. A cookie is a piece of data that our Web site may provide to your browser or mobile device while you are at our site. We do not track individuals' use of the site.

When a user visits our site, a cookie is placed on the visitor's machine (if the visitor accepts cookies) or is read if the visitor has accessed the site previously.

We do not use this technology to develop or access personally identifiable information about the visitor; it is a tool we use to compile statistics about our web site and mobile applications usage. We do not share this information outside of Paycor, and do not allow other companies to place technology on our site that would develop personally identifiable information.

If you choose to not have your browser accept cookies from the paycor.com web site, you will be able to view the text and graphics in the public web sites only. Limited-access sites require that the visitor's browser accept cookies.

EXTERNAL LINKS

This site contains links to other sites. Paycor is not responsible for the privacy practices or the content of such Web sites.

SECURITY

This site has security measures in place to protect the loss, misuse, and alteration of the information under our control. We take a number of security precautions to ensure the integrity and confidentiality of our data. These precautions can be grouped as internal security and external security. Both security groups define the individuals or groups who are authorized to access and/or change data. This prevents unauthorized individuals from accessing, copying, editing, or deleting private data. We also implement an audit system that tracks access, both successful and unsuccessful, to confidential data. This audit information is used to constantly evaluate and refine

our security measures and to identify individuals who might attempt to inappropriately access data and to take remedial action.

Paycor uses industry-standard 128-bit secure socket layer (SSL) technology to encrypt and authenticate transactions. SSL creates a secured connection between our web servers and your browser, which eliminates unauthorized access to transmitted data and ensures data is sent only to the intended server.

Learn more about Paycor's Security practices at <http://www.paycor.com/security>.

GENERAL CONTACT INFORMATION

If you have any questions about this privacy statement, the practices of this site, or your dealings with this Web site, you can contact us through the following methods.

Email Paycor

Send mail to

Paycor

4811 Montgomery Road

Cincinnati, OH 45212

Call 800.381.0053

If a Paycor client, contact your Paycor Specialist

PAYCOR.COM

TERMS AND CONDITIONS OF USE

Paycor, Inc. ("Paycor") provides information and services on its web site and through its mobile applications (collectively, the "Site") under the following terms and conditions. By accessing and/or using the Site, you ("User") acknowledge and agree to the following terms and conditions.

1. COMPLIANCE WITH LAWS AND REGULATIONS

User agrees to not access and/or use the Site in any way that violates applicable federal, state and local laws and regulations.

2. LICENSE

Paycor grants to Client a non-exclusive, non-transferable right and license to use the Application Programs subscribed to by Client only on Paycor's Hosted Environment. "**Application Programs**" means the following software programs owned and developed by Paycor: Perform, HR Performer®, Paycor Payroll, Internet Entry, Online Reporting, Online Check Stubs/W2s, and Custom Web Reporting, and may include other software programs as they are added by Paycor from time to time, including Time and Attendance (**Terms and Conditions**). "**Hosted Environment**" means the hardware, system software, hosting support software, network connectivity and facilities used by Paycor to support the System. "System" means the Application Programs as run on the Hosted Environment.

The license granted to Client herein is for production only and not for development, and the Application Programs shall be used solely for Client's internal business purposes. Client will use the Application Programs only on the Hosted Environment and only to process its own internal data. Client has no rights in or to the Application Programs or any intellectual property of Paycor except as expressly stated herein. Client will not assign, loan, sublicense or otherwise transfer the Application Programs to any third party. Client will not alter, modify or adapt (or cause to be altered, modified or adapted) the Application Programs. Client will not copy, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, the Application Programs. Paycor may provide improvements, enhancements, modifications or updates to the Application Programs from time to time at no additional cost to Client if and as they are made generally by Paycor for the benefit of its clients.

3. CLIENT ACCESS TO SYSTEM

Client may provide access to the System to those of its employees it deems necessary to perform Client's payroll administration and/or HR administration. Client shall be responsible for ensuring that its employees that access the System comply with all of these Terms and Conditions of Use. Paycor may discontinue or suspend access to the System by any employee of Client if Paycor discovers or has reason to believe that such employee has violated these Terms and Conditions of Use or is otherwise using the System in an inappropriate manner.

4. SYSTEM AVAILABILITY

The System generally will be available 24 hours a day, 7 days a week. Notwithstanding the foregoing, Paycor will perform maintenance to the System from time to time during non-business hours and on national holidays, during which time the System may be temporarily unavailable. In the event that the System experiences unscheduled downtime, Paycor will promptly notify Client following Paycor's identification of the unscheduled downtime, and Paycor will work diligently to correct the issue until it is resolved and the System is made available.

5. INTELLECTUAL PROPERTY

The information available on this Site is the sole property of Paycor and is protected by copyright, trademark, and other intellectual property laws and regulations. Users may not modify, distribute, copy, transmit, publish, display, sell, license, create derivative works or otherwise use any information available on this Site for commercial or public purposes. Users may not use the trademarks, logos and service marks contained on this Site for any purpose without the written consent of Paycor.

6. LINKS TO THIRD PARTY SITES

This Site may contain links to other web sites that are not under the control of Paycor. Paycor assumes no responsibility or liability for any material that may be accessed on other web sites reached through this Site. Paycor makes no representation regarding the quality of any product or service described on any such site.

7. LINKS FROM THIRD PARTY SITES

Paycor prohibits unauthorized links to this Site and the framing of any information contained on this Site or any portion thereof. Paycor reserves the right to disable any unauthorized links or frames. Paycor has no responsibility or liability for any material on other web sites that may contain links to this Site.

8. NO WARRANTIES

Information provided on this Site is provided "as is" without warranty of any kind, either express or implied, including any warranty of merchantability, fitness for a particular purpose, or non-infringement. Paycor periodically adds, changes, improves or updates the information contained on this Site without notice. Paycor assumes no liability or responsibility for any errors or omissions in the content of this Site. Your use of this Site is at your own risk.

9. LIMITATION OF LIABILITY

PAYCOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION) THAT RESULT FROM ACCESS TO, USE OF, OR INABILITY TO USE THIS SITE OR DUE TO ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION THROUGH THE INTERNET, EVEN IF PAYCOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. SECURITY

The security of information transmitted through the Internet can never be guaranteed. Paycor is not responsible for any interception or interruption of any communications through the Internet or for

changes to or losses of data. User is responsible for maintaining the security of any password, user ID, or other form of authentication involved in obtaining access to password protected or secure areas of the Site. Paycor may suspend use of the Site, pending an investigation, if any breach of security is suspected.

11. TRANSMISSION OF PERSONAL DATA

User acknowledges and agrees that by providing Paycor with any personal information through the Site, User consents to the transmission of such personal user information as necessary for processing in accordance with Paycor's standard business practices and the Privacy Policy contained on the Site.

12. ACCESS TO SECURE AREAS OF SITE

Access to and use of password protected and/or secure areas of this Site is restricted to authorized users only. Unauthorized access to such areas is strictly prohibited. User is responsible for maintaining the security of any password, user ID, or other form of authentication required to obtain access to password protected and/or secure areas of this Site.

13. TAMPERING

User agrees not to modify, add to, delete or otherwise tamper with the information contained on this Site. User further agrees not to decompile, reverse engineer, disassemble or unlawfully use or reproduce any of the copyrighted or trademarked material, trade secrets, or other proprietary information contained on this Site.

14. GOVERNING LAW AND JURISDICTION

These Terms and Conditions of Use shall be governed by and construed in accordance with the laws of the State of Ohio without regard to conflicts of law principles. User agrees that any and all proceedings relating to this Site and the subject matter contained herein shall be maintained in the courts of the State of Ohio located in Hamilton County, Ohio, or the federal district courts located in Hamilton County, Ohio, which courts shall have exclusive jurisdiction over all such matters.