



Third Party Terms of Use

You agree to the following Terms of Use on behalf of your company (Client):

Client authorizes and instructs Paychex to allow the application access to Client's Online Account and to Client Information, including without limitation, Client Confidential Information (collectively "Information"). Client is solely responsible for understanding the Information the application transmits and/or receives and all applicable privacy policies and/or terms of use related to the application. Client represents and warrants that it has obtained, and will maintain, all necessary consents and authorizations to allow for the sharing of Information at all times.

Paychex shall be entitled to rely on Information and direction provided to it by the application as accurate and complete and shall have no obligation to independently verify such Information with Client. Paychex shall not be responsible for errors in the Services performed that result from the Information or direction provided to it by the application. As Client is instructing Paychex to share Information with the application, Client is responsible for assessing the security and integrity of the application and for instructing the application provider on any acceptable use in relation to such Information. Paychex shall not be responsible for any action taken by application provider and shall have no responsibility to monitor or instruct application provider in relation to the Information. Paychex may limit, terminate, or suspend application access in its sole discretion at any time and for any reason. If Client no longer wants the application to transmit and/or receive Information, Client is solely responsible for terminating this access and/or alerting Paychex and the application provider to terminate this access, and agrees that Paychex shall have a reasonable time to implement the termination.

Client will indemnify, defend, and hold Paychex and its affiliates, respective officers, directors, and employees harmless from any and all claims, costs, attorneys' fees, and expenses resulting from, arising from or related to Client and/or Client's Workers' use of the application.

The connection provided to the application, and the applications use of, or consumption of Paychex' API, if applicable, and any related support services ("Service") are provided by Paychex on an "AS IS" "AS AVAILABLE" basis, without warranty of any kind, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. PAYCHEX MAKES NO WARRANTY OF ANY KIND THAT THE SERVICE, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

Client currently has a service agreement with Paychex for the provision of payroll and related services to Client ("Agreement"). This Service is provided pursuant to these Terms of Use and the Agreement. In the event of any conflict between the Terms of Use and the Agreement, the Terms of Use shall supersede and control.